



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

November 7, 2018 at 4:00 pm

(With Work Session to Follow)

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
	None
7	ACTION MATTERS
D	TJPDC Regional Legislative Program – David Blount, TJPDC Legislative Liaison
E	Heritage Trail Land Donation – Aaron Spitzer, Parks & Recreation Director
F	Professional AE Services Term Contract- Dewberry—Cyndi Toler, Purchasing Officer
G	Professional AE Services Term Contract- RKK—Cyndi Toler, Purchasing Officer
H	Radiological Emergency Preparedness Program (REPP) Grant—Eric Pollitt, Management Analyst
7A	APPOINTMENTS
	Boards, Commissions, and Committees Appointments
I	<ul style="list-style-type: none"> • Board of Equalization • TJPDC Regional Housing Partnership
8	PRESENTATIONS (normally not to exceed 10 minutes each)
J	VDOT Quarterly Report—Alan Saunders, PE, VDOT Louisa Residency
K	CSA Update—Bryan Moeller, CSA Coordinator
9	CONSENT AGENDA
L	Minutes of October 10, 2018, Local Elected Officials Breakfast—Kelly Belanger Harris, Clerk to the Board
M	Municode Services Contract – Cyndi Toler, Purchasing Officer
Mc	Position Description Revision – PW Director (3690) – Jessica Rice, HR Manager
N	FEMA FY18 Assistance to Firefighters Grant—Eric Pollitt, Management Analyst
O	CRMF – Bus Motor—Eric Pollitt, Management Analyst
10	UNFINISHED BUSINESS
	TBD
11	NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

RECESS FOR DINNER AND CLOSED MEETING

13 – CLOSED MEETING

TBD

14 – WORK SESSION

Zion Crossroads Water and Sewer System Project

15 – ADJOURN



County Administrator Review

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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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2018-2019 STRATEGIC INITIATIVES AND ACTIONS

A	SERVICE DELIVERY
A1	Work with FRA to identify support options for Fire and Rescue volunteers.
A2	Continue to research and evaluate county-wide broadband expansion opportunities.
A3	Hold review meeting on ordinance enforcement (trash, buildings, vehicles) with Health Dept., Planning, Building Inspections, Public Works, and County Attorney.
A4	Perform strategic review of existing and needed partnerships with local area support and other non-profit groups. (Needed? Effective? Consolidate resource contributions?)
A5	Improve partnership with the school system for shared use of county and school owned facilities.
A6	Identify and assess resident concerns about roadway and public safety issues, and coordinate with VDOT for appropriate actions.
A7	Initiate comprehensive review of the Hwy 53 corridor from Lake Monticello Road to Ruritan Lake Road (e.g., Safety improvements at LM Monish Gate; 3-way stoplight at Food Lion; sight improvement at Ruritan Lake Road and Hwy 53; etc.)
B	COMMUNICATION
B1	Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
B2	Marketing campaign to let residents know about accomplishments and where their tax dollars go.
B3	Meet with local Pastors to discuss effective communications and community support.
B4	Promote tax due dates, public hearings, etc., in FAN Mail.
B5	Expand County Website to receive, answer, and post questions from residents.
B6	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2018
B7	Hold an Elected Official's Breakfast for our State Representatives in Fall of 2019
B8	Conduct 2019 Fluvanna County Residents Survey and analyze results.
C	PROJECT MANAGEMENT
C1	Continue Columbia area renewal efforts including improved enforcement of County/State codes and Health Department regulations.
C2	Complete a Master Water and Sewer (Plan Phase I) to identify sources for the county's long-term water needs; particularly for each of its community planning areas.
C3	Incorporate well-drilling logs provided by the Fluvanna Health Dept. into the county's geographic information system (GIS).
C4	Create master report and marketing plan regarding County tower assets and rental options.
C5	Investigate the use of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development.

C6	Create a County-wide overlay map showing utilities and other key features that support business growth and development.
C7	Review and pursue opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.
C8	Successfully oversee and manage Fluvanna County aspects of the James River Water Project.
C9	Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
C10	Pursue Phase II of Fork Union streetscape project.
D	ECONOMIC DEVELOPMENT AND TOURISM
D1	Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
D2	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.
D3	Coordinate development activity at Fluvanna’s northern border with Louisa County, including possible natural gas line along 250 and discussing “shared” parcels.
D4	Conduct 2018 local Business Climate Survey and analyze results.
D5	Hold an Economic Development Discussion Forum for local businesses with planning, zoning, building inspections, infrastructure components.
D6	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.
D7	Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities
D8	Investigate allowing large lot subdivisions in A-1 as alternative to current cluster subdivisions. (Amend the zoning and subdivision ordinances to allow for varying lot sizes, from small clustered lots to large parcels suitable for continued farming and rural living.)
D9	Review higher density options between PDA and R4.
D10	Review options, pros, cons, costs, etc., of creating a “teaching farm” at PG Park,
E	FINANCIAL STEWARDSHIP AND EFFICIENCY
E1	Review local business license/registration options and pros/cons.
E2	Reduce the County’s reliance on creating and mailing paper checks for payments and implement expanded ACH/EFT transaction options.
E3	Create monthly Treasurer’s Report for BOS Package and quarterly in-person briefing on the data.
E4	Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
E5	Expand Fluvanna County Website Data Dashboard with key metrics.
E6	Implement easy to access electronic format code of ordinances (MuniCode or similar).

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

MEETING DATE:	November 20, 2018				
AGENDA TITLE:	TJPDC 2019 Legislative Program				
MOTION(s):	I move to adopt the Draft Thomas Jefferson Planning District Legislative Program for 2019.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	David Blount, TJPDC Legislative Liaison				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft 2019 Legislative Program, Legislative Program Proposed Changes				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

October 30, 2018

TO: Members, Fluvanna County Board of Supervisors
Fluvanna County Administrator

FROM: David C. Blount, Legislative Liaison

RE: 2019 TJPD Legislative Program Approval

Attached for your review and consideration are the draft 2019 TJPD Legislative Program, as well as a list highlighting proposed revisions to the program. I will be seeking approval of it at your November 7 meeting. Again this year, the draft program lists three top legislative priorities and three additional priority positions. Particular to this year's program is elevation of the broadband expansion position to top priority status. The priority positions are contained in the draft program as follows:

- 1) State Budget and Funding Obligations
- 2) Public Education Funding
- 3) Broadband
- 4) Local Revenue Authority
- 5) Children's Services Act
- 6) Land Use and Growth Management

An accompanying "Legislative Positions" section contains recommendations, requests and positions in other areas of interest and concern to the region or to our individual localities.

A summary of the six priority positions will be produced and distributed later for you to use in communicating with your legislators.

I look forward to discussing the draft program at your November 7 meeting. Thank you.

Recommended Action: Approve the draft TJPD Legislative Program.

TJPD Legislative Program

Highlights of proposed changes (for 2019)

TOP PRIORITIES:

State Budget—updated with timely topics to be addressed in budget

Public Education Funding—updated numbers

Broadband—elevated to top priority status; added stronger language supporting increased state funding for broadband; added language supporting incentives for broadband expansion by utilities

OTHER PRIORITY ITEMS:

Local Revenue Authority (previous third top priority item)—added a position supporting continued collection of local option sales taxes from remote sellers when addressing the Supreme Court’s Wayfair decision; removed CSUT tax funneling to broadband provisions

Children’s Services Act—added language supporting locality efforts to provide facilities and services on a regional level

Land Use/Growth Management—added stronger language in support of impact fee authority

LEGISLATIVE POSITIONS:

--ECONOMIC and WORKFORCE DEVELOPMENT: Added a NEW POSITION on workforce development to support targeting job investment/small business grants to businesses paying higher wages.

--EDUCATION: Added a NEW POSITION on safety and security at schools to support capital/operating costs and specifically including incentive funding or reimbursement for school resource or security officers.

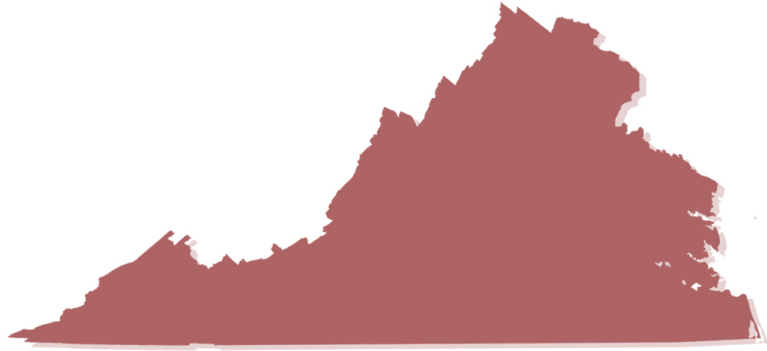
--ENVIRONMENTAL QUALITY: Added NEW POSITIONS 1) on solar to support stronger markets for distributed solar; and 2) on disposable plastic bags to support local authority to develop incentives to decrease them.

--GENERAL GOVERNMENT: Added NEW STATEMENT under Elections to support allowing localities to address discrepancies regarding voting district boundary lines; and 2) a NEW POSITION to support increased state funding for public libraries.

--HEALTH and HUMAN SERVICES: Added NEW STATEMENTS under Funding to support state funding for local costs related to Medicaid expansion, and for restoring current fiscal year funding for CSBs that was reduced in anticipation of recovery through expansion.

--PUBLIC SAFETY: Revised language under Funding to request jail per diem funding that is more realistic and more timely.

--WATER QUALITY: Revised language to reflect support for increased and ongoing investment in the Stormwater Local Assistance Fund.



Thomas Jefferson Planning District
2019 LEGISLATIVE PROGRAM

Albemarle County | City of Charlottesville
Fluvanna County | Greene County
Louisa County | Nelson County

DRAFT

October 2018

Rick Randolph, Chair
Chip Boyles, Executive Director
David Blount, Legislative Liaison

TOP LEGISLATIVE PRIORITIES

State Budget and Funding Obligations

PRIORITY: The Planning District localities urge the governor and legislature to enhance state aid to localities, and to not impose mandates on or shift costs for state programs to localities.

While state general fund revenues are expected to continue to increase in the current fiscal year, crafting amendments to the enacted biennial budget will pose a tall order for the governor and election-conscious State legislators. They will have to address tax policy changes related to the new federal budget act, requests for additional funding in human services and transportation, and adding dollars for broadband and school safety/school facilities, as well as for various state agency projects.

As State policymakers weigh these issues, we encourage them to develop revenue and spending priorities that support K-12 education, economic development, public safety, and other public goals. Localities continue to be the state's go-to service provider and we believe state investment in local service delivery must be enhanced, as many mandated programs have been level funded since 2009. State funding for others, such as for jail per diems and HB 599, are less than the 2009 amounts.

We take the following positions:

→We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver services mandated by the State or federal government or demanded by residents.

→We urge the State to resist placing additional administrative burdens on local governments without sufficient resources or flexibility; otherwise, the quality of services delivered at the local level is jeopardized.

→We urge policymakers to preserve existing funding formulas rather than altering them in order to save the State money and/or to shift costs to localities.

→The State should not confiscate or redirect local general fund dollars to the state treasury.

Public Education Funding

PRIORITY: The Planning District localities urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) without making policy changes that reduce funding or shift funding responsibility to localities.

The State will spend just over \$6.2 billion on direct aid to public education in FY19. While we appreciate additional state teacher salary and other education dollars approved for the FY19-20 biennium, we continue to believe that the State should significantly increase its commitment to K-12 education. While overall state funding has increased above FY09's low levels, per pupil funding amounts have not kept pace and state dollars do not reflect the true costs

of K-12 education. Local governments consistently go “above and beyond” to close this funding gap by appropriating twice as much K-12 funding as required by the state.

We believe localities need an adequately defined SOQ so that state funding better aligns with what school divisions are actually providing in their schools. This could include recognizing additional instructional positions and, as recommended by the Board of Education, increasing state-funded staffing ratios for various, non-instructional positions. This would be a welcome change of course, as state policies that have been revised since the Great Recession have reduced the state’s funding obligations to public education.

Broadband

PRIORITY: The Planning District localities encourage and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology in unserved areas.

Access to broadband, or high-speed internet, is a critical necessity in the 21st century. It has become basic, not optional, infrastructure, just like roads and electricity, that is essential for economic growth, equity in access to public education, community growth, and consumer communications and information. Many communities, particularly those in unserved rural areas, need thoughtful, longer-term strategies to bridge the broadband gap. This may be an approach that utilizes both fiber and wireless technologies, private/public partnerships and regulated markets that provide a choice of service providers and competitive prices.

Accordingly, we believe state and federal support should include the following:

→Additional state general fund dollars for localities/private sector providers to help extend service to areas presently unserved by any broadband provider. We appreciate action that increased funding for the Virginia Telecommunication Initiative (VaTI) in the current State budget from \$1 million to \$4 million per year, but believe additional, significant increases in investment are still critical.

→Development of a statewide comprehensive plan for broadband and state support for local governments that are developing or implementing local or regional broadband plans;

→Provisions and incentives that would provide 1) for the use of existing electrical and road right-of-way easements for broadband infrastructure, and 2) a sales tax exemption for materials used to construct such infrastructure.

→Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences;

→Maintaining local land use, permitting, fee and other local authorities; and

→Consideration of proposals that would subject broadband to stricter and more developed regulation as a public utility.

OTHER PRIORITY ITEMS

Local Revenue Authority

PRIORITY: The Planning District localities urge the governor and legislature to diversify the revenue options available to localities, to include equalizing the revenue-raising authority of counties with that of cities, and to not restrict local revenue-raising authority.

We support the legislature making additional revenue options available to diversify the local revenue stream, which could reduce dependency on real property taxes, rather than removing or restricting local revenue authorities. One way to do this is to eliminate the differences between city and county taxing authority, which exist due to now less-prevalent distinctions in the services provided. This would mean removing the restrictions that currently apply to county authority to levy the meals, lodging, cigarette and amusement taxes. Equalizing revenue authority for counties with that of cities also should be included as part of a needed modernization of the state's tax system to comport with the realities of a global, information-driven economy, which will rely less on governmental spending and more on new, private sector business models. We also believe any tax reform efforts should examine the financing and delivering of state services at the local level.

We take the following positions:

→The State should refrain from establishing local tax policy at the state level and allow local governments to determine the equity of local taxation policy.

→The State should not expect local governments to pay for new funding requirements or the expansion of existing ones on locally-delivered services, without a commensurate increase in state financial assistance or new local taxing authority (see above).

→In light of the Supreme Court decision eliminating the requirement for physical presence for sales and use tax collection, any statutory changes must provide for local option sales taxes to be collected from remote sellers.

→The State should not alter or eliminate the BPOL and Machinery and Tools taxes.

→The State should refrain from diverting Communications Sales and Use Tax Trust Fund dollars for general fund purposes. Revenues coming back to localities from the Fund already are 20% less than 10 years ago, primarily because the tax does not reflect modern technology patterns of consumption. We also support updating the tax to reflect these new patterns.

Children's Services Act

PRIORITY: The Planning District localities urge the State to be partners in containing costs of the Children's Services Act (CSA) and to better balance CSA responsibilities between the State and local governments. The State should resist attempts to shift costs of serving children through CSA to localities and schools.

Since the inception of CSA in the early 1990's, there has been pressure to hold down costs, to cap state costs for serving mandated children, to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

This past session, the General Assembly continued its recent practice of appropriating additional dollars to address increasing caseloads and costs in CSA, an increase largely attributable to private special education day placement costs. Also, legislative review continues of options for these placements and how their cost and quality could be better managed. Localities are concerned about proposals that would move some CSA funding to the Department of Education, with any resulting shortfalls in funding for services becoming the responsibility of localities (rather than the current process where localities request supplemental state funding). Such a scenario could limit services and funding that are necessary for students who may need more intensive services at any time.

Accordingly, we support 1) local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools; and 2) maintaining cost shares on a sum sufficient basis by both the State and local governments. Changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.

We also support the following:

- Enhanced state funding for local CSA administrative costs;
- A cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children; and
- The State being proactive in making residential facilities, services and service providers available, especially in rural areas, and in supporting locality efforts to provide facilities and services on a regional level.

Land Use and Growth Management

PRIORITY: The Planning District localities encourage the State to resist preempting or circumventing existing land use authorities, and to provide additional tools to plan and manage growth, including broader impact fee authority.

Over the years, the General Assembly has enacted both mandated and optional land use provisions. Some have been helpful, while others have prescribed one-size-fits-all rules that hamper different local approaches to land use planning. Accordingly, we support local authority to plan and regulate land use, and we oppose legislation that weakens these key local responsibilities; this would include recent efforts to 1) restrict local oversight of the placement of various telecommunications infrastructure, and 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations.

We also believe the General Assembly should provide localities with necessary tools to meet important infrastructure needs, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life. This would include more workable impact fee authority for facilities other than roads, authority that should provide for calculating the cost of all public infrastructure, including local transportation and school construction needs caused by growth.

Proffer legislation approved in 2016 limits the scope of impacts that may be addressed by proffers, and establishes specific criteria for when a proffer is deemed to be unreasonable. We support changes to the law to provide more balanced and practical standards for determining

whether a proffer is reasonable and to restore a climate where localities and applicants can openly discuss rezoning applications.

Further, we support ongoing state and local efforts to coordinate land use and transportation planning, and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.

Finally, concerning land preservation, we request state funding and incentives for localities, at their option, to acquire, preserve and maintain open space.

LEGISLATIVE POSITIONS

Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. We support policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources. We encourage enhanced coordination with the K-12 education community to equip the workforce with in-demand skill sets, so as to align workforce supply with anticipated employer demands. We also support continuing emphasis on regional cooperation in economic, workforce and tourism development.

Economic Development:

- We support continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region, with ongoing state financial backing, technical support and other incentives to support collaboration by business, governments, educational institutions and communities that spur economic development, job creation and career readiness.

Workforce Development:

- We support state job investment and small business grants being targeted to businesses that pay higher wages.

Planning District Commissions:

- We support increased state funding for regional planning district commissions.
- We encourage opportunities for planning districts to collaborate with state officials and state agencies on regional programs and projects.

Agricultural Products and Enterprises:

We encourage state and local governments to work together and with other entities to identify, to provide incentives for, and to promote local, regional and state agricultural products and rural enterprises, and to encourage opportunities for such products and enterprises through a balanced approach.

Education

The Planning District's member localities believe that the state should be a reliable funding partner with localities by recognizing the operational, personnel, and capital resources necessary for a high-quality public education system (see priority position on *Public Education Funding*).

School Division Finances:

- We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government, with the Virginia Department of Education paying its share of retirement costs directly to the Virginia Retirement System in order to facilitate such sharing.
- The State should not eliminate or decrease funding for school employee benefits.
- We support legislation that 1) establishes a mechanism for local appeal to the State of the calculated Local Composite Index (LCI); and 2) amends the LCI formula to recognize the land use taxation value, rather than the true value, of real property.

Literary Fund:

- The State should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.
- We urge state financial assistance with school construction and renovation needs.

Safety and Security at Schools:

- We support funding (both capital and operational) to improve security at local schools, to include incentive funding or reimbursement for localities and school divisions hiring school resource or security officers.

Environmental Quality

The Planning District's member localities believe that environmental quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change and land use policies. We support protection and enhancement of the environment and recognize the need to achieve a proper balance between environmental regulation and the socio-economic health of our communities within the constraints of available revenues. Such an approach requires regional cooperation due to the inter-jurisdictional nature of many environmental resources, and adequate state funding to support local and regional efforts.

Chesapeake Bay Preservation Act:

- We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act's coverage area. Instead, we urge the State to 1) provide legal, financial and technical support to localities that wish to comply with any of the Act's provisions; 2) allow localities to use other practices to improve water quality; and 3) provide funding for other strategies that address point and non-point source pollution.

Biosolids:

- We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality, based on criteria designed to further protect the public safety and welfare of citizens.

Alternate On-Site Sewage Systems:

- We support legislative and regulatory action to 1) ensure operation and maintenance of alternative on-site sewage systems in ways that protect public health and the environment, and 2) increase options for localities to secure owner abatement or correction of system deficiencies.

Dam Safety:

- We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.

Water Supply:

- The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, to include investing in regional projects.

Program Administration:

- The State should not impose a fee, tax or surcharge on water, sewer, solid waste or other local services to pay for state environmental programs.

Solar:

- We support the creation of stronger markets for distributed solar.

Disposable Plastic Bags:

- We support local authority to develop incentives to decrease the distribution, sale or offer of disposable plastic bags.

General Government

The Planning District's member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility and tools to carry out their responsibilities.

Internet-based Businesses and Services:

- We oppose legislation that would single out internet-based businesses and services for special treatment or exceptions. Rather, the State should support local authority concerning collection and auditing of taxes, licensing and regulation. There should be a level playing field for competition among businesses offering goods and services to ensure safety, reliability and fair access to such offerings by consumers and the general public.

Local Government Operations:

- We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; procedures for adopting ordinances; and procedures for conducting public meetings.
- We support allowing localities to use alternatives to newspapers for publishing various legal advertisements and public notices.
- We oppose attempts to reduce sovereign immunity protections for localities and their employees, to include regional jail officers.

State-Supported Positions:

- Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State.

Elections:

- We urge funding to address shortfalls in elections administration dollars, as elections administration has become more complex and federal and state financial support for elections has been decreasing.
- We support legislation that allows localities to address concerns and discrepancies regarding voting district boundary lines.

Libraries: We support enhanced state funding for local and regional libraries.

Freedom of Information Act (FOIA):

- We request that any changes to FOIA preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; and 3) provisions concerning creation of customized records.
- We support changes to allow local and regional public bodies to conduct electronic meetings as now permitted for state public bodies.

Quality of Life Issues:

- We oppose changes to state law that further weaken a locality's ability to regulate noise or the discharge of firearms.
- We support expanding local authority to regulate smoking in public places.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to developing circumstances under which people, especially the disabled, the poor, the young and the elderly, can achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. The delivery of such services must be a collaborative effort by federal, state and local agencies.

Funding:

- We support full state funding for the local costs associated with Medicaid expansion, including local eligibility workers and case managers. We oppose changes in state funding or policies that increase the local share of costs for human services. We also oppose any shifting of Medicaid matching requirements from the State to localities.
- The State should provide sufficient funding to allow Community Services Boards (CSBs) to meet the challenges of providing a community-based system of care. This includes restoration of FY19 funding reduced when health care was expanded through Medicaid. While these reductions may eventually be made up due to expansion, the timing of implementation leaves CSBs with six months to make up for a year's worth of reductions in the current fiscal year, and puts them at risk of service and staffing disruptions.
- We support increased investment in the ID waiver program for adults and young people and Medicaid reimbursement for children's dental services.
- We support sufficient state funding assistance for older residents, to include companion and in-home services, home-delivered meals and transportation.

Social Services:

- We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
- We support changes to the Code to provide that a judicial finding be controlling of administrative findings in alleged child abuse and neglect cases.

Prevention:

- We support continued operation and enhancement of early intervention and prevention programs. This includes the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).

Housing

The Planning District's member localities believe that every citizen should have an opportunity to afford decent, safe and sanitary housing. The State and localities should work to expand and preserve the supply and improve the quality of affordable housing for the elderly, disabled, and low- and moderate-income households. Regional planning and solutions should be implemented whenever possible.

Affordable Housing:

- We support the following: 1) local flexibility in the operation of affordable housing programs and establishment of affordable dwelling unit ordinances; 2) creation of a state housing trust fund; 3) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; and 4) the provision of other funding to encourage affordable housing initiatives.

Homelessness:

- We support measures to prevent homelessness and to assist the chronic homeless.

Historic Structures:

- We support incentives that encourage rehabilitation and preservation of historic structures.
-

Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for local law enforcement (and state police), emergency medical care, criminal justice activities and fire services responsibilities carried out locally.

Funding:

- We urge the State to make Compensation Board funding a top priority, fully funding local positions that fall under its purview. It should not increase the local share of funding Constitutional offices or divert money away from them, but increase dollars needed for their operation.
- We support returning funding responsibility for the Line of Duty Act (LODA) to the State. In the absence of that, there should be no new or enhanced benefits that increase locality costs.
- We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
- The State should increase funding to the Virginia Juvenile Community Crime Control Act program, which has greatly reduced the number of juvenile justice commitments over the past decade.
- We support funding for mental health and substance abuse services at juvenile detention centers.

Jails:

- As the state prisoner reimbursement rate is insufficient to cover actual costs, jail per diem funding should be increased to levels that better represent the costs of housing inmates, and be regularly adjusted for inflation. The State should fund four quarters of payments per year in the budget, and pay for the medical costs and any necessary mental health assessments costs for inmates.
- The State should not shift costs to localities by altering the definition of state-responsible prisoner.
- The State should continue to allow exemptions from the federal prisoner offset.

Offender Programs and Services:

- We support continued state funding of the drug court program and the Offender Reentry and Transition Services (ORTS), Community Corrections and Pretrial Services Acts.
- We support continued state endorsement of the role and authority of pretrial services offices.
- We support authorization for the court to issue restricted driver's licenses to persons denied them because of having outstanding court costs or fees.

Body Cameras:

- We support the ability of local governments to adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities.

Transportation Funding and Devolution

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges and for keeping pace with growing public needs and expectations. We believe the state should continue to enhance funding for local and regional transportation needs, including the Revenue Sharing Program with localities. We also remain opposed to attempts to transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.

Transit Capital Funding:

- Capital Project Revenue bonds, authorized to provide \$600 million over 10 years for transit capital, are expiring. Failure by the State to provide replacement funding will jeopardize safe and reliable transit service and will result in the loss of federal funds if they are unable to be matched, which would mean a double hit for transit agencies funded primarily at the local/regional level. Therefore, it is critical that the State identify new funding sources for transit capital investments.

Smart Scale:

- As the State continues to implement the prioritization process established by HB 2 (2014), known as "Smart Scale," and the distribution formula for highway construction projects established by HB 1887 (2015), there should be adequate funding, and local authority to generate transportation dollars, for important local and regional projects.

Devolution:

- We believe that efficient and effective transportation infrastructure, including the secondary road system, is critical to a healthy economy, job creation, a cleaner environment and public safety. Accordingly, we oppose shifting the responsibility for secondary roads to local entities, which could result in vast differences among existing road systems in different localities, potentially placing the state at a competitive economic disadvantage with other states when considering business and job recruitment, and movement of goods.

Local and Regional Authority:

- We support additional authority to establish mechanisms for funding transit in our region.
- We support VDOT utilizing Metropolitan Planning Organizations and regional rural transportation staff to carry out local transportation studies.

Water Quality

The Planning District's member localities support the goal of improved water quality, but as we face ongoing costs for remedies, including stormwater management and to address revised

water quality criteria, we believe major and reliable forms of financial and technical assistance from the federal and state governments is necessary if comprehensive improvement strategies are to be effective.

Funding:

- We urge aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels.
- We believe these investments include authority, funding and other resources to achieve success, and must ensure that cost/benefit analyses are conducted of solutions that generate the greatest pollution reductions per dollar spent.
- We support dollars being targeted to stormwater management, for permitted dischargers to upgrade treatment plants and for any retrofitting of developed areas, and to aid farmers with best management practices through the cost share program.

Stormwater Management:

- We request that any stormwater requirements be balanced and flexible, and that adequate funding and training be available for the State and local governments to meet ongoing costs associated with local stormwater programs.
- We support increased and ongoing investment in the Stormwater Local Assistance Fund to assist localities with much-needed stormwater projects and in response to any new regulatory requirements.
- We will oppose proposals that would result in new or expanded mandates or requirements, including elimination of current “opt-out” provisions, or financial burdens on local governments.
- We oppose further amendments to the regulation of stormwater which would require a locality to waive stormwater charges.

Nutrient Allocations:

- We oppose efforts that would require re-justification of nutrient allocations for existing wastewater treatment facilities in our region or that would reduce or eliminate nutrient allocation or related treatment capacity serving the region.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	Acceptance of donation of land from Fluvanna Heritage Trail, Inc.				
MOTION(s):	<p>I move to accept the deed and donation of 9.543 acres, more or less, identified on the tax maps of the County of Fluvanna, as parcel 30-A-119B, and commonly known as the Fluvanna Heritage Trail from Fluvanna Heritage Trail, Inc., subject to satisfactory update of title and approval of the form of all documents by the County Attorney. I further move to authorize the County Administrator to execute the deed to evidence such acceptance, and to execute any other documents he deems necessary or appropriate in connection with the donation, containing such terms as may be approved by the County Administrator, on behalf of the County of Fluvanna.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Fred Payne, County Attorney, and Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Fred Payne, County Attorney				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>The Heritage Trail Foundation, Inc. came to the County to let them know that the Foundation was disbanding. Upon discussion, the Fluvanna Heritage Trail was discussed to be turned over to the County at no cost to the County for the transfer of the property. There has been maintenance concern discussions about taking over the property by County representatives and it was understood that there would be minimal cost to the upkeep of the property for the benefits it holds for the local community.</p>				
FISCAL IMPACT:	The dollar value of the property is minimal.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Deed of parcel				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Prepared by: Barbara Wright Goshorn, PC
Tax Map: 30-A-119B

EXEMPT FROM TAXATION PURSUANT TO CODE OF VIRGINIA § 58.1-811D & § 17.1-266.

THIS DEED OF GIFT, is made and entered into this _____th day of _____,
2018 by and between **FLUVANNA HERITAGE TRAIL, INC.**, a Virginia nonstock
corporation, Grantor, and **COUNTY OF FLUVANNA**, a political subdivision of the
Commonwealth of Virginia, Grantee, whose address is: P.O. Box 540, Palmyra, VA 22963.

WITNESSETH:

That for no consideration, as a gift only, the Grantor does hereby give, grant and convey
with SPECIAL WARRANTY OF TITLE to the Grantee, the following described real property,
to-wit:

All that certain tract or parcel of land situated in the County of Fluvanna, Virginia,
containing 9.543 acres, more or less, as shown on a plat by Lum's Land Surveys, Inc.,
dated November 5, 2002, a copy of which is recorded in the Clerk's Office of the Circuit
Court of Fluvanna County, Virginia in Deed Book 499, page 720; BEING the same
property conveyed to Fluvanna Heritage Trail, Inc., a Virginia nonstock corporation, by
deed from CSX Transportation, Inc., a Virginia corporation, dated December 20, 2002,
recorded January 3, 2003, in the aforesaid Clerk's Office in Deed Book 499, page 716.

