



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING AGENDA**

Circuit Courtroom, Fluvanna Courts Building  
December 7, 2016, at 4:00 pm

TAB	AGENDA ITEMS
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<b>1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE</b>
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<b>2 – ADOPTION OF AGENDA</b>
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<b>3 – COUNTY ADMINISTRATOR'S REPORT</b>
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<b>4 – BOARD OF SUPERVISORS' UPDATES</b>
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<b>5 – PUBLIC COMMENTS #1</b> (5 minutes each)
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<b>6 – PUBLIC HEARING</b>
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None.

<b>7 – ACTION MATTERS</b>
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- |   |  |
|---|--|
| B | Revision to the Board of Supervisors 2016 Regular Meeting Calendar – Steve Nichols, County Administrator |
| C | Final Design for Zion Crossroads Water & Sewer System Design—Cyndi Toler, Purchasing Officer             |
| D | Deer Hunt for Handicapped Hunters at Pleasant Grove—Fred Payne, County Attorney                          |

<b>8 – PRESENTATIONS</b> (normally not to exceed 10 minutes each)
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|---|--|
| E | Realignment of Meeting Dates – Steve Nichols, County Administrator |
|---|--|

<b>9 – CONSENT AGENDA</b>
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- |    |  |
|----|--|
| F  | Minutes of the November 2, 2016 Board of Supervisors Meeting—Kelly Harris, Clerk to the Board                                      |
| G  | Minutes of the November 16, 2016 Board of Supervisors Meeting—Kelly Harris, Clerk to the Board                                     |
| H  | Approval of Open Space Contract for Matthew P. Gooch – Andrew M. Sheridan, Commissioner of the Revenue                             |
| I  | Approval of Open Space Contract for Bobby and Mildred Shumake and Leslie D. Benson—Andrew M. Sheridan, Commissioner of the Revenue |
| J  | Roof Replacement – Fluvanna County Social Services Building—Cyndi Toler, Purchasing Officer  |
| K  | FY17 FCPS Supplement Appropriation – Insurance Claims— Ed Breslauer, FCPS Director of Finance                                      |
| L  | FY17 FCPS I3 Grant Supplemental Appropriation— Ed Breslauer, FCPS Director of Finance  |
| M  | Temporary Staff Stipend for Additional Duties – Helfrich—Jason Smith, Director of Community and Economic Development               |
| Mc | Temporary Staff Stipend for Additional Duties – Vaughan—Jason Smith, Director of Community and Economic Development                |
| N  | Temporary Staff Stipend for Additional Duties – Grandstaff—Captain Von Hill, Sheriff's Office                                      |

<b>10 – UNFINISHED BUSINESS</b>
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TBD

*Fluvanna County...The heart of 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.*

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**11 – NEW BUSINESS**

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TBD

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**12 – PUBLIC COMMENTS #2** (5 minutes each)

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**13 – CLOSED MEETING**

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TBD

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**14 – ADJOURN**

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Steven M. Nichols

2016.11.30

16:46:36 -05'00'

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County Administrator Review

*Fluvanna County...The heart of 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.*

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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.

*Fluvanna County...The heart of Virginia and your gateway to the future!*





# COUNTY OF FLUVANNA

*"Responsive & Responsible Government"*

BOS Packet 2016-12-07 p.5/128  
P.O. Box 540  
Palmyra, VA 22963  
(434) 591-1910  
Fax (434) 591-1911  
[www.fluvannacounty.org](http://www.fluvannacounty.org)

## 2016-2017 STRATEGIC INITIATIVES AND ACTIONS

### Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

### Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

### Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

**C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.

**C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.

**C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.

**C9** - Proceed with the Pleasant Grove Farm Museum design.

**C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

#### **Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM**

**D1** - Create EDTAC - Economic Development and Tourism Advisory Council.

**D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.

**D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.

**D4** - Create separate Tourism and Business information pages for the County website.

**D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.

**D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.

**D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.

**D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.

**D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.

**D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).

**D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

#### **Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY**

**E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.

**E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.

**E3** - Update, format, and improve web-accessibility of all County Financial Policies.

**E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.

**E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.

**E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB B**

<b>MEETING DATE:</b>	December 7, 2016					
<b>AGENDA TITLE:</b>	Revision to the Board of Supervisors 2016 Regular Meeting Calendar					
<b>MOTION(s):</b>	<b>I move to ratify a revision of the 2016 Board of Supervisors' Regular Meeting Calendar moving the second December meeting from December 21 to December 20, 2016.</b>					
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>			
		X				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		XX				
<b>STAFF CONTACT(S):</b>	Steve Nichols, County Administrator					
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator					
<b>RECOMMENDATION:</b>	Approval					
<b>TIMING:</b>	Current					
<b>DISCUSSION:</b>	In order to better accommodate staff members and residents holiday travel plans, recommend moving the Board's second December meeting from December 21 to December 20, 2016.					
<b>FISCAL IMPACT:</b>	N/A					
<b>POLICY IMPACT:</b>	N/A					
<b>LEGISLATIVE HISTORY:</b>	N/A					
<b>ENCLOSURES:</b>	2016 BOS Meeting Calendar - Revised					
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other	
	X					





## 2016 Regular Meeting Calendar

Fluvanna County Board of Supervisors

All Meetings on Wednesday (*except Dec 20, 2016*)

Date	Regular Meetings	Work Sessions (When Scheduled)
Jan 6	4:00 pm	
Jan 20	7:00 pm	4:00 pm
Feb 3	4:00 pm	
Feb 17	7:00 pm	4:00 pm
Mar 2	4:00 pm	
Mar 16	7:00 pm	4:00 pm
Apr 6	4:00 pm	
Apr 20	7:00 pm	4:00 pm
May 4	4:00 pm	
May 18	7:00 pm	4:00 pm
Jun 1	4:00 pm	
Jun 15	7:00 pm	4:00 pm
Jul 6	4:00 pm & 7:00 pm	
Aug 3	4:00 pm	
Aug 17	7:00 pm	4:00 pm
Sep 7	4:00 pm	
Sep 21	7:00 pm	4:00 pm
Oct 5	4:00 pm	
Oct 19	7:00 pm	4:00 pm
Nov 2	4:00 pm	
Nov 16	7:00 pm	4:00 pm
Dec 7	4:00 pm	
<b>Tuesday, Dec 20</b>	<b>7:00 pm</b>	4:00 pm
<del>Dec 21</del>	<del>7:00 pm</del>	<del>4:00 pm</del>

Adopted this 6<sup>th</sup> day of January 2016 by the Fluvanna County Board of Supervisors

Revision ratified this 7<sup>th</sup> day of December 2016 by the Fluvanna County Board of Supervisors



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB C**

<b>MEETING DATE:</b>	12/7/16																															
<b>AGENDA TITLE:</b>	Final Design for Zion Crossroads Water & Sewer System Design																															
<b>MOTION(s):</b>	<p><b>#1. I move the Board of Supervisors approve a supplemental appropriation for \$47,870 from Unassigned Fund Balance to the Zion Crossroads Water and Sewer System project budget with the funds necessary to complete the Final Design phase of the project.</b></p> <p><b>#2. I move the Board of Supervisors to approve Task Order #9 between Fluvanna County and Dewberry Engineers Inc. to complete the Final Design for the Zion Crossroads Water &amp; Sewer System totaling \$47,870.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b></p>																															
<b>STRATEGIC INITIATIVE?</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<b>If yes, list initiative(s):</b>		C7																											
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																											
		<b>xx</b>																														
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer																															
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer																															
<b>RECOMMENDATION:</b>	Approve																															
<b>TIMING:</b>	Routine																															
<b>DISCUSSION:</b>	<p>This Task Order #9 with Dewberry Engineers Inc. is to complete the final design for the Water and Sewer System at Zion Crossroads in Fluvanna County.</p> <p>Timeline of Prior Events:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Date</th> <th style="width: 60%;">Description</th> <th style="width: 25%;">Budget - \$575,000</th> </tr> </thead> <tbody> <tr> <td>Mar 2015</td> <td>RK&amp;K Preliminary Engineering Report (PER)</td> <td>-\$46,000</td> </tr> <tr> <td>Nov 2015</td> <td>Dewberry Design Services (Task 1-8 issued)</td> <td>-\$430,695</td> </tr> <tr> <td>Dec 2015</td> <td>Bowman Aerial Surveying</td> <td>-\$34,560</td> </tr> <tr> <td>Aug 2016</td> <td>Bowman Ground Surveying</td> <td>-\$92,000</td> </tr> <tr> <td>Aug 2016</td> <td>Supplemental Appropriation</td> <td>+\$30,000</td> </tr> <tr> <td>Dec 2016</td> <td><b>Pending Task Order #9 – Final Design</b></td> <td><b>-\$47,870</b></td> </tr> <tr> <td>Dec 2016</td> <td><b>Pending Supplemental Appropriation</b></td> <td><b>+\$47,870</b></td> </tr> <tr> <td></td> <td><b>New Proposed Cash Funded Budget</b></td> <td><b>\$652,870</b></td> </tr> </tbody> </table>					Date	Description	Budget - \$575,000	Mar 2015	RK&K Preliminary Engineering Report (PER)	-\$46,000	Nov 2015	Dewberry Design Services (Task 1-8 issued)	-\$430,695	Dec 2015	Bowman Aerial Surveying	-\$34,560	Aug 2016	Bowman Ground Surveying	-\$92,000	Aug 2016	Supplemental Appropriation	+\$30,000	Dec 2016	<b>Pending Task Order #9 – Final Design</b>	<b>-\$47,870</b>	Dec 2016	<b>Pending Supplemental Appropriation</b>	<b>+\$47,870</b>		<b>New Proposed Cash Funded Budget</b>	<b>\$652,870</b>
Date	Description	Budget - \$575,000																														
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Dec 2016	<b>Pending Supplemental Appropriation</b>	<b>+\$47,870</b>																														
	<b>New Proposed Cash Funded Budget</b>	<b>\$652,870</b>																														
<b>FISCAL IMPACT:</b>	The FY17 Zion Crossroads Water and Sewer System budget will increase \$47,870 in both revenues and expenditures with motion #1 above.																															
<b>POLICY IMPACT:</b>	N/A																															
<b>LEGISLATIVE HISTORY:</b>	N/A																															
<b>ENCLOSURES:</b>	Task Order #9 Contract																															
<b>REVIEWS COMPLETED:</b>	Legal <b>X</b>	Finance <b>X</b>	Purchasing <b>X</b>	HR	Other																											





# **Final Design for Zion Crossroads Water & Sewer System Design**

**December 7, 2016**



# Project Funding Approvals To Date

<b>APPROVED FUNDING FY14 CIP (Cash)</b>	<b>\$ 575,000</b>
Approved Preliminary Engineering Report - RK&K	\$ (46,000)
Approved Preliminary Design Task Orders (1-8) – Dewberry	\$ (430,695)
Approved Aerial Survey - Bowman	\$ (34,560)
Approved Ground Survey – Bowman	\$ (92,000)
Supplemental Appropriation approved 8/3/16	\$ 30,000
<b>Pending Task order 9-Final Design</b>	<b>\$ (47,870)</b>
<b>Pending Supplemental Appropriation</b>	<b>\$ 47,870</b>
<b>NEW PROPOSED CASH FUNDED BUDGET</b>	<b>\$ 652,870</b>



## **Additional Funding**

- **\$47,870 Supplemental Appropriation from Fund Balance is being requested to complete this task.**
- **This will increase cash funding of the budget to \$652,870, to fund the project to Final Design completion.**
- **Once Final Design is completed and approved by the Board, additional tasks will be presented to begin Bidding Services and then Construction Administration.**



# Questions?

This Project Agreement #9 (the "Project Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Dewberry Engineers Inc. (the "Consultant"), a New York corporation authorized to transact business in Virginia, is an addendum to that TERM AGREEMENT FOR PROFESSIONAL SERVICES dated the 12<sup>th</sup> day of November, 2015 (including all exhibits and prior addenda thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning as in this Project Agreement except for terms specifically defined herein.

Whereas, pursuant to the Agreement the County shall issue written task orders to the Contractor as services are needed;

Whereas, the County desires that the Contractor complete "Water and Sewer Lines - Final Design" as described in the Agreement and, without limitation, as specifically described in Section 6 of the Fee Proposal, on page 9-10 (the "Task Order"); and

Whereas, the Consultant desires to accept the Task Order and complete all work and services necessary and related thereto.

For good and valuable consideration, the parties hereby agree as follows:

## **ARTICLE I: THE AGREEMENT**

The foregoing recitations are incorporated by reference into this Project Agreement.

This Project Agreement is an addendum to and made a material part of the Agreement. The parties hereto agree that except as specifically and expressly modified hereby that Agreement remains in full force and effect and the provisions of the Agreement are incorporated herein and are a material part hereof.

## **ARTICLE II: TASK ORDER**

Consultant shall provide all work and services necessary or desired to complete the Task Order consistent with all provisions of this Project Agreement and the Agreement.