The property hereby conveyed is subject to easements, restrictions, conditions and
reservations contained in duly recorded deeds, plats and other instruments constituting
constructive notice in the chain of title to the property hereby conveyed which have not expired
by limitation of time contained therein or have not otherwise become ineffective.

The signature of Steven M. Nichols, County Administrator, is affixed hereto to evidence acceptance of this Deed by the Grantee, in accordance with Virginia Code § 15.2-1803 (1950, as amended).

WITNESS the following duly authorized signatures and seals:

Fluvanna Heritage Trail, Inc.

By _____ (SEAL)
Marvin Moss, President

STATE OF VIRGINIA

CITY OR COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Marvin Moss, President of Fluvanna Heritage Trail, Inc., on behalf of the corporation.

My commission expires: _____

Notary Public

ACCEPTED: County of Fluvanna

By _____ (SEAL)
Steven M. Nichols, County Administrator

STATE OF VIRGINIA

CITY OR COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Steven M. Nichols, County Administrator, on behalf of the County of Fluvanna.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:

County Attorney for Fluvanna County, Virginia

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Dewberry Engineers Inc.				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Dewberry Engineers Inc., and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued July 2018 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 10 proposals ❖ The committee chose 6 firms to meet with ❖ 4 of those firms have been chosen to have term contracts with the county. ❖ Dewberry Engineers Inc. has worked well for staff on the Zion Crossroads design project. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County's needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. 				
FISCAL IMPACT:	❖ Costs will be based on rates sheets included by each firm as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract-Dewberry Engineers Inc.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of October, 2018 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Dewberry Engineers Inc.** (“A/E”), a New York corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

Dewberry Engineers Inc.
ATTN: Dan Villhauer
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Telephone: (804) 290-7957
Facsimile: (804) 290-7928

2. On July 17, 2018, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original submittal by the A/E to the RFP dated August 20, 2018 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general

requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms Conditions and Instructions to Bidders and Contractors, being pages 7 to 27 of Exhibit 1 hereto; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Notwithstanding the foregoing, whenever possible the documents shall be read together.

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

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

1. Recitals: The Recitals are incorporated herein by reference.
2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.
3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project;

(iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY’s project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the project fee of any single project under this Contract shall not exceed \$150,000.00 and the sum of all projects performed under this Contract in a one-year contract term shall not exceed \$750,000.00, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the “Initial Term”). This Agreement shall automatically renew thereafter for four (4) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

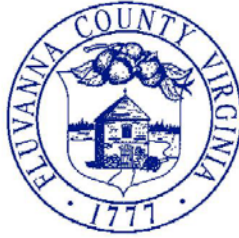
A/E:
Dewberry Engineers Inc.

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

By: _____ Date: _____ By: _____ Date: _____
Name: _____ Name: _____
Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2019-01

GENERAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

Issue Date: July 17, 2018

Due Date: August 20, 2018 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

All sealed proposals shall be turned in no later than the due date and time noted above.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

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

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1. **PURPOSE.**

- 1.1 The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act. Sealed proposals, one (1) original and four (4) copies, and one (1) electronic copy, should be submitted by 2:00 P.M. local prevailing time on Monday, August 20th, 2018 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963.
- 1.2 The County desires to engage the services of qualified Professional Engineering & Architectural Firm(s) to perform a variety of Professional Engineering & Architectural Services using a Task Order approach. Task Orders shall be issued by the County Administrator as professional services are needed and may include civil engineering & design; architectural design; site planning; construction phase services; inspection services; and associated surveying, environmental, geotechnical, and architectural services. The awarded firm(s) may also be expected to assist the County with review of 3rd party plans and specifications, as needed.

2. **BACKGROUND.** The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.

3. **SCOPE OF SERVICES.** The County is seeking written proposals relating to as needed Professional Engineering & Architectural Services for multiple projects. Typical projects may include but are not limited to: civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services.

4. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.**

4.1 **GENERAL INSTRUCTIONS**

4.1.1 **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal

4.1.2 **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1930
ctoler@fluvannaCounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP via an addendum. Questions will not be accepted after August 6, 2018, at 10am.

4.1.3 **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act "FOIA"). Any proprietary or trade secrets material submitted must be specifically identified as such in strict conformance with applicable law (including without limitation FOIA), and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. Any classification not made in strict conformance with the requirements of Virginia Code or not meeting the definition of a "trade secret" or "propriety" shall be ineffective and such information shall not be held confidential and shall be subject to public inspection. The classification of an entire proposal document is unacceptable and is ineffective and may, at the County's option, result in rejection and return of the proposal.

4.1.4 **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on August 20, 2018. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
P.O. Box 540
132 Main Street
Palmyra, VA 22963
RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

4.2 **PROPOSAL PREPARATION.** The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal 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 proposal:

4.2.1 **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.

4.2.2 **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.

(1) Certificate of No Collusion

(2) Offeror Statement

(3) Proof of Authority to Transact Business in Virginia

(4) Vendor Data Sheet

4.2.3 The proposal package shall include as a minimum:

(1) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).

- (2) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 “Scope of Services”).
- (3) **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should: (i) Designate a Project Manager and indicate office location; (ii) Include the organization chart, functional discipline, and responsibilities of project team members.
- (4) **Resumes** - Provide a concise resume or description of each team member’s education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- (5) **Demonstrated History of Successful Projects** - Discuss the Offeror’s ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
- (6) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant’s performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- (7) **Project Approach** - Provide the County with the Offerors understanding and proposed approach to typical projects. The Offeror should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Agreement.
- (8) **Representative Projects:** This section of the Offeror’s Proposal should list and describe representative clients currently served focusing on general engineering projects, and especially projects for other Virginia agencies, localities, and public bodies. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body.
- (9) **Effective Cost Control** - Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
- a. Describe the Offeror’s cost control methodology
 - b. Describe the approach for reducing project costs
 - c. Describe the documentation, tracking and reporting system
 - d. Describe the program for quality control.
- (10)**References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably

those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

- 4.2.4 The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- 4.2.5 **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- 4.2.6 **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.

4.3 Submittal Instructions

- 4.3.1 One (1) original and four (4) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted in accordance with this RFP (and specifically section 4.1.4 hereof). The Offeror shall make no other distribution of the proposal.
- 4.3.2 An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- 4.3.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4.3.4 Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.

5. EVALUATION AND AWARD CRITERIA.

- 5.1 The County will evaluate proposals intends to award the contract to the firm that makes the best proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
 - 5.1.1 Project team qualifications and experience **(25 pts.)**
 - 5.1.2 Offeror’s project and management approach **(20 pts.)**

- 5.1.3 Representative projects (10 pts.)
- 5.1.4 Ability to control project costs (25 pts.)
- 5.1.5 References (5 pts.)
- 5.1.6 Proximity and availability to Fluvanna County (15 pts.)

- 5.2 The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- 5.3 The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County.
- 5.4 Award shall be made in accordance with this RFP and the requirement of procurement of professional services under the Virginia Procurement Act (with specific reference to Virginia Code Sections 2.2-4302.2(A)(4)). The Proposal shall not include costs of services or estimated project costs. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.
- 5.5 Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.

6. CONTRACT PROVISIONS AND OTHER TERM

- 6.1 In accordance with §2.2-4303.1 of the Code of Virginia, the agreement shall be for an initial one (1) year term from the date of execution. The County shall have the option to renew the contract up to four (4) additional one (1) year terms in its sole discretion.
- 6.2 In accordance with law, under the terms of agreement(s) made pursuant to this RFP, no individual **Task Order** fee shall exceed \$150,000 except if specifically authorized by law. The aggregate total of fees for all **Task Orders** issued during the any term of the A/E Contract shall not exceed \$750,000 except if specifically authorized by law.
- 6.3 The County intends to enter into a contract with the selected firm(s). The County provides no guarantee of the amount of work to be assigned to the selected firm(s) and shall utilize other engineering firms for consulting work.
- 6.4 The County’s General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, 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).

7. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

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 "RFQ"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ 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 ("RFQ"), 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 RFQ 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” (RFQ), 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 RFQ 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 RFQ. 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 RFQ, 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 RFQ, 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 RFQ or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

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

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this

purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

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

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

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.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____(SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____(Print Name), _____(Print Title) on behalf of _____(Name of Entity).

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____(Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name),
_____ (Print Title) on behalf of _____ (Name of
Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)
Signature

Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



General Professional Engineering and Architectural Services

County of Fluvanna

RFP # 2019-01

August 20, 2018

SUBMITTED BY:

Dewberry
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
804.290.7957

SUBMITTED TO:

County of Fluvanna
132 Main Street
P.O. Box 540
Palmyra, VA 22963
434.591.1930

County of Fluvanna
RFP #2019-01

General Professional Engineering and Architectural Services

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Dewberry Engineers Inc. | 804.290.7957
 4805 Lake Brook Drive, Suite 200 | 804.290.7928 fax
 Glen Allen, VA 23060 | www.dewberry.com

August 20, 2018

Ms. Cyndi Toler
 County of Fluvanna
 Purchasing Officer
 PO Box 540
 Palmyra, VA 22963

RE: Proposal for General Professional Engineering and Architectural Services, RFP#2019-01

Dear Ms. Toler:

Dewberry is excited for the opportunity to showcase our talented full service team, which we have assembled specifically for Fluvanna County's benefit. We understand that Fluvanna County (County) developed key capital improvement goals that require a consultant that can provide efficient, responsive, and technical expertise to meet your needs over the next five years. As a result, the County requires a consultant who can adapt, evolve, and scale their resources to meet your needs over the life span of this contract. Dewberry is that consultant. Dewberry holds over 35 term contracts with clients throughout Virginia; term contracts are what we do best. The Dewberry team brings outstanding professional engineering services with practical solutions and is the ideal teaming partner for the County on this contract. As you review our proposal, please consider the following benefits of selecting Dewberry for this Contract:

We Know Fluvanna County. Dewberry values our relationship with the County that we have built over the last few years working on the development of your Zion Crossroads water/sewer improvements. During this project, we have strived to be a true extension of your staff. Through serving the County, we have developed strong relationships with your staff, an understanding of your stakeholders' requirements, and a mutual trust that allows us to deliver exceptional service to the County on every task order under this contract.

Annual Contract Specialists. Annual contracts are what we do. Dewberry knows how to manage term contracts for engineering and architecture services. In the past, we have worked on pedestrian improvements, athletic field upgrades, roadway design, water/wastewater improvements, and complex site improvement projects. This gives our team the exact experience needed to deliver successful projects to the County under this contract.

Full Service Engineering Firm. Dewberry offers the County a range of services and capabilities that you will need under your term contract all backed with vast resources. Our team will bring all this to the County, while still providing personal and prompt service that you deserve, and have come to expect from the Dewberry team.

Responsive Service. Our team emphasizes immediate responsiveness to the County on every task order we receive. Through the proximity of our office, our team will be readily available to the County no matter the project size. We understand that a variety of factors can create urgency to work under tight deadlines, within school schedules, or respond at a moment's notice.

Thank you for the opportunity to submit our proposal for your consideration. We stand ready to do whatever it takes to serve the County under this term contract for engineering and architecture services. Should you have any questions regarding our proposal, please feel free to give us a call.

Sincerely,
 Dewberry Engineers Inc.

Dan Villhauer, PE, LEED AP
 Client Manager

Devin Keeler, PE, LEED AP
 Project Officer, Business Unit Manager

Forms



www.dewberry.com

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Dewberry Engineers Inc., does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 15th of August, 2018

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Dewberry Engineers Inc.

By: [Signature] (SEAL)
Signature

Print Name: Darren Conner, PE

Title: President



STATE OF Virginia

COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 15 day of August (month), 2018(year) by Darren Connor, PE (Print Name), President (Title) on behalf of Dewberry Engineers Inc. (Name of Entity)

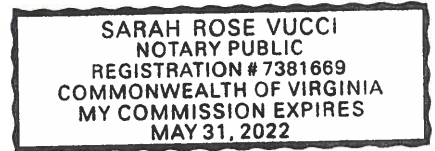
[Signature]

Notary Public

[SEAL]

My commission expires: May 31, 2022

Notary registration number: 7381669



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public

[SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Dewberry Engineers Inc.
By: [Signature] (SEAL)
Signature
Print Name: Darren Connor, PE
Print Title: President

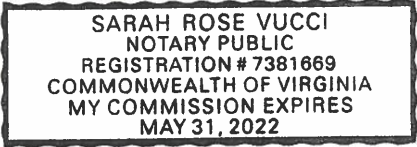


STATE OF Virginia
COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 15 day of August (month), 2018 (year) by Darren Connor, PE (Print Name), President (Title) on behalf of Dewberry Engineers Inc. (Name of Entity)

[Signature] [SEAL]
Notary Public

My commission expires: May 31, 2022
Notary registration number: 7381669



Complete if Bidder is a Sole Proprietor:
Witness the following signature and seal:

(SEAL)
Signature
Print Name: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]
Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is F1004623.

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) Dewberry Engineers Inc.

Legal Name of Offeror/Bidder Dewberry Engineers Inc.

Date 8/15/2018

Authorized Signature 

Print or Type Name and Title Darren Conner, PE, President

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

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: Darren Conner, PE _____ Phone: 434.549.8498

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

62 Years 8 Months

4. Vendor Information:

FIN or FEI Number: 13-0746510 _____ 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:	Hanover County	Contact:	Mr. Steven Herzog, PE
Phone:	804.365.6022	Email:	spherzog@co.hanover.va.us
Dates of Service:	1995-Present	\$\$ Value:	Varies by Task
		Fee Range:	\$5,000-\$360,000

Company:	Louisa County	Contact:	Ms. Pam Baughman
Phone:	540.967.1122	Email:	pbaughman@louisa.org
Dates of Service:	1992-Present	\$\$ Value:	Varies by Task, Range: \$2,500-\$300,000

Company:	Henrico County	Contact:	Mr. Chip England
Phone:	540.501.4517	Email:	eng062@henrico.us
Dates of Service:	2014-Present	\$\$ Value:	Varies by Task, Range: \$1,800-\$265,000

Company:	Goochland County	Contact:	Mr. Richard Kincheloe
Phone:	804.556.5835	Email:	rkincheloe@goochlandva.us
Dates of Service:	2012-Present	\$\$ Value:	Varies by Task, Range: \$1,000-\$199,000

I certify the accuracy of this information.

Signed:  _____ Title: President

Date: 8/15/2018

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

Overview



www.dewberry.com

Overview

EXECUTIVE SUMMARY

Fluvanna County (County) requires an engineering consultant to serve as an extension of your staff for various engineering and architecture tasks under this contract. Dewberry has 60 years of experience providing engineering and architecture services under term contracts and we want to be your annual services consultant. Our team also has a long track record of successful experience in Virginia, having completed similar services for similar municipalities such as Louisa County, Goochland County, Hanover County, Albemarle County Service Authority, and the University of Virginia. We stand ready to continue serving as a trusted partner with you under this contract.

Dewberry can best serve Fluvanna because:



We Know Fluvanna County

Our Dewberry team values the relationship that we have built with Fluvanna County through our work on your Zion Crossroads Area Water/Sewer System Development. We have strived to deliver client-focused services throughout this project and worked to understand your drivers: your growing community, expanding infrastructure, and increasing the tax base. Our success has always been rooted in our ability to form relationships and become an extension of our clients' staff. We are proud of our current work with the County and look forward to continuing this relationship under this full engineering/architecture term contract. With Dewberry, you will receive quality and client-focused services and work products on time and within budget.



Annual Contract Specialists

Working on annual contracts is what this team does. Our Richmond office currently holds over 35 annual contracts; a majority of which are focused on a wide range of engineering services. Our experience under these contracts has included the same services that will be required under this contract including water/wastewater design, site/civil improvements, roadway design and transportation planning, and architecture services. The County will continue to have a dedicated team who understands how to successfully manage multiple concurrent task orders while maintaining a focus on personal customer service.



In-House Full Service Team

Dewberry is a full-service firm. Our local team is focused on providing community-based services and is backed up by Dewberry's firm-wide resources of more than 2,000 personnel trained in over 30 disciplines. This provides the County with local expertise, subject matter experts, and a deep bench of professionals. We believe we are the right size for the County; big enough to marshal all the required resources from our Richmond offices but small enough to make each task order our team's top priority. The scope of work for any given task may include a myriad of services, virtually all of which are in-house services offered by the Dewberry team. The County will have a one stop shop with Dewberry. This will lead to better quality and coordinated efforts for the County on each task order we perform.



Responsive Service On Every Task Order

An engineering consultant cannot be truly successful under an annual contract without delivering responsive customer service on every task order. Because of our diverse local staff and the wide range of services we offer in house, our strength is that we routinely organize multi-discipline technical teams for rapid mobilization to assigned tasks. Delivering this level of service to our annual contract clients has increased client satisfaction and led to routine reselections under these contracts.

FIRM OVERVIEW

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, Dewberry is headquartered in Fairfax, VA and has more than 50 locations and over 2,000 professionals nationwide.

Our steady growth and ability to provide the capabilities, capacity, and geographic presence to serve a diverse client base has made us an industry leader. Today, Dewberry is ranked 42nd among the nation's Top 500 Design Firms and 22nd on the Pure Design Firms lists.

Dewberry will manage this term contract from our Richmond, VA office. The depth of staff, available capacity, and level of in-house services allows us to be on-site to consult with you on the same day as your call. This enhances our ability to truly be "on-call" as an extension of your staff, while keeping costs for these services low.



2,000+
EMPLOYEES

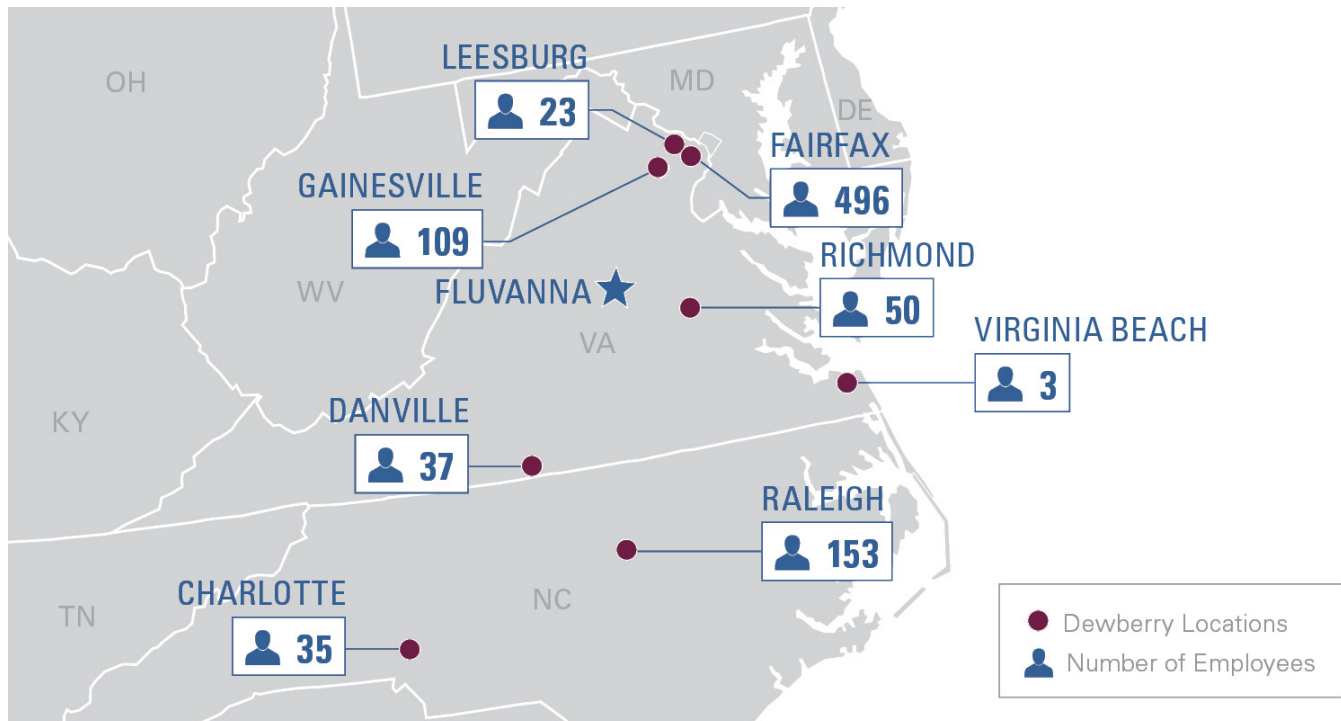


>50
LOCATIONS
in 18 states



60+
YEARS
helping clients build and shape communities

Dewberry Offices and Personnel



ORGANIZATION CHART

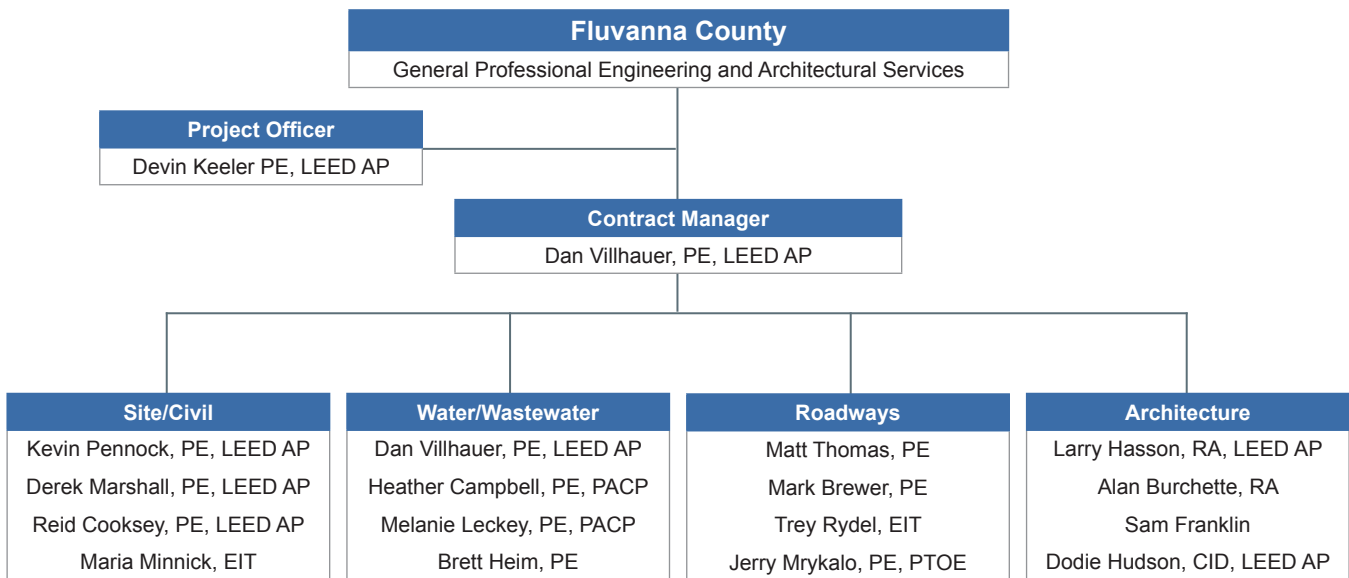
We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required under this contract with Fluvanna County. Our project team has been structured to provide the County with significant capacity. Our Contract Manager, Dan Villhauer, will serve as your main point of contact and will work closely with our project team to ensure quality service under this contract. Dan has been serving as Project Manager for the County's Zion Crossroads Water and Sewer Design project. Through this partnership, he has gained key



YOUR CONTRACT MANAGER AND SINGLE POINT OF CONTACT

Dan Villhauer, PE, LEED AP
 4805 Lake Brook Drive, Suite 200
 Glen Allen, VA 23060
 804.205.3342 direct | 840.290.7928 fax
 dvillhauer@dewberry.com

insight into the County's goals and preferences. We are ready to hit the ground running for the County under this term contract.



Support Services		
Structural Joseph Wolhar, PE	Electrical/Controls Tim Ly, PE	Solid Waste Shawn Harden, PE
Environmental Troy Shelton, PWD	Stormwater Hannah Gill, EIT	Utility Designation A William Labaugh, III, PE
Funding Heather Campbell, PE, LEED AP	Survey Mike Hoover, LS	Geotechnical B Jeremy Mydlinski, PE
Safety Wayne Sirna	Construction Inspection Louis Jarrett	
MEP Jason Devine, PE	Economic Development Shawn Harden, PE	

Subconsultant Firm Affiliation	
A Accumark	B Schnabel

Resumes



www.dewberry.com

Resumes



EDUCATION

MS, Civil Engineering, Virginia Polytechnic Institute and State University

BS, Civil Engineering, University of Virginia

REGISTRATION

Professional Engineer

LEED Accredited Professional

YEARS OF EXPERIENCE

Dewberry: 8

Total: 13

Dan specializes in working with clients under term contracts. He has recently partnered with Fluvanna County to bring critical water and sewer upgrades to your Zion Crossroads area.

Dan Villhauer, PE, LEED AP

Contract Manager, Water/Wastewater Task Manager

Dan is a project manager with extensive experience providing contract management services to term contracts throughout central Virginia. Term contract work has been a key area of focus and he excels at providing responsive service and engineering design solutions that meet his clients' goals. His background includes all areas of water/wastewater engineering including master planning and hydraulic modeling for water and sewer infrastructure. His areas of expertise include planning, evaluation, and rehabilitation and/or replacement design of water/wastewater system infrastructure. He leads full service teams in the development of engineering reports, construction documents, and providing construction administration.

PROJECT EXPERIENCE

Zion Crossroads Water and Sewer Design, Fluvanna County, VA, Project Manager. Providing design and construction administration services for a project intended to serve the Zion Crossroads Service Area with water and wastewater over the next 20 years. The water system project will include a water booster station to pump water from the water source through approximately five miles of new 12-inch water main to a new 0.5 million gallon elevated tank.

Goochland County Annual Contract, Goochland County, VA, Contract Manager. Currently providing complete engineering services for a variety of engineering task orders. Projects have included roadway improvements, park upgrades, water/sewer master plan, water/sewer system upgrades, and pump station improvements.

As-Needed Engineering Services, Department of Public Utilities, Hanover County, VA, Contract Manager. Providing engineering services as needed for water and sewer projects. During our six consecutive term contracts, over 100 utilities-related tasks orders have been completed including pump station upgrades, WWTP upgrades, and sanitary sewer improvements. Serves as coordinator for ensuring project delivery when multiple technical disciplines are used from other Dewberry offices to the benefit of the County projects.

Multiple Master Planning Projects, Various Locations, VA, Project Manager. Developed full water and wastewater master plans for municipalities throughout Virginia. Master plans included developing water and sewer models for the evaluation of water and wastewater facilities, population and demand projections, and recommendations and budgetary cost estimates for system improvements required to meet existing and future demands. Dewberry has prepared master plans for Louisa County, Hanover County, Goochland County, Powhatan County, Prince George County, Caroline County, and the University of Virginia.



Devin Keeler, PE, LEED AP

Project Officer

Devin has experience in site design, central utility distribution, land development, and surveying. He has extensive experience with engineering term contracts for clients throughout Virginia. Under this contract, Devin will provide oversight to ensure that capacity needs are met and full QA/QC is provided for every project order for Fluvanna County. Projects range from small pedestrian bridge design to multi-phase utility replacement projects. He manages and coordinates multi-disciplined teams to execute complicated projects.

EDUCATION

BS, Civil Engineering, Purdue University

BS, Land Surveying and Geomatics, Purdue University

REGISTRATION

Professional Engineer

LEED Accredited Professional

YEARS OF EXPERIENCE

Dewberry: 13

Total: 15

Devin has expertise providing oversight for term contracts. He aims to meet all of Fluvanna's needs under this contract including capacity, schedule, and budget.

PROJECT EXPERIENCE

University of Virginia Annual Contract for Engineering Services, Charlottesville, VA, Contract Manager. Providing multi-discipline engineering services to the University of Virginia. Dewberry is currently in its 15th consecutive year of service under a term contract with the University. Project activities have included road design, site/civil design, recreation/athletic improvements and stormwater design projects. Projects involve coordination between UVA's surrounding stakeholders.

Tucker Park Pedestrian Path, Goochland, VA, Project Manager. Provided site/civil, stormwater, survey, environmental and construction administration for new Tucker Park Pedestrian Bridge that will serve to provide connectivity through the park for foot traffic from the eastern side to the western portion.

Berwick Road Water Main Replacement, Albemarle County, VA, Project Engineer. Project activities included site survey, alignment alternatives analysis, coordination with the University of Virginia Foundation, public outreach and presentation, and approval of design documents through ACSA, UVA, and UVA-F.

Arlington Boulevard Improvements, Charlottesville, VA, Project Manager. Provided surveying, transportation, and site/civil design services for improvements to Arlington Boulevard. The improvements allowed a bike lane and sidewalk to be added to the existing road to enhance safety for vehicles, bicyclists, and pedestrians. Drainage design allowed storm water to be dissipated through "slots" in the sidewalk to mimic the pre-construction drainage pattern rather than channelizing flow. A custom cast-in-place drainage structure allowed stormwater to pass under the sidewalk and discharge into a rock channel.



Kevin Pennock, PE

Site/Civil Task Manager

Kevin specializes in serving the needs of public sector clients throughout Central Virginia. Projects range from small pedestrian improvements to multi-phase site construction projects. Recently, he has provided project management of site design of multiple public schools in the Richmond area that include athletic fields, pedestrian improvements, and utility extensions. His background includes experience with site/civil, sanitary sewer design and waterline design, stormwater management, and erosion and sediment control. His responsibilities include technical/engineering and oversight, project management, quality control, and business development.

EDUCATION

MS, Urban Planning, Virginia Commonwealth University

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer

DEQ Stormwater Management Combined Administrator

LEED AP

YEARS OF EXPERIENCE

Dewberry: <1

Total: 21

** Denotes projects with a previous firm*

Kevin has experience working with municipalities on a wide range of projects including K-12 projects and government facilities. He specializes bringing effective site/civil solutions while still meeting his clients' vision.

PROJECT EXPERIENCE

Summit View Business Park, Franklin County, VA, Project Manager.* Design and permitting for the first phases of infrastructure to serve the park including roads, utilities, and grading for pad-ready sites. Design components included E&S, stormwater management, environmental permitting, water and sanitary sewer trunk lines including boring under US Route 220, grading and drainage, and VDOT-maintained road. Assisted the County in identifying grant opportunities and alternate funding sources.

Virginia State University, Heating Plant, Petersburg, VA, Project Manager.* Renovation of existing steam plant site on campus. Civil design components included extensive regrading to eliminate drainage issues, retaining walls, campus connectivity, and landscape and aesthetic enhancements.

Hanover County Courthouse, Hanover County, VA, Project Manager.* 115,000-SF Courts building located on Hanover County Government Center campus. Civil design components included site layout, parking lots, utility extensions, and stormwater management system. Site design included landscape/hardscape and pedestrian circulation to integrate new construction with historic buildings on the campus including the original Hanover Courthouse dating to 1735.

New Beulah Elementary School, Chesterfield County, VA, Project Manager.* Approx. 100,000-SF Elementary School on Beulah Road designed for 750 students. Civil design components included site layout, bus loop, 151 space parking lot, pedestrian circulation, athletic fields, play areas, road improvements on Beulah Road including left and right-turn lanes and widening, stormwater management, and utility extensions.



Matt Thomas, PE

Transportation and Roadways Task Manager

Matt has experience in roadway design, transportation planning, traffic analysis, and interchange design. He has been involved in all aspects of transportation projects as a project manager, including temporary traffic control plans (TCC), drainage design, erosion and sediment control, grading, and horizontal and vertical alignment design. Recently, he completed the VDOT Project Management training two week course giving him a firm understanding of their project management standards and requirements. In addition, Matt has a broad range of expertise that includes geometric design, hydraulic analysis, and environmental coordination.

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer

VDOT, Advanced Work Zone Traffic Control

YEARS OF EXPERIENCE

Dewberry: 13

Total: 14

Matt has provided a wide range of roadway design services for clients throughout Virginia. This experience includes a broad range of projects from simple sidewalk improvements, to streetscape improvements, to full roadway widenings.

PROJECT EXPERIENCE

Hockett Road Realignment, Goochland, VA, Project Manager. Currently providing engineering for the design for the relocation of the existing Hockett Road to connect to Broad Street Road. Design services include preliminary survey and wetlands mapping, traffic impact analysis, multiple conceptual designs, water resources, roadway design, drainage design, environmental permitting, stormwater management, landscape design, and utility design and relocation.

Downtown Louisa Improvements, Louisa, VA, Project Manager. Provided engineering and landscape architectural services for the Downtown Area of the Town of Louisa. Improvements included traffic calming measures, cross-walk enhancements, and sidewalk widening and replacement.

Paving of Route 501, Buena Vista, VA, Project Manager. Currently assisting the City of Buena Vista with the design to repave approximately one mile of Route 501 within the city limits. The City of Buena Vista received VDOT funds for the repaving between 29th street and 16th street within the city limits. Project included several sidewalk spot repairs, concrete apron installations, and drainage improvements.

Greensville Sidewalk Improvements, Greensville, VA, Project Manager. Providing engineering services to Greensville County for the development of conceptual plans for sidewalk improvements along Highway 301 North. The project is being funded through TEA-21 funding. Engineering services include horizontal and vertical alignment, typical sections, temporary traffic control plans, stormwater management, environmental documents, and utility relocation.

Route 659 Relocation (Gum Spring Rd), Loudoun County, VA, Project Engineer. The Route 659 Relocation project was designed and constructed to facilitate the expansion of Luck Stone's existing Bull Run Quarry and Plant. Responsible for all aspects of the design including road design, signing and marking plans, permitting, environmental services, surveying, and construction oversight.



Larry Hasson, RA, LEED AP

Architecture Task Manager

Larry's experience includes the design of institutional, governmental, commercial, industrial, and military facilities. He participates in the development of projects from the conceptual stage including planning and programming services through design and construction administration. His experience includes programming, planning, and design for a range of new building types and for additions and renovations to existing facilities.

EDUCATION

BArch, Architecture, Virginia Polytechnic Institute and State University

REGISTRATION

Registered Architect
Designated Design-Build Professional
LEED Accredited Professional
National Council of Architectural Registration Boards

YEARS OF EXPERIENCE

Dewberry: 25
Total: 26

Larry's background is focused on providing architecture services to public clients throughout Virginia. He has designed a wide range of projects including government offices, fire stations, and K-12 schools.

PROJECT EXPERIENCE

Campbell County Government Office Building, Campbell County, VA, Project Manager. Dewberry provided a study and complete design services for improvements to the County's administrative complex. This project included a courthouse addition, renovation, and improvements to the citizen services building, maintenance/agriculture services buildings and miscellaneous buildings. The study and subsequent improvements satisfy the County's administrative space needs for at least the next 20 years.

Leesville Road Elementary School, Campbell County, VA, Project Architect. Dewberry provided architectural and engineering services for renovations and additions to Leesville Road Elementary School. Improvements included the addition of approximately 15 classrooms, a new multi-purpose room, enlarged/modern media center, expanded administration area, enclosure of open corridors, and updated heating and central air conditioning systems. Site improvements included improved access and parking, general improvements to provide modernized facility, and hazardous material abatement.

Department of Social Services Space Planning Study, Franklin County, VA, Project Architect. Dewberry was responsible for a space needs assessment for locating the departments into one facility. A space planning study was developed showing the allocation of square footage needed for each division of the Department of Social Services and cost estimates comparing a new building versus renovation. Site visits, questionnaires, and interviews were conducted to gather information and determine space allocation.

Airside Industrial Shell Building No. 3, Danville, VA, Project Architect. Provided architectural and engineering services for a new 67,000-SF industrial shell building. The building contains 4,500 SF of office space and is constructed of conventional steel framing with an exterior of pre-cast concrete panels. Services included site design and surveying services. The facility is designed to accommodate future expansion by doubling in size. Grading was performed for a future pad to accommodate expansion within the existing 14-acre site.

Bedford County Libraries, Bedford County, VA, Project Manager. Provided services for the construction of three new branch libraries, the expansion of an existing library, and renovations to an unoccupied school as a library. Full-service architectural and engineering services were provided for the design and construction of the library projects.



Derek Marshall, PE, LEED AP

Site/Civil Engineer

Derek specializes in site/civil, roadway, and telecommunication designs and implementation. His areas of expertise include planning and design of land development and telecommunication projects, stormwater design, water and wastewater distribution systems, stormwater quality, and road design. He has extensive experience partnering with state, county, and city agencies in improving and expanding infrastructure. He leads full service teams in the development of wireless infrastructure and broadband communications deployment.

EDUCATION

BS, Civil Engineering, Western Kentucky University

REGISTRATION

Professional Engineer
LEED Accredited Professional

YEARS OF EXPERIENCE

Dewberry: 6
Total: 12

PROJECT EXPERIENCE

- ACSA Operations Center Expansion, Albemarle, VA
- UVA Davenport Field Renovation, Charlottesville, VA
- Multiple Cell Tower Designs, Goochland, VA
- Leakes Mill Park- Phase II, Goochland, VA
- Tucker Park Pedestrian Bridge, Goochland, VA
- Virginia State Police Shoot House, Blackstone, VA
- Virginia State Police Demolition Range, Blackstone, VA



Reid Cooksey, PE, LEED AP

Site/Civil Engineer

Reid has experience with site/civil improvements, stormwater management, drainage design, and construction administration. He is responsible for the preparation of design documents, engineering studies, multi-disciplined project coordination, technical specifications, permits, and design of multiple site/civil projects.

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer
LEED Accredited Professional

YEARS OF EXPERIENCE

Dewberry: 5
Total: 5

PROJECT EXPERIENCE

- Loudoun County On-Call Civil, Loudoun County, VA
- Facilities Management Yard Parking and Drainage, Charlottesville, VA
- Golf Practice Facility, Charlottesville, VA
- Tennis Stadium Design, Charlottesville, VA
- Lake Anne Village Center, Reston, VA
- Brandon Green Street Utility, Charlottesville, VA



Maria Minnick, EIT

Site/Civil Engineer

Maria has experience including site/civil improvements, stormwater management, drainage design and construction administration for projects. She is responsible for the preparation of design documents, engineering studies, multi-disciplined project coordination, technical specifications, permits, and design of multiple site/civil projects.

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Engineer-in-Training

YEARS OF EXPERIENCE

Dewberry: 3

Total: 3

PROJECT EXPERIENCE

- Gilmer/Chemistry Renovation, Charlottesville, VA
- ACSA Operations Center Expansion, Albemarle, VA
- McCormick Road Realignment, Charlottesville, VA
- Facilities Management Yard Parking & Drainage, Charlottesville, VA
- Walston Lane Existing Drainage System Evaluation, Charlotte, NC
- Hill Street Storm Drainage, Charlotte, NC
- Lilly Mill Storm Drainage and Stream Enhancement Project, Charlotte, NC



Heather Campbell, PE, PACP

Water/Wastewater Engineer, Funding

Heather specializes in water and wastewater system evaluation for Virginia municipalities. She offers 16 years of civil engineering experience, focused on inspecting and analyzing water and sewer systems and providing recommendations, design, and construction administration for system renovation and expansion. In addition, her background includes trenchless (HDD, CIPP, sliplining, guided boring) and conventional open-cut construction of pipelines up to 54" in diameter. Her responsibilities typically encompass development of preliminary engineering reports; preparation of complete cost estimates, design plans and specifications; and construction administration.

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer

Pipeline Assessment Certified Professional

YEARS OF EXPERIENCE

Dewberry: 16

Total: 16

PROJECT EXPERIENCE

- Zion Crossroads Water and Sewer Design, Fluvanna County, VA
- Berwick Road Water Main Replacement, Albemarle County, VA
- Colonial Beach Sanitary Sewer Phase, Town of Colonial Beach, VA
- Creighton Road Water Storage Tank, Hanover County, VA
- Crozet Phase 3 Water Main Replacement, Albemarle County, VA
- Elmont Water Storage Tank and Pump Station, Hanover County, VA



Melanie Leckey, PE, PACP

Water/Wastewater Engineer

Melanie has experience working on water and sewer transmission main design, gravity sewer design, water and wastewater pump station design, and utility master planning for Virginia municipalities. She is responsible for the associated concept development, feasibility studies, design, and construction management of various water and wastewater projects. She has experience developing preliminary engineering reports, design documents, and technical specifications.

EDUCATION

BS, Civil and Infrastructure Engineering, George Mason University

REGISTRATION

Professional Engineer
Pipeline Assessment Certified Professional

YEARS OF EXPERIENCE

Dewberry: 10
Total: 10

PROJECT EXPERIENCE

- Zion Crossroads Water and Sewer Design, Fluvanna County, VA
- Beaverdam Well House Improvements, Hanover County, VA
- Deep Run Outfall Sewer, Henrico County, VA
- Eastern County Force Main Upgrades, Goochland County, VA
- Louisa Regional Wastewater Treatment Plant Expansion, Louisa County, VA
- Grassy Swamp Pump Station and Force Main, Hanover, VA
- Shelton Pointe Pump Station and Force Main, Hanover, VA



Brett Heim, PE

Water/Wastewater Engineer

Brett has experience working on water/wastewater system modeling, waterline/sewerline extensions, and water and wastewater system evaluation for Virginia municipalities. He is responsible for water and wastewater treatment design and construction management, water system modeling, and the design and construction of water pump stations. He has experience developing preliminary engineering reports, design documents, and technical specifications.

EDUCATION

MS, Civil Engineering, Virginia Polytechnic Institute and State University

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Professional Engineer

YEARS OF EXPERIENCE

Dewberry: 2
Total: 8

PROJECT EXPERIENCE

- Zion Crossroads Water and Sewer Design, Fluvanna County, VA
- Caroline County Water Master Plan, Caroline County, VA
- Dianne Ridge Well Facility, Hanover County, VA
- South Anna Elementary School FE/MN Removal, Hanover County, VA
- East End Water System Improvements, Goochland, VA
- Kill Devil Hills Elevated Tank Preliminary Engineering Review, Kill Devil Hills, VA
- Water Treatment Plant Ammonia Feed Building, Gloucester, VA



Mark Brewer, PE

Transportation and Roadways Engineer

Mark has specialized expertise in highway and public road design. He specializes in geometric design, drainage design (both open channel and closed system), general road plan preparation, and maintenance of traffic design. Mr. Brewer has been involved in numerous widening and realignment, highway interchange, and new roadway projects including the roadway improvements associated with the Dulles Corridor Metrorail Extension Project to Dulles Airport and Loudoun County.

EDUCATION

BS, Civil Engineering, University of Virginia

REGISTRATION

Professional Engineer

YEARS OF EXPERIENCE

Dewberry: 11

Total: 11

PROJECT EXPERIENCE

- Alder School Road, Loudoun County, VA
- Antietam Road Sidewalk, Prince William County, VA
- Burwell Road Paving, Prince William County, VA
- Massaponax Church Road, Spotsylvania, VA
- Route 7 and Route 659 Interchange, Loudoun County, VA



Trey Rydel, EIT

Transportation and Roadways Engineer

Trey has experience with a variety of transportation projects including temporary traffic control plans (TCC), drainage design, erosion and sediment control, grading, and horizontal and vertical alignment design. He has a broad range of expertise that includes preliminary and final design, design-build services, drainage design, erosion and sediment control design, pavement design, pedestrian improvements, and utilities relocation coordination.

EDUCATION

BS, Civil Engineering, Virginia Polytechnic Institute and State University

REGISTRATION

Engineer-in-Training

YEARS OF EXPERIENCE

Dewberry: 2

Total: 2

PROJECT EXPERIENCE

- Commerce Road Complex, Richmond, VA
- Greensville Sidewalk Improvements, Greensville, VA
- Route 501 North Paving, Buena Vista, VA
- Route 10 Eastbound Widening, Chesterfield, VA
- Route 659 Additional Entrance, Loudoun County, VA



Jerry Mrykalo, PE, PTOE

Transportation and Roadways Engineer

Jerry specializes in the traffic engineering disciplines of traffic analysis, traffic studies, Transportation Management Plan (TMP) development, Maintenance of Traffic (MOT/MPT) design, traffic signal design, signing and pavement marking design, intelligent transportation systems (ITS) design, and electronic toll collection design. He leads Dewberry's Mid-Atlantic Traffic Engineering group, and has extensive experience in traffic analysis and traffic control device design, both on public roads and at airports.

EDUCATION

BS, Civil Engineering, The Pennsylvania State University

REGISTRATIONS

Professional Engineer

VDOT Advanced Traffic Control Design Specialist

ATSSA Traffic Control Design Specialist

Work Zone Traffic Control Training Instructor (all levels)

Erosion and Sediment Control Administrator

YEARS EXPERIENCE

Dewberry: 12

Total: 14

PROJECT EXPERIENCE

- Hockett Road Realignment, Goochland Count, VA
- Route 10 Eastbound Widening, Chesterfield County, VA
- Logmill Road Improvements, Prince William County, VA
- Route 15 Improvements and Trails, Prince William County, VA
- Airport Connector Road, Henrico County, VA
- I-64/Exit 91 Interchange and Bridge Improvements, Augusta County, VA



Alan Burchette, RA

Architecture

Alan is responsible for architectural, renovation, and roofing projects. He has been involved with every phase of the architectural process including design, working drawings, specifications, cost estimating, construction administration, inspection and supervision. Alan specializes in the design of newly constructed and renovated K-12 school facilities.

EDUCATION

BArch, Architecture, Virginia Polytechnic Institute and State University

REGISTRATION

Registered Architect

YEARS OF EXPERIENCE

Dewberry: 38

Total: 40

PROJECT EXPERIENCE

- Louisa County Public Schools Building Assessments, Louisa County, VA
- Altavista Elementary School, Campbell County, VA
- Renovations to Fire Stations 10 & 13, Richmond, VA
- Amelia County Courthouse Concept Plan, Amelia County, VA
- Amherst County School Renovations, Amherst County, VA
- EC Glass High School Modernization Improvements, Lynchburg, VA



Samuel Franklin

Architecture

Sam is responsible for many aspects of a project including initiating the client relationship, creating a shared vision for the project and conceptual design for that vision, carrying a project through the production of construction documents, and providing construction contract administration. Sam has extensive experience in all aspects of project delivery. This experience has given him the ability to understand the client's specific goals and objectives, create a tailored and unique design concept to meet that vision, and execute the plan.

EDUCATION

BA, Architecture, North Carolina State University

BA, Environmental Architecture, North Carolina State University

YEARS OF EXPERIENCE

Dewberry: 4

Total: 23

PROJECT EXPERIENCE

- River District Tower (Dan River Research Building), Danville, VA
- Facilities Management Salt & Sand Storage Building, Charlottesville, VA
- Recycle Center Design, Charlottesville, VA
- Pritchard Housing Renovation, Blacksburg, VA
- Virginia State Police 3rd Floor Build Out, Blackstone, VA



Dodie Hudson, CID, LEED AP

Interior Designer

Dodie's responsibilities include space planning, working with clients to design or renovate spaces to meet their needs, enhance the function, safety and aesthetics of their space, select finishes, furniture, and equipment needed to make the space function most efficiently, provide architectural details as needed, design casework layouts, work with vendors to quote and install furniture and finishes, use CAD or RevIT to create floor plans, details, and elevations.

EDUCATION

BS, Interior Design, Virginia Polytechnic Institute and State University

REGISTRATION

LEED Accredited Professional

National Council for Interior Design Qualification

Certified Interior Designer

YEARS OF EXPERIENCE

Dewberry: 17

Total: 22

PROJECT EXPERIENCE

- 7th Floor Upfit, Richmond City Hall, Richmond, VA
- Department of Social Services Space Planning Study, Franklin County, VA
- ACSA Operations Center Expansion, Albemarle, VA
- Amelia County Master Plan, Amelia County, VA
- Circuit Courtroom Renovations, Danville, VA
- Campbell County Public Schools Concord Elementary School, Rustburg, VA

SUPPORT SERVICES

In addition to our core services, we have included support services, which will provide the County with ample availability and skills required for any task order you may have. The County will have a one stop shop with Dewberry.

We have provided highlights of Dewberry's team of support services along with our two subconsultants: Schnabel Engineering, Inc. and Accumark, Inc.

Employee and Role	Registration	Education	Years of Experience	Relevant Experience
Joseph Wolhar, PE Structural Engineering	PE VA	MS, Civil Engineering BS, Civil Engineering	Dewberry: 27 Total: 31	<ul style="list-style-type: none"> Zion Crossroads Water and Sewer Design, Fluvanna County, VA Jouett and Trevilians Elementary Schools Gym Repair, Louisa, VA
Troy Shelton, PWD Environmental Engineering	PWD VA (3402000149)	BS, Environmental Science	Dewberry: 17 Total: 20	<ul style="list-style-type: none"> Fluvanna County Zion Crossroads Water and Sewer Design, Fluvanna County, VA Berry Hill Industrial Park, Southside, VA
Wayne Sirna Safety	Certified Wastewater Operator	AA, Pollution Abatement Technology	Dewberry: 4 Total: 39	<ul style="list-style-type: none"> Little Hunting Creek Pump Station, Fairfax, VA ACSA Safety Program Development, Augusta, VA
Jason Devine, PE Mechanical, Electrical, and Plumbing Engineering	PE VA	BS, Mechanical Engineering	Dewberry: 11 Total: 12	<ul style="list-style-type: none"> Fire Stations 10 & 13, Richmond, VA Jail West Boiler Replacement, Henrico, VA
Tim Ly, PE Electrical/Controls	PE VA	BS, Electrical Engineering	Dewberry: 4 Total: 24	<ul style="list-style-type: none"> Elmont Water Storage Tank & Pump Station, Hanover, VA Heritage Hunt Sewage Pump Station, Prince William County, VA
Hannah Gill, EIT Stormwater	EIT VA Certified Floodplain Manager	BS, Civil Engineering	Dewberry: 4 Total: 4	<ul style="list-style-type: none"> Route 10 Eastbound Widening, Chesterfield, VA Tucker Park Pedestrian Bridge, Goochland, VA
Mike Hoover, LS Survey	Land Surveyor	AAS, Civil Engineering	Dewberry: 35 Total: 40	<ul style="list-style-type: none"> Route 10 Eastbound Widening, Chesterfield, VA Eastern Goochland Force Main Upgrades, Goochland, VA
Louis Jarrett Construction Inspection			Dewberry: 12 Total: 17	<ul style="list-style-type: none"> RWSA Route 29 Watermain Betterment, Albemarle, VA Fort Lee Roundabout, Prince George, VA
Shawn Harden, PE Solid Waste, Economic Development	PE VA	BS, Environmental Engineering	Dewberry: 17 Total: 20	<ul style="list-style-type: none"> Berry Hill Industrial Park, Southside, VA Solid Waste/Recycling Centers, Brunswick County, VA
William Labaugh, III, PE Utility Designation	PLS	AAS, Civil Engineering	Accumark: 7 Total: 38	<ul style="list-style-type: none"> Term Contract for Subsurface Utility Services, Department of Public Utilities, Hanover County, VA City of Richmond Term Contract for Subsurface Utility Locating, Richmond, VA
Jeremy Mydlinski, PE Geotechnical	PE VA	MS, Civil Engineering BS, Civil Engineering	Schnabel: 12 Total: 22	<ul style="list-style-type: none"> Zion Crossroads Wastewater Treatment Plan Expansion, Louisa, VA Rivanna River Water Main Crossing, Albemarle, VA

Demonstrated History of Successful Projects



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Demonstrated History of Successful Projects

Dewberry has been working with Fluvanna County since 2015 to plan and design the water and wastewater system needed to serve the Zion Crossroads Service Area. This project includes a significant amount of water and wastewater infrastructure along State Routes 250 and 15 to allow for continued growth. The water system includes over five miles of waterlines, a water booster station at the Fluvanna Women's Correctional Center, a 500,000 gallon elevated tank, and a connection to the Louisa County Water System for redundancy. The wastewater system includes a regional wastewater pump station near the Starlite Business Park and over four miles of force main to route wastewater to the Correctional Center's wastewater treatment plant. Both systems were designed to allow for expansion to serve the area for the next 40 years.

This project required extensive water and wastewater engineering expertise to complete, which Dewberry was able to provide in-house with our local Richmond office. A critical part of making this project a success was our coordination with multiple different stakeholders, review agencies, the County Board of Supervisors, and the public. Dewberry has made multiple presentation to the public and Board Members to present the project components, design features, to explain the project's benefits, and to achieve community buy-in. We also attended multiple meetings with the Virginia Department of Corrections (VDOC) and the Louisa County Water Authority (LCWA) to coordinate the water connection and supply points for the water system. Dewberry coordinated and met with the Central Virginia

Dewberry has recently partnered with Fluvanna County and your staff on the water and sewer upgrades in the Zion Crossroads area.

Electric Cooperative (CVEC) to obtain permission to install a significant portion of the wastewater force main within their transmission easement. Regulatory agency coordination included meetings, conference calls, and correspondence with the Virginia Department of Health (VDH), Virginia Department of Environmental Quality (VDEQ), Virginia Department of Transportation (VDOT), and the US Army Corp of Engineers (USACOE). Most importantly, Dewberry maintained constant communication with multiple County departments to ensure that the project was being designed and executed with the County's preferences in mind. This allowed Dewberry to achieve buy-in and obtain all required permits and approvals to allow the project to proceed to construction.

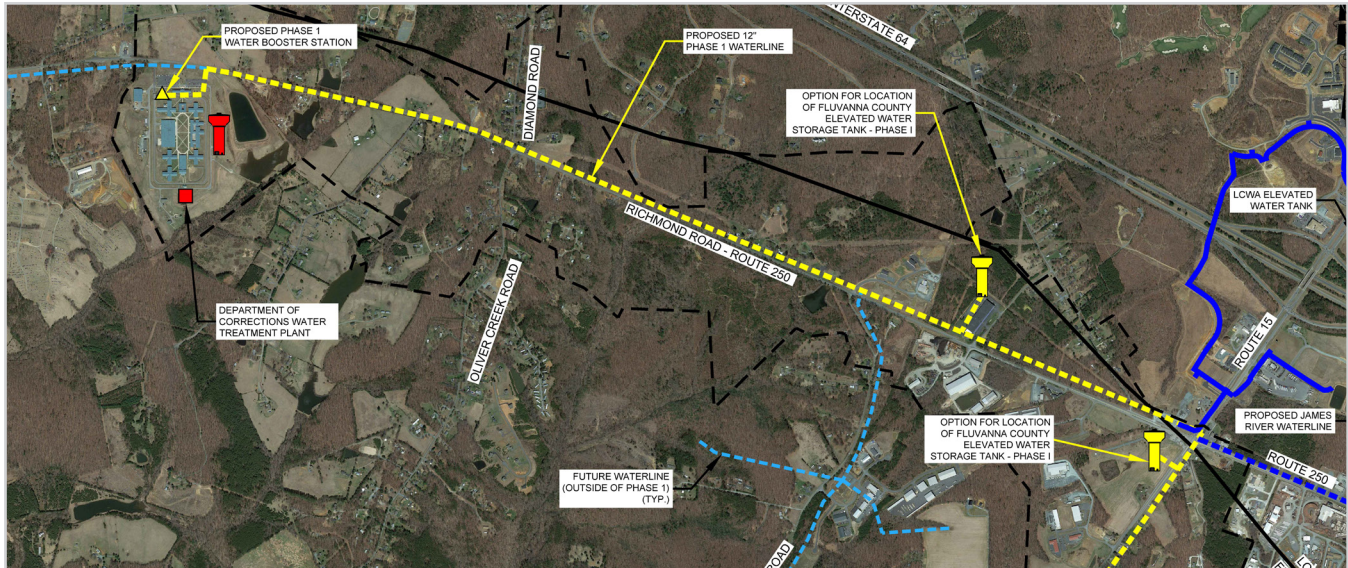
Dewberry's emphasis on communication and coordination with all project stakeholders was an important part of the project. This, combined with our local engineering expertise, allowed for a successful project that will ensure the continued growth of the Zion Crossroads Service Area.

Dewberry values the relationship we have built with the County over the last few years. We are excited to provide the full service capabilities of our team as you continue to meet the engineering and architecture needs of your community. We have provided on the following page a project highlight of our current work with the County. We have also included additional information of our term contract expertise and the long term relationships we have built with similar municipalities. We are ready to continue building this long term relationship with Fluvanna County!



DAN VILLHAUER'S COMMITTED PARTNERSHIP WITH FLUVANNA COUNTY:

"Through our work on the Zion Crossroads Water and Sewer Project, I have had the pleasure to work with multiple Fluvanna County departments and been able to get to know many of the County's staff. I have also had the opportunity to present at several community meetings and Board of Supervisors meetings. This has allowed me to get to know the County's preferences and procedures and made me feel like a part of your team and community. I have really enjoyed working with you over the last few years and look forward to many more years."



Zion Crossroads Water and Sewer Design

Fluvanna County, VA

Dewberry is providing design and construction administration services for a project intended to serve the Zion Crossroads Service Area with water and wastewater over the next 20 years. Initial water supply and wastewater treatment will be provided by the existing Women's Correctional Facility water and wastewater treatment plants. The project will include a water booster station to pump water from the water source through approximately five miles of new 12-inch water main to a new 0.5 million gallon elevated tank. The water booster station will include two split case centrifugal pumps with Variable Frequency Drives (VFDs) and will be housed in a building with an emergency generator. The elevated tank site will include a redundant connection to the Louisa County water system that will be included with automated valves to allow for either system to be supplemented by the other in the event of an emergency.

This configuration also allows for the installation of a second future booster pump at the elevated tank site to allow Louisa County to provide water to Fluvanna County, if needed, in the future.

The wastewater system will include a regional 1 MGD wastewater pump station and approximately five miles of 8-inch and 10-inch force main, which will be routed to the wastewater treatment plant. The pump station will include two submersible non-clog pumps driven by VFDs and a valve/control building with an emergency generator. The force main will be sized to accommodate the connection of a future regional pump stations to expand service to additional areas along the force main route. The project will also include a system wide supervisory and data acquisition (SCADA) system for monitoring and control purposes.

CONTACT

Mr. Wayne Stephens
 Director Public Works
wstephens@fluvannacounty.org
 434.591.1910

TERM CONTRACT SPECIALISTS

Dewberry’s ability to work in harmonious relationships with our clients and their agents is best demonstrated by the long term relationships that we develop with our term contract and other local, municipal clients. In short, term contracts are what we do. Over 50% of Dewberry’s Richmond office annual revenue comes from term contracts, and our ability to maintain client satisfaction on these contracts leads to repeat business. Because of this, we have been able to develop long-term relationships with many of the local municipal clients that we serve. The table below demonstrates just a few of the long-term relationships that we have with local municipal clients in addition to Fluvanna

County. We have included references and relevant project sheets for the proposed disciplines on the following pages that demonstrate the Dewberry team’s experience that we can provide to the County.