The County's project manager for technical inquiries relating to this Project Agreement shall be:

Mr. Wayne Stephens  
 Director of Public Works  
 197 Main Street  
 Palmyra, VA 22963  
 Phone: (434) 591-1925  
 E-mail: [wstephens@fluvannacounty.org](mailto:wstephens@fluvannacounty.org)

Billing inquiries should be directed to Cyndi Toler, Purchasing Officer, whose contact information appears below in Article VI.

### **ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS**

The rights and duties of the County and Consultant applicable to the County's projects under this Project Agreement are set forth in the following Agreement Documents:

- (i) All Project Agreements under this Agreement;
- (ii) the Agreement,
- (iii) the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 10 to 22 of Exhibit to the Agreement;
- (iv) the Fee Proposal, being Exhibit 3 to the Agreement;
- (v) the Proposal, being Exhibit 2 to the Agreement; and
- (vi) the RFP, being Exhibit 1 to the Agreement.

Whenever possible, the terms of the above Agreement Documents shall be read together, however in the event of a conflict, the order of preference above shall govern which Agreement Document will control. In other words, (i) shall control over (ii) to (vi) above, (ii) shall control over (iii) to (vi) above, etc.

### **ARTICLE IV: FEES**

The Contractor shall receive a flat fee of FOURTY-SEVEN THOUSAND EIGHT-HUNDRED SEVENTY and NO/100 (\$47,870.00); which shall be payable by the County in installments of NINE THOUSAND FIVE-HUNDRED SEVENTY-FOUR and NO/100 (\$9,574.00) upon proper invoice by the Consultant as described herein. The Contractor shall submit invoices to the County of Fluvanna for services on the Task Order when the Task Order is 20%, 40%, 60%, 80% and finally complete. The invoice shall describe the services rendered to date with specificity. The Contractor will be paid within forty-five (45) days of receipt of a valid invoice following final acceptance of all work by the County of Fluvanna." No invoice may be provided by the Contractor to the County until the items or services purchased have been delivered to, inspected by and accepted by the County. In no event shall the fees due under this Project Agreement exceed \$47,870.00.

The flat fee includes all fees, costs and charges of any kind to perform all the services and work, including supplying at its own cost and expense any necessary tools, equipment or materials, necessary or desirable for completion of the task specified.

### **ARTICLE V: TERM**

Contractor shall with due diligence and dispatch assiduously pursue this Task Order to completion, but in any event such task order shall be completed to the sole satisfaction of the County on or before the \_\_\_\_ day of \_\_\_\_\_, 2017.

### **ARTICLE VI: MISCELLANEOUS**

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of

proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer  
Fluvanna County  
P.O. Box 540  
Palmyra, VA 22963  
Telephone (434) 591-1930  
FAX (434) 591-1911

Consultant

Dewberry Engineers Inc.  
ATTN: David S. Maxwell, Vice President  
4805 Lake Brook Drive  
Suite 200  
Glen Allen, VA 23060  
Telephone (804) 290-7957  
FAX (804) 290-7928

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5<sup>th</sup>) day after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

**In witness whereof the undersigned duly authorized representatives have executed this Agreement on the dates set forth beside their respective signatures.**

ARCHITECT/ENGINEER	County:
Dewberry Engineers Inc.	Fluvanna County
By: _____ Date: _____	By: _____ Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form: _____	

\_\_\_\_\_  
Fluvanna County Attorney



**FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM****TAB D****Meeting Date:** December 07, 2016

<b>AGENDA TITLE:</b>	Deer Hunt for Handicapped Hunters at Pleasant Grove				
<b>MOTION(s):</b>	<b>I move that the Board of Supervisors authorize the sheriff to conduct a deer hunt at Pleasant Grove for the purpose of controlling deer numbers, such hunt to be managed by Wheelin' Sportsmen, a non-profit organization providing outdoor recreation opportunities for handicapped hunters.</b>				
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		<b>X</b>			
<b>STAFF CONTACT(S):</b>	Frederick W. Payne, County Attorney, Sheriff Eric Hess, Aaron Spitzer, Parks & Recreation Director				
<b>PRESENTER(S):</b>	Frederick W. Payne, County Attorney				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	<p>The sheriff's office continues to believe that it is necessary to reduce the numbers of deer on Pleasant Grove and that the best means of such control is through a managed hunt under the auspices of Wheelin Sportsmen, a group affiliated with the National Wild Turkey Federation. The proposal is to permit a small (7-10) group of hunters to take deer during the current hunting season. The hunt will be confined to carefully selected areas of Pleasant Grove on a date to be fixed between December 30 and January 6, 2017. Like last year, the event would begin at about 2 p.m. and terminate after full dark. This reflects the success rate of the afternoon period of past years and is intended to minimize the closing of the Park as well as the time devoted by volunteers. Security will be provided by the sheriff's office, and portions of the property west of the dog park will be closed to public access during that day only. Primary access for hunters will be at the sheriff's office and the main entrance to the Pleasant Grove house. All hunters will be wheel-chair bound or otherwise handicapped, will be duly licensed and will escorted by qualified volunteers from the community. Wheelin Sportsmen organizes similar hunts at numerous locations in Virginia, including state parks and other similar properties as well as selected private properties and has done so for many years. It is a qualified charitable organization which maintains a \$2 million liability insurance policy. The County enjoys sovereign immunity.</p> <p>Similar shoots were held in January of 2013, 2014, and 2015 with great success. It is expected that, if approved, the second hunt will be similar, with minor changes based on previous years' experience.</p>				

<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	None				
<b>LEGISLATIVE HISTORY:</b>	Similar activities approved and carried out in previous years.				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	<b>X</b>				<b>X</b>

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB E**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Realignment of Meeting Dates				
<b>MOTION(s):</b>	N/A				
<b>STRATEGIC INITIATIVE?</b>	Yes X	No	<b>If yes, list initiative(s):</b>		A2 and B6
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation <b>XX</b>	Consent Agenda	Other
<b>STAFF CONTACT(S):</b>	Steve Nichols, County Administrator				
<b>PRESENTER(S):</b>	Steve Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Discussion Only				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	Review of current meeting days for BOS, Planning Commission, and School Board to assess if there are options to help improve efficiency, better serve the community, and reduce costs.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB F**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, November 2, 2016 Regular Meeting, be adopted.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Draft Minutes for November 2, 2016				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Circuit Court Room**  
**November 2, 2016**  
**Regular Meeting 4:00pm**

**MEMBERS PRESENT:** John M. (Mike) Sheridan, Columbia District, Chair  
Mozell Booker, Fork Union District, Vice Chair  
Patricia Eager, Palmyra District  
Tony O'Brien, Rivanna District  
Donald W. Weaver, Cunningham District

**ALSO PRESENT:** Steven M. Nichols, County Administrator  
Fred Payne, County Attorney  
Kelly Belanger Harris, Clerk to the Board of Supervisors

**CALL TO ORDER**  
At 4:00pm Chair Sheridan, called the Regular Meeting of November 2, 2016.  
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

**ADOPTION OF AGENDA**  
**MOTION**  
Mrs. Booker moved to accept the Agenda, as presented, for the November 2, 2016 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

**COUNTY ADMINISTRATOR'S REPORT**  
Mr. Nichols reported on the following topics:

- Congratulations to an Outstanding Extension Master Gardener, Jo McDowell: the Office of the State Master Gardener Coordinator recognized Jo for her dedication and contributions to the Extension Master Gardener Program and to her community and region. Recognized in "In Season" magazine.
- Scott Miller, Codes Inspector / Code Enforcement Officer: Successfully completed the required Examinations from the Virginia Association of Zoning Officials. Now a Certified Zoning Official (CZO).
- Fluvanna County ornament for this year's Executive Mansion Holiday Tree. Artist is Catherine Hamilton from Gallery 527 in Scottsville. Graffito glass powder drawing of the Haden House at Pleasant Grove Park with copper-foiled stained glass persimmon and leaves below and a tin copper wire hanger which says "Fluvanna" at the top. Viewing of the State's ornaments at the Executive Mansion will begin on the evening of the Capitol Tree Lighting.
- Halloween with Parks and Recreation: Annual Magic Show and Movie at the Library (Oct 28), ~50 guests, entertained by Mr. Magic before our movie "Little Vampire". Annual Halloween Festival at Pleasant Grove Park (Oct 29), More than 150 participated. Crafts, games, piñatas, hayrides, costume and pumpkin painting contests.
  - Thank you to our volunteers that made this event a success! Wade Parrish, Nancy Minor (face painting), FUMA, and the FCHS Interact Club.
- Spotlight on Business: Jefferson Centre Self Storage. Provides climate and humidity controlled self-storage to Lake Monticello and the surrounding area residents within the Jefferson Centre and Food Lion Shopping centers.
- Request BOS Work Session to review ZXR Water/ Sewer System Design: Wed, Nov 16th, 4:00 pm, IAC Dinner at 5:30 pm, Regular Meeting at 7:00 pm.
- Next BOS Meetings:
  - Wed, Nov 16, 4:00 PM, Work Session, Courtroom
  - Wed, Nov 16, 7:00 PM, Regular Meeting, Courtroom
  - Wed, Dec 7, 2016, 4:00PM, Regular Meeting, Courtroom
  - Wed, Dec 21 7:00 PM Regular Meeting Courtroom
  - Wed, Jan 4 4:00 PM Organizational and Regular Meeting Courtroom
  - Wed, Jan 18 7:00 PM Regular Meeting Courtroom

**BOARD OF SUPERVISORS UPDATES**  
Sheridan— Finance Board.  
Booker—Community Forum.  
Eager— Community Forum, Planning Commission, Fire and Rescue Graduation, CAARS Land Use panel, Economic Development panel.  
O'Brien— Planning Commission, FLDP class at Tenaska.  
Weaver—None.

**PUBLIC COMMENTS #1**  
At 4:12pm Chair Sheridan opened the first round of Public Comments.  
With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:12pm.

**PUBLIC HEARING**  
None.

**ACTION MATTERS**

*2017 TJPDC Legislative Program*—David Blount, TJPDC Legislative Liaison, presented the Draft Legislative Program. Priorities included:

- State Budget and Funding Obligations
- Public Education Funding
- Local Revenue Authority
- Land Use and Growth Management
- Transportation Funding and Devolution
- Water Quality.

With little discussion,

**MOTION**

Mrs. Eager moved to adopt the Draft Thomas Jefferson Planning District Legislative Program for 2017. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

**PRESENTATIONS**

*VDOT Quarterly Update*—Alan Saunders, Residency Administrator, briefed the Board on current and upcoming projects in Fluvanna.

Mr. Saunders commented on the following concerns:

- Children at Play Signs: State Code now requires localities to fund and install these signs under permit from VDOT
- Route 53/600 Roundabout Light Pole: Struck twice, currently laying on the shoulder. In the queue to re-erect in the next 3 weeks. Researching solutions to help shield traffic from the pole (concrete curb, etc.).
- Palmyra Court Square Traffic Pattern Review
- Intersection of Slice Road and South Boston: Request for a marked cross-walk and lighting; VDOT requesting a review by Traffic Engineering to ensure the crosswalk location is safe/legal,
  - Establish the need for any pedestrian signs, signal timing, etc. No sidewalk in front of the fire station to connect crosswalk. Options - sidewalk, widening/paving the shoulder. Once a solution is identified, VDOT can perform the work with allocated Safety and Operational Improvements funds.
- VDOT reviewed the crosswalk locations on Central Plains Road: Will be installing new, larger reflective sign panels at both ends alerting motorists of the pedestrian crossings to improve visibility.

The following road updates were given:

- Route 652 Academy Road: Remains on our radar and will continue to keep this action item open until we can identify an acceptable solution to alert motorists of the cadets and pedestrians in this area.
- 15/53 Roundabout: Traffic shift, November 2, 2016.

*Emergency Services Update*—Cheryl Elliott, Emergency Services Coordinator, provided an update on current and ongoing projects.

Projects included:

- Public Safety Radio Project
- Fire & Rescue Services
- Cost Recovery Program
- Winter Preparedness Promotion
- TJPDC Update of Regional Hazard Mitigation Plan
- Update of Fluvanna’s Emergency Operation Plan.

*Historical Monument Request*—Steven M. Nichols, County Administrator and Mr. Marvin Moss, President, Fluvanna Historical Society, brought forward a request to place a monument commemorating the passing of the Emancipation Proclamation. Mr. Moss, and the Historical Society, have suggested placing the monument in Civil War Park in the Village of Palmyra, or at a mutually agreed upon site in Pleasant Grove. Mrs. Booker recommended placing the monument in Civil War Park, near the Confederate Memorial, to tell a more complete story. Mr. Fred Payne, County Attorney, noted that memorials to the Civil War are governed by specific statutes. Placing a monument recognizing the 150<sup>th</sup> Anniversary of the Emancipation Proclamation in Civil War Park could open the County to a challenge to remove the monument once placed. Mrs. Booker noted that she would research other localities’ responses to such issues and challenges.

**CONSENT AGENDA**

The following items were discussed before approval:

Mr. Payne noted that it would be appropriate for Mr. Weaver to abstain from voting on Tab E: *Approval of Open Space Contract for Donald W. Weaver*, as it pertains to Mr. Weaver and could be perceived a conflict of interest.