Dewberry’s Term Contract Relationship Experience

Term Contract and Relationship History	Approximate Number Of Task Orders Past 3 Years	Approximate Fee Range	Sample Project Types
Louisa County Relationship Since: 1992	>15	\$2,500-\$300,000	<ul style="list-style-type: none"> • Building System Evaluations for Earthquake Damage • High School Track, Tennis, and Parking Lot Improvements • Louisa IDA Library Tract Site/Civil Engineering • Government Facility Parking Improvements • Zion Crossroads Water/Sewer Upgrades • Courthouse Dome Renovations
Hanover County Relationship Since: 1995	>50	\$2,500-\$400,000	<ul style="list-style-type: none"> • Beaver Dam Elementary School Well Facility • Facilities Master Plan through 2042 • Doswell WTP Operations and Maintenance Manual • Creighton Road Elevated Water Storage Tank • Elmont Water Storage Tank and Pump Station
Goochland County Relationship Since: 2012	>15	\$5,000-\$150,000	<ul style="list-style-type: none"> • Hockett Road Realignment • Leakes Mill Park Phase II • Tucker Park Pedestrian Bridge • Water and Sewer Master Plan • Rivergate Pump Station Replacement • Water and Sewer Standards Update
Albemarle County Service Authority Relationship Since: 2009	>10	\$6,000-\$150,000	<ul style="list-style-type: none"> • Operations Center Expansion Study • Scottsville Phase 3 Water Main Replacement • Crozet Phase 3 Water Main Replacement • Jefferson Village Water Main Replacement
University of Virginia Relationship Since: 2001	>100	\$1,000-\$250,000	<ul style="list-style-type: none"> • Facilities Management Yard Improvements • Golf Course Connector Road • Davenport Field Renovation • O’Neil Hall Renovation • Scott Stadium Stairs

Proposed Sub-consultants



www.dewberry.com

Proposed Sub-consultants

Dewberry has a long-term relationship with our subconsultants. With over 20 years working harmoniously with Accumark and Schnabel, this team can hit the ground running on your projects. Dewberry has worked on well over 100 projects with these firms and have a strong working relationship with the team included in this proposal.

ACCUMARK

Accumark, Inc.

will provide utility investigation services for this contract. Accumark provides professional Subsurface Utility Services on a daily basis across Virginia and the Eastern United States. Since the firm was founded in 1994, they have built their reputation on a foundation of professionalism, quality results, and innovative techniques. Accumark is a certified small business with the Commonwealth of Virginia and is proud to serve on term contracts, on-call agreements, and design and construction projects for utilities, roadways, and commercial and institutional buildings.

Accumark employs a team of professionals trained in utility designation, vacuum excavation, CADD design, research and documentation. The pride, attention to detail, and dedication shown by their employees is second to none and is evident in the services they provide.



SCHABEL

Schnabel Engineering

will provide geotechnical engineering services for this contract. Schnabel is a recognized leader in engineering, providing solutions to complex geo-related challenges for more than 55 years. They offer the expertise of a large firm with the personalized attention characteristic of smaller firms. They provide clients exceptional value in terms of meeting their project needs while attaining cost-savings.

Specialized Services:

- Geotechnical Engineering
- Dam and Levee Engineering
- Tunnel Engineering
- Geostructural Engineering
- Environmental Services
- Construction Services



Project Approach



www.dewberry.com

Project Approach

TASK ORDER APPROACH

As a Virginia based firm, Dewberry has demonstrated its stability and commitment to Virginia municipalities by providing consistent, quality service throughout our firm's 60-year history. The Dewberry team will provide all labor, materials, equipment, and supervision necessary to complete the work described in this proposal and other tasks as they arise for this on-call contract.

All tasks will be performed in accordance with generally accepted professional standards. Dewberry will provide the County with the best possible advice and consultation within the bounds of a professional services firm. We will comply with the regulations, laws, ordinances, and requirements of all governmental agencies as applicable. We also commit to assigning work to qualified personnel in sufficient numbers to meet negotiated performance schedules.

For the General Professional Engineering and Architecture Services Contract, Dewberry understands that a wide variety of services may be required for task orders and projects such as: studies, preliminary engineering reports, design services, construction administration services, and construction inspection services.

Utilizing our proven management approach, the Dewberry team will be able to assist you with a variety of project services ranging from preliminary engineering through design and construction. The overriding objective of this contract is to partner with the County to deliver quality capital projects in a consistent, cost-effective, and timely manner. A brief overview of anticipated project activities that Dewberry can provide under each of these phases is outlined as follows.

Preliminary Design Phase

This initial phase may include activities such as: assembling and reviewing existing information with County representatives; evaluating existing and proposed facilities; field surveying; identifying property acquisition requirements; preparing preliminary engineering reports, preliminary design plans, and preliminary cost estimates; participating in public meetings; and coordinating with review agencies.

Final Design Phase

This phase typically includes: preparing final design plans and specifications by incorporating comments from review parties, obtaining required federal, state, and local approvals and permits, and developing final construction cost estimates. Review workshops are conducted at key milestones to obtain County's input.

Bid Phase

Under the bid phase, Dewberry typically assists with the preparation and distribution of bid documents, development and distribution of needed addenda, responding to requests for information from potential bidders, attending a pre-bid conference and bid opening, reviewing the bids, and making a recommendation for award to the County.

Construction Phase

Construction phase services typically include: conducting a pre-construction meeting, reviewing and approving shop drawings and submittals, responding to requests for information, conducting regular construction site visits to monitor progress, checking and approving all monthly and final pay requests, preparing and distributing change order requests, assisting with substantial and final completion inspections, developing record drawings and operations and maintenance manuals, and assisting with final closeout paperwork.

Task Order Management

Dewberry has a proven process for performing task orders under on-call contracts. This process is initiated by the assignment of a task order by the County. Following communication with the County, our Contract Manager, Dan Villhauer, will assign a Task Manager based on the requirements of the task. The Task Manager will initiate a scoping meeting that will lead to the creation of a cost proposal based on the information gathered from the meeting. Dewberry will work with the County to develop the appropriate scope so that the County can approve the proposal and authorize the continuation of the task prior to beginning with Preliminary Design.

A graphical summary of our proposed overall approach to task order management, which will be modified as necessary to specifically meet the needs of both the County and the project at hand, is provided below.

Successful Task Order Delivery. Our task order approach, proven through multiple contract renewals, is focused on partnering with you to understand the “why” to every task order.



Representative Projects



www.dewberry.com

Representative Projects

Dewberry is the “engineer of choice” for many of our long-term clients. Our on-call contracts and project experience have encompassed a range of scope of services that match the anticipated services for this contract. We have provided general engineering and architectural services for Hanover County, Goochland County, University of Virginia, Henrico County, Louisa County and others. Our expertise in working with municipalities of similar size to Fluvanna County is demonstrated in the following pages highlighting a selection

of our term contract and project specific experience. We have provided a table below highlighting the depth of experience delivering the same services you need to similar term contract clients. We have also provided project descriptions on the following pages to further demonstrate this team’s depth and breadth of experience providing engineering and architectural services.

Dewberry’s Term Contract Experience Matching Your Needs

Term Contract Client	Site/Civil Engineering	Architecture	Water/Wastewater Engineering	Roadway Engineering	Environmental Services	Building Engineering	Stormwater	Construction Administration	Regulatory Agency Coordination
Louisa County	●	●	●		●	●	●	●	●
Hanover County	●	●	●		●	●	●	●	●
Henrico County	●	●	●		●	●	●	●	●
Goochland County	●		●	●	●	●	●	●	●
Albemarle County Service Authority	●	●	●		●	●	●	●	●
Chesterfield County	●			●		●		●	●
University of Virginia	●	●	●	●	●	●	●	●	●
Powhatan County	●		●					●	●
City of Richmond	●	●	●		●	●	●	●	●
Caroline County			●						
Prince George County			●						



Leake's Mill Park

Goochland Term Contract

Goochland County, Virginia

Dewberry has provided a range of services under this full engineering term contract including water/wastewater design, telecommunications, park improvements, and roadway design. We have provided an overview of task orders we have provided to the County over the past five years below.

Leakes Mill Park Phase II.

Dewberry provided engineering services for the development of Phase II of the Leakes Mill Park. Leakes Mill Park is a part of the Goochland County Parks, Recreation & Facilities Department's portfolio of outdoor sports complexes. Phase II of the project includes a large additional athletic field and parking lot expansion. The design of Leakes Mill Park Phase II involved extensive grading and stormwater management strategies to meet the 2014 stormwater regulations. This design utilized grass

channels and vegetated filter strips to provide water quality and quantity control while emphasizing public safety and accessibility.

Hockett Road Realignment.

Dewberry provided engineering for the preliminary design for the relocation of the existing Hockett Road to connect to Broad Street Road. Design services included preliminary survey and wetlands mapping, traffic impact analysis, multiple conceptual designs, water resources, roadway design, drainage design, environmental permitting, stormwater management, landscape design, and utility design and relocation.

Water and Sewer Master Plan.

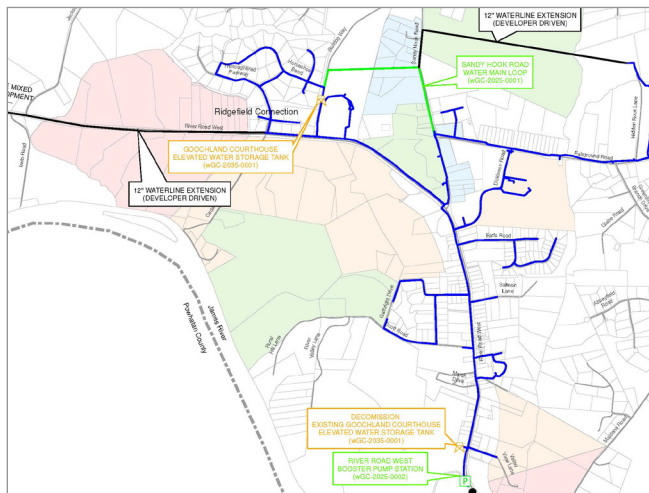
Dewberry completed a utility master plan for Goochland County that included an assessment covering their water and wastewater systems through 2045.

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As part of the master plan, Dewberry prepared a water model for the County utilizing InfoWater. The water model addresses existing infrastructure, future County's CIP projects and future private development projects. Additionally, the model highlights all major facilities such as water pumping stations and water storage tanks and assesses any supply deficiencies and optimization of operations for the County's pumping stations and storage tanks.

Dewberry also developed a sewer model using InfoSewer as part of the utility master plan. Using the model, Dewberry established sewer demands



Goochland County Utilities Map



Cell Tower Design

so that impacts of the County's proposed economic development and growth could be evaluated. The model provided an overall system analysis to identify any deficiencies in the County's current sewer system.

The master plan report allowed the County to plan for yearly capital improvements throughout the planning period. Dewberry worked closely with the County to help identify and prioritize projects based on the results of the analysis.

Cell Tower Design.

Dewberry provided site civil, environmental assessment, and telecommunications services for two new telecommunication towers in Goochland County. The new telecommunication towers are a part of the radio communications system microwave backhaul to improve emergency services and connectivity. The new towers were designed to accommodate additional loading to allow for future wireless carriers to collocate to improve wireless service within the development area.

Dewberry evaluated the sites to determine if the projects contained

jurisdictional waters of the US and performed a wetland delineation as well as architectural resources review with the Virginia Department of Historic Resources. Additionally, evaluation balloon tests and photo simulations were prepared for the FCC and State Historic Preservation Office for approval of the site locations and to ensure there were no impediments of view-shed from historic properties in the area. In addition, Dewberry designed the access roads up to 600 feet in length and provided completed site plans with a new 60-foot x 60-foot wireless compound, equipment shelter and foundation design, as well as fiber and power routings, and generator design.

Valley View Pump Station

Improvements. Dewberry developed a preliminary engineering study to evaluate the existing pump station to recommend improvements. This included an evaluation of the existing pump performance, the addition of an emergency pump around system and many other improvements to enhance pump station operation, reliability, and safety. Upon completion of

the evaluation, Dewberry prepared plans and specifications for the improvements and provided construction administration services.

Water and Sewer Standards

Update. Dewberry was tasked to update Goochland County's water and sewer design standards and specifications. The first task included a review of the current standards and providing recommendations for additions, modifications, and revisions. Dewberry performed the revisions to the water and sewer standards and specifications after they were agreed to through close coordination with the County.

Eastern Goochland Pump Station Improvements.

Dewberry prepared a hydraulic and transient analysis of the existing 33 MGD pump station and nine mile long 48-inch diameter force main to allow for improved control of surges within the pump station and pipeline. Dewberry provided design and construction administration services for several recommended improvements.

“ Dewberry’s effort on Goochland’s Utility Master Plan has been great. You guys have been very resilient to our needs ”

Mr. Todd Kilduff | Deputy County Administrator for Utilities and Community Development | Goochland County

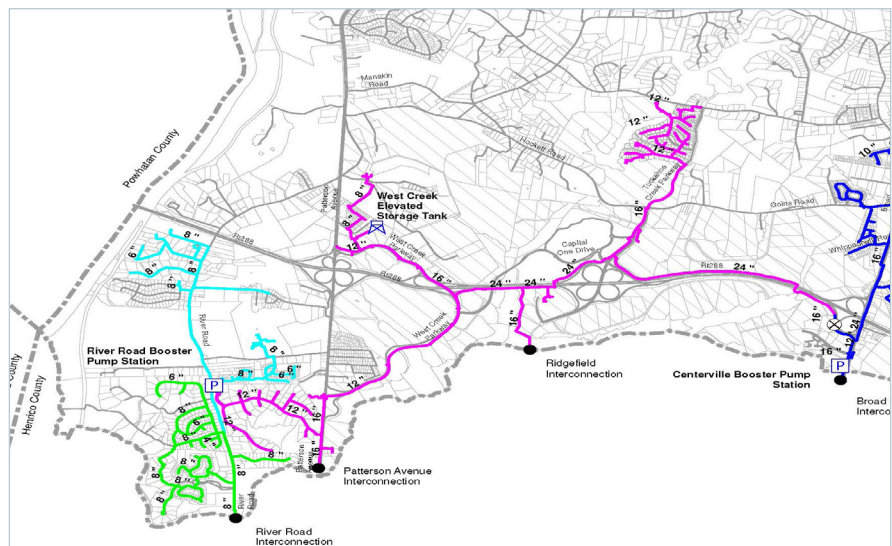
Rivergate Pump Station Replacement. This project involved the demolition of an existing pump station and the construction of approximately 2,500 LF of 12-inch gravity sewer. The project eliminated a pump station that has been problematic for the County for years. The proposed gravity sewer alignment included a jack and bore under State Route 6 that connected into the eastern Goochland pump station interceptor.

East End Water System Improvements. Dewberry provided services for the identification of necessary water system improvements to improve water system pressure, fire flow availability, and water quality. Project included the design and construction administration services. The recommended improvements included modifying the distribution water system pressure zones, adding a tank mixer, taking an existing tank offline, constructing a new flow control vault, and adding a chloramine booster station. The water distribution system SCADA was modified for the control and monitoring of the improved water facilities.

Goochland Courthouse VCCW WWTP Expansion PER. Dewberry developed a preliminary engineering report to evaluate incrementally expanding the existing 0.3 MGD Sequencing Batch Reactor WWTP to 1.2 MGD to serve the projected Courthouse wastewater flows through 2045. This included an evaluation of not only hydraulic capacity but also the addition of nutrient removal capabilities as it is anticipated that a plant capable of enhanced nutrient removal will be required at the 1.2 MGD capacity.



Rivergate Pump Station



Goochland County Utilities Map



Operations Expansion Study

Albemarle County Service Authority Term Contract

Albemarle, VA

Dewberry is assisting the Albemarle County Service Authority under a term contract for professional engineering services. Representative projects include the following:

Crozet Phase III Water

Replacement. Dewberry is providing survey, engineering, and design services for the replacement of approximately 4,350 LF of existing 6-inch and 8-inch diameter asbestos cement waterline. Project activities include topographic field survey, alignment analysis, coordination with VDOT, geotechnical soil borings, public outreach and presentation, and approval of design documents through ACSA, Albemarle County, and VDOT.

Berwick Road Water Main

Replacement Project. Dewberry provided surveying, engineering, and design services for the replacement of approximately 1,600 LF of 8-inch

diameter waterline near the Boars Head Inn. Project activities included site survey, alignment alternatives analysis, coordination with the UVA-F, public outreach and presentation, and approval of design documents through ACSA, UVA, and UVA-F.

Buckingham Circle Water/Sewer

Project. Dewberry assisted ACSA with the development of design documents for the installation of 8-inch diameter waterline to replace existing 4-inch diameter asbestos cement waterline and installation of a gravity sewer collection system including aerial creek crossing to connect to the RWSA system and allow residents to abandon existing septic systems.

Western Ridge-Foxchase

Water Connection Project.

Dewberry assisted ACSA with survey, environmental permitting, historical investigation, geotechnical, and

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design services for the installation of approximately 2,500 LF of 8 inch waterline to connect Western Ridge and Foxchase subdivision water distribution systems in Crozet, VA. The project required coordination with RWSA related to the proposed directional drill under existing RWSA sewer and stream crossings.

ACSA Operations Center Expansion Study

- **Energy Plan.** A phasing plan to replace all non-LED lighting with LED lighting will be provided and an analysis of the overall reduction in energy consumption.

- Parking Lot.** Dewberry is working to identify immediate and long-term options for parking configurations/areas to address the limited parking availability at the administration facility. Although immediate expansion is needed, Dewberry's options aim to maximize the impact of any short-term solution and avoid demolition of the temporary solution.
- Workforce Expansion Plan.** The evaluation of workforce expansion will assess the past 10 years of historical growth and will gather input from ACSA staff to project future growth and determine short term and long term facility requirements to support the growing workforce. An evaluation of the efficiency of the current office space and consideration of reconfiguring the current space will be part of the short-term assessment.
- Facility Expansion.** Following the completion of the workforce expansion plan, Dewberry will evaluate options to expand the ACSA facilities to meet the growth in workforce, parking requirements, customer needs, and equipment storage. The plan will assess physical site constraints, utility locations, vehicular and pedestrian needs, stormwater management facilities, and potential expansion to adjacent or other properties.



Waterline Improvements



Waterline Improvements



Creighton Elevated Tank



Elmont Water Storage Tank and Booster Station

Hanover On-Call Contract for Water/ Wastewater Engineering

Hanover, Virginia

Dewberry provides complete engineering services for numerous water and sewer related projects under an annual contract for the Hanover County Department of Public Utilities (DPU). Task orders include:

Facilities Master Plan Update.

Dewberry worked with the DPU to update the department's facilities master plan to project capital improvement requirements through the Year 2042.

Creighton Road Water Tank and Water Line Improvements.

Dewberry developed a preliminary engineering study and full design and construction services for a 1.0 MG elevated water storage tank and 1,000 LF of water line to connect the tank to the County's existing water system.

Grassy Swamp Wastewater Pump Station.

Dewberry provided design and construction administration for a new wastewater pump station. The pump station is initially designed for 2 MGD, but is expandable to 5.75 MGD to accommodate future growth. Dewberry is also designing the sewer interceptor to the pump station and force main from the pump station.

Waterline Rehabilitation and Infill Projects in Hanover County and the Town of Ashland.

Dewberry has performed over 10 waterline design projects in the Town of Ashland. Projects include work along heavily traveled roadways and coordination with local businesses to minimize interruptions to service.

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Elmont Water Storage Tank and Booster Pump Station. Dewberry is providing evaluation, design, and construction administration services for the development of the new Elmont Pressure Zone which would be located in the southwestern portion of Hanover County's suburban service area. The project includes a 1.0 million gallon water storage tank and a booster station with a firm pumping capacity of 4.3 MGD.

“ I appreciate your interest in us as a strategic client and, please know that your visits mean much. Rest assured that your personal customer service to Hanover is more often than not what tips the scale when a call might be a toss-up between consultants for an assignment. We place a high value on having Dewberry as a “go to” consultant. ”

Mr. Gary Craft | Deputy Director | Hanover County

The Preliminary Engineering Report (PER) phase included extensive water modeling to determine the future needs of the new pressure zone starting at the initial planning period of 2017 through the end of the planning period in 2042. This modeling assisted in estimating the requirements for future transmission mains, booster station, and elevated tank within the new pressure zone to allow for sizing of the proposed water tank and booster station.

For the water storage tank and booster station design, the scope of services included developing and evaluating several different options including types of pumps, tank, building, site layout, and appurtenances. Based on operational and maintenance considerations, capital costs, and a net present worth analysis, it was determined that the best alternative for this project would include a ground storage tank with four booster pumps with room for two additional future pumps. The proposed station also includes a building to house the booster pumps with a bridge crane, emergency generator, instrumentation and controls including telemetry, and a large fence-in site to

allow for storage and maintenance activities.

Hydraulic Profile and Effluent Pipe Design at Ashland Wastewater Treatment Plant (WWTP). Developed a hydraulic profile and preparing construction documents for upgrades to the existing effluent pipe from the clarifiers to the UV chamber. The effluent pipe was designed as a parallel pipe arrangement to handle flows during both low and high flow.

Atlee Manor and Sharon Park Sewer Service District Sewerage Study and Design. Dewberry developed a report to evaluate the feasibility of providing sewerage facilities to two neighborhoods within Hanover County. Provided comprehensive design and construction services for the sewer line, pump station and force main for neighborhood connection to the public system.

Biological Nutrient Removal (BNR) Evaluation Reports - Ashland and Doswell WWTPs. Dewberry developed comprehensive evaluation reports to identify improvements to retrofit existing WWTPs to enable BNR treatment

under current and future flow conditions. Report identified life-cycle costs associated with multiple improvement options.

Cedar Lane-Winns Church Road-Route 33 Waterline and Force Main. Dewberry provided full engineering, survey, design, and construction services for a new 36" diameter trunk sewer line, a submersible pump station with an initial capacity of 2 MGD expandable to 5.75 MGD, 4 miles of 16" diameter force main, and 5 miles of 16" diameter water line.

UV Disinfection System Replacements – Ashland and Doswell WWTPs. Dewberry provided evaluation and design for UV disinfection system replacement at both wastewater treatment plants. This included an evaluation of different UV systems and the preparation of construction documents and construction administration services for the construction of the UV system replacements. A detailed sequence of construction was developed for each project to ensure that the plant was able to remain in service and provide adequate disinfection during the construction phase.



Cedar Lane Waterline



Grassy Swamp Wastewater Pump Station



School Earthquake Assistance



Zion Crossroads Sewer Improvements

Louisa County Engineering Term Contract

Louisa County, VA

Dewberry is working with Louisa County on a variety of projects a variety of engineering improvements. These improvements involve system expansion to address new development projects. Projects include:

Zion Crossroads Central Sewer Collection System. Dewberry prepared a preliminary engineering report and provided engineering services for the design and construction administration for the expansion of the existing wastewater treatment plant (WWTP) from 0.10 MGD to a Limit of Technology (LOT) Enhanced Nutrient Removal (ENR) 0.70 MGD WWTP. It was designed to meet Total Nitrogen (TN) and Total Phosphorus (TP) limits of 3.0 mg/L and 0.3 mg/L, respectively.

The project included an upgrade of the influent lift station, conversion of the existing SBR reactor to aerobic digesters and the addition of a new grit chamber, equalization basin/pump station, a 5-Stage Bardenpho biological

reactor, secondary clarifiers, tertiary filters, chemical feed facility, UV disinfection basin, post aeration basin, effluent pump station, and biosolids dewatering facility.

The design included a phased construction plan to allow the construction of the new equalization basin for use with the existing treatment plant during construction. This was critical because the existing plant was operating over the design capacity. The accelerated construction of the equalization basin allowed for more uniform influent loadings and allowed the existing plant to meet its permit limits until the new biological reactor was placed into operation.

The project was also designed to meet level one reclaimed water standards to allow the adjacent golf course to use the effluent for irrigation. A reuse pump station and associated controls were designed to pump effluent to a new irrigation storage impoundment for use by the golf course.

CONTACT

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Zion Crossroads Water System Improvements. Comprehensive water system improvements in the Zion Crossroads Area. This project consists of four phases including the design of 30,000 LF of 4-inch, 6-inch, 12-inch, and 24-inch waterline; six wells; one 500,000 gallon elevated storage tank; and two directional bores.

Louisa Middle School Fabric/Metal Gymnasium. Dewberry provided engineering services for the construction of a temporary gymnasium, to be located at the Louisa County Middle School. The gym was designed to evolve continuously over its life from a fabric building to an eventual metal building. Dewberry

provided survey, water and sanitary sewer design, and site/civil services through a feasibility study to locate the best location for the gym on the Middle School's campus. Construction bid services were also provided throughout the life of this projects as it transitioned from a fabric to a metal gym.

Government Center Parking Lot Improvements. Dewberry provided site/civil engineering services to expand the parking lot at the Louisa County Government Center. Project activities included surveying, site/civil engineering, grading, utility relocation, and stormwater management. Completed design services on a fast-track schedule to allow for construction within six months.

High School Parking Lot and Tennis Court Design. Dewberry provided engineering services for engineering design for the construction of the new access drive, new parking lot, and six new tennis courts with associated lighting, drainage, stormwater management, and outfall analysis to support. Dewberry's scope of services included site survey, site planning, drainage design, erosion and

sediment control plans, stormwater management, permitting, and construction administration.

Middle School Track

Rehabilitation. Dewberry provided engineering services for the rehabilitation the Louisa County Middle School Stadium Running Track. The rehabilitation consisted of the removal of the top rubber-type surface, milling part of or replace all of the underlying pavement, replacement of the adjacent trench drain, and the installation a new under-drain system. Design and full construction of the project was completed of the summer for the track to be ready for the school year beginning that fall. Scope of services included site survey, site planning, permitting, bidding assistance, and construction administration.

Louisa County Public Schools Earthquake Assessment. A 5.8 magnitude earthquake hit Louisa County causing significant damage and resulting in the closure of the High School and Thomas Jefferson Elementary School. Louisa County had a tight deadline to submit damage assessment information in an effort

to receive federal disaster recovery assistance from FEMA and requested that Dewberry step in to help.

Dewberry mobilized a full service team of professionals from four offices to perform field investigations and develop a comprehensive earthquake damage building assessment report. Supporting Dewberry's team on the ground were professionals from our emergency management and disaster mitigation practice who were integral in working hand-in-hand with the Virginia Department of Emergency Management during the report development. Thanks in large part to Dewberry's efforts, Louisa County was able to obtain a major disaster declaration from FEMA and received significant federal funding that went towards the repair or reconstruction of these schools.

Louisa IDA Library Tract

Industrial Park. Dewberry assisted Louisa County in support of an economic development initiative near the Louisa Air Park for the development of an industrial park on a 48 acre site owned by the County. Dewberry provided master planning services, water and sewer service design, access road design, preliminary grading for site preparation, and development of marketing materials for prospective tenants.

Downtown Improvements Phase II. Dewberry provided engineering and landscape architectural services and construction administration services for the TEA-21 funded Downtown Improvements for the Town. Improvements included traffic calming measures, cross-walk enhancements, sidewalk widening and replace, tree planters, and lighting design. The project area is 1,600 LF in length and



Downtown Improvements

includes both sides of Main Street. Key issues for this project included:

- Design within not to exceed budget limitations
- Coordination and buy-in within local property owners and businesses
- Utility relocation coordination
- Aesthetics of Streetscape as it relates to building facades
- Right-of-way impacts and easement acquisition
- Impact to adjacent businesses during construction

Dewberry took a proactive approach in working with the Town by including multiple stakeholder meetings and presentation into our scope of services. The project is a strong example of our

on-going experience with sidewalk and drainage improvement project.

Route 22 Water System Improvements. This project consists of design and construction of over 3,800 LF of 12-inch and 8-inch waterline, meter vaults, and appurtenances. The project includes involvement and permitting by VDH, VDEQ, and VDOT. Dewberry is working with Louisa County on a variety of projects involving water and wastewater system improvements. These improvements involve system expansion to address new development projects. Project elements include water line extensions, sanitary sewer extensions, wastewater treatment facilities, water storage tanks, and pump stations.

Louisa County Long Range Regional Water Supply Plan.

Dewberry assisted Louisa County Water Authority, the Towns of Louisa and Mineral, and Louisa County with completion of a Regional Water Supply Plan through 2050. The plan analyzed multiple data sources to catalog existing water sources, existing water uses, and existing resources; establish population and water demand projections; create steps for water management; determine a statement of need; and provide alternatives to meet needs. Additional project activities included obtaining VDEQ approval, and the coordination, attendance, and presentation of the plan at public

“ Dewberry has been Louisa County’s primary engineering firm [because] they understand utility related work, they are flexible and open minded to owner suggestions, they are very responsive and they provide good, sound engineering advice and reasoning on projects. ”

Ms. Pam Baughman | General Manager | Louisa County Water Authority



Water System Improvements



Davenport Field Renovation

University of Virginia Term Contract

Charlottesville, VA

For more than 17 years Dewberry has provided multi-disciplined services to UVA under a Full Engineering Term Contract. Projects involved coordination activities to address work near historic structures. A selection of projects completed include:

Davenport Field Renovation.

Dewberry provided site/civil design services to renovate the 3-acre Davenport Baseball Field. Dewberry designed both surface and subsurface drainage improvements. Surface drainage was positioned around the infield tarp to intercept runoff from the tarp during longer duration storms. Subsurface drainage was installed every 20' across the field, draining to a header pipe along the outfield warning track which was connected to the storm sewer. The presence of the underdrains allow for the field to return to a playable condition as soon as possible after a rain event.

Carr's Hill Field Synthetic

Turf Improvements. Dewberry provided design and construction administration services for the installation of a new synthetic turf field at Carr's Hill. The design included new pedestrian walkways around the field connecting to existing sidewalks and trails, grading, erosion and sediment control, utility improvements, storm water management improvements, and coordination with the client to meet a donor limiting budget.

CONTACT

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Sand Volleyball Courts. Dewberry completed design and construction administration for the installation of two new sand volleyball courts. The project was on an expedited schedule to ensure utilization for the upcoming semester and required detailed



Carr's Hill Field Synthetic Turf



The Rotunda



O'Neil Hall Renovation

coordination with the equipment and materials provider during design and construction.

“The Park” Field Improvements.

Dewberry completed design and construction administration services for multiple improvements at the recreational facilities called “The Park”. These improvements include the installation of three synthetic turf fields and modifications to the softball field dugouts. The design included storm water analysis, design of storm water management facilities, utility relocations, erosion and sediment control, and delineation of adjacent environmental conditions.

Arlington Boulevard

Improvements. Dewberry provided transportation and site/civil design services for improvements to Arlington Boulevard. The improvements allowed a bike lane and sidewalk to be added to the existing road to enhance safety for all traffic. Drainage improvements allowed storm water to be dissipated through “slots” in the sidewalk to mimic the pre-construction drainage pattern. A rain garden was also constructed to meet additional storm water management needs.

Rotunda Renovation. Dewberry provided complete site/civil design services for the Rotunda Renovation. Services included new storm drainage,

water service, sanitary sewer services, and stormwater design to decrease/slow the runoff originating from the site. Stormwater runoff for the Rotunda Renovation project was fully managed onsite through an innovative and historically sensitive use of permeable pavers. Previously, the University did not allow permeable pavers in the historic Academical Village due to their modern appearance and the nubs on the side of the brick that create the infiltration gap between adjacent bricks; however, our team utilized the University’s preferred brick for historic areas and added subsurface plastic spacers to create the infiltration gap without losing the historic look of the area. The gaps were filled with a washed gravel that matched the gravel paths of the historic gardens throughout the Academical Village. Below the brick, there was a sizable reservoir made from a clean stone that utilizes the gaps between stones for water storage needed for stormwater events. This approach allowed for the north plaza to be tripled in size and created a large gathering space.

O’Neil Hall Renovation. The project included the historical renovation and conversion of an existing 25,000 SF Faculty Apartment Building into office space for seven University Vice Presidents. Dewberry provide site/civil engineering services for design of storm sewer, sanitary sewer, domestic and fire protection waterlines, chilled waterlines, grading, and parking lot design. On-site stormwater management consisted of two parts: an underground pipe with control weir for quantity control and a cascading rain garden for water quality. Due to the topography, water

quality was achieved with four rain gardens that “stepped” down the hillside. Between each rain garden was a small retaining wall with a bluestone weir that allowed water to cascade from one level to the next.

O’Hill Lawn Water Reuse. The University of Virginia wanted to create an active recreation space for the new residence halls in the Alderman Housing Precinct. The University’s goal was to provide a relatively flat area in excess of one acre equipped with irrigation, underdrains, and a new soil media to support a Bermuda type turf which would stand up well to heavy foot traffic, occasional vehicular traffic, and the hot summer weather. The University desired that the irrigation system be fed from both storm water and potable water. Dewberry provided engineering and construction phase services for the project. Dewberry, under a previous contract, had designed the underground stormwater management facility (SWMF) which had a permanent pool of water to be used for irrigation purposes. This underground SWMF, coupled with a new underground cistern, provided a storage capacity of 25,000 gallons of water. In addition, Dewberry designed an underground pump station and underground meter vault to minimize the visual impact to the otherwise open site. The meter vault also houses control valves and level sensors to determine if the irrigation system should be supplied via stormwater or potable water.

Academical Village Lawn Restoration. Design of a new underdrain system for the UVA Lawn located in the heart of the University’s Historic Academical Village and serving as the front lawn



Lambeth Pedestrian Bridge

of the Rotunda. Services included the design of the new underdrain system, stormwater sewer design, erosion control design, and stormwater quantity.

Lambeth Pedestrian Bridge Replacement. Dewberry provided site/civil and structural engineering services to assist the University with the replacement of a pedestrian bridge over Meadow Creek. Improvements were made to the surrounding area and care was taken to ensure the project could be constructed without adverse impacts to the stream. A stream restoration project was also conducted to stabilize the waterway.

Pavilion IX. Dewberry assisted with the central utility upgrades and building upgrade project for Pavilion IX. The project consisted of the installation of low temperature hot water service and return lines, domestic hot water service and return lines, domestic cold water, and chilled water service and return lines. Each line was approximately 140-LF.

UVA Recycle Center. A new Recycling Center was designed to accommodate growing program needs. Dewberry provided civil, structural,

architectural, mechanical, plumbing, and electrical services for the new facility. A new building provided a more efficient layout and workflow for the processing of collected materials. In addition, a large staggered set of retaining walls was constructed that would allow material to be placed into dumpsters from above.

Darden Library Renovation. Engineering services for the renovation of approximately 7,000 SF of the Darden School Library. Dewberry provided mechanical, electrical, and fire protection design services. The project consisted of the reconstruction of ceilings including grid, tile, diffusers, lighting, sprinkler heads, ductwork, furniture, and general finishes.

UVA Facilities Management Yard. In an effort to make the Facilities Maintenance Yard more efficient, Dewberry was contracted for civil, structural, electrical, and architectural improvements. The existing recycle center and one of the office trailers were being removed from the site and provided an opportunity for redevelopment. The parking for the yard was completely reconfigured

to provide an additional 40 parking spaces including designated parking for some of the larger equipment. Numerous stormwater improvements were incorporated including a bioretention basin, permeable pavers, permeable concrete, and an infiltration swale.

Alderman Road Pump Station Generator. Dewberry provided electrical, structural, and civil engineering services for the design of a new electrical service and 500kW generator to support the Alderman Road domestic water pump station. The existing pump station consists

of 2 150hp and 2 75hp pumps. The design included new service feeder, new service entrance enclosed circuit breaker, and 1200A by-pass isolation transfer switch. Due to significant grade changes across the site, extensive retaining walls were required to locate the generator. The pump station was located in a high-end residential area which required noise mitigation measures and custom painting of the generator.

Scott Stadium Sewer Containment System Rehabilitation. Investigation of the existing wastewater containment system to evaluate

improvements to address the failing liner inside the containment system.

Scott Stadium Stairs. Dewberry was tasked with providing a safe means of travel between the southeast gate of the football stadium and an adjacent parking lot. Previously, fans climbed the steep slope preventing vegetation from growing and causing erosion. A new, wide set of concrete stairs were provided with brick cheek walls. Drainage improvements were made to reduce future erosion problems on the hillside.

“ I have had the pleasure of working with Dewberry on numerous projects at the University of Virginia, from site improvement projects to utilities projects to capital building projects, over a number of years. Dewberry comes up with good and creative solutions to some very tough challenges. My experience is that Dewberry listens to the challenges and priorities and works with us to find the right solutions, despite the size or complexity of the project. I have no hesitation recommending them. ”

Ms. Helen Wilson | Landscape Architect | University of Virginia



Darden Library



Arlington Boulevard Improvements

DEWBERRY'S DEPTH OF PROJECT EXPERIENCE

In addition to our term contract experience, our team brings a breadth of experience on project types anticipated under this term contract. Our expertise makes our team the ideal team for Fluvanna County by providing you a one stop shop

to meet any need that may arise under this contract. We have provided some project highlights below that demonstrate this breadth of experience and expertise.

Architecture

- Government Office Study/Design, Campbell County, VA
- Dan River Research Building, Danville, VA
- Social Services & Health Department Building, Pittsylvania, VA
- Government Facilities Needs Assessment, Amelia, VA
- Fire Stations 10 & 13, Richmond, VA
- Virginia State Police Driver Training Facility, Blackstone, VA



Dan River Research Building



Fire Stations 10 & 13



Campbell County Government Office

Economic Development

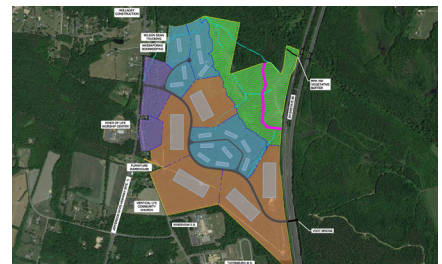
- Berry Hill Commerce Centre, Southside, VA and North Central, NC
- Ringgold East Industrial Park, Pittsylvania, VA
- Gilman Tract West, Spotsylvania, VA
- Cane Creek Centre, Pittsylvania County, VA
- Cyber Park, Danville, VA
- Intertape Polymer Corporation, Pittsylvania County, VA



Berry Hill Commerce Centre



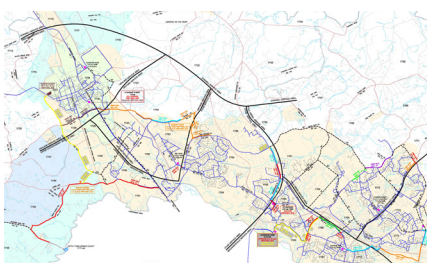
Ringgold East Industrial Park



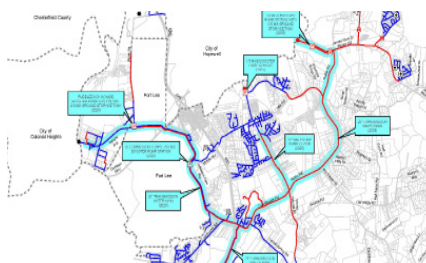
Gilman Tract West

Master Planning

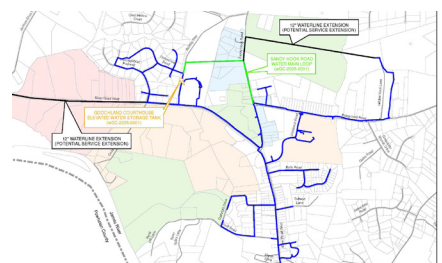
- Goochland Utility Master Plan, VA
- Caroline County Water Master Plan, VA
- Hanover Water and Wastewater Facilities Master Plan, VA
- Prince George Water/Wastewater Master Plan, VA
- Powhatan Water/Wastewater Master Plan, VA
- UVA Energy and Utilities Master Plan, Charlottesville, VA



Hanover Master Plan



Prince George Master Plan



Goochland Master Plan

K-12 Schools

- Cluster Springs and South Boston Elementary School, Halifax, VA
- Louisa County High School Parking Lot and Tennis Court, Louisa, VA
- Halifax Middle School, Halifax, VA
- Louisa County High School Modular Classrooms, Louisa, VA
- Monticello High School Turf Field Design, Albemarle County, VA
- Appomattox Primary School, Appomattox, VA



Monticello High School



Cluster Springs and South Boston Elementary School



Louisa County High School

Roadway

- West Piedmont Planning District Commission Annual Contract, Various Locations, VA
- Greenville County Sidewalk Improvements, VA
- Paving of Route 501, Buena Vista, VA
- Route 10 Eastbound Widening, Chesterfield County, VA
- Route 659 Relocation, Gum Spring Road, Loudoun County, VA
- Route 15 Roadway Improvements, Prince William County, VA



Route 10



Route 501



Route 659

Solid Waste

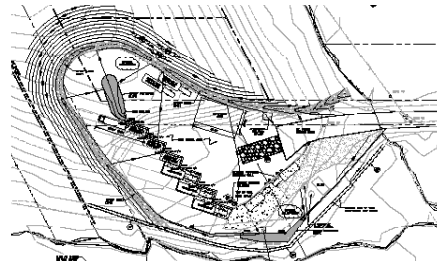
- City of Danville Landfill Engineering Services, VA
- Solid Waste/Recycling Centers, Brunswick County, VA
- Greenville County Landfill Engineering Services, VA
- Pittsylvania County Landfill Expansion, VA
- Solid Waste Collection Centers, Bedford County, VA
- Halifax County Landfill Groundwater and Gas Monitoring, VA



Pittsylvania County Landfill



Halifax County Landfill



Bedford Solid Waste Collection Centers

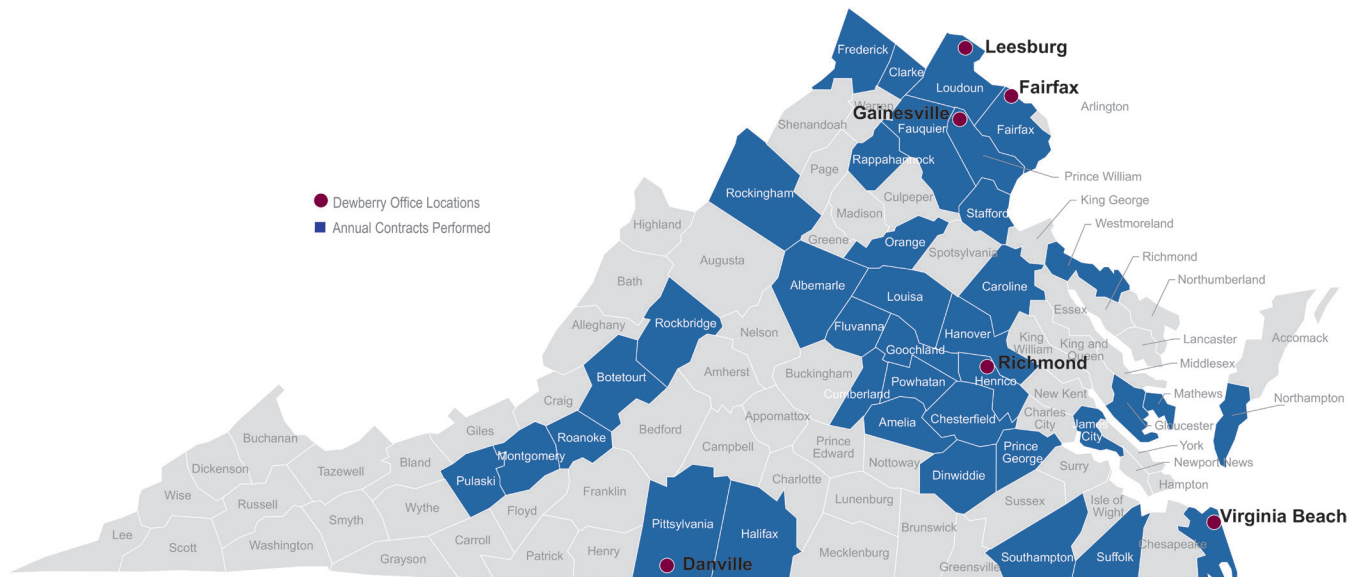
ANNUAL CONTRACTS IN THE PAST TWO YEARS

Dewberry has performed all of the services anticipated by the County under this contract for many of our clients in Virginia. By matching our skills with your needs, we have earned respect among municipalities throughout the region as full-service, responsive, and technically superior term contract engineers, architects, and consultants. We have managed many annual service contracts that require engineers, licensed operators, surveyors, inspectors, and other specialists to meet clients’ anticipated – and unanticipated – needs. The figure below pinpoints our annual service contract experience throughout Virginia. In the appendix of this proposal, we have provided a summary of experience with public entities within Virginia over the

last two years as requested in the RFP. As a Virginia based firm, we have a wide breadth of experience providing engineering and architecture services and our table in the appendices demonstrates this depth with over 90 clients and over 900 projects in the last two years. We can provide more details of this experience upon request.

We have also provided a table with the list of term contracts we have entered into within the last two years outlining our public clients, types of services, and contact information. This provides detail demonstrating that Dewberry’s experience meets your needs under this contract.

Dewberry’s On-Call Experience In Virginia



Dewberry understands how to deliver quality, responsive service that is required for our clients to be successful. We have been performing under term contracts throughout Virginia for over 20 years, and we are ready to provide this same level of service to Fluvanna County!

Term Contracts Entered into over the Last Two Years in Virginia

Contract	Contract Type	Owner/POC
Loudoun Water Professional Engineering Services Community Systems Basic Ordering Agreement	Water/Wastewater Term Contract	Loudoun Water Mike Latham Executive Director of Engineering and Planning 571.291.7994
Loudoun County Oncall Site/Civil Design Services	Civil Engineering Term Contract	Loudoun County Greg Barnes, PE, LS Civil Engineer 571.258.3447
Fairfax County Sanitary Sewer Condition Assessment, Basic Ordering Agreement	Water/Wastewater Term Contract	Fairfax County Matthew Doyle Senior Project Engineer 571.230.8269
Loudoun County Oncall Roadway/Transportation Design Services	Transportation Engineering Term Contract	Loudoun County Greg Barnes, PE, LS Civil Engineer 571.258.3447
Caroline County Professional Engineering Services	Water/Wastewater Term Contract	Caroline County Joseph Schiebel Director 804.633.4390
Chesterfield County Engineering Services for Transportation Projects	Transportation Term Contract	Chesterfield County Brent Epps Project Manager 804.748.1037
Hanover County Sanitary Sewer System Evaluation and Rehabilitation	SSES Term Contract	Hanover County Justin Weiler Engineering Manager 804.365.6021
Henrico County Mechanical Electrical and Plumbing Design and Engineering Services	MEP Term Contract	Henrico County Klaus Illig Facility Manager Department of General Services 804.501.5152
Prince George County Engineering Services	Civil Engineering Term Contract	Prince George County Jeffrey D. Stoke, CECD, ICMA-CM Deputy County Administrator 804.722.8612
City of Suffolk Architectural and Engineering Services	Full A/E Term Contract	City of Suffolk Stewart Lassiter Utilities Engineering Manager 757.514.7019
Albemarle County Service Authority Professional Engineering Services	Water/Wastewater Term Contract	Albemarle County Service Authority Jeremy Lynn Project Manager 434.977.4511

Term Contracts Entered into over the Last Two Years in Virginia

Contract	Contract Type	Owner/POC
Gloucester County Architectural and Engineering Services	Full A/E Term Contract	Gloucester County Brent Payne Assistant Director of Public Works 804.693.4044
King George County Professional Engineering Services	Full Engineering Term Contract	King George County Service Authority Chris Thomas General Manager 540.775.2746
University of Virginia Full Engineering Term Contract	Full Engineering Term Contract	University of Virginia Cheryl Gomez Director of Energy and Utilities 434.982.5414
Virginia Polytechnic Institute and State University	Full Engineering Term Contract	Virginia Polytechnic Institute and State University David Long Mechanical Utility Superintendent 540.231.0268
Halifax County Service Authority Term Contract	Water and Sewer Term Contract	Halifax County Service Authority Mark Estes Executive Director 434.575.4240
City of Danville Wetlands On-Call Contract	Wetlands Term Contract	City of Danville Brian Dunevant Assistant Director of Public Works/City Engineer 434.799.5019
Salem VA Landfill Groundwater Monitoring	Groundwater Monitoring Term Contract	Salem VA Clayton Helms Chief Facility Management Service 540.982.2463 ext. 1061
Salem VA Landfill Gas Monitoring	Gas Monitoring Term Contract	Salem VA Clayton Helms Chief Facility Management Service 540.982.2463 ext. 1061
Henrico County Water/Wastewater Term Contract	Water and Sewer Term Contract	Henrico County Chip England Director of the Department of Public Utilities 804.501.4517
King William County Term Contract	Full Service Term Contract	King William County Brian L. Purvis Director of Public Works 804.769.4962
Chesterfield County Engineering Term Contract	MEP and Site/Civil Term Contract	Chesterfield County Parks and Recreation Stuart Connock Chief of Parks 804.751.4484

Effective Cost Control



www.dewberry.com

Effective Cost Control

METHODOLOGY AND APPROACH

The key to Dewberry's approach to achieve cost-effective solutions and meet project schedules is our ability to clearly define, at the outset of the project, the client's goals and objectives, project requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that allocates project resources, tracks costs, and manages the critical path of the schedule. We also develop a detailed project plan at the outset of every project to ensure that all team members are aware of the project scope, budget, schedule, and requirements.

For each project with Fluvanna County, our team **will apply diligent cost control strategies and procedures within our management plan.** The management plan will establish up front budget and cost constraints of each individual project task. A cost loaded project schedule will be prepared and will include resource requirements for each task including labor hours by staff category, labor costs, and other direct costs.

Cost control is a major emphasis of our project management system. Dewberry recognizes that the County does not have unlimited resources to execute projects. We understand the constraints of capital budgets and operating costs, and we practice design-to-budget on every job. Our

overall project management approach is participatory but directed toward consensus and action. To ensure adherence to your objectives, all phases of each project are executed through a highly interactive process of team meetings to discuss evaluation, design, schedule, budget issues, detailed task plans, and coordination among disciplines with very detailed documentation of decisions made. During the project, we will consistently update you on our progress in terms of cost control and schedule compliance and will work to meet your budget expectations and critical schedule submittal dates.

We will consistently update you on the progress of our task orders in terms of cost control and schedule compliance and will work diligently to meet your tight budgets and critical schedule submittal dates. Like you, we want to maximize every dollar spent towards project designs. This system of tracking and reporting works.

Equally important as cost control of the design effort is furnishing accurate construction cost estimates, so capital budgets are met. Dewberry prepares construction cost estimates by soliciting current pricing information from material vendors and monitoring the local contracting climate. This enables us to furnish clients with accurate estimates so there are no surprises on bid day.

The successful implementation of these cost estimating strategies is demonstrated by following recently bid projects which illustrate the accuracy of our cost estimating process.

Loudoun County Force Main	
Dewberry Engineer's Estimate	\$792,150
Contractor Bid #1	\$684,000
Contractor Bid #2	\$711,482
Contractor Bid #3	\$747,000
Contractor Bid #4	\$794,000
Contractor Bid #5	\$955,600
Town of Louisa Downtown Improvements	
Dewberry Engineer's Estimate	\$1,418,659
Contractor Bid #1	\$1,380,509
Contractor Bid #2	\$1,418,909
Contractor Bid #3	\$1,815,454

Sheltering Arms Institute Site Work	
Dewberry Engineer's Estimate	\$2,602,000
Contractor Bid #1	\$2,344,000
Contractor Bid #2	\$2,368,000
Contractor Bid #3	\$2,447,000
Contractor Bid #4	\$2,568,000
Contractor Bid #5	\$3,630,000
Elmont Water Storage Tank and Pump Station, Hanover, VA	
Dewberry Engineer's Estimate	\$5,840,000
Contractor Bid #1	\$3,599,990
Contractor Bid #2	\$3,892,000
Contractor Bid #3	\$4,323,000
Contractor Bid #4	\$4,397,000
Contractor Bid #5	\$6,552,000

APPROACH FOR REDUCING PROJECT COSTS

Based on our experience, the best way to reduce project costs is to minimize change orders during construction. Our team members are experts at minimizing change orders through our focus on making sure that every last item is detailed and designs are accurate. This is accomplished through peer review at various stages in the design and constructability reviews towards the end of a design with a contractor. Our emphasis on paying attention to details has allowed us to maintain an excellent track record of keeping change orders to a minimum.

It is also important to understand the limitations of the project budget and to develop designs that fit within the budget. We accomplish this by maintaining close communication throughout the project with our clients and communicate when a client request is expected to increase construction cost. We also update project budget estimates at each phase in the design to ensure that the project stays within budget.

Cost Control Strategy Focused On:

- Attention to detail during design
- Accurately detail every project component
- Understanding of site conditions and constructability issues
- Good understanding of project component costs
- Up-to-date construction bid data
- Frequent updates of cost estimates during design phase

DOCUMENTATION, TRACKING AND REPORTING SYSTEM

To successfully manage each task and maintain our high rate of repeat clients, we develop a “Project Execution Plan” (PEP) to ensure quality, schedule, and cost metrics are met. Our goal is to achieve a high quality, on schedule, and within budget job.

Project Execution Plan (PEP)

The PEP serves two primary purposes:

- It facilitates and records the critical early decisions a task manager should make to effectively initiate and manage the project
- It communicates the requirements of the project to the project team

Critical to the PEP are strong lines of consistent communication with the client, project team members, and subcontractors. We strongly believe quality, schedules, and cost controls are top priorities for every project.

We will also prepare a Monthly Status report to discuss with you every month to ensure that we are providing timely, quality service on all project tasks. An example of a monthly status report is provided below.

Harrison County Department of Public Utilities Harrison County, Virginia		Dewberry		Monthly Status Report July 2017		No Unaudited Operating Expenses are Included		No Unaudited Other Projects	
Project Name	Total Budget	Actual Expended	Actual % Expended	Start Date	% Complete (as of 7/31/17)	Subcontractor	Project Information	Current Activity	and Action Items
Allen Moore Sewerage Station HCCPU POC: B. Scott HCCPU Manager: M. Cass Dewberry Manager: S. Schuff	\$205,425.00	\$194,880.80	\$192,163.14	1/10/2008	100%	Con: Fiske & Chevrolet, Inc. Eng: Cost. Ann. \$1,110,160.00 Inv: M. Cass, Inc. CITY to Date via HCCPU 7/23/17 Sub: Cost. \$251.00 Proc: Cost. \$250.00 Order No. 12017-01-011613 VMP Evaluation Date: 6/30/16	The pre-construction meeting was held on 7/13 at the State Center. Meeting minutes from the pre-construction meeting were distributed on 7/18. Purchase Order No. 10881 was issued for the contractor on 7/13. Notice to proceed is 7/20/17. Construction schedule completed 4/30/16, and construction completed 5/31/16. On 7/18, Dewberry received Change Order No. 10881 from the City for \$251.00 to provide full time construction inspection services for the project. Dewberry received a contract from Chevrolet on 7/13, and returned required information on 7/18. Letter accepting the contractor's proposal for the design and schedule for the project was sent by CPU on 7/17. Contractor is expected to begin mobilizing on site on 7/20.		
DWV RT Laboratory Upgrade Design HCCPU POC: 10881 HCCPU Manager: D. Van Cester Dewberry Manager: S. Schuff	\$27,288.00	\$7,001.00	\$7,003.00	3/15/2007	30%			Dewberry submitted GFI plans on 7/27. Meeting to review architect plans associated with the DWV RT replacement for the State Center is being scheduled for August.	
Water House West Facilities Design HCCPU POC: 10881 HCCPU Manager: D. Van Cester Dewberry Manager: S. Schuff	\$98,811.00	\$10,222.00	\$10,222.00	3/15/2007	10%			Contractor is working the plan set to address comments received from CPU and Facilities Management. We will submit final plans and specifications for review by Facilities Management with scope to CPU by 8/10.	
Rehoboth Street Waterline Upgrade HCCPU POC: 10881 HCCPU Manager: M. Hannon Dewberry Manager: S. Schuff	\$15,947.00	\$4,777.64	\$2,100.00	4/13/2007	61%			Dewberry submitted GFI, earth plans and specifications to CPU for review on 7/12. Meeting to review final submission was held on 7/27 at 9:30. Dewberry was in contact with Mike Hannon on 7/12 regarding the current state of research needed to complete the permit process with the permit for installation during 7/27 meeting.	
North Drive Sewerline Upgrade HCCPU POC: 10881 HCCPU Manager: M. Hannon Dewberry Manager: S. Schuff	\$10,858.00	\$5,281.65	\$1,242.84	4/13/2007	64%			Dewberry submitted GFI, earth plans and specifications to CPU for review on 7/12. Meeting to review final submission was held on 7/27 at 9:30. Dewberry was in contact with Mike Hannon on 7/12 regarding the current state of research needed to complete the permit process with the permit for installation during 7/27 meeting.	
Harrison Village to Reedy Creek Drive Waterline Upgrade HCCPU POC: 10881 HCCPU Manager: M. Hannon Dewberry Manager: S. Schuff	\$12,887.00	\$6,071.00	\$1,588.80	4/13/2007	32%			On 7/13, Dewberry received information from CPU regarding the location of the existing waterline and received existing assessment of impacts with CPU. Dewberry is completing final geotechnical survey in the area to capture the entire proposed corridor during the week of 7/20. Dewberry will submit final plans and specifications for the waterline by 8/10.	
Daylark Creek Pump Station Civil Estimate Evaluation HCCPU POC: 10881 HCCPU Manager: S. Schuff Dewberry Manager: S. Schuff	\$2,518.00	\$2,616.00	\$2,614.00	4/30/2017	100%			All project activities are complete, and this project will be announced from the next month.	

A Monthly Status Report

QUALITY COMMITMENT

We promote project expediency and minimize issues through a thorough Quality Assurance/Quality Control (QA/QC) process. As a standard practice, Quality Management Plans will be developed for every project. These plans feature the “Plan-Do-Check-Act” Cycle to manage quality (illustrated below).

We integrate Quality Assurance into the development of the project through the study, design, and production process rather than applied as a separate system. As an integral program, the intent is to avoid poor decisions or errors rather than find and correct mistakes and problems.

QA/QC Process Benefits

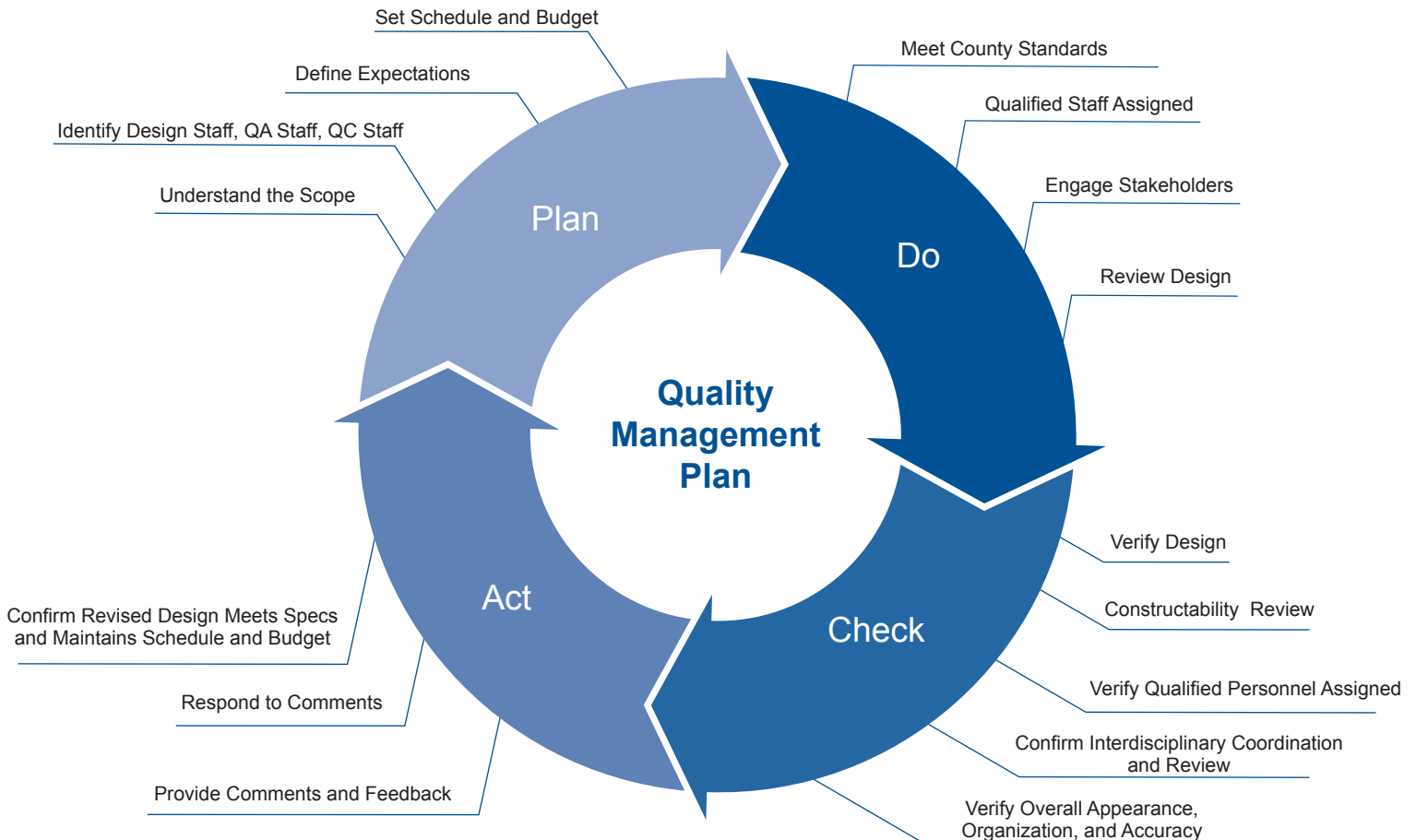
- Faster/Cost-Effective Solutions
- Proven Ability to Stay on Schedule
- Constant Communication with the County to remain on budget

“ I commend you and your staff for the excellent quality of the plans and specifications. ”

Mr. Randy Morrisette | District Engineer
Office of Drinking Water – VDH

Our internal QA/QC Program begins immediately after Notice-to-Proceed and consists of the following elements:

- Multi-discipline technical input and design coordination through structured project team meetings including all assigned subconsultant personnel
- Structured review at completion of 35% design, 65% and 100% stages for adherence to design criteria, suitability of material and system selection
- Building time into the schedule specifically allocated to QA/QC reviews at each project milestone, appropriate to the level of QA/QC being performed
- Coordination of engineering design and construction phasing, and evaluation of cost estimates and budget
- Periodic peer review during design development for suitability, accuracy, and completeness
- A final review by senior quality control staff for technical accuracy, and interdisciplinary coordination



References



www.dewberry.com

References

We invite you to contact our references (listed below), who can attest to the quality and level of service that the Dewberry team provides. Regarding our team's past performance, **no one can attest to Dewberry's performance better than our clients.** Our long-term clients provide the proof that we deliver.