*The following items were approved under the Consent Agenda for November 2, 2016:*

*Minutes of October 5, 2016*—Kelly Belanger Harris, Clerk of the Board

*Minutes of October 19, 2016*—Kelly Belanger Harris, Clerk of the Board

*FY17 FCPS Blue Ridge Virtual Governor’s School Grant Supplemental Appropriation*— Ed Breslauer, FCPS Director of Finance

*Approval of Open Space Contract for Charles Alexander IV*—Andrew M. Sheridan, Commissioner of the Revenue

*Approval of Open Space Contract for Donald W. Weaver*—Andrew M. Sheridan, Commissioner of the Revenue

**MOTION**

Mrs. Booker moved to approve the items on the Consent Agenda for November 2, 2016. Mrs. Eager seconded and the motion passed 4-0-1. AYE: Sheridan, Booker, Eager, & O’Brien. NAY: None. ABSENT: None. ABSTAIN: Weaver.

**UNFINISHED BUSINESS**

*Business Personal Property Policies and Tax Rate Review* – Steve Nichols, County Administrator and Mr. Andrew M. Sheridan, Commissioner of the Revenue, presented an overview of Business Personal Property (BPP) policies and procedures in Fluvanna. Mr. Sheridan provided a chart of comparisons with other Virginia localities, briefly explained differences in types of business personal property (machinery and tools), and projected revenue based on different rates. Mr. Sheridan requested an update to two ordinances, to align with tax relief deadlines: a deadline of March 15 for filing business personal property return; and, a request to eliminate the vehicle decal form filing. Mr. Sheridan and Mr. Nichols also brought to the Board’s attention, County Code addressing solar producing individuals and businesses, with regards to the equipment used in the production of solar energy.

**NEW BUSINESS**

*FCPS Update Brief and Preliminary FY18 Budget Discussion* – Gena Keller, FCPS Superintendent, joined by the Fluvanna County School Board, Chuck Winkler, Assistant Superintendent, and Ed Breslauer, School Finance Director, provided a first look at the FCPS FY18 Budget. Mr. Breslauer walked the Board of Supervisors through a “School Budget 101,” highlighting the school funding streams and expenditures, as well as a high-level view of the state-funding relationship, and the schools budget cycle.

Mrs. Keller and Mrs. Camilla Washington discussed staffing needs and staffing benefits, proposed staff positions, and capital and technology improvements. Mrs. Washington pointed out that staff pay and benefits continue to be a high priority, in terms of being competitive regionally, and holding staff harmless from insurance premium increases.

**PUBLIC COMMENTS #2**

At 7:32pm Chair Sheridan opened the second round of Public Comments.  
There being no one wishing to speak, Chair Sheridan closed the second round of public Comments at 7:32pm.

**CLOSED MEETING**

**MOTION TO ENTER INTO A CLOSED MEETING**

At 7:33pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.6, A.7, & A.19 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Investment of Funds, Legal Matters, and Public Safety. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O’Brien, Sheridan, and Weaver. NAY: None. ABSENT: None.

**MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION**

At 9:15pm, 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.” Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, & Weaver. NAYS: None. ABSENT: None.

**MOTION TO EXTEND**

Mr. Weaver moved, and Mr. O’Brien offered second to extend the meeting until 11:00pm. The motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

**ADJOURN**

**MOTION:**

At 9:16pm Mrs. Booker moved to adjourn the regular meeting of Wednesday, November 2, 2016. Mr. O’Brien seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Kelly Belanger Harris  
Clerk to the Board

\_\_\_\_\_  
John M. Sheridan  
Chair



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB G**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
<b>MOTION(s):</b>	<b>I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, November 16, 2016 Regular Meeting, be adopted.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Kelly Belanger Harris, Clerk to the Board				
<b>PRESENTER(S):</b>	Steven M. Nichols, County Administrator				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	None.				
<b>FISCAL IMPACT:</b>	N/A				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	None				
<b>ENCLOSURES:</b>	Draft Minutes for November 16, 2016				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Circuit Court Room**  
**November 16, 2016**  
**Work Session 4:00pm**  
**Regular Meeting 7:00 pm**

**MEMBERS PRESENT:** John M. (Mike) Sheridan, Columbia District, Chair  
Mozell Booker, Fork Union District, Vice Chair  
Patricia Eager, Palmyra District  
Tony O'Brien, Rivanna District  
Donald W. Weaver, Cunningham District

**ALSO PRESENT:** Steven M. Nichols, County Administrator  
Fred Payne, County Attorney  
Eric Dahl, Deputy County Administrator / Finance Director  
Kelly Belanger Harris, Clerk to the Board of Supervisors

**CALL TO ORDER WORK SESSION**  
At 4:02pm, Chair Sheridan called the Work Session of November 16, 2016 to order.  
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

- WORK SESSION DISCUSSION ITEMS**  
Topics of the Work Session included:
- Zion Crossroads Water/Sewer System Design Review – Wayne Stephens, Public Works Director/County Engineer, introduced Dan Villhauer, PE, Project Manager, Dewberry, for the Zion Crossroads Water/Sewer System. Mr. Villhauer provided a comprehensive overview of the proposed Zion Crossroads Water/Sewer System design.
  - Columbia and Cunningham Schools Update – Eric Dahl, DCA/Finance Director, and Wayne Stephens, Public Works Director/County Engineer, synopsised the current state of the two former elementary schools, history of marketing attempts, and ask for guidance from the Board on moving forward. Mr. Dan Corbin, commercial real estate agent, discussed the difficulties of selling the schools, and offered to donate his services to inspect, review, and offer feedback to the Board on his findings.

**RECESS FOR DINNER**  
At 5:25pm, Chair Sheridan recessed for dinner.

**RECONVENE IN OPEN SESSION AND CALL TO ORDER**  
At 7:00 pm Chair Sheridan, reconvened the November 16, 2016, Regular Meeting.

**ADOPTION OF AGENDA**  
**MOTION**  
Mrs. Booker moved to accept the Agenda, noting changes adding New Business: *Resolution Recognizing Matthew Christopher Kolczynski Eagle Scout*, for the November 16, 2016 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

- COUNTY ADMINISTRATOR'S REPORT**  
Mr. Nichols reported on the following topics:
- Staff Stars and Community Efforts
    - Nationwide Insurance presented the Sheriff's Office with jackets for their deputies. This is part of a corporate initiative working in conjunction with their "Badges" program Presented by Local Nationwide Agent Mike Arnold.
    - New County Staff Members:
      - Nancy Oglesby, Assistant Commonwealth's Attorney, Started on Monday, Nov 14<sup>th</sup>
      - Mary Anna Twisdale, CSA Coordinator, Started on Monday, Nov 14<sup>th</sup>
  - Governor McAuliffe announced this on his Twitter page Nov 9, 2016: Red Rocker Candy
  - Convenience Center Tower Site Work
    - Foundations for shelter, generator, and fuel tank and pillars for tower
  - The CVRJ inmate program's to-do list for Fluvanna County is down to two items:
    - Litter pickup on Rolling Road, between Ruritan Lake Road and Kidds Store (Rt. 6 West River Rd).
    - Litter pickup on Route 6 East River Rd, from Dixie (US15) all the way to former "Town" of Columbia.
  - Jason Smith, Acting County Administrator – Nov 24-26. Mr. Nichols out of town for Thanksgiving Holiday.
  - Upcoming Meetings:  
Wed, Dec 7, 4:00 PM, Regular Meeting, Courtroom  
Wed, Dec 21, 7:00 PM, Regular Meeting, Courtroom

**BOARD OF SUPERVISORS UPDATES**  
Sheridan—VACo Conference.  
Booker—Thanks for the birthday card, CPMT, JABA Executive Board, Louisa Fluvanna Housing Foundation, VACo Conference.

Eager—VACo Conference.

O'Brien—VACo Conference, TJPDC.

Weaver—CVRJ, noting that improvements have been made in the parking lot regarding drainage.

#### **PUBLIC COMMENTS #1**

At 7:13pm Chair Sheridan opened the first round of Public Comments.

Sheriff Eric Hess introduced five new county deputies, including four newly graduated from the Academy: Valerie Luevanno, Simon Ward, Kevin Taylor, Brandon Bryant, Sean Brennan.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:19pm.

#### **PUBLIC HEARING**

None.

#### **ACTION MATTERS**

*Appointment to the Board of Equalization*— Steven M. Nichols, County Administrator, presented the slate of recommended candidates for 2017 Board of Equalization.

With no discussion,

##### **MOTION**

Mrs. Eager moved to appoint the following Regular Members:

- 1) Karen Bercaw;
- 2) Gary Ellis;
- 3) Everett Hannah;

and Alternate Member:

- 1) John Hill;

to the Board of Equalization for Real Estate Assessments, with terms to begin January 1, 2017 and to terminate December 31, 2017.

I further move to adopt the "Resolution Regarding the Board of Equalization". Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*Reappointment to the Board of Zoning Appeals*—Steven M. Nichols, County Administrator, presented the slate of candidates for the Board of Zoning Appeals. Mrs. Eager noted that having served on the Board of Zoning Appeals with Mr. Loving, she could attest to his engagement and involvement.

With no further discussion,

##### **MOTION**

Mrs. Booker moved to recommend the Circuit Court of Fluvanna County reappoint R. Easton Loving to the Board of Zoning Appeals with a term to begin January 1, 2017 and expire December 31, 2020. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*E911 Radio Project: Black & Veatch Addendum for Change Order #3*—Cheryl Elliott, Emergency Services Coordinator.

With no discussion,

##### **MOTION**

Mr. O'Brien moved the Board of Supervisors approve the "Third Addendum to Agreement for Emergency Communication Radio System Project Management and System Implementation Support Services" with Black & Veatch, with \$0 price adjustment for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Booker offered second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*E911 Radio Project: Change Order #5*—Cheryl Elliott, Emergency Services Coordinator requested a change to the contract with Motorola Solutions, as outlined in the motion. Ms. Elliott noted that this change decreases the cost of Change Order #3 (previously approved), provides a Statement of Work for Fiber Link to the Sheriff's Office, an Updated Project Performance Schedule, and a Statement of Work for Additional Engineering at Tower Site.

With little discussion,

##### **MOTION**

Mrs. Eager moved the Board of Supervisors approve the "Fifth Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System" with Motorola Solutions, Inc., in the amount of \$26,319.50 and a reduction in cost to Change Order #3 in the amount of \$23,782.39, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

*E911 Radio Project: Contract of Sale between CVEC and Fluvanna County*—Cheryl Elliott, Emergency Services Coordinator, brought forward a request to enter into a contract of sale between the Central Virginia Electric Cooperative (CVEC) and Fluvanna County, in order to secure a location to build a communication tower. Because of taller towers, the radio project now features a six-site design, including two non-county owned towers (VFW and Dominion Brema), which the County leases space (VFW is \$18,000/year and Dominion Brema is free of charge). The other four towers in the design include Sheriff's Office, Columbia School, Landfill and, lastly, this CVEC site. The intention of this request is for Fluvanna County to purchasing a 100x100 parcel on CVEC property for a 300' tower. CVEC will provide electricity for the County's equipment. The County has an ingress and egress easement to the tower parcel, but CVEC will build and maintain the access road. The County will own and maintain the tower and our shelter/generator/ propane tank. In the event that this tower is no longer

needed for public safety, the property will revert to CVEC. There will be no charge to CVEC to “rent” space on the tower for their equipment. They will provide their own shelter and electrical power. The Contract of Sale outlines approximately where their equipment will be placed on the tower, but final placement will depend on intermodulation studies and their path studies. Any additional providers who co-locate on this tower will pay co-location fees to the County. The tower will be designed to host an additional three cell carriers. Purchase price for the land is \$10. Maintenance/utilities for the tower and site will be less than \$3,000/year (because CVEC will provide electricity). There is potential for three cell carriers to co-locate, which would provide ~\$72,000/year (\$2K/carrier/month) in revenue to the County.

**MOTION**

Mr. Weaver moved the Board of Supervisors approve the “Contract of Sale” between Central Virginia Electric Cooperative and Fluvanna County, and authorize the County Administrator to execute the Contract, subject to approval as to form by the County Attorney. Mrs. Eager seconded and the motion passed 5-0.

*Fluvanna County Tourism Signage* – Jason Smith, Community & Economic Development Director, came before the Board to request a funding for VDOT signage to improve visibility for County sites and attractions.

Following discussion focused on the different types of signage available, best placement, and where funding would come from,

**MOTION**

Mrs. Booker moved the Board of Supervisors approve a budget transfer for \$1,100 from the FY17 BOS Contingency to the FY17 Economic Development Department budget for the purpose of VDOT road signage. Mr. O’Brien seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Policy D.5, Background Checks for Employees and Volunteers* - Gail Parrish, HR Manager, presented an update to the Personnel Policy regarding background checks for employees and volunteers.

With no discussion,

**MOTION**

Mrs. Booker moved the Board of Supervisors approve the revised D.5 Background Checks for Employees and Volunteers, as presented. Mr. Weaver seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Policy N.3, Court Leave* - Gail Parrish, HR Manager, gave an overview to changes in Personnel Policy regarding Court Leave.