Fluvanna County

Mr. Wayne Stephens
 Director Public Works
 wstephens@fluvannacounty.org
 P 434.591.1925 | F 434.591.1924
 Scope of Services: Water/Wastewater Improvements

Hanover County

Mr. Steven Herzog, PE
 Director
 sphertzog@co.hanover.va.us
 P 804.365.6022 | F 804.365.6245
 Scope of Services: Water/Wastewater On Call Contract

Louisa County

Ms. Pam Baughman
 General Manager
 pbaughman@louisa.org
 P 540.967.1122 | F 540.967.3411
 Scope of Services: Full Service Engineering On Call Contract

"A lot of firms say they want to be an extension of your staff, but Dewberry is that consultant."

Steve Herzog
 Director of Utilities
 Hanover County

Henrico County

Mr. Chip England
 Director of the Department of Public Utilities
 eng062@henrico.us
 P 804.501.4517 | F 804.501.4545
 Scope of Services: Water/Wastewater On Call Contract

Goochland County

Mr. Richard Kincheloe
 Assistant Director of Public Utilities
 rkincheloe@goochlandva.us
 P 804-556-5835 | F 804.556.5176
 Scope of Services: Full Service Engineering On Call Contract

University of Virginia

Ms. Cheryl Gomez
 Director of Operations
 clg9y@eservices.virginia.edu
 P 434.982.5414 | F 434.982.5894
 Scope of Services: Full Service Engineering On Call Contract

"Dewberry's ability to provide innovative engineering services were evident and appreciated throughout the design review and approval process for this project."

Mr. Ian Millikan, PE
 VDOT
 Design Project Manager

"Dewberry was responsive to the changing requirements for the Elko Trunk Sewer project during the design and construction... resulting in construction on the project that went very well."

Ms. Marchelle Sossong
 Project Manager
 Henrico County DPU

"UVA and Dewberry... came together as a team and accomplished an unbelievably high quality, fast track project under some very difficult conditions. This was an exceptionally well executed project"

Ms. Cheryl Gomez
 Director of Operations
 University of Virginia

"Kudos to you for the excellent project meeting and presentation held this morning. Thorough project review, complete agenda, and good Q&A. Dewberry sets the bar high."

Mr. Gary Craft, PE
 Deputy Director
 Hanover County DPU

Conclusion

Dewberry is excited about the opportunity to serve as an extension of the County's staff by providing professional engineering services for a wide variety of civil engineering and architecture tasks on an as-needed basis. Our team has the knowledge, capacity, and experience to deliver exceptional service to the County. The following qualities set us apart from our competition making our team the ideal partner for Fluvanna County under this contract.

WHAT SETS DEWBERRY APART?



We Know Fluvanna County

Through serving Fluvanna County on a wide variety of water/wastewater projects in your Zion Crossroads area, which included simultaneous design efforts, we know how to manage this term contract effectively. We are ready to continue developing a long-term relationship with your staff and across all County departments. We will continue to provide quality and client-focused services to Fluvanna County under this contract that you have come to expect from the Dewberry team.



We Are Annual Contract Specialists

Dewberry currently holds 35+ on-call contracts with various municipalities throughout Virginia. The majority of these contracts have been multi-term reselections based on our outstanding performance and partnership with our clients. Our experience with these types of contracts, proven record of performance, and lessons learned offer significant value to Fluvanna County.



In-House Full Service Team

We understand the need to offer a wide range of engineering services under this contract. Our team has experience with all the services required and will be ready to perform on any task assigned. Leveraging this depth of experience, we will be able to deliver quality service to Fluvanna County on every task order.



Responsive Service On Every Task Order

Dewberry's team for Fluvanna County brings diverse expertise so that we can respond rapidly to any task order under this contract. Our team of term contract experts are ready to hit the ground running. We pledge to continue the same nimble and responsive service you have come to expect from Dewberry under this contract, and we are excited to continue our strong working relationship with you.

Appendix



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Danville; City (of) - Stormwater Pipe Replacement
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COR - Fleet Maint Gas Piping
COR Police HQ Chiller Ad
COR Replace Police HQ GenSet
COR RVA City Hall Elec Maint
COR RVA JMCB Window Resealing
COR-City Hall Arc Flash Stdy
COR-City Hall Elec Coord Stdy
COR-DPW Radio Shop Unit Heater
JMCB Boiler/Generator
JMCB -VAV & Controls Replacemt
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PPA- RCH Cooling Towers
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VA Beach Annual Services Contract – Comprehensive Sea Level Rise Planning Study - City Working Group Co
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VA Beach Annual Services Contract – Comprehensive Sea Level Rise Planning Study - Regional non-stationarit
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ALTA SURVEY - DELMONT STREET
BLOOMINGDALE/BROOK RUN SEWER
BLOOMINGDALE/DUMBARTON SEWER
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Lane Engineering, Inc. - Lee County Landfill - 2017 Statistical Calculations
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Crosstrail/Kincaid Boulevards - CA #13
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LC Kincaid Utility Corridor - 50075619 08.2017 sale
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LC Montresor Road - Job 50075622 12.2017 sale
LC Mooreview Pkwy CA
LC Mooreview Pkwy CA 50053129 10.2017 sale
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LC Scott Jenkins Park Well - 50075618 09.2017 sale
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Loudoun County Roadway and Civil Design Services for Northstar Boulevard Between Shreveport and Route 5
Loudoun County Roadway Oncall (RFQ-72) Task 01 - Waxpool/Loudoun County Parkway Intersection, 2017/0
Loudoun County Roadway Oncall (RFQ-72) Task 02 - Loudoun County Parkway and Route 50 Access Study
Loudoun County Roadway Oncall (RFQ-72) Task 03 - Route 7/AVB Construction Assistance for Loudoun Count
Loudoun County Roadway Oncall (RFQ-72) Task 03 - Route 7/AVB Construction Assistance for Loudoun Count
Loudoun County Roadway Oncall (RFQ-72) Task 03 - Route 7/AVB Construction Assistance for Loudoun Count
Loudoun County Roadway Oncall (RFQ-72) Task 04 - Lake Drive Street Acceptance
Loudoun County Route 659 Widening - 2017/03
Loudoun County Route 659 Widening - 2017/06
Loudoun County Waxpool Intersections - Contract Amendment #5
Loudoun Courts Complex - 1/18 Sale
Loudoun Courts Complex - 10/15/16 Sale
Loudoun Courts Complex - 10/15/2017 Sale
Loudoun Courts Complex - 11/2017 Sale
Loudoun Courts Complex - 2/15/17 Sale
Loudoun Courts Complex - 4/15/2017 Sale
Loudoun Courts Complex - 5/15/2017 Sale
Loudoun Courts Complex - 6/15/16 Sale
Loudoun Courts Complex - 6/15/2017 Sale
Loudoun Courts Complex - 8/15/16 Sale
Loudoun Courts Complex - 9/15/16 Sale
Loudoun Courts Complex - 9/15/2017 Sale
Loudoun Courts Complex Exp
Route 7/659 Interchange - 2016/09
Route 7/659 Interchange - 2017/04
Route 7/659 Interchange - 2017/10
Route 7/690 Interchange - Closeout
Route 7/690 Interchange Final Design (Contract Amendment #2)
Route 7/690 Interchange Final Design (Contract Amendment #3)
Route 7/Route 659 Interchange
Rt.772 Transit Connector Brdg., 2018-01
Waxpool LCP Intersection
Waxpool Rd Pacific/Broderick, 2018-01
Western Loudoun Sheriff's Station - A/S (E1 Sales Reconciliation) - 08.15.17
Western Loudoun Sheriff's Station - A/S (E1 Sales Reconciliation) - 08/16 Sale
Loudoun Water
LOUDOUN WATER FACILITY SAFETY AUDIT-2016-COMMUNITY SYSTEMS BOA
LOUDOUN WATER GTS 2018
Loudoun Water RWT Constuction Phase Services - Additional Services to exist. job
Loudoun Water, Record Drawing and GIS Data 2017
PAEONIAN SPRINGS W&W
T.O. 09 - ALDIE WASTEWATER - BUDGET ADJUSTMENT
T.O. #10 - 2017 Safety Audit - Loudoun Water Community Systems BOA
T.O. #8 - Brambleton Sewage Pump Station Design - Loudoun Water BOA
T.O. 04 - RASPBERRY FALLS - LOUDOUN WATER BOA
T.O. 05 - Safety Facility - Loudoun Water BOA

T.O. 06 - Goose Creek Industrial Park WWTP Evaluation - Loudoun Water BOA
T.O. 07- Safety/Security Manual for new and rehabilitated projects - LW BOA
T.O. 09 - Aldie Wastewater Treatment Plant Evaluation - Loudoun Water BOA
T.O. 11 - St. Louis WWTP -
T.O. 15 - Aldie WWTP
TO 12 - Town of Hillsboro, Virginia Wastewater Feasibility Study - Loudoun Water BOA
TO 13-WATERFORD WWPT UPGRADE - LOUDOUN WATER BOA
TO 14 - SUBSURFACE DISCHARGING TECHNOLOGY TREATMENT REVIEW- LW BOA
TO 16 - ST. LOUIS WWTP CA SERV
TO 17 - SAFETY/SECURITY SPECS
TO 18 SAFETY AUDITS 2018
TO 19 - TRWTF Chemical Systems
TO 20-HOWARDSVILLE WWTP
TO 21 - PAEONIAN SPRINGS W&W - Loudoun Water BOA
Louisa County Water Authority
Louisa County Water Authority - Northeast Creek Dam EAP
Louisa County, VA
BUILDING SETTLEMENT
COUNTY LIBRARY ROOF REPAIRS
Louis County - Louisa County Library Roof Repairs
Louisa County - LCWA Fall Protection Improvements Report
Louisa County - Louisa County Arc Flash Evaluation
Louisa County - Louisa Regional WWTP & Zion Crossroads WWTP Local Limits Re-Evaluation
Louisa County - Zion Crossroads WWTP Dechlorination Vault
Louisa County (Water Authority) Local Limits Monitoring Plan
Louisa County Tower
LOUISA OFFICE STR & IAQ
NORTHEAST CREEK WTP ARC FLASH
ZION CROSSROADS
ZION CROSSROADS WASTEWATER
ZION SEWER CAPACITY EVALUATION
Martinsville-Henry County Economic Development Corporation
DICK & WILLIE PASSAGE PHASE 6B
Martinsville Henry Co. Economic Development - Dick & Willie Passage - Option I
Martinsville Henry County Economic Development - Dick & Willie Passage
Martinsville Henry County Economic Development - Parzalux Rendering
Martinsville Henry County Economic Development - Project Atlantis - Budget Revision
Martinsville-Henry County Economic Development Corporation - Proposed New Building "Project Atlantis" - S
Mecklenburg County, VA
Mecklenburg County - Microsoft Data Center - Adjustment in Fee Per Contract
VA DOC SANITARY SEWER
New Kent County, VA
ROUTE 618 WATERLINE EXTENSION
Pittsylvania County
PHASE I MNA-BASED CASE REPORT
Pittsylvania County - July 2016-June 2017 GM - Phase I
Pittsylvania County - July 2016-June 2017 GM - Phase II

Pittsylvania County Board of Supervisors - Southern Railway Depot Parking Lot
PITTSYLVANIA COUNTY LANDFILL
Pittsylvania County Landfill - July 2016 - June 2017 Phase II Groundwater Monitoring
Pittsylvania County Landfill - July 2016 - June 2017 Phase I Groundwater Monitoring
Pittsylvania County Landfill - July 2016 - June 2017 Storm Water Monitoring
Pittsylvania County Landfill - June 2017 - June 2018 Phase I Gas Monitoring
Pittsylvania County Landfill - June 2017 - June 2018 Phase I Groundwater Monitoring
Pittsylvania County Landfill - June 2017 - June 2018 Phase II Gas Monitoring
Pittsylvania County Landfill - June 2017 - June 2018 Phase II Groundwater Monitoring
Pittsylvania County Landfill - June 2017 - June 2018 Storm Water Monitoring
Pittsylvania Economic Development - Industrial Site Fact Sheets
Pittsylvania Economic Development - NOVI - Dry Fork, VA
PROJECT 1200
Pittsylvania County Board of Education
Pittsylvania County Board of Education - Chatham Elementary School Storm Drain Pipe Replacement
Pittsylvania County Board of Education High School - Dan River High School Footings & Pier Design
Pittsylvania County Service Authority
PCSA - Rural Development Pre-Development Planning Grant for Pump Stations Condition Assessment
Powhatan County
Powhatan County - Dutoy WWTP Improvements - Amendment 1
Powhatan County - Dutoy WWTP Upgrades - Addendum 2 - Topographic Survey
Prince George County, VA
Prince George County - Food Lion Water Booster Station Upgrade PER
Prince George County - Route 156 Force Main Evaluation
Prince George County - Route 156 Water Main Extension
SOUTHPOINT BUSINESS PARK
YANCEY TRACT WATER/SEWER EVAL
Prince William County Department of Economic Development
Lake Jackson Dam - 50095633
Prince William County Dept of Parks & Recreation
Andrew Leitch Park Electrical Upgrades
Prince William County Public Works
Lake Jackson Dam - Preliminary Engineering Study of Spillway Modification Alternatives
Prince William County Service Authority
T.O. #10 - PM Support for CMMS Implementation - PWCSA BOA
T.O. #15 - CITYWORKS CMMS IMPLM SUPPORT - SA 0414 - PWCSA BOA
T.O. #18 - PER FOR HERITAGE HUNT PS - PRINCE WILLIAM COUNTY SERVICE AUTHORITY BOA
T.O. #18-PER FOR HERITAGE HUNT
T.O. #18-PER FOR HERITAGE HUNT - Job 50068100 01.2018 sale
T.O. #19 - NASSCO TRAINING - PRINCE WILLIAM COUNTY SERVICE AUTHORITY BOA
T.O. #20 - EAM Vertical Asset Support - SA 0414 - PWCSA BOA
T.O. 08- Heritage Hunt Sewage Pump Station - Interim Change Order for project
T.O. 13 - Occoquan Forest WWTP - PWCSA BOA
T.O. 13 - OCCOQUAN FOREST WWTP, CO #2 - ADDITIONAL FUNDING
T.O. 14 - CITYWORKS CASE STUDY
T.O. 14 - CITYWORKS Case Study - PWCSA BOA
T.O. 17 - HERITAGE HUNT SPS - EVALUATE SITE OPTIONS - PWCSA BOA

T.O. 23 SA UTILITY SERVICE - PWCSA BOA Task
T.O. 8 - HERITAGE HUNT SEWAGE PUMP STATION - PWCSA BOA
T.O. 9 - ARC FLASH STUDY - PRINCE WILLIAM COUNTY SERVICE AUTHORITY BOA
TO #21 - OCCOQUAN FOREST WWTP - PWCSA BOA
TO #22 - ENGINEERING/PLANNING
TO #22 - PWCSA - Planning and Engineering - PWCSA BOA
TO #31 - Electrical System
TO 16 - NOISE MITIGATION - PRINCE WILLIAM COUNTY SERVICE AUTHORITY BOA
TO 24 - USM UPDATES
TO 25 - NOISE & ODOR HHSPS
TO 8 - Heritage Hunt Pump Station
TO 8: HERITAGE HUNT SPS DESIGN
TO 8: HERITAGE HUNT SPS DESIGN - Budget Adjustment
Prince William County, VA
Powells Creek Ped. Bridge, 2018-01
Prince William County Open End (No. 10244NA4) - Featherbed Lane Study, 2016-07
Prince William County Open End (No. 10244NA4) Task 11 - Burwell Road Paving
Prince William County Open End (No. 10244NA4) Task 11 - Burwell Road Paving, 2017/07
Prince William County Open End (No. 10244NA4) Task 11 - Burwell Road Paving, 2017/10
Prince William County Open End (No. 10244NA4) Task 12 - Lake Jackson Dam
Prince William County Unsolicited Proposal for Route 28 Phase III D/B (Shirley Contracting)
PWC Federally Funded (#12131NA4) - Powells Creek Pedestrian Bridge, 2016-11
TO 6 - HERITAGE HUNT FORCE MAIN - BUDGET INCREASE
University Boulevard Design (Hornbaker), 2017-01
Richmond, VA Regional Planning District Commission
Richmond-Crater Multi-Regional Hazard Mitigation Plan update
Richmond-Crater Multi-Regional Hazard Mitigation Plan update - MODIFICATION
Rivanna Water and Sewer Authority
Rivanna Water & Sewer Authority - RWSA Route 29 WM Construction Services
Rivanna Water and Sewer Authority - Route 29 Water Main Construction Services - Amendment 1
RWSA 3RD PARTY INSPECTION CERT
RWSA ARCH SPACE NEEDS ANALYSIS
RWSA INTERCONNECT RAW WMS
Shirley Contracting Company, LLC
Gloucester Parkway Extension D/B, 2017-01
I-64 Capacity Improvements - Segment I CEI - 2017.08
I-64 Capacity Improvements - Segment I, 2016-09
I-64 Capacity Improvements - Segment I, 2017-08
I-64 Capacity Improvements - Segment I, 2017-09
I-64 Capacity Improvements - Segment I, 2017-11 (ODC Adjustment)
I-64 Exit 91 (Route 285) Interchange CEI - 5
I-95/Route 630 Interchange Reconstruction and Widening D/B - 2017/06
I-95/Route 630 Interchange Reconstruction and Widening D/B - 2017/09
I-95/Route 630 Interchange Reconstruction and Widening D/B - 2017/11
INNOVATION CENTER SOUTH
Innovation Center South-2015-1278-EST000055-50078713
Innovation Center South-50078713

MC Dean Facility Access Study
Mickey's Way Entrance Study
Mickeys Way Entrance Study, 2017-12
Pacific Boulevard Northern Area 2 - 06/2017
Route 27/244 - 08/2016
Route 28 8 Laning CEI, 2017/10
Route 28/8-Lane Widening 2016-11
Route 28/Belfort Park Roadway 2017-06
Route 28/Innovation Ave. Storm Filters
Route 606 Widening - 2016/07
Route 606 Widening - 2016/08
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Route 606 Widening - 2017/03
Route 606 Widening - 2017/04
Route 606 Widening - 2017/08
Route 606 Widening - 2017/09
Route 606 Widening - 2017/10
Route 659 Belmont Ridge Road Reconstruction D/B, 2017-01
Route 659 Belmont Ridge Road Reconstruction D/B, 2017-05
Route 7/AVB Construction Assistance - CA #1, 2017/08
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University Boulevard - CO Design-15 (08/2016)
VDOT I-64 Capacity Improvements - Segment III D/B (Shirley Contracting Corporation)
VDOT I-66 Widening D/B - 2017/06
VDOT I-95/Route 630 Interchange Reconstruction and Widening D/B (Shirley Contracting)
VDOT I-95/Route 630 Interchange Reconstruction and Widening D/B CEI (Shirley Contracting)
VDOT Route 606 Bridge Replacement over I-95 with 606 Improvements D/B (Shirley Contracting)
VDOT Route 606 Bridge Replacement over I-95 with 606 Improvements D/B CEI (Shirley Contracting)
VDOT Route 606 D/B CEI - 2016/07
VDOT Route 606 D/B CEI - 2017/09
VDOT Route 659 Belmont Ridge Road Reconstruct to 4-Lanes D/B CEI (Shirley Contracting)
Stafford County, VA
Stafford County Little Whim-50082923
Wayside Sewer Design - Environmental Services and Permitting
Wayside Sewer Design - Stafford County, Virginia (Revision to Existing Contract)
The Institute for Advanced Learning and Research
IALR - Grant Review Services - Additional Services
IALR - New Building Additional Services
IALR CONFERENCE FACILITY
IALR Conference Services Renovation
IALR Graphic Design Documents for New Advanced Manufacturing Facility
Institute for Advanced Learning & Research, The - Grant Review Services - Adjustment in Fee Per Contract
Institute for Advanced Learning and Research and Sustainable Energy and Technology Center - A/E Review Se

Institute for Advanced Learning; The - New Building
NEW BUILDING
PROJECT HIGH BAY
Town of Bowling Green, VA
Town of Bowling Green - Bowling Geen PER & ER
Town of Boydton
Boydton, Town of - Microsoft Data Center
Town of Chatham
Chatham; Town (of) - Drought Management/WTP Inake Amendment No. 1
Chatham; Town (of) - Cherrystone Dam
Chatham; Town (of) - Drought Management/WTP Intake Additional Services
Town of Clarksville
Clarksville, Town of - Sewer System Improvements (Adjustment)
Clarksville; Town (of) - VPDES Permit
SOUTHWEST DOWNTOWN COMMUNITY
Town of Colonial Beach
TOCB WATER SYSTEM IMPROVEMENTS
Town of Port Royal
Town of Port Royal - Engineering Services for Water System Improvements
Town of Port Royal - Water System Improvements - Amendment 1 - Utility Designation
U.S Department of the Army
AP HILL RV PARK TOPO (negative adjustment)
U.S. Army Corps of Engineers
IWR SAGE CoOps Task Order 47678
IWR SAGE CoOps Task Order 47679
U.S. Army Engineering and Support Center Huntsville
Adelphi Laboratory Center Chiller Replacements and CUP Upgrades
Enhanced Commissioning Building Services located at Building 247, Fort Belvoir, VA
Enhanced Commissioning Building Services located at Building 247, Fort Belvoir, VA-Mod
Missile Defense Agency Implementation Tasks - Mod 10 (correct)
U.S. Department of the Army
Fort AP Hill RV Park Topographic Survey
U.S. Geological Survey
USGS, VA FEMA NRCS SOUTH CENTRAL 2017, LIDAR ACQUISITION D17 G17PD01206
USGS, VA WEST CHESAPEAKE BAY WATERSHED, G17PD00327
VA FEMA NRCS SO. CENTRAL LIDAR
University of Mary Washington
UMW REPAIR REPLACE UTILITIES
University of Virginia
1515 UNIVERSITY AVE ELECTRICAL
35kV DUCTBANK DESIGN - UVA
AFC MECHANICAL ROOM EYEWASH
Bartzen and Ball - University of Virginia Foundation - Golf Practice Facility
Bartzen and Ball - University of Virginia Foundation - Squash Expansion
BOAR'S HEAD LOBBY RENOVATION
BRANDON STUDENT BAPTIST SURVEY
CAMPBELL HALL MECH. RM EYEWASH

CARRUTHERS LOWER LEVEL RENO
FM YARD TRAFFIC CIRCULATION
Goody, Clancy & Associates - UVA Brandon Avenue Upperclass Housing
HG Design Studio - UVA University Hall Bus Shelter
Hord Coplan Macht - UVA Carruthers Lower Level Renovation
Hord Coplan Macht - UVA OPC Renovation - Additional Services
HOSPITAL DRIVE WL REPLACEMENT
IVY GRAVITY SEWER DESIGN PH II
IVY MOUNTAIN SANITARY SEWER
OBSERVATORY MNTN. AVIARY-ADA
OBSERVATORY MOUNTAIN AVIARY
OLD IVY SS UTILITY TEST PITS
Perkins + Will - UVA Gilmer Chemistry Renovation - Amendment
Perkins + Will Architects - UVA Brandon & Green Street - Utilities
Perkins + Will Architects - UVA Brandon Green Street + Utilities - Additional Utility Designations
Perkins Eastman Architects - UVA Ivy Road Master Plan - E1 Revision
Rhodeside & Harwell - UVA Student Remembrance Garden
Rhodeside-Harwell - UVA Student Memorial Plaza
Rivanna Archaeological - UVA Gooch Dillard Arch - Closed Job Adjustment
STONE HALL UTILITY EXTENSIONS
University of Virginia - Aurbach Cooling Tower
University of Virginia - Brandon Avenue Survey Stakeout
University of Virginia - Brandon Demo & ESC Phase 1
University of Virginia - IRC Phase 2 Project Formulation - Closed Job Adjustment
University of Virginia - Materials Science Electrical Distribution
University of Virginia - McCormick Road Gate Improvements
University of Virginia - Newcomb Chiller and HP Distribution Extension
University of Virginia - UVA 1515 University Avenue Electrical
University of Virginia - UVA 35kV Design - PSCOP6 - Vault 3 Structural
University of Virginia - UVA Alderman Road CW and EDB to Runk
University of Virginia - UVA Alderman Road CW and EDB to Runk AS1
University of Virginia - UVA Battle Building Play Sculptures
University of Virginia - UVA Bookstore Tunnel Modification for Crosswalk
University of Virginia - UVA Brandon 600 SS Easement Abandonment
University of Virginia - UVA Brandon Avenue Demolition Survey
University of Virginia - UVA Brandon Avenue Survey
University of Virginia - UVA Brandon Demo and ESC
University of Virginia - UVA Brandon Demo and ESC - Error Correction
University of Virginia - UVA Brandon GIS - Utility HW Matrix
University of Virginia - UVA Brandon GIS Utility HW Matrix
University of Virginia - UVA Carruthers Hall Renovation AS
University of Virginia - UVA Carruthers Hall Survey
University of Virginia - UVA Carruthers SW Plaza Landscape Improvements
University of Virginia - UVA Chemistry Additional MTHW Design
University of Virginia - UVA Clemons Fire Line
University of Virginia - UVA Darden Central Utilities
University of Virginia - UVA Davenport Field Topo Survey

University of Virginia - UVA Dell Parking Study
University of Virginia - UVA Dell Parking Study - E1 Adjustment
University of Virginia - UVA Dell Tunnel Top Repair
University of Virginia - UVA East Range UTP
University of Virginia - UVA EH&S Chemical Containment PS
University of Virginia - UVA Emmet Street Telecom Crossing
University of Virginia - UVA FM Finance Fire Protection
University of Virginia - UVA FM Laydown Yard
University of Virginia - UVA FM Loading Dock Improvements
University of Virginia - UVA FM Salt and Sand Storage
University of Virginia - UVA FM Salt and Sand Stores and Receiving
University of Virginia - UVA FM Staging at Forestry
University of Virginia - UVA FM Stores and REceiving BAS
University of Virginia - UVA FM Yard Generator Design
University of Virginia - UVA FM Yard Stormwater AS
University of Virginia - UVA Fontana Foods SS PS Evaluation
University of Virginia - UVA Heat Plant Tunnel Slab Repair
University of Virginia - UVA HEP Loading Dock
University of Virginia - UVA HEP Loading Dock - Error Correction
University of Virginia - UVA IRC Fire Protection
University of Virginia - UVA IRC Plant Connections - E1 Revisions
University of Virginia - UVA IRC Stairs and Path
University of Virginia - UVA Ivy Mountain Boundary Survey
University of Virginia - UVA Ivy Mountain Survey
University of Virginia - UVA Leake Landscape Waterproofing and AS
University of Virginia - UVA Material Science HVAC AS
University of Virginia - UVA Materials Science Electrical Improvements Design
University of Virginia - UVA Materials Science Utility Test Holes 2
University of Virginia - UVA Maury Hall ADA Ramp - Additional Service 1
University of Virginia - UVA Maury Hall ADA Ramp - Additional Services
University of Virginia - UVA Maury Hall ADA Ramp - Redeveloped Concept
University of Virginia - UVA McCormick Dorms Additional Survey
University of Virginia - UVA Memorial Gym Chilled Water Interconnect
University of Virginia - UVA Mimosa Fontaine Sidewalk
University of Virginia - UVA Monroe Closure Plats
University of Virginia - UVA Moped Parking at McCormick Road
University of Virginia - UVA Moped Parking at Newcomb Drive
University of Virginia - UVA MTHW Ext. Tucker Hall - Closed Job Adjustment
University of Virginia - UVA Newcomb Chiller and HP Distribution Extension
University of Virginia - UVA NGMP Storage Tank Geotechnical
University of Virginia - UVA NGMP Storage Tank Replacement
University of Virginia - UVA NROTC Obstacle Course
University of Virginia - UVA Observatory Mountain Aviary
University of Virginia - UVA Old Ivy Gravity Sewer Design
University of Virginia - UVA Old Ivy Road Electrical Ductbank - Fee/Scope Reduction - Job has been cancelled
University of Virginia - UVA Old Ivy Road Electrical Ductbank Ext.
University of Virginia - UVA Pavilion VII Stormwater Improvements

University of Virginia - UVA Pavillion IV and VI Parking Improvements
University of Virginia - UVA Reservoir Salt and Sand Spreader Sheds
University of Virginia - UVA Scott Stadium Bus Stop Improvements
University of Virginia - UVA Slaughter Rec LTHW and CW
University of Virginia - UVA Slaughter Recreation Expansion Study
University of Virginia - UVA Stores and Receiving Renovation
University of Virginia - UVA Stores and Receiving Structural AS
University of Virginia - UVA Wilson Canyon Survey
University of Virginia - UVA Wilson Hall Landscape Improvements AS
University of Virginia Foundation - Admin. Office Building - Scope & Fee Reduction
University of Virginia Foundation - Boar's Head Lobby Renovation
University of Virginia Foundation - UVA Brandon Avenue Structural Investigation
University of Virginia Foundation - UVAF Boar's Head Connector Road
University of Virginia Foundation - UVAF Boars Head Parking Relocation
University of Virginia Foundation - UVAF Brandon Avenue Feasibility Analysis
University of Virginia Foundation - UVAF Emmet Ivy Demolition
University of Virginia Foundation - UVAF Golf Course Connector Road
University of Virginia Foundation - UVF Admin. Office Building - Amendment 1
UVA AURBACH COOLING TOWER
UVA AVIARY STAKEOUT #3
UVA AVIARY SURVEY STAKEOUT
UVA AVIARY SURVEY STAKEOUT 2
UVA BRANDON GREEN ST. + UTIL
UVA CENTRAL PLANT EYEWASH
UVA DAVENPORT CONCESSION STAND
UVA FM SALT/SAND 4TH BAY
UVA FM YARD REDEVELOPMENT
UVA FONTANA FOODS GREASE TRAP
UVA Foundation - UVF Administrative Office Building - 06/2017 Sale
UVA IRC STAIRS AND PATH
UVA IVY MT UTILITY DESIGNATION
UVA MR-6 NITROGEN TANK
UVA OPC RENOVATION
UVA PINN HALL SURVEY
UVA STUDENT HEALTH
UVA THORNTON HALL CLEAN ROOM
UVA TUNNEL X REPAIRS
UVA WEST COMPLEX PARKING STUDY
UVAF BIRDWOOD MANSION RENOVA.
UVAF GOLF COURSE CONNECTOR RD
UVAF GOLF FACILITY - WEST AS 1
UVAF RESEARCH PARK
UVAF RESERVOIR RD SURVEY
UVAF TENNIS STADIUM
UVARP AERIAL SURVEY
UVARP BOUNDARY SURVEY
UVARP GEOTECH & ENVIRON PH 1

VMDO Architects - UVA Gooch Dillard Concept - E1 Revision
VMDO Architects - UVA Gooch Dillard Site Redevelopment
VMDO Architects - UVA Gooch Dillard Site Redevelopment (E1 Revisions)
Virginia Commonwealth University
D/B For the Design and Construction New Inpatient Hospital
SHELTERING ARMS REHAB INST.
Virginia Community College System
J. Sargeant Reynolds Community College - JSRCC Additional Services
Virginia Department of Game and Inland Fisheries
HORSEPEN LAKE DAM - FINAL
LAKE ALBEMARLE DAM-DESIGN/CONA
Virginia Dept. of Game & Inland Fisheries - Horsepen Lake Dam - Final - Change Order 2
Virginia Dept. of Game & Inland Fisheries - Horsepen Lake Dam - Final Design and CONA
Virginia Dept. of Game and Inland Fisheries - Lake Albemarle Dam - Design & CONA
Virginia Department of Transportation
Edinburg Bridge Bundle - Supplement #2
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I-64 Capacity - Segment III, 2018-01
I-64 Capacity Improvements Segment I CEI, 2018-01
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I-95/Route 630 Reconstruct
I-95/Route 630 Reconstruct, 2018-01
Route 28 Add On
Route 28 Phase III
Route 606 Over I-95, 2018-01
Rt. 7/AVB Construction Asst.
Salem District LOA #10 - Route 684 Additional Services
Salem District LOA #8 - Route 116
Salem District LOA #8 - Route 116, 2017-02
Salem District LOA #9 - Route 703 Additional Services
Southbound 28 Pavement Repair
VDOT FY2016 Lessons Learned Workshop - MODIFICATION
VDOT FY2018 Exercises - Midtown Tunnel Workshop and Benjamin Harrison Bridge TTX
VDOT I-64 Capacity Improvements - Segment III D/B CEI (Shirley Contracting Corporation)
VDOT Operations Division - FY2017 - Emergency Management Exercises
VDOT Operations Division - FY2017 - Emergency Management Planning
VDOT Route 7 Corridor Improvements D/B (Shirley Contracting)
VDOT Warrenton Southern Interchange US 15/17/29 D/B (Shirley Contracting)
VDOT-ACS Land LLC 50079210 Mar 2017 sale
VDOT-Cherok 50076910 July 2016 sale
Warrenton Southern Interchange
Virginia Polytechnic Institute and State University
Arec Pole Barn CONA
AREC POLE BARN CONA SUPPORT
East West Stands Waterproofing
Eastern Shore Arec Pole
Norris Hall Fire Alarm Upgrad

Norris Hall Fire Alarm Upgrade
Squires Hall Ballroom
Stanger Street Tunnel Top
VA TECH DAIRY FACILITY
VPI & State University - VT Crane Evaluation
VPI & State University - VT Kelly Hall RM 140E
VPI & State University - VT McBryde Tunnel Top
VPI & State University - VT Tom's Creek Site Plan
VPI & State University - VT Turbo Lab Modification
VT - Hyperloop
VT BRDB CONCRETE APRON
VT BURRUSS FS DESIGN & CONA
VT BURRUSS HALL DATA CEN FIRE
VT BURRUSS TUNNEL BID/CONA
VT CASSELL FS DESIGN & CONA
VT CASSELLCOLISEUM DATA CEN
VT CHALLENGE COURSE ESC
VT Dairy Facility
VT DRILL FIELD DR BID/CONA
VT Drone Park
VT Emergency Ops Center
VT HILLCREST FS DESIGN/CONA
VT HILLCREST HALL DATA CENTER
VT Hyperloop
VT Kelly Hall RM 140E
VT Lane Stadium
VT LEE TUNNEL BID/CONA
VT LEESBURG ELECTRICAL SUPPORT
VT Litton Reaves FA CONA
VT MH Near Goodwin Hall
VT Moss Arts Center E&S - 12/2016 Sale
VT Norris 129 Renovation
VT Norris Hall FA Code
VT OAK LANE OUTDOOR LOCKERS
VT O'Shag Hot Water
VT Palpation Barn Addition
VT PAMPLIN HALL FIRE LINE
VT PATTON 305 RENOVATION
VT PATTON HALL 3RD FLOOR RENO
VT PERRY ST STREAM FEASIBILITY
VT PERRY ST STREAM RES & CONA
VT Police CNS Closet 157
VT Portable Storage Tank
VT Power Plant
VT REMOTE PARKING LOT
VT Repair Tunnel Top
VT Repair Tunnel Top @ B

VT Repair Tunnel Top At
VT Replace Harper Heat B
VT RRAB Project Design & CONA
VT Squire Ballroom Renovation
VT Squires Ballroom Renovation
VT Squires Hall Ballroom - 12/2016 Sale
VT Squires Hall Blrm Par
VT Squires Life Safety Plan
Vt Stadium Lower East
VT Stanger St Steam Tunnel
VT STANGER ST. STEAM
VT Stanger Street Tunnel Top
VT Storage Facility Building
VT Turbo Lab Modification
VT Turbo Lan Modification
VT WHITTEMORE STAIRS
VT XWALK LIMITED CON ADMN
W. CAMPUS ADA XWALK - SITE 1
W. CAMPUS ADA XWALK - SITE 2
W. CAMPUS ADA XWALK - SITE 3
Virginia State Police
3rd FLOOR BUILD OUT
CHESAPEAKE VEHICLE STORAGE
COMMUNICATION & ACADEMY BLDGS.
COMMUNICATION & ACADEMY BLDGS.
DIVISION 6 HEADQUARTERS
Fire Exit Plan
VASP DEMOLITION RANGE
Virginia State Police - 3rd Floor Build Out - Driver Training Facility
Virginia State Police - Fire Exit Plan - Driver Training Complex
Virginia State Police - Target Practice Range - 3rd Floor Simulation Room
Virginia State Police - Target/Firing Range - Amendment 3 - Well Conversion
Virginia State Police - VSP Demolition Range
WYTHEVILLE - VEHICLE STORAGE
Virginia, Commonwealth of
R1-01 SUSSEX I STATE PRISON
R1-01 SUSSEX I STATE PRISON - Sale 8.15.17
R1-01 Sussex State Prison (4/18)
R1-01 Sussex State Prison (3/18 sale)
West Piedmont Planning District Commission
BEAVER CREEK RESERVOIR
SUMMIT VIEW TANK
West Piedmont Planning District Commission - Martinsville Smith River Additional Services
West Piedmont Planning District Commission - M'ville Water System Inventory Project



www.dewberry.com

**FLUVANNA COUNTY
PROFESSIONAL ENGINEERING SERVICES
SCHEDULE OF HOURLY RATES
OCTOBER 8, 2018**

Engineer: Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
804.290.7957
804.290.7928 (fax)

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer VIII	\$205.00
Engineer VII	\$190.00
Engineer VI	\$175.00
Engineer V	\$160.00
Engineer IV	\$140.00
Engineer III	\$125.00
Engineer II	\$110.00
Engineer I	\$100.00
CADD Technician III	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$70.00
Construction Inspector III	\$110.00
Construction Inspector II	\$95.00
Construction Inspector I	\$80.00
Surveyor VII	\$140.00
Surveyor VI	\$120.00
Surveyor V	\$105.00
Surveyor IV	\$95.00
Surveyor III	\$80.00
Surveyor II	\$70.00
Surveyor I	\$60.00
3 Person Survey Field Crew	\$180.00
2 Person Survey Field Crew	\$150.00
1 Person Survey Field Crew	\$120.00
Subconsultants	Cost + 10%

Reimbursables (courier, prints, delivery services, etc.) shall be billed at cost and the cost for these services, if needed, will identified and determined prior to each task.

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Rummel, Klepper & Kahl, LLP				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Rummel, Klepper & Kahl, LLP, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued July 2018 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 10 proposals ❖ The committee chose 6 firms to meet with ❖ 4 of those firms have been chosen to have term contracts with the county. ❖ RK&K has worked well as one of our term contracts for the past 5 years. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County's needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. 				
FISCAL IMPACT:	❖ Costs will be based on rates sheets included by each firm as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract-Rummel, Klepper & Kahl, LLP				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the “Contract”) dated this ____ day of _____, 2018 is between the **COUNTY OF FLUVANNA** (the “COUNTY”), a political subdivision of the Commonwealth of Virginia and **Rummel, Klepper & Kahl, LLP** (“A/E”), a Virginia limited liability partnership, and is binding among and between these parties as of the date of the COUNTY’s signature.

RECITALS:

1. The legal address for the COUNTY and for the A/E and the addresses for delivery of Notices and other documents related to the administration of this Contract are as follows:

COUNTY:

ATTN: County Administrator
Fluvanna County
P.O. Box 540
Palmyra, VA 22963
Telephone: (434) 591-1910
Facsimile: (434) 591-1911

A/E:

Rummel, Klepper & Kahl, LLP
ATTN: Miriam Kronisch
2100 East Cary Street, Suite 309
Richmond, VA 23223
Telephone: (703) 259-3721; and (800) 540-4755
Facsimile: (804) 782-2141

2. On July 17, 2018, the COUNTY issued Request for Proposals #2019-01 (the “RFP”) for general professional architectural & engineering services on an as-needed task order approach as more specifically set out in such RFP attached hereto as Exhibit 1, which is incorporated herein as a material part of this Contract. The original submittal by the A/E to the RFP dated August 20, 2018 (the “Proposal”) is attached hereto as Exhibit 2 and is incorporated herein as a material part of this Contract. All the provisions and requirements, including, but not limited to, the purpose and scope, of the RFP and the Proposal are incorporated herein by reference. Project Agreement Task orders shall be issued by the COUNTY to a provider of such services as services are needed and may include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical and architectural services or other matters set forth in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task order or particular project will be set forth in a Project Agreement executed by the COUNTY and the A/E.

3. The rights and duties of the COUNTY and A/E applicable to the COUNTY's projects under this Contract are set forth in the following Contract Documents: (i) this Contract including all Project Agreements executed under this Contract; (ii) the RFP and all of the terms of the County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors, being pages 7 to 27 of Exhibit 1 hereto; and (iii) the Proposal. In the event of any conflict between the terms of this Contract and any exhibit hereto, the following shall be the order of control in resolving such conflicts (i) controls over (ii) and (iii); and (ii) controls over (iii). Whenever possible the documents shall be read together. The final page of the Proposal is rejected. Notwithstanding the foregoing, Section 61 of the County's General Terms, Conditions and Instructions to Bidders and Contractor is specifically modified as follows: "the highest degree of skill and competence" is replaced with "at minimum the industry standard level of skill and competence".

4. One or more Project Agreements may be entered into with the A/E during the Contract Term. Although the potential exists for multiple projects during the Contract Term, the COUNTY does not represent or guarantee that the A/E will receive one or more Project Agreements during the Contract Term. The COUNTY has no obligation to enter into any Project Agreement(s) with the A/E.

5. The COUNTY specifically reserves the right to procure services that fall within the scope of this Contract from other sources. Without limiting the procurement procedures that may be followed by the COUNTY, the COUNTY may (i) issue RFP's for similar work and other projects as the need may occur; (ii) specifically reserves the right to enter into other term agreements for architectural and/or engineering services similar to this Contract; and (iii) specifically reserves the right to enter into Project Agreements with other A/E's under Term contracts based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, locations or distance to the project and other factors as may be pertinent to the particular project.

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

1. Recitals: The Recitals are incorporated herein by reference.

2. Scope of Services: The A/E agrees that he is willing and able during the Contract term to provide professional services on an "as needed" basis during the Contract term. The work may include, but is not limited to, investigations, studies, reports, small project designs, inspection services, and similar services as more specifically described in the RFP. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a project agreement issued to the A/E.

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual

project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY's project manager for the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the project fee of any single project under this Contract shall not exceed \$150,000.00 and the sum of all projects performed under this Contract in a one-year contract term shall not exceed \$750,000.00, except as otherwise provided by law.

4. Contract Term: This Contract shall be in effect from the date of signature by the COUNTY for a one (1) year period (the "Initial Term"). This Agreement shall automatically renew thereafter for four (4) additional one (1) year terms unless the COUNTY notifies the A/E prior to the end of the current term that it does not intend to renew this Contract. The Term of the Contract is the Initial Term and all renewals thereof.

In witness whereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

A/E:
Rummel, Klepper & Kahl, LLP

COUNTY:
County of Fluvanna, a political subdivision of the Commonwealth of Virginia

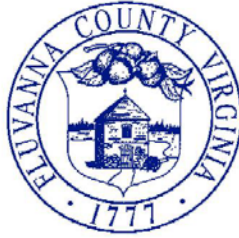
By: _____ Date: _____ By: _____ Date: _____

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2019-01

GENERAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

Issue Date: July 17, 2018

Due Date: August 20, 2018 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

All sealed proposals shall be turned in no later than the due date and time noted above.

- All Proposals that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above.
- Any Proposals sent in via facsimile, telephone, or email shall not be considered.
- Any Proposals that are turned in late will be rejected and returned unopened.

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

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1. **PURPOSE.**

- 1.1 The Fluvanna County Board of Supervisors invites qualified firms to submit sealed proposals for Professional General Engineering & Architectural Services for potential projects for Fluvanna County, VA. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Public Procurement Act. Sealed proposals, one (1) original and four (4) copies, and one (1) electronic copy, should be submitted by 2:00 P.M. local prevailing time on Monday, August 20th, 2018 to the Fluvanna County Finance Office located at: 132 Main Street, Palmyra, Virginia 22963.
- 1.2 The County desires to engage the services of qualified Professional Engineering & Architectural Firm(s) to perform a variety of Professional Engineering & Architectural Services using a Task Order approach. Task Orders shall be issued by the County Administrator as professional services are needed and may include civil engineering & design; architectural design; site planning; construction phase services; inspection services; and associated surveying, environmental, geotechnical, and architectural services. The awarded firm(s) may also be expected to assist the County with review of 3rd party plans and specifications, as needed.

2. **BACKGROUND.** The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.

3. **SCOPE OF SERVICES.** The County is seeking written proposals relating to as needed Professional Engineering & Architectural Services for multiple projects. Typical projects may include but are not limited to: civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services.

4. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.**

4.1 **GENERAL INSTRUCTIONS**

4.1.1 **RFP Response:** In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal

4.1.2 **RFP Questions:** Address questions concerning this RFP to:

Cyndi Toler, Purchasing Officer
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963
 Phone: (434) 591-1930
ctoler@fluvannaCounty.org

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP via an addendum. Questions will not be accepted after August 6, 2018, at 10am.

4.1.3 **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act "FOIA"). Any proprietary or trade secrets material submitted must be specifically identified as such in strict conformance with applicable law (including without limitation FOIA), and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. Any classification not made in strict conformance with the requirements of Virginia Code or not meeting the definition of a "trade secret" or "propriety" shall be ineffective and such information shall not be held confidential and shall be subject to public inspection. The classification of an entire proposal document is unacceptable and is ineffective and may, at the County's option, result in rejection and return of the proposal.

4.1.4 **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on August 20, 2018. Proposals must be addressed to:

Cyndi Toler, Purchasing Officer
P.O. Box 540
132 Main Street
Palmyra, VA 22963
RFP-2018-01

Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

4.2 **PROPOSAL PREPARATION.** The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal 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 proposal:

4.2.1 **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.

4.2.2 **Forms** - All forms required to be submitted under this RFP must be included in the Proposal as an Appendix.

(1) Certificate of No Collusion

(2) Offeror Statement

(3) Proof of Authority to Transact Business in Virginia

(4) Vendor Data Sheet

4.2.3 The proposal package shall include as a minimum:

(1) The RFP document with any addenda acknowledgements filled out and signed as required (see attachments hereto).

- (2) A detailed response to all requirements, general, specific, functional and technical as defined within this RFP (see Section 3 “Scope of Services”).
- (3) **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror’s firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should: (i) Designate a Project Manager and indicate office location; (ii) Include the organization chart, functional discipline, and responsibilities of project team members.
- (4) **Resumes** - Provide a concise resume or description of each team member’s education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- (5) **Demonstrated History of Successful Projects** - Discuss the Offeror’s ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.
- (6) **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant’s performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- (7) **Project Approach** - Provide the County with the Offerors understanding and proposed approach to typical projects. The Offeror should discuss in detail the proposed management and project approach for performing any project awarded during the term of the Agreement.
- (8) **Representative Projects:** This section of the Offeror’s Proposal should list and describe representative clients currently served focusing on general engineering projects, and especially projects for other Virginia agencies, localities, and public bodies. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every project it has worked on in the last two (2) years for Virginia (including any department or agency thereof) or a Virginia public body.
- (9) **Effective Cost Control** - Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
- a. Describe the Offeror’s cost control methodology
 - b. Describe the approach for reducing project costs
 - c. Describe the documentation, tracking and reporting system
 - d. Describe the program for quality control.
- (10)**References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably

those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

- 4.2.4 The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- 4.2.5 **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- 4.2.6 **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFP.

4.3 Submittal Instructions

- 4.3.1 One (1) original and four (4) copies of each proposal, along with one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick, must be submitted in accordance with this RFP (and specifically section 4.1.4 hereof). The Offeror shall make no other distribution of the proposal.
- 4.3.2 An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- 4.3.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4.3.4 Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.

5. **EVALUATION AND AWARD CRITERIA.**

- 5.1 The County will evaluate proposals intends to award the contract to the firm that makes the best proposal. The firm selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. The selection of a Successful Offeror shall be based on the following criteria:
- 5.1.1 Project team qualifications and experience **(25 pts.)**
- 5.1.2 Offeror's project and management approach **(20 pts.)**

5.1.3	Representative projects	(10 pts.)
5.1.4	Ability to control project costs	(25 pts.)
5.1.5	References	(5 pts.)
5.1.6	Proximity and availability to Fluvanna County	(15 pts.)

- 5.2 The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- 5.3 The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County.
- 5.4 Award shall be made in accordance with this RFP and the requirement of procurement of professional services under the Virginia Procurement Act (with specific reference to Virginia Code Sections 2.2-4302.2(A)(4)). The Proposal shall not include costs of services or estimated project costs. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.
- 5.5 Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County.

6. CONTRACT PROVISIONS AND OTHER TERM

- 6.1 In accordance with §2.2-4303.1 of the Code of Virginia, the agreement shall be for an initial one (1) year term from the date of execution. The County shall have the option to renew the contract up to four (4) additional one (1) year terms in its sole discretion.
- 6.2 In accordance with law, under the terms of agreement(s) made pursuant to this RFP, no individual **Task Order** fee shall exceed \$150,000 except if specifically authorized by law. The aggregate total of fees for all **Task Orders** issued during the any term of the A/E Contract shall not exceed \$750,000 except if specifically authorized by law.
- 6.3 The County intends to enter into a contract with the selected firm(s). The County provides no guarantee of the amount of work to be assigned to the selected firm(s) and shall utilize other engineering firms for consulting work.
- 6.4 The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, 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).

7. GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

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 "RFQ"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ 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 ("RFQ"), 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 RFQ 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” (RFQ), 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 RFQ 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 RFQ. 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 RFQ, 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 RFQ, 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 RFQ or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

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

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this

purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

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

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

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.

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____(SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____(Print Name), _____(Print Title) on behalf of _____(Name of Entity).

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____(year) by _____(Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____
By: _____ (SEAL)
Signature

Print Name: _____
Print Title: _____

STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name),
_____ (Print Title) on behalf of _____ (Name of
Entity).

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)
Signature

Print Name: _____

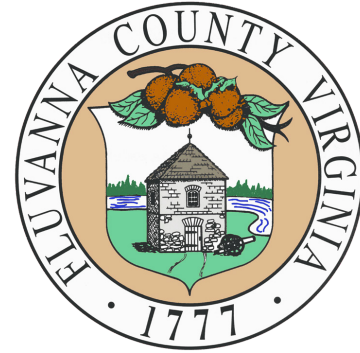
STATE OF _____
COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),
_____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]



A Proposal for

General Professional Engineering & Architectural Services County of Fluvanna, VA

August 20, 2018



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4.2.1 COVER LETTER



2100 East Cary Street, Suite 309, Richmond, VA 23223 | P 800.540.4755 | F 804.782.2142 | www.rkk.com

August 20, 2018

Ms. Cyndi Toler, Purchasing Officer
County of Fluvanna
132 Main Street, P.O. Box 540
Palmyra, VA 22963

Re: General Professional Engineering & Architectural Services- RFP #2019-01

Dear Ms. Toler,

Rummel, Klepper & Kahl, LLP (RK&K) provides a full spectrum of planning and design services including civil/site design and site plan reviews, landscape planning and design, stormwater infrastructure, water/sewer design, the design of roadways, streetscapes, sidewalk/trails, structures, transit, environmental and permitting services, survey, geographic information system/asset management, and construction management and inspection services. This blended integration of services will provide the County of Fluvanna with a unique and comprehensive resource of engineering and architecture services covering a wide range of disciplines and work-scope. The RK&K Team is comprised of the most qualified personnel to assist the County on this contract for the following reasons:

- **A Successful History with the County of Fluvanna:** RK&K has been fortunate to hold the previous on-call contract with the County, and have successfully completed task order assignments under the contract.
- **A Management Team that You Know and Trust:** We offer the County a management team that you know and trust, and that will remain consistent throughout the life of the contract, providing continuity from project to project, and that will be committed to working with your staff to meet the County's needs. Malachi Mills, PE will serve as the Contract Manager and lead RK&K's multidiscipline team.
- **Specialized Local Subconsultants:** We have enhanced our team by adding several specialized subconsultants judiciously selected due to their previous work experience and expertise, office location, relevant project experience in the County of Fluvanna and DBE/SWaM status.
- **Extensive Experience:** We offer exceptional experience providing improvement projects for the County of Fluvanna in the areas of civil engineering, water/wastewater studies, and related services.

At RK&K, it is our mission to provide responsive, client-focused services and we look forward to the opportunity to serve the County of Fluvanna again. Please feel free to contact me if you have questions regarding our submission.

Sincerely,

Miriam Kronisch, PE, CCM
703.259.3721

Malachi Mills, PE
804.771.9108

Engineers | Construction Managers | Planners | Scientists



4.2.2 FORMS

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Rummel, Klepper & Kahl, LLP does hereby certify in connection with the procurement and proposal to which this Certificate 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 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 16 day of August, 2018.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Rummel, Klepper & Kahl, LLP (RK&K)

By: [Signature] (SEAL)
Signature

Print Name: Miriam F. Kronisch, PE, CCM

Print Title: Partner

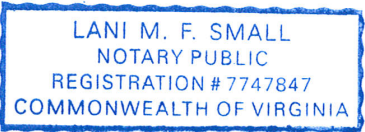
STATE OF Virginia

COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 15th day of August (month), 2018 (year) by Miriam Kronisch, PE, CCM (Print Name), Partner (Print Title) on behalf of RK&K (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 7/31/2021
Notary registration number: 774 7847



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), ____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

4.2.2 FORMS

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Rummel, Klepper & Kahl, LLP (RK&K)

By: _____ (SEAL)
Signature

Print Name: Miriam F. Kronisch, PE, CCM

Print Title: Partner

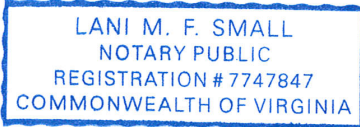
STATE OF Virginia

COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 15th day of AUGUST (month), 2018 (year) by Miriam F. Kronisch, PE, CCM (Print Name), Partner (Print Title) on behalf of RK & K (Name of Entity).

Notary Public [SEAL]

My commission expires: 7/31/2021
Notary registration number: 7747847



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

Signature (SEAL)

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

4.2.2 FORMS

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

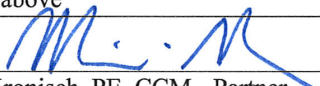
THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is K000417-8.
- 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) Rummel, Klepper & Kahl, LLP (RK&K)
 Legal Name of Offeror/Bidder Same as above
 Date August 13, 2018
 Authorized Signature 
 Print or Type Name and Title Miriam Kronisch, PE, CCM - Partner

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

4.2.2 FORMS

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: Miriam Kronisch, PE, CCM Phone: 703-259-3721

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

95 Years 6 Months

4. Vendor Information:

FIN or FEI Number: 52-0599112 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: City of Richmond DPW	Contact: M. Khara
Phone: 804.646.5413	Email: mkhara@richmondgov.com
Dates of Service: 1995-ongoing	\$\$ Value: \$1 million/yr (fee)

Company: Town of Blacksburg	Contact: Randy Formica
Phone: 540.961.1121	Email: rformica@blacksburg.gov
Dates of Service: 2012-ongoing	\$\$ Value:\$500K

Company: City of Charlottesville	Contact: Jeanette Janiczek
Phone: 434.970.3309	Email: janiczek@charlottesville.org
Dates of Service: 2003-ongoing	\$\$ Value: 1.8 M

Company: Virginia Department of Transportation	Contact: David Covington
Phone: 434.422.9373	Email: david.covington@vdot.virginia.gov
Dates of Service: 2015-ongoing	\$\$ Value: \$10.4M

I certify the accuracy of this information.

Signed:  Title: Partner

Date: 8/13/2018

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

4.2.3.1 ADDENDA ACKNOWLEDGMENT

RK&K is acknowledging that there were no addenda posted.

4.2.3.2 SCOPE OF SERVICES

CONTRACT UNDERSTANDING

It is our understanding that the County of Fluvanna is seeking professional engineering and architectural firms to perform a variety of services as related to professional engineering, architectural, site planning, construction engineering, inspection services, surveying, environmental and geotechnical services using a task order approach. The County requires the awarded firm to provide all services in a timely manner, in an effort to reduce the County's cost and time while increasing efficiency in overall project tasks.

RK&K's history has encompassed all the disciplines necessary to successfully complete each of the design areas listed in the RFP. We are well versed in the areas of roadway, site development, drainage, environmental, utility and capital improvements projects. Additionally, we have provided design, analysis, inspection, and support services for numerous on-call engineering services type contracts statewide including the following current contracts in which we're providing similar services to the Counties of Chesterfield, Henrico, York and Orange and Cities of Charlottesville, Roanoke, Harrisonburg, Richmond, Alexandria, Fairfax, Virginia Beach and Norfolk.

We are proposing an engineering and architectural team led by professional engineers with extensive experience delivering task assignments under on-call contracts, making us knowledgeable of the responsiveness needed and type of services required on a contract of this nature. Our team will be dedicated to working with County representatives to identify workable and creative solutions to address current needs and establish a framework for accomplishing the County's goals for your projects.

If selected, we will provide the best possible advice and consultation within our authority and capacity as a professional engineer. Whether working on a pre-scheduled assignment or responding to emergency requests, our team is anxious to work with your representatives to address the County's engineering



consulting needs. Our work will not be completed until the County achieves an outcome for each task assignment that exceeds its expectations.