With no discussion,

**MOTION**

Mr. O’Brien moved the Board of Supervisors approve the revised N.3 Court Leave Policy, as presented. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

*Advertisement of the Proposed Fluvanna County Code Amendment and Reenactment Regarding Tax Exemptions for Certain Solar Energy Equipment, Facilities or Devices* – Steve Nichols, County Administrator and Fred Payne, County Attorney, presented a request to update County Code, clarifying language and definitions.

Following general discussion,

**MOTION**

Mr. O’Brien moved the Board of Supervisors authorize staff to advertise a Public Hearing on December 21, 2016, entitled, “AN ORDINANCE TO AMEND AND REENACT CHAPTER 20, ARTICLE 9 OF THE FLUVANNA COUNTY CODE REGARDING TAX EXEMPTIONS FOR CERTAIN SOLAR ENERGY EQUIPMENT, FACILITIES OR DEVICES.” Mrs. Eager seconded and the motion passed 4-0-1. AYE: Sheridan, Booker, Eager, & O’Brien. NAY: None. ABSTAIN: Weaver. ABSENT: None.

*Advertisement of the Proposed Fluvanna County Code Amendments and Reenactments Relating to Personal Property Tax Returns* – Steve Nichols, County Administrator and Fred Payne, County Attorney, presented a request to update County Code, clarifying language and definitions.

With little discussion,

**MOTION**

Mrs. Booker moved the Board of Supervisors authorize staff to advertise a Public Hearing on December 21, 2016, entitled, “AN ORDINANCE TO AMEND AND REENACT CHAPTER 20, ARTICLE 1 OF THE FLUVANNA COUNTY CODE REGARDING PERSONAL PROPERTY TAX RETURNS TO CHANGE THE DATE FOR FILING AND TO DELETE AN OBSOLETE PROVISION REGARDING MOTOR VEHICLE LICENSES.” Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

**PRESENTATIONS**

*JAUNT FY16 Review*—Karen Davis, Assistant Executive Director, JAUNT, came before the Board to provide an Annual Report, highlighting local benefits, FY16 fiscal highlights, and projected ridership.

*Reassessment Update* – Jonathan Larsen, Blue Ridge Mass Appraisal, provided an update of the current real estate reassessment. Mr. Larsen reported that field work was completed in October. Assessment hearings began in early November, with call volume low. Mr. Larsen offered appreciation for the ease of completing the assessment, noting that County employees were very helpful in getting the work completed. An average increase of 3-4% in value was assessed.

*Progress Report on Upgrades and Repairs at Palmyra Rescue*—Wayne Stephens, Director of Public Works and County Engineer, presented updates on the Palmyra Rescue Building. Upgrades or repairs included: lighting, HVAC system, gutters and downspouts, snow guards, and flooring.

#### **CONSENT AGENDA**

The following item was pulled from consideration, for administrative errors:

Tab X: *Approval of Open Space Contract for Matthew P. Gooch* – Andrew M. Sheridan, Commissioner of the Revenue

The following items were discussed before approval:

Tab T: *Accounts Payable Report, October 2016*

The following items were approved under the Consent Agenda for November 16, 2016:

*Accounts Payable Report, October 2016*—Eric Dahl, Deputy County Administrator & Finance Director

*CRM Fund Request – Freezer Door Central Elementary*—Ed Breslauer, FCPS Director of Finance

*FY17 1st Quarter Budget Report*—Martin Brookhart, Management Analyst

*Approval of Open Space Contract for Carole A. Bryan* – Andrew M. Sheridan, Commissioner of the Revenue

*Approval of Open Space Contract for Stephen P. and Felicity G. Gooch* – Andrew M. Sheridan, Commissioner of the Revenue

*A Resolution Supporting the Submission of a SmartScale Application Requesting Transportation Funding*—Brad Robinson, Senior Planner

#### **MOTION**

Mr. Weaver moved to approve the items on the Consent Agenda for November 16, 2016, and ratified Accounts Payable and Payroll for October 2016, in the amount of \$1,529,870.30. Mr. O'Brien seconded and the motion passed 4-0-1. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSTAIN: None. ABSENT: None.

#### **UNFINISHED BUSINESS**

Mrs. Booker provided an update on the Emancipation Proclamation Monument placement, noting that she has not finished her research and listening in the community.

#### **NEW BUSINESS**

*Resolution Recognizing Matthew Christopher Kolczynski Eagle Scout*—Steven M. Nichols, County Administrator

#### **MOTION**

Mr. Weaver moved the Fluvanna County Board of Supervisors adopt the resolution entitled "Recognizing Matthew Christopher Kolczynski for Award of Eagle Scout Status". Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

Mr. O'Brien wished to recognize five Lake Monticello-area teens, brothers Michael and Ashton Brown, Ethian Kidd, Dillan Cobbs, Michelle Harris, Andrew Ward, and Brycen Baber, who noticed a house on fire and helped the occupants to safety.

Mrs. Booker presented a citizen request to better understand owner-requirements following timber clear cut. Mr. Nichols explained that based on prior, there are no requirements for the owner to clean up the land following a clear cut, beyond what is necessary to maintain compliance in a forestry-land use program.

#### **PUBLIC COMMENTS #2**

At 9:09pm Chair Sheridan opened the second round of Public Comments.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 9:10pm.

#### **CLOSED MEETING**

##### **MOTION TO ENTER INTO A CLOSED MEETING**

At 9:10pm, Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

##### **MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION**

At 9:33pm, 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: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

#### **MOTION**

Mrs. Eager moved to approve a hiring hourly rate of \$15.32 for the new Part-time Library Clerk, Carol Owen, effective November 7, 2016, with the pay and benefits to come from the existing FY17 Library Budget. Mr. O'Brien seconded and the motion passed unanimously.

#### **ADJOURN**

#### **MOTION:**

At 9:35pm Mr. O'Brien moved to adjourn the regular meeting of Wednesday, November 16, 2016. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Kelly Belanger Harris  
Clerk to the Board

\_\_\_\_\_  
John M. Sheridan  
Chair

DRAFT

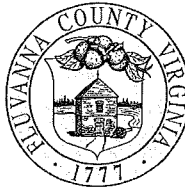


**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB H**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Matthew P. Gooch				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Matthew P. Gooch for tax map parcel 10-A-63A; agreement shall remain in effect for a term of five (5) consecutive years.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code. A portion of this property was previously in the agricultural aspect of the land use program, while the remaining acreage was taxed at full value.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Matthew P. Gooch's executed open space contract -Map of tax map parcel 10-A-63A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 27<sup>th</sup> day of October, 2016, by and between Matthew P. Gooch, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel: 10-A-63A (15.74 acres in open space of 17.74 total acres)

2. The Grantor agrees that during the term of this agreement:
  - A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
  - B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
  - C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
    - 1) on the Property as of the date of this agreement; or
    - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
  - D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
  - E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of (five) 5 ( ) consecutive years.

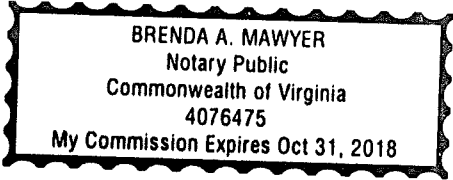
4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Matthew P Booch (SEAL)  
Landowner

\_\_\_\_\_  
Co-owner (s)

STATE OF VIRGINIA  
COUNTY OF ~~FLUVANNA~~, to-wit:  
*Albemarle*

The foregoing instrument was acknowledged before me by  
Matthew P Booch, Landowner (s)  
on this 27<sup>th</sup> day of October, 2016.  
My commission expires: 10-31-2018



Brenda A Mawyer  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

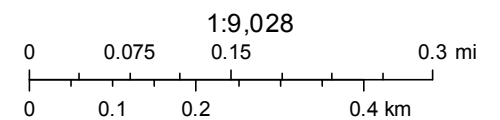
STATE OF VIRGINIA  
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, Fluvanna County Administrator  
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



November 8, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**AGENDA ITEM STAFF REPORT**

**TAB I**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Approval of Open Space Contract for Bobby and Mildred Shumake and Leslie D. Benson				
<b>MOTION(s):</b>	<b>I move to approve the open space contract for Bobby and Mildred Shumake and Leslie D. Benson for tax map parcel 52-A-6A; agreement shall remain in effect for a term of five (5) consecutive years.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
<b>STAFF CONTACT(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>PRESENTER(S):</b>	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Immediate				
<b>DISCUSSION:</b>	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code. This property has never been in the land use program.				
<b>FISCAL IMPACT:</b>	None				
<b>POLICY IMPACT:</b>	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	-Bobby and Mildred Shumake and Leslie Benson's executed open space contract -Map of tax map parcel 52-A-6A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other





## CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

**THIS AGREEMENT**, made this 16 day of November, 2016, by and between Bobby & Mildred Shumake Life Estate & Leslie D. Benson, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

**WHEREAS**, the Grantor owns certain real estate, described below, hereinafter called the Property; and

**WHEREAS**, the County is the local governing body having real estate tax jurisdiction over the Property; and

**WHEREAS**, the County has determined:

- A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and
- B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and
- C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

**WHEREAS**, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

**WHEREAS**, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

**NOW, THEREFORE**, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

Tax Map Parcel 52-A-6A (19.576 acres)

2. The Grantor agrees that during the term of this agreement:

- A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
- B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
- C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
  - 1) on the Property as of the date of this agreement; or
  - 2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
- D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
- E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

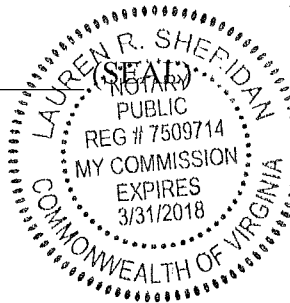
- F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.
  - G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.
  - H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.
  - I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.
  - J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.
  - K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.
3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of five (5) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.
8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.
9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.
11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.
12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.
13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Mildred C. Shumake  
Bobby M. Shumake  
Landowner



Leslie Benson  
Co-owner (s)



County/City of Fluvanna  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 21<sup>st</sup> day of November,  
2016, by  
Leslie Benson  
(name of person seeking acknowledgement)  
Lauren R. Sheridan  
Notary Public  
My Commission Expires: 3/31/2018

**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

The foregoing instrument was acknowledged before me by

Bobby & Mildred Shumake, Landowner (s)

on this 16<sup>th</sup> day of November, 2016.

My commission expires: March 31, 2018

Lauren R. Sheridan  
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: \_\_\_\_\_  
County Administrator

**STATE OF VIRGINIA**  
**COUNTY OF FLUVANNA, to-wit:**

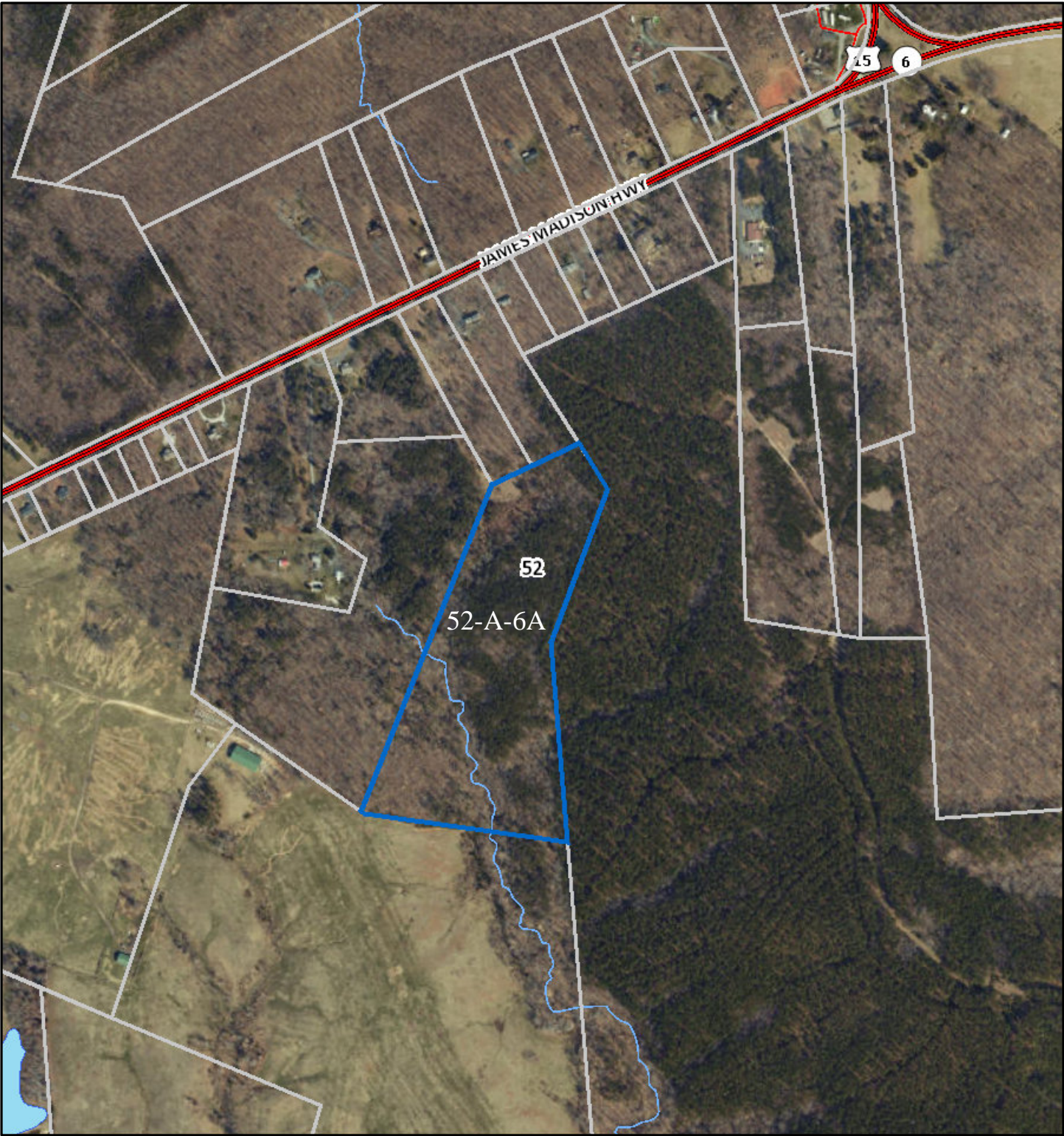
The foregoing instrument was acknowledged before me by

\_\_\_\_\_, Fluvanna County Administrator

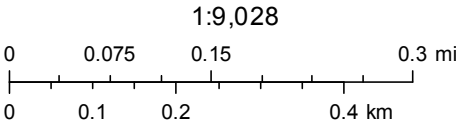
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



November 21, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB J**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	ROOF REPLACEMENT – FLUVANNA COUNTY SOCIAL SERVICES BUILDING				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the contract between the County of Fluvanna, Virginia, and Skyline Roofing Inc. to complete the Roof Replacement at the Department of Social Services totaling \$35,050, and as needed, for replacement of insulation and wood decking, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		x			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				x	
<b>STAFF CONTACT(S):</b>	Cyndi Toler, Purchasing Officer				
<b>PRESENTER(S):</b>	Cyndi Toler, Purchasing Officer				
<b>RECOMMENDATION:</b>	Approve				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>On October 5, 2016 we issued an IFB for roof replacement on the Department of Social Services. Four Companies submitted Bids, Skyline Roofing was found to be the least expensive responsible and responsive bid.</p> <p>The Flat fee for replacement is \$35,050, There may be additional costs for replacement of insulation and wood decking, if those items are wet or deteriorated in areas.</p>				
<b>FISCAL IMPACT:</b>	In the FY17 CIP there is \$110,000 allotted to replace the roof on the DSS and the Gym building.				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	Contract				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
	x		x		



## COUNTY OF FLUVANNA, VIRGINIA

### CONTRACT FOR ROOF REPLACEMENT – FLUVANNA COUNTY SOCIAL SERVICES BUILDING

This Contract for Roof Replacement – Fluvanna County Social Services Building (the “**Contract**”), is made this \_\_\_\_ day of \_\_\_\_\_, 2016 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Skyline Roofing Inc., a Virginia corporation (“**Contractor**”).

**WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**I. SCOPE OF SERVICES:** The Contractor shall provide all labor, service and materials to replace the roof at the Fluvanna County Social Services Building so as to meet or exceed the requirements of: (i) the Invitation for Bids dated October 5, 2016, IFB Number 2017-01, (the “**IFB**”), being Part II of the Contractor’s Bid (defined below) which Bid is attached hereto and incorporated herein by reference as a material part of this Contract as **Exhibit 1**, including specifically, but not limited to, the requirements of that **Attachment E** to the IFB, being a letter “RE: Asbestos-Containing Materials (ACM) Inspection report for the Fluvanna County Social Services Main Building Roof” dated October 1, 2016 to Mr. Will Shaw, Assistant Director of Public Works for Fluvanna County, from TJL Environmental Health Consultants, Inc. (hereinafter the “**Asbestos Letter**”); and (ii) the Contractor’s Bid with all exhibits and attachments thereto in response to the IFB (collectively with all exhibits and attachments thereto the “**Bid**”), which Bid is attached hereto and incorporated herein by reference as a material part of this Contract as **Exhibit 1**. The labor, services, materials and other requirements of the IFB, Asbestos Letter, and Bid are hereinafter collectively referred to as the “**Materials and Services**”.

The Materials and Services must be provided in accordance with all applicable Federal, State or Local laws, statutes, regulations, rules and ordinances of any kind (collectively “**Governing Regulation**”), including, but not limited any Governing Regulations related to asbestos and health, safety, the environment or disposal.

The Materials and Services must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade. The Materials and Services include at minimum a 2 year warranty on all labor performed to complete project as well as a 20 year Manufacturer’s NDL Warranty, each to begin on the Completion Date, as defined below; and such shall be in addition to any warranty required under the IFB or Bid.

The Materials and Services must be provided so as to meet or exceed all of the requirements and conditions of the Asbestos Letter. By executing this Contract the Contractor certifies that its employees, agents, representatives or any person doing any work on the Materials and Services have been trained, monitored and protected in accordance with Occupational Safety and Health Administration ("OSHA") Asbestos Standards as required by the Asbestos Letter. Contractor certifies that it can perform the Materials and Services, including any but not limited to, installation, encapsulation or removal of existing roofing, without causing any asbestos-containing roofing to become friable to the extent it would be a violation of any Governing Regulation for Contractor to continue work. Contractor further certifies that this work is not an "Asbestos Project" as defined under Virginia Code 54.1-500; and if Contractor becomes aware of an Asbestos Project or that any of its activities have created an Asbestos Project, it will immediately stop work and notify the County in writing. If the Contractor has caused the Asbestos Project, by any act or omission, then the Contractor shall engage a properly licensed Asbestos Contractor at its sole cost and expense to remediate the Asbestos Project. Contractor shall dispose of any asbestos containing materials properly and in accordance with Governing Regulation.

**II. COMPENSATION:** The Contractor shall be paid a flat fee of THIRTY-FIVE THOUSAND FIFTY AND NO/100 DOLLARS (\$35,050.00) for the Materials and Services in accordance with Appendix A to the Bid. If necessary and only upon written approval by the County to proceed, replacement of wet or deteriorated insulation "ISO Replacement" (labor overhead and profit included) shall be completed at an additional cost of \$0.79 per square foot. If necessary and only upon written approval by the County to proceed, replacement of deteriorated wood deck "CDX Deck Replacement" (labor overhead and profit included) shall be completed at an additional cost of \$3.40 per square foot. Notwithstanding, Appendix A to the Bid. all such payments shall be due and payable within 45 days of receipt by the County of a proper invoice and in accordance with Section 47 "Payment" of the General Terms, defined below. In no event, shall Contractor be paid prior to the Completion Date, as defined below in Section IV.

**III. OTHER CONTRACT TERMS:** The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors referenced in and incorporated into the IFB (the "General Terms"), are attached hereto as Exhibit 2, and are specifically incorporated herein by reference as material terms of this Contract. Where any of the General Terms, the IFB or the Bid, directly conflict with any of the specific terms of this Contract, this Contract shall control.

**IV. PERIOD OF PERFORMANCE:** All Materials and Services are to be installed, operational and in compliance with this Contract, the IFB and the Bid to the satisfaction of the County within fourteen (14) business days after execution of this Contract by the County. The date that all Materials and Services are installed, including any optional work on the insulation or deteriorated

wood deck, operational and in compliance with this Contract, the IFB and the Bid to the satisfaction of the County is the **"Completion Date"**.

**V. MISCELLANEOUS.** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. The legal address for the County and for the Contractor and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer

Fluvanna County

P.O. Box 540

Palmyra, VA 22963

Telephone (434) 591-1930

FAX (434) 591-1911

With a Copy to:

Mr. Frederick W. Payne, Fluvanna County Attorney

414 East Jefferson Street

Charlottesville, VA 22902

Contractor:

Skyline Roofing Inc

ATTN: Stacy Rodgers, Senior Estimator

112 Meigs Lane

Dayton, VA 22821

Telephone (540) 879-2279

FAX (540) 879-2805

Any party may substitute another address for the one set forth above by giving a notice in the manner required. Any notice given by mail will be deemed to be received on the fifth (5th) day

after deposit in the United States mail. Any notice given by hand will be deemed to be received when delivered. Notice by courier will be deemed to have been received on the date shown on any certificate of delivery.

**Witness the following duly authorized signatures and seals:**

**Skyline Roofing Inc.,**  
a Virginia Corporation

**Fluvanna County,**  
a political subdivision of the  
Commonwealth of Virginia

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney



112 MEIGS LANE  
DAYTON, VA 22821  
(O) 540-879-2279 (F) 540-879-2805  
VA.# 2705-135816A WV.# 046044

---

County of Fluvanna, Virginia  
Invitation for Bid  
ITB# 2017-01

Roof Replacement- Social Services Building  
8880 James Madison Hwy.  
Fork Union, VA 23055

Date Due: 10/31/2016 by 2:00 PM  
County of Fluvanna  
Cyndi Toler, Purchasing Officer  
132 Main Street  
Palmyra, VA 22963

Submitted By:  
Skyline Roofing, Inc.  
112 Meigs Lane  
Dayton, VA 22821

By:  
Stacy Rodgers  
Senior Estimator

Exhibit 1



112 MEIGS LANE  
DAYTON, VA 22821  
(O) 540-879-2279 (F) 540-879-2805  
VA.# 2705-135816A WV.# 046044

County of Fluvanna, VA  
Invitation for Bid  
Roof Replacement- Social Services Building  
ITB #2017-01

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III. Fluvanna ITB section G.....Page 14  
IV. Appendix A-Skyline Scope and Pricing.....Page 15  
V. Appendix B-Sample Insurance Certificates.....Page 16-17



112 MEIGS LANE  
DAYTON, VA 22821  
(O) 540-879-2279 (F) 540-879-2805  
VA.# 2705-135816A WV.# 046044

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County of Fluvanna, Virginia  
Invitation for Bid  
ITB # 2017-01

I. Letter of Interest:

Skyline Roofing, Inc. is a fully licensed and insured roofing contractor with our corporate office located in Dayton, VA. This office currently services all of our customers and would be the center contact for all work with the County of Fluvanna, VA. Skyline Roofing is fully staffed with knowledgeable and experienced management and installation crews that give prompt attention to all of the customer's needs and concerns.

Skyline Roofing is a licensed installer for Firestone Building Products earning 3 consecutive Master Contractor Awards and Partner in Quality. We also are licensed with Duro-Last, Johns Manville, Versico, Tremco, Atas International, McElroy Metal, Peterson Aluminum, Berridge, and Fabral. We install commercial single ply EPDM, TPO, and PVC along with commercial and residential standing seam and snap lock metal roofing, tile, and shingle. We have the capability to manufacture our own panels and shop fabricate trims, coping, and edge metals using state of the art digital breaks and shears. Several projects have won top awards for install and appearance and our inspection ratings are in perfect standing. Skyline Roofing also maintains excellent credit and financial standing.

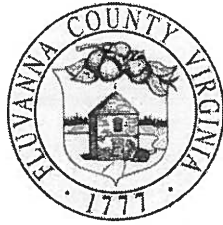
Skyline Roofing, Inc. attended the mandatory prebid and fully examined the county IFB. We are familiar with the requested services for your project and have completed similar projects in the past.

Skyline Roofing, Inc. takes great pride in our attention to detail and customer satisfaction. We are prompt, dedicated, fully competent, and capable of all projects.

On behalf of Skyline Roofing I would like to thank you for your time reviewing our information.

Sincerely,  
Skyline Roofing, Inc.

Stacy Rodgers  
Senior Estimator



**COUNTY OF FLUVANNA, VIRGINIA**  
**Invitation for Bid (IFB) #2017-01**  
**ROOF REPLACEMENT - - SOCIAL SERVICES BUILDING**

**Issue Date: October 5, 2016**

**Due Date: October 31, 2016 at 2 p.m. EST**

**Procurement Contact:**

County of Fluvanna  
Cyndi Toler, Purchasing Officer  
132 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
Ph: (434) 591-1930 ext. 1124  
Email: [ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)

**Issuing Department Contact:**

County of Fluvanna  
Will Shaw, Assistant Director of  
Public Works  
197 Main Street  
P.O. Box 540  
Palmyra, VA 22963  
Ph: (434) 591-1925  
Email: [wshaw@fluvannacounty.org](mailto:wshaw@fluvannacounty.org)

**All sealed bids shall be turned in no later 2:00 p.m. EST, Monday, October 31, 2016. All bids that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" 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.**

Bid documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2<sup>nd</sup> floor, Palmyra, VA 22963 or by clicking on the following link:  
<http://www.fluvannacounty.org/services/finance/procurement/solicitations>.

**1. GENERAL INFORMATION**

- A. The Fluvanna County Board of Supervisors (hereinafter the "County") is requesting competitive sealed bids from qualified licensed and insured firms to remove, repair, and replace the roof on the Fluvanna County Social Services Building, Carysbrook Complex located at 8880 James Madison Highway, Fork Union, VA 23055. The firm shall have the necessary expertise in roof replacement and repair to complete the scope of work outlined herein.

**2. MANDATORY PRE-BID CONFERENCE**

- A. A mandatory pre-bid conference will be held on Monday, the 17th day of October, 2016 at 11 a.m. at the Fluvanna County Social Services Building, Carysbrook Complex located at 8880 James Madison Highway, Fork Union, VA 23055. Firms who cannot attend must make arrangements prior to this meeting to inspect the property.

### 3. OVERVIEW

- A. Roof is approximately 7,600 Square Feet. The existing roof composition is a Mechanically Fastened EPDM with a 1.5" Polyisocyanurate Insulation, over a Built Up Roof with a wood deck substrate. It is the responsibility of the contractor to verify the roof core prior to bidding the project.
- B. Asbestos test report attached. (Attachment E)
- C. Overview photos attached (Image 1 & 2)
- D. Provide price for the roof replacement; provide unit pricing to replace any damaged or wet insulation; and, provide unit pricing for wood deck replacement.

### 4. SCOPE OF WORK

- A. The Contractor shall provide all necessary labor, materials, tools, equipment, supervision, services, work or other necessary services to complete the following work on the project:
  - i. Load materials onto the roof and set up the necessary safety equipment.
  - ii. Remove any loose dirt and debris on the roof by means of sweeping or blowing and dispose of properly.
  - iii. Cut the existing roof membrane into a 10'x10' grid prior to installing the new roof system.
  - iv. Remove and replace any wet or deteriorated insulation at a square foot price of \$\_\_\_\_ pending the owner's approval. If awarded the project perform an infrared scan can to determine any wet areas.
  - v. Remove and replace any deteriorated wood deck at a square foot price of \$\_\_\_\_ pending the owner's approval.
  - vi. Over the prepared roof section, install a Mechanically Fastened 115 Mil White Fleece Backed TPO Roof System.
  - vii. Flash all walls, projections, scuppers, drains, and roof curbs in accordance with the manufacturer's specifications.
  - viii. Install new wooden nailer on top of the block stone in preparation to receive new metal coping. ~260 linear feet (contractor to field verify footage) of wooden nailer to be included in the base bid.
  - ix. On the parapet wall, mechanically fasten plywood as required by the manufacture to ensure a warrantable condition.
  - x. Install new 24 gauge Kynar finished coping over the block wall. The new coping to cover the exposed and deteriorated caulk joints in the stone coping. The color to be chosen from the standard color chart.
  - xi. Install new 24 gauge drip edge along the gutter edge. The color to be chosen from the standard color chart.
  - xii. Install new 24 gauge Kynar finished counter flashing and termination bar to follow manufacturer's 20 year warranty specifications.
  - xiii. Upon completion of the roof project remove all job related materials and debris.
  - xiv. A 2 year Contractor's and a 20 Manufacturer's NDL Warranty will be required upon completion of the roof project.
  - xv. If using interior roof hatch for access, paper booties or other approved protection shall be used to protect the indoor carpeting from black carbon soiling.

## 5. ADDITIONAL REQUIREMENTS

### A. The Contractor shall

- i. Possess a valid Class "A" contractor's license with the appropriate specialty services as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform electrical services.
- ii. Be responsible for providing quality roof and restoration services in accordance with industry standards, plans, directions and instructions as provided by the Issuing Department and the County.
- iii. Assign a Supervisor to the project who shall be the main point of contact for the project.
- iv. Assure and guaranty that all equipment, materials, and installation work shall conform to the Virginia Uniform Statewide Building Codes, OSHA, and this IFB.
- v. Agree to all of the provisions of the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors attached to this Invitation for Bid and further shall agree that any resulting contract awarded pursuant to this Invitation for Bid shall incorporate by reference as material provisions of such Contract the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors.

### B. PROTECTION OF PERSON AND PROPERTY.

- i. Contractor shall be responsible for initiating, maintaining and supervision of all safety precautions in connection with the work being performed.

### C. BUILDING PERMITS & INSPECTIONS

- i. The Contractor shall apply for all required building permits before starting the project.
- ii. Contractor shall notify Department of Public Works to arrange for inspections at agreed milestones and shall notify Department of Public Works for final inspection.

## 6. SUBMITTAL INSTRUCTIONS

- A. The format of each bid must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the bid document:
- B. **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Invitation for Bid, a general understanding of the project, an overview of the history and qualifications of the firm.
- C. **Pricing Sheet** – The Offer should detail the rates requested.
  - i. Base Price: \_\_\_\_\_
  - ii. Square foot price for replacement insulation: \_\_\_\_\_
  - iii. Square foot price for replacement wood decking: \_\_\_\_\_
- D. **Forms:** All forms required to be submitted under this IFB must be included in the Bid.
  - i. Vendor Data Sheet (Attachment A)
  - ii. Proof of Authority to Transact Business in Virginia (Attachment B)
  - iii. Certificate of No Collusion (Attachment C)
  - iv. Offeror Statement (Attachment D)
- E. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- F. Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the bid. If publications are supplied by the Officer to respond to a requirement, the response should include reference to the document number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.

- G. Each firm submitting a bid shall provide an updated statement of qualifications. The following is the minimum to be considered a complete bid:
- i. Expertise and experience of the firm related to the scope of services contained in this IFB. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
  - ii. Financial responsibility of the firm. The firm shall agree to carry the required liability insurances that are listed under item number 39 of the "GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS" referred herein.
  - iii. The firm should include a street address of the office proposed to handle the work.
  - iv. Identification and statement of qualifications of the construction project team who will be assigned to the project for actual "hands on" work, as well as the principal assigned the project for oversight responsibilities.
  - v. Provide your proposed project timeline/completion schedule.
- H. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

## 7. SUBMITTAL INSTRUCTIONS

- A. **Each Offeror must submit one (1) original and three (3) copies along with one (1) electronic copy of its bid documents on CD ROM, DVD, or USB flash drive/memory stick.**
- B. An authorized representative of the Offeror shall sign bid documents. All information requested should be submitted. Failure to submit all information requested may result in the bid being rejected by the County.
- C. All forms attached to this IFB must be fully completed, executed by the Offeror and returned as a part of Offer's Bid.
- D. **Each bid shall be in writing and received in hard copy by the deadline. Oral bids, bids received by telephone, fax, telegraph, or email shall be rejected.**

## 8. CONTRACT AWARD

- A. The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this IFB, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law.

## 9. TERMS

- A. The County's General Terms, Conditions, and Instructions to Bidders and Contractors can be found on the County website at:  
<http://fluvannacounty.org/content/documents/Procurement/General-Terms-and-Conditions.pdf>
- B. These provisions bind all Offerors. Further, the conditions and requirements of this IFB, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).
- C. Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the projects identified herein. The County may choose not to award a contract or Notice to Proceed for any or all projects described herein.

# Images



Image 1. Overview of the roof.



Image 2. Overview continued. The new wall flashing will extend up and over the walls, and with new metal edge installed.

**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: Dennis Wenger Phone: 540-879-2279

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

11 Years 10 Months

4. Vendor Information:

FIN or FEI Number: 20-5864185 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.

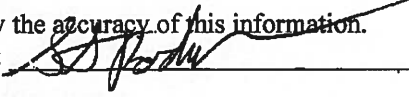
Company: Shen Valle Logistics	Contact: Saad F. Dorgham
Phone: 703-898-2928	Email:
Dates of Service: Current	\$\$ Value: 660,000.00
	MF Fleece back TPO over existing

Company: Matchbox Realty and Mgmt.	Contact: Barry Kelly
Phone: 540-434-5150	Email:
Dates of Service: 2012-current	\$\$ Value: 2 Million

Company: Pilgrims Pride Corp	Contact: Pete Forehand
Phone: 540-578-0978	Email:
Dates of Service: 2014-Current	\$\$ Value: 1.3 Million

Company: City of Charlottesville	Contact: Tom Meek
Phone: 434-970-3664	Email:
Dates of Service: 2015-Current	\$\$ Value: 500,000.00

I certify the accuracy of this information.

Signed:  Title: Senior Estimator Date: 10/28/16

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment A)**

# **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 Article IV.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. XX 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) Skyline Roofing, Inc.

Legal Name of Offeror/Bidder Skyline Roofing, Inc.

Date 10/28/2016

Authorized Signature



Print or Type Name and Title Stacy Rodgers, Senior Estimator

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION (Attachment B)**

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of Skyline Roofing, Inc., does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid 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 bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 et seq.)

[Signature]  
Signature of Company Representative

Skyline Roofing, Inc.  
Name of Company

10/28/2016  
Date

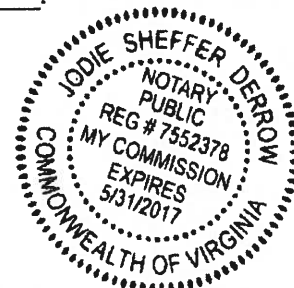
**ACKNOWLEDGEMENT**

STATE OF VIRGINIA  
FLUVANNA COUNTY, to wit:

The foregoing Certification of No Collusion bearing the signature of Stacy Rodgers and dated 10/28/2016 was subscribed and sworn to before the undersigned notary public by Jodie Sheffer Derron on 10-28-16.

[Signature]  
Notary Public

My commission expires: 5-31-17

**CODE OF VIRGINIA**

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment C)**

**OFFEROR STATEMENT**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Stacy Rodgers, Senior Estimator

Type or Print Name & Title of Authorized Person



Signature of Authorized Person Submitting This Bid

10/28/2016

Date

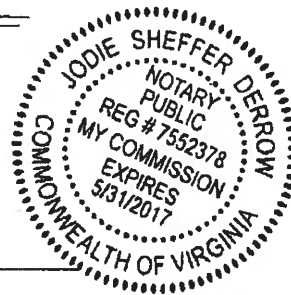
SUBSCRIBED AND SWORN to before me by the above named

Stacy Rodgers on the 28 day of October, 2016



Notary Public in and for the State of Virginia

My commission expires: 5-31-17



**PLEASE RETURN THIS PAGE WITH BID SUBMISSION- (Attachment D)**



TJL Environmental Health Consultants, Inc.  
2304 Jefferson Park Avenue  
Charlottesville, VA 22903  
434-977-1409  
tjloving@comcast.net

## **ASBESTOS-CONTAINING MATERIALS INSPECTION**

**Fluvanna County Social Services  
Main Building Roof  
Fluvanna County, Virginia**

**October 1, 2016**



TJL Environmental Health Consultants, Inc.  
2304 Jefferson Park Avenue  
Charlottesville, VA 22903  
434-977-1409  
tjloving@comcast.net

October 1, 2016

Mr. Will Shaw  
Assistant Public Works Director  
County of Fluvanna  
197 Main Street  
Palmyra, Virginia 22963

RE: Asbestos-Containing Materials (ACM) Inspection Report for the Fluvanna County  
Social Services Main Building Roof

Dear Mr. Shaw:

At your request, TJL Environmental Health Consultants, Inc. (TJL) inspected the built-up roof beneath the existing membrane roof on the Fluvanna County Social Services Main Building in Carysbrook, Virginia, for the presence of asbestos-containing materials (ACM) on September 27m 2016. In accordance with Virginia Statewide Building Code and EPA NESHAP pre-renovations requirements, all suspect ACM\* on this roof were sampled by TJL and later tested for asbestos content by a Virginia State-licensed laboratory using polarized light microscopy (PLM).

The ACM identified by this inspection are described below, along with their approximate locations, laboratory PLM results, and current physical conditions.

<u>ACM</u>	<u>LOCATION(S)</u>	<u>LABORATORY RESULTS</u>	<u>CONDITIONS (Friable** or Non-Friable, Stable or Damaged)</u>
(1) Black and silver roofing cements	Along surfaces of parapet walls and curbs, mainly on the front wall of the building	10% Chrysotile Asbestos	These ACM were non-friable and in stable condition at the time of this inspection.
(2) Curb flashings	Along parapet walls, and possibly around chimney and exhaust units where old flashings still remain	15% Chrysotile Asbestos	These ACM were non-friable and in stable condition at the time of this inspection.



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As indicated in the attached laboratory PLM report, no asbestos was detected within samples of the following materials:

1. Built-up roof field felts
2. Built-up roof base flashings around vent pipes and edges
3. Newer curb flashings around chimney and exhaust fans

**\*NOTE:** Since there was no complete demolition of the existing membrane roofs performed by TJL to allow access to all built-up roofing materials beneath them, certain inaccessible ACM may not have been identified. TJL has made every possible effort to locate all suspect ACM that were reasonably accessible to the inspector during the survey. Future maintenance, renovations or demolition contractors should be informed that enclosed ACM may not have been identified during this inspection and that if encountered, to cease work until a positive identification of the suspect materials has been made.

**\*\*NOTE:** Friable materials are those that can be reduced to a fine powder by applying normal hand pressure. Removal of greater than 160 square feet or 260 linear feet of friable ACM must be monitored by a third party Asbestos Project Monitor during all abatement activities. Project monitoring is recommended, but optional if less than these amounts of friable ACM are removed. Non-friable ACM that is in stable condition can be left in place during renovations if not disturbed or made friable. Non-friable ACM can be left in place during demolition provided they are not subjected to sanding, grinding, cutting, abrading or in any way made friable; however, all related construction debris must be properly disposed of as asbestos in a landfill approved to accept EPA NESHAP Category I or II Non-friable asbestos wastes, and all demolition workers must be properly trained, monitored and protected in accordance with the OSHA Asbestos Standard.

Please do not hesitate to contact me should you have questions regarding this report, or if I can provide further assistance with environmental health matters on this or future projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "T. Joel Loving", is written over a horizontal line.

T. Joel Loving, M.S., C.E.I.  
President  
Virginia Asbestos Inspector License #3303-000057



112 MEIGS LANE  
 DAYTON, VA 22821  
 (O) 540-879-2279 (F) 540-879-2805  
 VA.# 2705-135816A WV.# 046044

## Section G: Qualifications

- I. Expertise and experience of the firm related to the scope of services contained in this IFB.
  - Skyline Roofing has provided design services for complete re-roof projects to small scale repair options. Our management team has more than 30 years of combined experience in all phases of roofing projects. The majority of our field operations foremen have been installing commercial roofing for more than 15 years. Skyline Roofing continues to train it's employees on a regular basis in the methods and techniques required by our manufacturer's. We have worked on large scale projects for Berkeley County Public Schools, MillerCoors, Sysco VA, and Crutchfield. These projects ranged from complete renovations/re-roof, to new construction.
- II. Financial responsibility of the firm
  - Sample certificates of insurance are attached as APPENDIX B
- III. Street address of the office to handle work with Fluvanna County
  - Skyline Roofing, Inc., 112 Meigs Lane, Dayton, VA 22821
- IV. Personnel Qualifications
  - Skyline Roofing, Inc. has a management team with more than 30 years of combined experience in commercial roofing and construction. Our field foremen have more than 25 years of combined experience in the installations of roofing systems that range from built-up-roofing, to standing seam metal. Our field talent is exceptional and Skyline Roofing continually conducts in-house training with our manufacturer's technical staff to ensure current means and methods are being strictly followed. Our dedication to quality, our clients, and our employees are always first and foremost.
- V. Implementation timeline and support
  - Skyline Roofing will commence the project once all materials have been approved and released. Material delivery will be based on availability from the manufacturer. We anticipate a project completion of approximately 13 to 14 working days.



112 MEIGS LANE  
DAYTON, VA 22821

(540) 879-2279 (540) 879-2805 FAX

PROPOSAL SUBMITTED TO County of Fluvanna, Virginia		TODAY'S DATE 10/28/2016	EMAIL
PHONE NUMBER 434-591-1930	FAX NUMBER	JOB NAME ITB # 2017-01 Roof Replacement-Social Services Bldg.	
ADDRESS, CITY, STATE, ZIP 132 Main Street, Palmyra, VA 22963		JOB LOCATION 8880 James Madison Hwy., Fork Union, VA 23055	

### APPENDIX A

We propose hereby to furnish material and labor necessary for the completion of:

#### Detailed Scope of Work and Pricing:

- Remove and dispose of the existing flashings
- Cut the existing EPDM membrane in 10' x 10' grid sections
- Inspect the existing conditions (Wet/damaged iso will be replaced at the unit cost provided below) NO built-up-roofing removal is included
- Mechanically fasten new white 115 Fleece back TPO over the existing EPDM
- Install new 2" x 8" wood blocking to the existing perimeter coping stone
- Fully adhere TPO up and over the existing parapet walls
- Install 24 GA shop fabricated Kynar finished coping cap
- Install proper terminations as required by manufacturer
- Provide manufacturer's 20 year standard warranty and 2 year contractor warranty

BASE BID COST: \$35,050.00

1-1/2" ISO REPLACEMENT: \$0.79 per SQUARE FOOT

1/2" CDX DECK REPLACEMENT: \$3.40 per SQUARE FOOT

Note: All moisture testing, thermal imaging and reports are the sole responsibility of the owner

Voluntary Alternant: Completely remove and dispose of the two stone decorative pieces located on the front parapet wall that have been a continuous leak issue and replace with new welded aluminum decorative pieces matching the existing stone profile.

ADD TO BASE BID COST: \$ 3,000.00

All Gutter and down spout will remain in place

#### Payment Terms (net 10 days):

- Due upon completion

*All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above Scope of Work involving extra costs will be executed only upon written orders and will become an extra charge above and beyond this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.*

**Acceptance of Proposal - The above prices, Scope of Work and Terms and Conditions (attached) are satisfactory and are accepted. You are authorized to do the work as specified. Payment to be made as stated above. Proposal may be revised if not accepted within 30 days from proposal date.**

Skyline Roofing, Inc.

CUSTOMER

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature



# CERTIFICATE OF LIABILITY INSURANCE

SKYLROO-01

TCARRIER

DATE (MM/DD/YYYY)

5/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LD&B Insurance and Financial Services 205 South Liberty Street Harrisonburg, VA 22801	<b>CONTACT NAME:</b> <b>PHONE:</b> (540) 433-2796 <b>FAX:</b> (540) 434-9670 <b>(A/C, No. Ext):</b> <b>E-MAIL:</b> info@ldbinsurance.com <b>ADDRESS:</b>														
<b>INSURED</b>  Skyline Roofing Inc 112 Meigs Lane Dayton, VA 22821	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ERIE INSURANCE EXCHANGE</td> <td>26271</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ERIE INSURANCE EXCHANGE	26271	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q41-1350773	05/13/2016	05/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Q05-1340060	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q29-1370230	05/13/2016	05/13/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1 05

KYLIROO

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BB&amp;T Insurance Services, Inc.</b> <b>328 S. Main Street</b> <b>PO Box 929</b> <b>Harrisonburg, VA 22801</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 540 437-1300</b> <b>FAX (A/C, No): 8887468791</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> <b>Skyline Roofing Inc</b> <b>112 Meigs Lane</b> <b>Dayton, VA 22821-2007</b>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Brickstreet Mutual Insurance Co</td><td>12372</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Brickstreet Mutual Insurance Co	12372	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## \*\* Workers Comp Information \*\*

## Other States Coverage

## Proprietors/Partners/Executive Officers/Members Excluded:

Arnold Wenger, Vice President

Wilson Wenger, Secretary

## CERTIFICATE HOLDER

## CANCELLATION

<b>Skyline Roofing Inc.</b> <b>112 Meigs Lane</b> <b>Dayton, VA 22821</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joe O. Whight</i>
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# Appendix I

## COUNTY OF FLUVANNA

### GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

Exhibit 2

## 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, 2.2-4302.1 and 2.2-4302.2 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", "Job Order Contracting", "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 Small Business and Supplier Diversity. 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, 2<sup>nd</sup> 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.

**33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

### **CONTRACT PROVISIONS**

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. 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.
- 47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. 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.

**55. 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.

**56. 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.

**57. 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.

**58. 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.

**59. 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.

**60. 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.

**61. 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.

**62. 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.

**63. 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.

**64. 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.

**65. 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.

**66. 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**

**67. 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.

**68. 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.

- 69. 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.
- 70. 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.
- 71. 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.
- 72. 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.
- 73. 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.

**74. 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.

**75. 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.

**76. 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.

**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB K**

<b>MEETING DATE:</b>	December 7, 2016										
<b>AGENDA TITLE:</b>	FY17 FCPS Supplement Appropriation – Insurance Claims										
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve a supplemental appropriation of \$55,502.37 to the FY17 Schools budget for additional funds received from insurance claims.</b>										
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>								
		X									
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other						
				<b>X</b>							
<b>STAFF CONTACT(S):</b>	Martin Brookhart, Management Analyst										
<b>PRESENTER(S):</b>	Ed Breslauer, FCPS Director of Finance										
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.										
<b>TIMING:</b>	Routine										
<b>DISCUSSION:</b>	<p>Fluvanna County Public Schools has received several insurance adjustments recently totaling \$55,502.37 for events dating back to August 15, 2016.</p> <p>It is requested that the funds be appropriated to the Schools as an increase in the Other Local Funds appropriation in the amount of \$55,502.37. The categorical allocation of these funds is:</p> <table style="margin-left: 40px;"> <tr> <td>Transportation:</td><td>\$23,159.95</td></tr> <tr> <td>Technology:</td><td>\$27,814.48</td></tr> <tr> <td>Operations:</td><td>\$ 4,527.94</td></tr> </table> <p>FCPS FY17 overall budget will increase from \$38,697,925.35 to \$38,753,427.72.</p>					Transportation:	\$23,159.95	Technology:	\$27,814.48	Operations:	\$ 4,527.94
Transportation:	\$23,159.95										
Technology:	\$27,814.48										
Operations:	\$ 4,527.94										
<b>FISCAL IMPACT:</b>	FY17 FCPS revenues and expenses will increase by \$55,502.37.										
<b>POLICY IMPACT:</b>	N/A										
<b>LEGISLATIVE HISTORY:</b>	N/A										
<b>ENCLOSURES:</b>	None										
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other						
		<b>X</b>									



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB L**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	FY17 FCPS I3 Grant Supplemental Appropriation				
<b>MOTION(s):</b>	<b>I move the Board of Supervisors approve the supplemental appropriation of \$15,196.08 to the FY17 Fluvanna County Public Schools budget for I3 Grant Funds received.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>X</b>	
<b>STAFF CONTACT(S):</b>	Marty Brookhart, Management Analyst				
<b>PRESENTER(S):</b>	Ed Breslauer, FCPS Director of Finance				
<b>RECOMMENDATION:</b>	I recommend approval of the motion as stated above.				
<b>TIMING:</b>	Routine				
<b>DISCUSSION:</b>	<p>Fluvanna County Public Schools has received \$15,196.08 in additional Other Local grant funds. This grant is a STEM effort and Fluvanna is partnering on the grant with Albemarle and Charlottesville schools. This funding is for salaries and benefits for the I3 position at Fluvanna County High School.</p> <p>FCPS FY17 overall budget will increase from \$38,753,427.72 to \$38,768,623.80.</p>				
<b>FISCAL IMPACT:</b>	<p>This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.</p> <p>There is no local match required.</p>				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	None				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
		<b>X</b>			



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB M**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Temporary Staff Stipend for Additional Duties - Helfrich				
<b>MOTION(s):</b>	<b>I move to approve a temporary stipend for Amy Helfrich, Program Support Assistant, at the rate of \$50.00 per week, retroactive to December 4, 2016, until the Building Official position is filled, with such funds to come from the FY16 Building Inspections Personnel Budget.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Jason Smith, Community and Economic Development Director				
<b>PRESENTER(S):</b>	Jason Smith, Community and Economic Development Director				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	<p>Ms. Helfrich has taken on additional duties while the search begins to hire a Building Official.</p> <p>In concert with our HR manager, I am recommending approval of a \$50 stipend per week to compensate for the extra responsibilities on this position.</p>				
<b>FISCAL IMPACT:</b>	\$100 per pay period; within existing personnel budget				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				<b>XX</b>	



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB Mc**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Temporary Staff Stipend for Additional Duties - Vaughan				
<b>MOTION(s):</b>	<b>I move to approve a temporary stipend for Johnny Vaughan, Codes Inspector (Buildings and Sites), at the rate of \$100.00 per week, retroactive to December 4, 2016, until the Building Official position is filled, with such funds to come from the FY16 Building Inspections Personnel Budget.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Jason Smith, Community and Economic Development Director				
<b>PRESENTER(S):</b>	Jason Smith, Community and Economic Development Director				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	Mr. Vaughan has taken on additional duties while the search begins to hire a Building Official. In concert with our HR manager, I am recommending approval of a \$100 stipend per week to compensate for the extra responsibilities on this position.				
<b>FISCAL IMPACT:</b>	\$200 per pay period; within existing personnel budget				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				<b>XX</b>	



**FLUVANNA COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM STAFF REPORT**

**TAB N**

<b>MEETING DATE:</b>	December 7, 2016				
<b>AGENDA TITLE:</b>	Temporary Staff Stipend for Additional Duties - Grandstaff				
<b>MOTION(s):</b>	<b>I move to approve a temporary stipend for Michael Grandstaff, Interim Communications Director, at the rate of \$150.00 per week, retroactive to November 29, 2016, until the Communications Director position is filled, with such funds to come from the FY17 E911 Personnel Budget.</b>				
<b>STRATEGIC INITIATIVE?</b>	Yes	No	<b>If yes, list initiative(s):</b>		
		X			
<b>AGENDA CATEGORY:</b>	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				<b>XX</b>	
<b>STAFF CONTACT(S):</b>	Von Hill, Chief of Administrative Operations				
<b>PRESENTER(S):</b>	Von Hill, Chief of Administrative Operations				
<b>RECOMMENDATION:</b>	Approval				
<b>TIMING:</b>	Current				
<b>DISCUSSION:</b>	<p>Mr. Grandstaff has taken on additional duties while the search begins to hire a Director of Communications.</p> <p>In concert with our HR manager, I am recommending approval of a \$150 stipend per week to compensate for the extra responsibilities on this position.</p>				
<b>FISCAL IMPACT:</b>	\$300 per pay period; within existing personnel budget				
<b>POLICY IMPACT:</b>	N/A				
<b>LEGISLATIVE HISTORY:</b>	N/A				
<b>ENCLOSURES:</b>	N/A				
<b>REVIEWS COMPLETED:</b>	Legal	Finance	Purchasing	HR	Other
				<b>XX</b>	



**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**MEETING PACKAGE ATTACHMENTS**

October 05, 2016

No.	Item
1	FY17 Capital Reserve Memo 2016-12-07
2	FY17 Contingency Balance 2016-12-07
3	VDOT Fluvanna December Report
4	
5	
6	
7	
8	
9	
10	



# 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:** December 7, 2016  
**From:** Martin Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

### County Capital Reserve:

FY16 Carryover	\$14,370
<b>FY17 Beginning Budget:</b>	<b>\$200,000</b>
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
Less: Palmyra Rescue Building CIP - 9.7.16	-\$50,000
<b>Available:</b>	<b>\$214,693</b>

### Schools Capital Reserve:

FY16 Carryover	\$193,243
<b>FY17 Beginning Budget:</b>	<b>\$100,000</b>
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement - 8.3.16	-\$5,400
Less: FCPS Floor Scrubber Replacement - 8.3.16	-\$11,300
Less: Central Elementary Kitchen Doors Replacement - 11.16.16	-\$4,922
<b>Available:</b>	<b>\$319,789</b>



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## MEMORANDUM

**Date:** December 7, 2016  
**From:** Martin Brookhart – Management Analyst  
**To:** Board of Supervisors  
**Subject:** FY17 BOS Contingency Balance

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The FY17 BOS Contingency line balance is as follows:

<b>Beginning Budget:</b>	<b>\$150,000.00</b>
Less: Staff Pay Plan Supplement 9.21.16	-\$13,740.00
Less: County Administrator Salary Increase 9.21.16	-\$3,526.10
Plus: FY17 1 <sup>st</sup> Quarter Voluntary Contributions to General Fund	\$10.00
Less: Palmyra Rescue Building Legal, Title, & Survey Fees 10.5.16	-\$850.00
Less: Economic Development – Tourism Road Signs 11.16.16	-\$1,100.00
<b>Available:</b>	<b>\$130,793.90</b>





**Culpeper District  
Louisa Residency  
Fluvanna County  
Monthly Report: December 2016**

**Fluvanna Mileage, Structures**

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

**Projects In Development  
Preliminary Engineering**

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 629 Deep Creek Road– Bridge Replacement (UPC:104848)	--	Project Scoping	DEC 2016
Route 1102 – Rural Rustic (UPC:107315)	--	Construction (State Forces)	DEC 2016
Route 1101 – Rural Rustic (UPC:109165)	--	Construction (State Forces)	DEC 2016
Route 1103 – Rural Rustic (UPC:109167)	--	Construction (State Forces)	DEC 2016
Route 1106 – Rural Rustic (UPC:109169)	--	Construction (State Forces)	DEC 2016
Route 1108 – Rural Rustic (UPC:109185)	--	Construction (State Forces)	DEC 2016
Route 680 – Rural Rustic (UPC:107558)	--	Project Scoping (Planned November 2016)	NOV 2017
Route 53 Safety improvements at Route 618 (UPC:96938)	Scoping	Preliminary Field Inspection (Planned November 2016)	NOV 2019
Route 600 North Boston Road (UPC:90431)	Authorize PE	Need to refine scope	TBD
Route 633 North Boston Road – Reconstruction (UPC:90430)	--	Authorize PE	TBD
Route 53 Safety Improvements HSIP Project Rumble Strips (UPC:106955)	--	Authorize PE	2020

**Projects Under Construction**

**Road Projects**

- Route 15/53 Roundabout (UPC 98213): Construction of the roundabout continues. Work on the Route 15/53 roundabout project began in September and is expected to be completed in August 2017.
- On-Call Pipe Replacement and Rehabilitation PR07-967-255-N501 – Various locations, term 1 contract has been completed; contract term is in term 2. Estimated contract completion date is December 2016.
- Damaged Guardrail Repair and/or Replacement GR07-967-269,N501(UPC 106849) term 1 contract has been completed; contract is in term 2. Estimated contract completion date is June 2017.
- District Wide ADA Compliance (NFO) ADA7-967-317,N501 (UPC 108027) ADA compliance sidewalk rehab, estimated completion date December 2017 this contract is in term 1.

### **Bridge Projects**

- Route 6 Rivanna River Bridge (NFO) 0006-032-108.B603,C501 (UPC 77321) The bridge is now open to traffic. Landscaping items are being planted and the watering schedule has been established throughout next year.
- Route 629 (Str. 6021) Superstructure Replacement by State Forces, December 2016 anticipated start.
- District-wide bridge deck cleaning and washing (NFO) BRDG-967-241,N501(UPC 105980) renewed for term3, estimated contracted completion date August 2017.
- District wide bridge maintenance (NFO) BRDG-967-240, N501 (UPC 105979) renewed term estimated contract completion date is June 2017.

### **Resurfacing Projects**

- Plant Mix—See attached route listing.
- Surface Treatment—See attached route listing.

### **Traffic Engineering**

#### **Studies Under Review:**

- Route 652 Academy Road, Traffic Safety Study (065-0652-2016069-011)
- Route 600, Rivers Ridge Dr, Riverside Gate, Traffic Safety Study, Traffic Calming Measures (# TBD)
- Route 600, Slice Road, Crosswalk, Luminaires (# TBD)
- Route 617 (Little Creek Rd, Solar Farm entrance study), Traffic Safety Study (# TBD)

#### **Completed Studies**

- The intersection of Winnsville Dive and Cabel Lane does not meet any criteria for the installation of a multi-way stop and none is recommended at this time. Route 612, Multiway stop (065-0612-20160807-023)

### **Maintenance Activities**

VDOT crews in Cuckoo and Zion Crossroads Area Headquarters have responded to **226** Work Orders in Fluvanna County in FY17.

Crews completed the following activities during the past month.

- Mowing operations on 28 routes
- Tree & debris removal on 5 routes
- Pipe repair/replacement on 3 routes
- Patching work on 8 routes

- Trash removal on 4 routes

**BOS Manual:**

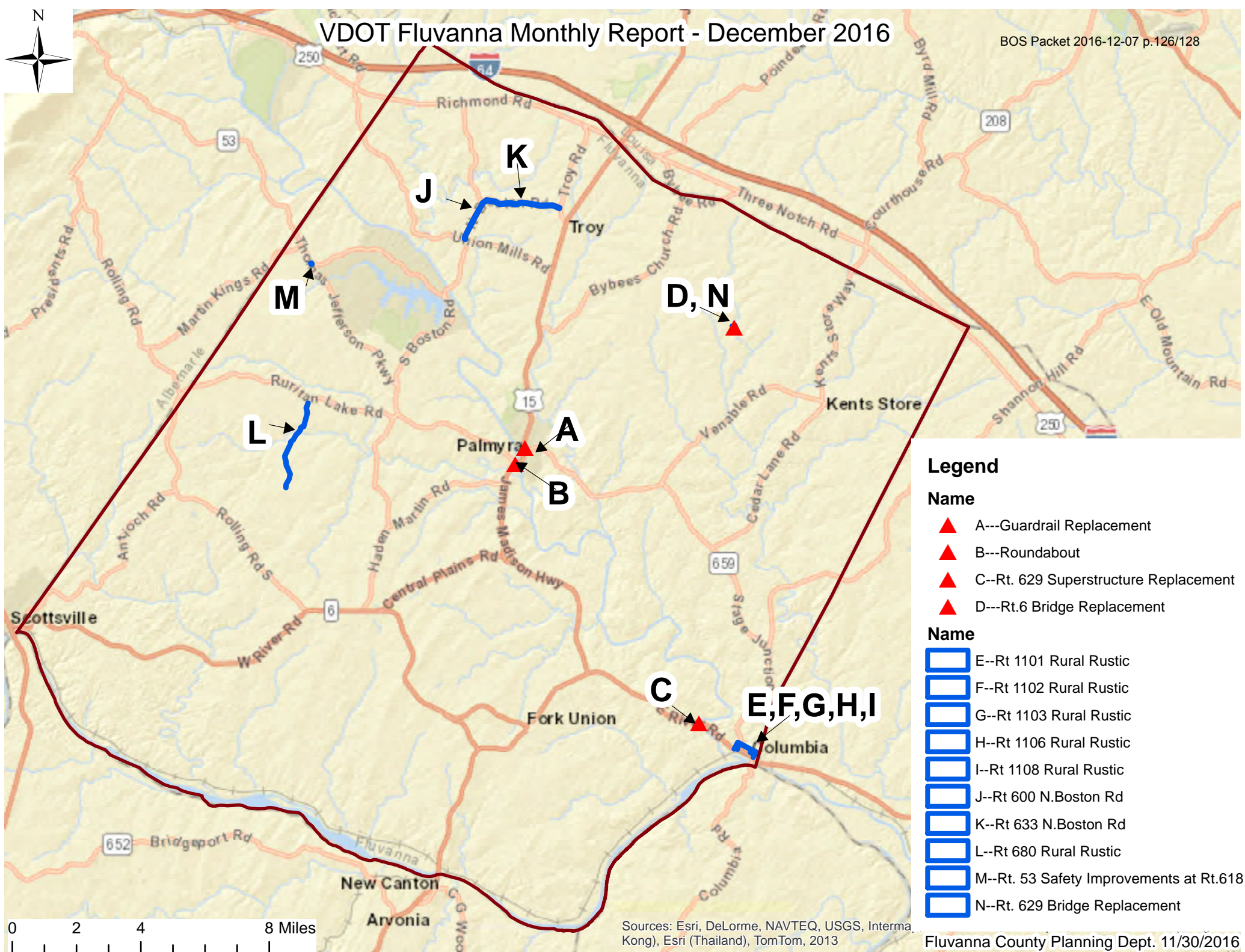
[http://www.virginiadot.org/business/resources/local\\_assistance/BOSManual-2015.pdf](http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf)

Alan Saunders, P.E.  
Resident Engineer  
VDOT Louisa Residency  
540-967-3710



# VDOT Fluvanna Monthly Report - December 2016

BOS Packet 2016-12-07 p.126/128



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, Inc., Swisstopo, Esri (Thailand), TomTom, 2013

**Fluvanna Co.-Plant Mix Schedule/Surface Treatment Schedule**

2016 Paving Season M-20 Information

<b>PM7C-967-F16, P401</b>				<b>START</b>	<b>FINISH</b>	<b>Mix Design</b>
Rte.15	From Rte.695 to Rte.655	<b>2.4-3.86</b>		18-Oct	21-Oct	7017-2016-
<b>PM7H-967-F16, P401</b>				<b>START</b>	<b>FINISH</b>	<b>Mix Design</b>
Rte.600	From Rte.616 to Rte.633	<b>4.7-5.7</b>		22-Sep	23-Sep	7016-2016-
<b>PM7F-967-F15, P401</b>				<b>START</b>	<b>FINISH</b>	<b>Mix Design</b>
Rte.15	From Louisa CL to Rte.250	<b>21.36-21.5</b>		23-Mar	28-Mar	4053-16321
<b>ST7A-967-F16, P401</b>				<b>Mile Post</b>	<b>Start</b>	<b>Finish</b>
Rte.601	From Rte.659 to Rte.653	<b>9.44-13.17</b>		22-Sep	22-Sep	
Rte.605	From Rte.659 to Goochland CL	<b>0-3.19</b>		23-Sep	23-Sep	
Rte.606	From Rte.659 to End State Mainte	<b>0.24-1.15</b>		23-Sep	23-Sep	
Rte.643	From Rte.637 to Rte.620	<b>0-1.9</b>		16-Aug	16-Aug	
Rte.650	From Rte.640 to Rte.6	<b>0-4.12</b>		18-Aug	19-Aug	
Rte.653	From Louisa CL to Rte.250	<b>0-2.4</b>		22-Sep	22-Sep	
Rte.663	From Rte.601 to Rte.608	<b>0-2.8</b>		19-Aug	19-Aug	
Rte.669	From Rte.620 to Rte.637	<b>0-4.84</b>		18-Aug	18-Aug	
Rte.675	From Rte.6 to End State Maintena	<b>0-0.55</b>		16-Aug	16-Aug	
Rte.689	From Rte.250 to Rte.615	<b>0-0.3</b>		13-Sep	13-Sep	
Rte.706	From Rte.669 to End State Mainte	<b>0-0.75</b>		17-Aug	18-Aug	
Rte.1020	From Rte.619 to End State Mainte	<b>0-0.56</b>		19-Aug	19-Aug	