SERVICES RELEVANT TO THE CONTRACT

RK&K has tremendous experience in providing the services described in the RFP to support the County's General Professional Engineering & Architectural Contract. We offer the County all of these services and have provided descriptions of our specific expertise on the following pages. We are including subconsultants on our team offering architectural design and building evaluations (**Commonwealth Architects**), survey & easement plats (**H&B Surveying and Mapping**), landscape architecture & site planning (**Cite Design**), and utility design & solid waste facilities (**Schnabel Engineering**).

We have judiciously selected these firms based on our previous successful project engagements, their office location and their personnel's similar experience.

“Our work will not be completed until the County achieves an outcome for each task assignment that exceeds its expectations.”

4.2.3.2 SCOPE OF SERVICES

CIVIL ENGINEERING

RK&K provides a wide range of planning and design services for civil engineering, land and site development, stormwater infrastructure, water/sewer design, environmental and permitting services, survey, civil/site design and site plan reviews, landscape planning and design, geographic information system/asset management, construction management and inspection services as well as roadways, bridges, streetscapes, sidewalk/trails, structures, transit and roadway design. Our experience encompasses both rural and urban areas, as well as central business districts focusing on roadway, intersection and environmental impact projects which has given us the experience necessary to successfully complete this contract.

Site Plan Development and Requirements: Recognizing every site has unique characteristics and infrastructure needs. Our public and private sector clients rely on RK&K's creative solutions to expedite their land and site development projects. Whether a commercial, residential, institutional or local government project, we provide our clients with the full range of planning, engineering and environmental services needed to take a site from survey and right-of-way acquisition to construction oversight. We have a complete staff of engineers, landscape architects, surveyors and technicians who specialize in site and land development services.

Our project team will develop plans and designs in accordance with applicable local, state and federal regulations, laws, ordinances and requirements. These plans may include documents and drawings detailing the preliminary design, a traffic signal warrant analysis, environmental requirements and permit information, drainage calculations, noise study, construction documents and bid documents. Permit information will be clear and concise, and will be in pursuit of final approval if federal funding is required.

STORMWATER INFRASTRUCTURE

RK&K has extensive experience in drainage design, stormwater management and hydrology and hydraulics applications on projects throughout the Commonwealth.

Stormwater Conveyance Systems and Erosion and Sediment

Control: Our key staff has provided numerous drainage systems on municipal projects involving residential neighborhood flooding improvements, roads and bridges with overtopping conditions, converting open channel to closed channel systems and erosion and sediment control measures and adequate outfall calculations. We utilize state-of-the-art software programs to facilitate our designs such as WinTR-55 for small watershed hydrology determination, Bentley StormCAD, Flowmaster and ENSOFT programs for storm sewer and open channel drainage system designs, and WinHY-8 and Culvertmaster for culvert sizing. Furthermore, our team routinely develops designs using the guidelines and requirements of the VDOT Drainage Manual and the Virginia Erosion and Sediment Control handbook.

RK&K takes pride in the fact that we have staff members who are DEQ Certified Combined Administrators in Stormwater Management and Erosion and Sediment Control. We also have DEQ certified Stormwater Inspectors and DEQ certified Erosion Control Inspectors.

Stormwater Management Designs and Regulatory

Compliance: RK&K has experience implementing the specific stormwater management criteria that entails developing water quality treatment for projects that require VSMP/SWPP permitting and monitoring. Our stormwater experience also includes comprehensive stormwater management studies and designs incorporating the most progressive BMP technologies and LID practices available into our designs to meet the DEQ Runoff Reduction Method criteria. RK&K also assists various localities with a wide range of stormwater program planning and regulatory compliance within the Chesapeake Bay

4.2.3.2 SCOPE OF SERVICES



watershed. We have remained at the forefront of stormwater policy throughout the development of the Commonwealth's Chesapeake Bay TMDL Watershed Implementation Plan (WIP) being utilized as a framework for MS-4 permittees to develop individual TMDL Action Plans. Our past project experiences and continued involvement with stormwater policy industry groups such as ASCE Stormwater Committee and the Virginia Municipal Stormwater Association (VAMSA) keep us intimately familiar with current and forthcoming local, state and federal policies that are critical to Phase II MS4 permittees.

Floodplain Management: RK&K has extensive experience in hydrology and hydraulics related to flood prone areas and floodplains. Our staff includes Certified Floodplain Managers and are adept at working with FEMA regulatory requirements on development within floodplains and sizing waterway crossings to minimize floodplain impacts. The use of GIS/mapping data is integral to our evaluations to gain an understanding of watershed characteristics that affect hydrology computations and corrections for future development potential. Our experience is exemplified in our successful completion of numerous hydrologic and hydraulic studies that includes HEC-RAS / HEC-HMS for H&H and Floodplain Analysis; 2-Dimensional Hydraulic Modeling; FEMA Letter of Map Revisions (LOMR); Scour Analysis; and Dam Certification and Flood Inundation Mapping.

ENVIRONMENTAL ENGINEERING

RK&K's interdisciplinary team of environmental professionals maintain a constant focus on environmental issues and regulatory compliance requirements. We are vigilant about staying current with regulatory policy and pending changes, as they can have significant impacts on project feasibility, budget and schedule. Additionally, our environmental specialists offer creative and cost-effective solutions to often complex project conditions. With a widely recognized foundation in natural resources and due diligence evaluations, we offer a variety of services ranging from natural resource assessments to extensive planning for transportation projects. Our team investigates environmental solutions and sustainable alternatives to enhance projects and help our clients maneuver through complex permitting processes.

Stream Restoration and Natural Channel Designs: Our staff is trained in and uses multiple stream monitoring protocols in

“Our staff is trained in and uses multiple stream monitoring protocols in accordance with established federal, state, and local guidance, including ‘The Virginia Stream Restoration & Stabilization Best Management Practices Guide.’”

4.2.3.2 SCOPE OF SERVICES

accordance with established federal, state and local guidance, including “The Virginia Stream Restoration & Stabilization Best Management Practices Guide,” to assess the biological, chemical and physical parameters of stream reaches. Among these are scientists and engineers fully trained in the Rosgen Classification System (Levels I through IV) for natural channel design. These designs focus on restoration of plan, pattern and profile to degraded reaches to achieve specific design goals and mitigation requirements.

We are also well-versed in the four established protocols for obtaining pollutant and sediment removal rates for stream restorations outlined in the “Recommendations of the Expert Panel to Define Removal Rates for Individual Stream Restoration Projects,” which consists of (1) Prevented Sediment during Storm Flow, (2) Instream and Riparian Nutrient Processing during Base Flow, (3) Floodplain Reconnection Volume, and (4) Dry Channel Regenerative Stormwater Conveyance as an Upland Stormwater Retrofit.

Environmental Site Assessments: The RK&K team has experience with due diligence requirements and knowledge of federal, state, and local regulations to help the County manage specific environmental conditions that may be encountered on environmental engineering project sites. We have performed Phase I and II Environmental Site Assessments to determine the absence or potential the presence and extent of contamination. Hazards evaluated include soil, soil-gas and groundwater contamination resulting from the historical presence of petroleum products, metals, solvents, polychlorinated biphenyls (PCBs), pesticides, volatiles and other chemicals of concern. The team undertakes all environmental site assessments in accordance with applicable American Society for Testing and Materials (ASTM) standards. ASTM E1527 13 will function as the primary guidance document for this Phase I ESA. The purpose of the Phase I ESA will identify existing or historical recognized environmental conditions (RECs) that could impact soil, soil-gas



or groundwater within the proposed project limits of disturbance that could be mobilized during project construction.

Our team has prepared Phase III Feasibility Study and Remedial Design to help determine an effective approach to remediate a project site as well as perform asbestos and lead-based Paint investigations to identify the presence and location of asbestos and lead-based paint within structures affected by an environmental engineering project.

Permitting and Compliance: RK&K is knowledgeable in providing assessment and permitting services related to wetlands and waters as well as permitting related to construction work in or near Resource Protection Areas. Our staff is proficient in all aspects of the permitting process including agency coordination, natural resources assessments, impact analysis and compensation, and they have exceptional knowledge and experience in coordination of the US Army Corps of Engineers Jurisdictional Determinations process. RK&K has a solid reputation with agencies such as the Virginia Marine Resources Commission, Department of Environmental Quality, Department of Game and Inland Fisheries, Department of Historic Resources, US Fish and Wildlife Service and the US Environmental Protection Agency.

4.2.3.2 SCOPE OF SERVICES



Environmental Compliance Assistance: The RK&K team has experience in performing reviews during the project life cycle of project planning, preliminary engineering and project implementation/termination in order to provide recommendations to promote/maintain project compliance with environmental commitments from a project's regulatory clearances and permits. We develop and maintain an environmental commitment matrix to track and communicate the expectations of environmental commitments to the project team and the County. We will implement a quality assurance program for environmental commitments in a manner that promotes compliance with an environmental engineering project's specific environmental commitments.

Environmental Construction Inspections: RK&K evaluates contractor's and inspector's actions and provides corrective action recommendations to remain compliant while working under approved plan of operations for erosion and sediment controls, stormwater management, water quality permits, hazardous materials, cultural resources, threatened and endangered species, air quality, noise abatement, compensatory mitigation and ecological monitoring requirements. Following our reviews, we offer recommendations to the construction team to promote the delivery of a regulatory compliant project.

Wetland Mitigation: The RK&K team is also experienced in the compensatory mitigation process. We have completed wetland impact compensation site searches, as well as wetland

and stream mitigation designs, construction inspection for pre-, during- and post-construction and monitoring for numerous clients on a state wide level including departments of transportation in Virginia, North Carolina and Maryland. The team has experienced personnel to perform wetland ecological assessments using numerous recognized methods including the New England Method, the Hollands-Magee Method and the SCS method to determine the functions of impacted and constructed wetlands.

WATER AND WASTEWATER SERVICES

RK&K's experience relevant to the evaluation, planning, design and construction management of water supply, treatment, pumping, transmission and distribution systems has been documented during the past five decades at which time numerous water projects were placed into successful operation. Our projects have included new construction, rehabilitation, upgrading and expansion of water treatment plants, raw water intakes, pumping stations, transmission/distribution mains and storage facilities, including raw water storage reservoirs, and finished water storage tanks. Our team is involved in numerous studies to evaluate the adequacy and condition of existing facilities and to develop and evaluate alternatives for new facilities and best meet the current and future needs of water utilities.

Water Treatment Plants: Our water treatment plant experience includes the evaluation, pilot testing and design of new facilities

4.2.3.2 SCOPE OF SERVICES



and the rehabilitation, upgrade and expansion of existing treatment facilities ranging in size from small package plants to the 318-MGD Montebello Filtration Plant in Baltimore, Maryland. We have provided planning, regulatory analyses, vulnerability analysis, water quality analysis, design services, bid document preparation, cost estimating, permitting and funding assistance, troubleshooting and/or operational assistance for numerous types of water treatment processes.

Water Pumping Stations: Our experience in water pumping station planning and design has included horizontal split-case pumping facilities of single- and double-stage design with side and bottom suction configuration ranging up to 100-mgd in capacity, vertical turbine pumping facilities with both deep- and short-column settings, enclosed tube and open-shaft design, above- and below-floor discharge, and multiple stages ranging up to nearly 50-mgd in capacity; and vertical turbine booster pumps in enclosed “can” configurations with an aggregate station capacity of up to approximately 5-mgd. These stations have been designed for constant speed units of varying stepped capacities and for variable speed units of identical size. Controls included local manual on/off, telemetered remote manual on/off, and automatic on/off in response to ambient system pressures and/or elevated tank levels, with emergency pump-off override controls in response to low suction pressure, high discharge pressure, high bearing temperature or vibration

level, motor overcurrent and other salient parameters. Water hammer transients have been managed and attenuated through delayed opening/closure, cone or pump check valves, surge tanks, pressure relief valves or combinations of these devices.

Water Storage Tanks: RK&K’s specialized experience with water storage facilities includes the evaluation and design of elevated and ground-level storage facilities including prestressed-precast concrete, painted steel, glass-coated bolted steel, and composite material storage facilities; rehabilitation design or reinforced concrete storage facilities; and the design of foundations required to support these facilities. The sizes have ranged from 0.1- to 2.5-mgd. A number of these storage facilities have required specific consideration be given to site aesthetics because of their proximity to residential areas and Federal Aviation Administration (FAA) requirements due to proximity to airports. The capacities of many of these facilities have been confirmed by hydraulic computer modeling. We have participated in public relations/participation programs and assisted clients in public presentations by preparing informative and innovative visual aids.

Water Distribution System Modeling: Hydraulic modeling is a key tool in water system planning, analysis and design. We understand all aspects of water systems including transmission mains, pumping stations, rehabilitation of mains and pumping stations, storage analyses, water quality and field testing. Our

4.2.3.2 SCOPE OF SERVICES



field testing experience includes flow monitoring, pressure monitoring, water meter calibration, C-value testing, fire flow testing and pump testing. We can also provide hydraulic model creation, evaluations, and upgrades to investigate hydraulic capacity, rehabilitation alternatives, fire flow availability, storage analyses, future predictions, water quality issues, operational improvements and emergency scenarios.

Wastewater Collection Systems: The RK&K team has engineering expertise in providing sewer system evaluation, planning, and developing alternatives for rehabilitation and improvements. We have developed site-specific and cost-effective combined sewer overflow (CSO) management and wet-weather sanitary sewer overflow (SSO) elimination programs for a wide variety of municipalities and authorities in the Mid-Atlantic region. Sewer system evaluation and rehabilitation-related engineering services provided by RK&K include: CSO/O Inspections, Infiltration and Inflow Analysis, Financing Alternatives, Flow and Rainfall Monitoring, Consent Decree Compliance, System Planning/Design, Hydraulic Modeling, Public Participation Programs, Environmental Assessments and CMOM Programs

Wastewater Pumping Stations: Among the numerous wastewater pumping stations planned and designed by RK&K, there are examples high-, medium- and low-head facilities employing horizontal pumps, close-coupled and extended-shaft vertical pump configurations, submersible non-clog/grinder, dry-pit submersible pumping units, wet well mounted

self-priming pumps, horizontal split case, vertical turbine and submersible well pumps. Stations have been planned and designed for single-speed units of varying stepped capacities and for variable speed units using both variable frequency drive (VFD) and liquid rheostat control technology. Controls have included float, probe, static tube, air bubbler, and sonic sensing of wetwell levels for pump operating logic, with emergency pump-off override controls in response to low wetwell level, high bearing temperature or vibration level, motor overcurrent, and other operational parameters, with appropriate alarm and control telemetry. Water hammer transients have been managed and attenuated through controlled opening/ closure of cone, check and plug valves, surge chambers, surge relief valves, or combinations of these devices. Auxiliaries have included comminution, mechanical screening, grinders, grit collection and washing; oil accumulators and hydro pneumatic systems; compressed air, chlorine, and ferrous sulfate feed for hydrogen sulfide control; activated carbon and ozone air quality control; soil odor filters; packed tower chemical scrubbers; heating, ventilation, and dehumidification systems; emergency standby generators; and dual power supply systems.

Rehabilitation of Existing Pumping Stations: Many assignments entailed the examination, testing and evaluation of existing pumping stations and development of remedial designs for improvement, upgrade, relief or replacement.

4.2.3.2 SCOPE OF SERVICES

Wastewater Treatment Unit Process Design Experience:

Our team has experience in the use of physical, chemical and biological wastewater treatment unit processes needed for the required degree of treatment. We are well versed in the use of the unit processes of flow equalization, screening, grit removal and influent pumping systems preceding the ENR unit processes. Additionally, we have expertise in the use of suspended growth and attached growth biological processes, chemical addition, sedimentation and pumping systems used for ENR. We have experience with filtration, UV disinfection, post aeration systems used following the ENR systems and sludge processing systems.

Wastewater Treatment/Nutrient Removal: We provide planning, design and construction phase services, and design/build services, for BNR/ENR systems throughout the Mid-Atlantic region. Staff members have been responsible for nutrient removal designs since the inception of the Chesapeake Bay BNR program, ranging from the 0.15-MGD Elk Neck State Park WWTP to the Fauquier County WSA's 0.6-MGD Vint Hill Farms WWTP (expanding to 0.95 MGD) to the City of Baltimore's 180-MGD Back River WWTP. Several of RK&K's recent projects are designed to meet the stricter ENR water quality goals, and earlier projects were designed for the less stringent BNR goals.

Our services were provided for new facilities and many for retrofits of existing facilities using a wide variety of ENR/BNR process technologies. Our fundamental approach is to select and apply the most appropriate technology for a specific plant's needs rather than to use the same technology at each plant. We routinely integrate modern process control systems into the BNR/ENR process, as appropriate, for the treatment goals and client's resources. Our process control engineers are recognized for their expertise and their success. We emphasize listening to our clients and understanding their project goals. We understand the additional requirements for meeting the stringent ENR limits compared to BNR limits. This approach has resulted in successful projects for our clients.

TRANSPORTATION AND TRAFFIC ENGINEERING

RK&K provides complete transportation planning, highway design and engineering services to all levels of municipal and private sector clients. Our services range from the transportation planning of major bridges, highways and intersections to traffic impact analyses, signal design, sidewalk design and shared-use path and corridor and parking studies. Our transportation, planning and engineering team excels in resolving complex infrastructure and permitting challenges. Whether a local government client, developer or a state agency, we consistently produce innovative, safe and efficient designs to enable our clients to plan for the future.

Our services for rural and urban areas, corridors, central business districts and highway, bridge and railway projects have given us the experience necessary to become prequalified with multiple departments of transportation. RK&K's quality of engineering documents, thoroughness of planning evaluation and analysis and our flexible and open communication style has been touted by our clients as being the best among the best.



“RK&K provides in-house traffic data collections for traffic signal design services for state and local governments.”

4.2.3.2 SCOPE OF SERVICES



Additionally, our professional staff is knowledgeable of the many transportation guidelines and procedures to provide our clients with the critical expertise necessary to manage all elements of the planning, design and construction process. Our well-diversified staff includes engineers, planners, environmental specialists, surveyors, designers, CAD technicians, construction managers/inspectors, landscape architects, field and support staff.

Traffic Engineering: In the past decade, RK&K has completed more than 300 individual traffic engineering studies, data collection at over 400 locations and over 125 traffic designs under various open-end contracts. The RK&K name is synonymous with traffic engineering expertise in the mid-Atlantic region, including traffic studies and analysis, traffic device design, ITS design and traffic operations. RK&K has completed a wide range of traffic studies including data collection efforts (traffic counts, origin/destination, travel time/delay, transit ridership, pedestrian/bicycle volumes, traffic calming analyses; travel forecasting for planning and feasibility studies; small and area-wide demand models); operational and capacity analyses (intersections/interchanges, freeways/arterials, and roundabouts), multi-modal studies (intermodal transfer facilities, managed lanes and HOV corridors) and traffic impact studies (private developer TIS reviews and development of TIS reports).

Traffic Signal and Intersection Improvements: RK&K provides in-house traffic data collections to traffic signal design services for state and local governments, as well as private clients. Our services include traffic engineering and transportation planning studies, roundabout analysis and design, traffic signal design, pedestrian studies, intersection improvement design and data collection services.

We have completed numerous traffic signal design plans for projects throughout Central Virginia. Our designs include the consideration of many design elements, including: optimized signal timing plans, pedestrian movements, ADA compliance, use of various types of detection equipment and signal coordination and preemption requirements. Traffic signal design plans have been prepared for developers as well as for installation on VDOT improvement projects.

Inspections, Evaluations and Design of Bridges: RK&K's more than nine decades of infrastructure engineering history is a testament to the firm's ability to manage and perform bridge design and analysis. RK&K has a dedicated and knowledgeable structural department of more than 40 engineers and designers. The bridge engineers in this department provide the full range of services related to the design of new bridges and incidental structures, and the inspection, modification or rehabilitation of existing structures. The types of bridges have included steel and concrete shared use, highway, pedestrian and railroad structures in parkland, urban and rural settings.

4.2.3.2 SCOPE OF SERVICES



Given the emphasis on developing office practices, design aids, specifications, standard drawings and best practices manuals and documents, our team's engineers are experienced to research industry practices, analyze the findings, draft and develop design solutions and standard details.

Streetscape, Trails and Pedestrian/Bicycle Facilities: Our design team has an unprecedented breadth of experience in creating active, inviting and transformative urban streetscapes. We specialize in creating vibrant public realm environments that not only allow for safe pedestrian and bicycle traffic, while promoting these activities with ADA compliance. Our team of urban designers, landscape architects and planners understand that the careful integration of multi-modal transportation systems is critical to quality public realm design.

We have the ability to address every layer of a site and find creative ways to bridge the environmental, economic and social goals of a project through excellence in planning, design and implementation.

Utility Design and Coordination: RK&K has developed expertise in providing study, design, construction and project delivery for all aspects of water, wastewater and stormwater utility systems. Our in-house services encompass planning, preliminary engineering and studies for evaluation of alternate designs, final design, development of contract documents for new construction, rehabilitation, replacement and construction

inspection/administration services. We are experienced in designing utilities for public and private clients, and coordinating relocations with utility agencies including water, sanitary sewer, gas, petroleum, power, telephone, cable and fiber optic facilities. We are known for our comprehensive analysis of existing utility systems and the determination as to where utility conflicts exist with proposed construction.

CONSTRUCTION MANAGEMENT SERVICES

For more than 50 years, RK&K has provided construction management and construction inspection services for land development and roadway projects—ranging from a few thousand dollars to hundreds of millions of dollars. Our knowledgeable and experienced professionals profile diversified technical and management skills, along with a reputation for successfully delivering projects of various sizes and complexities—all with a keen eye on timelines, quality standards and project cost. Always keeping the channels of communications open, our on-site staff maintains contact with the owner and contractor; resulting in a project that is executed in the most efficient means possible, while maximizing safety, and minimizing errors and delays.

We often serve as the owner and/or client's agent and adviser from the initial design and development through the completion of the project. We provide site plans, perspective sketches, probably costs and schedules. As the development process

4.2.3.2 SCOPE OF SERVICES

progresses, we establish construction requirements, bid forms, schedules and costs while also securing applicable regulatory approvals. The goal of our construction management team is to provide our clients with assurance of a well-constructed design along with efficient problem solving in the field. Time is money in construction, and RK&K emphasizes the need to provide quick and effective solutions to any construction or design related problems that may occur.

SURVEYING SERVICES

H&B Surveying & Mapping, LLC (H&B) joins our team providing field survey services. Their team of professionals will use the latest technology available to help the County. H&B provides records research, title review, boundary/ALTA surveys, topographic and physical improvement surveys, route/corridor surveys, utility and roadway as-builts, 3D laser scanning services, utility and roadway layout, general construction layout, static GPS and network and local base RTK GPS. Project types include rural roadways, interstate highways, bridge structures, airports, storm and sanitary sewer facilities, parks, trails, wetlands, public space developments and facilities. **H&B and RK&K have worked together since 2011 on more than 30 projects.**

ARCHITECTURAL DESIGN AND BUILDING EVALUATIONS

Commonwealth Architects (Commonwealth) joins our team offering architectural design and building evaluation services. Their projects range from municipal parks and streetscapes to commercial/institutional sites and residential gardens. They offer a variety of landscape architectural services that enables their clients to fully explore the opportunities of their site and to see a clear design and implementation direction. Services range from a site consultation to full site analysis, site design, construction document preparation and construction administration through project completion.



RK&K and Commonwealth Architects frequently team together to deliver diverse projects for our private local, state and federal clients. As such, both firms are known for delivering final design documents that provide clear and well thought out designs and have managed the design, and overseen the construction of many streetscapes, trails and shared use paths in urban environments.

LANDSCAPE ARCHITECTURE AND SITE PLANNING

Cite Design joins our team offering landscape architecture and site planning services. The firm provides innovative design solutions and practical building experience for clients throughout the Mid-Atlantic. Cite Design believes that the quality of their surroundings is fundamental to the quality of our lives, at work, at home, or in public places. Their planning is generated by the material and spiritual needs of people, and by sensitivity to the unique physical context and culture of each place. This belief guides their firm, whether their staff is creating an event venue, a neighborhood or an entire community. **For most of its history, Cite Design has collaborated with RK&K for engineering services.**

4.2.3.2 SCOPE OF SERVICES



GEOTECHNICAL ENGINEERING, SOIL SCIENTIST SERVICES AND SOLID WASTE FACILITIES

Schnabel Engineering (Schnabel) joins our team offering geotechnical engineering services. They will also be providing solid waste facility services. Schnabel's specialized services include geotechnical and geostructural engineering, as well as environmental services, dams, slopes, hazardous materials, groundwater, geophysical and geosciences services, construction monitoring and resident engineering. Schnabel's geostructural design specialists develop documents for projects such as ground improvements, excavation, roadway, bridges and tunnels, parks, trails, pedestrian, and bicycle facilities and specialty foundations.

Schnabel Engineering and RK&K have enjoyed a successful working relationship for over 25 years where Schnabel has provided geotechnical design and/or construction phase services on assignments.

PUBLIC PARTICIPATION

The success of any project can be strongly affected by the perception and beliefs of the public. Public Involvement is always an important aspect of our projects, and RK&K has found that the key to a successful public presentation, meeting or hearing is to know the subject in extreme detail. We routinely coordinate public information and develop outreach strategies for numerous projects during the evaluation, design and construction phases. Our coordination of meetings has ranged from one-on-one discussions with adjacent property owners to conducting hearings with several hundred people in attendance for local and state governments.

4.2.3.3 OVERVIEW

FIRM HISTORY

The firm employs a well-diversified staff of engineers, construction managers, inspectors, planners, environmental specialists, surveyors, designers, draftsmen/CADD technicians, GIS specialists and support staff. The staff includes 65 licensed professional engineers and 86 construction management and inspection personnel in our four Virginia offices.

RK&K is familiar with the local, state and federal codes, rules, regulations, ordinances, specifications, policies and procedures governing the anticipated work and will comply as required. Through our work on similar projects for other municipalities in the Commonwealth of Virginia, we have had regular interface with VDH, DEQ and DCR. In other instances, we have interfaced with the Army Corps of Engineers and EPA. We will, in every instance, perform the required engineering services specific to each project in accordance with generally accepted professional standards, sound engineering judgment and in accordance with the County's standards in the preparation of studies, reports, preliminary investigations and contract documents. We will also coordinate with all involved stakeholders as required.

PROJECT MANAGER

The RK&K team will collaboratively work with representatives from the County to deliver a cost-effective, detailed design for each project that fits the specific needs of the County. We offer the County an integrated project approach that begins with working closely with your representatives to comprehend a full understanding of the goals of each project task. This interactive and collaborative process will be led by **Mr. Malachi Mills, PE, the Project Manager** for this contract. Mr. Mills will serve as the primary liaison and manage all task orders assigned for this contract. He will make sure that consensus is reached at each phase and that the design solutions we develop are responsive to the County's goals and project task needs.

Mr. Mills is experienced in managing similar on-call projects of various sizes and complexity. He and our team have successfully completed multiple simultaneous tasks by assigning Task Managers for each assignment responsible for execution of technical efforts by a dedicated design team. At the beginning of each assignment, Mr. Mills will identify the team that best aligns with the scope of work for that particular task assignment, whether an individual or a multi-disciplinary team. He will also assist the Task Project Managers to oversee the day-to-day management and completion of all task assignments.

OFFICE LOCATION

Our project team is dedicated to meeting your milestones for the successful completion of every project assigned under this contract. **We will base this contract out of our Richmond office**, however our team will have the full support of our entire firm, which consists of locations throughout the Mid-Atlantic and Southeastern regions and includes almost 1,200 professionals.

Our Richmond office has an approximate staff of 80 and is located at 2100 East Cary Street, Suite 309, Richmond, VA 23223.



4.2.3.3 OVERVIEW

RK&K'S IN-HOUSE SERVICES

Water Distribution & Wastewater

Collection

- Pump Station Design
- Electrical & Control Systems
- Startup & Commissioning
- Corrosion Protection System Evaluation & Design
- Utility Infrastructure Planning
- Water & Sewer Pipeline Design
- Pipeline Rehabilitation
- Trenchless Technologies

Water Supply & Storage

- Water Storage Tanks
- Raw Intake Design

Private Utilities

- Power, Gas & Communications
- Corrosion Protection System Evaluation & Design

Water & Wastewater Treatment

- Electrical & Control Systems
- Water Treatment
- Wastewater Treatment
- Sludge/Residuals Management
- Operation and Maintenance Support
- Startup & Commissioning

Stormwater Resources

- Stormwater Management/BMPs
- Stormwater Drainage Systems
- Stormwater Quality

Civil/Site Development

- Master Plans
- Site Grading
- Utility Connection/Location
- Access Roadway Design
- Parking Lot Layout
- Stormwater Management
- Feasibility Studies

Transportation Engineering

- Interstate/Interchanges
- Streetscapes
- Multi-Modal Studies
- HOV Studies
- Pedestrian/Bicycle Facilities
- Toll Facilities/Express Toll Lanes
- ADA Design

Transportation Planning

- Corridor Study Alternatives
- Multi-Modal Studies
- HOV/HOT/TOLL Studies
- Geometric & Traffic
- NEPA Documents
- Public Involvement

Traffic Engineering

- Capacity/Operations Analysis
- Simulation Modeling
- ITS Design
- Traffic Signal System
- Travel Demand Forecasting

Structures

- Bridge Structure Design
- Bridge Rehabilitation
- Bridge System Preservation

Construction Management

- Program Management
- Construction Inspection
- Contract Administration
- Materials Testing
- Contract Closeout

Construction Engineering

- CPM Scheduling
- Claims Analysis
- Issue Resolution
- Cost Estimates
- Computerized Project Controls

Hazardous Waste

- Environmental Site Assessments
- Remediation Planning & Design
- Underground Storage Tanks
- Spill Plans
- Regulatory Compliance Audits

Environmental

- Stream Restorations
- Natural Environmental Analysis
- Wetland Mitigation
- Environmental Permitting

Geotechnical Engineering

- Geological Reconnaissance
- Soil Surveys & Foundation Investigations
- Geotechnical Reports
- Instrumentation
- Ground Modifications

4.2.3.3 OVERVIEW

KEY PERSONNEL

The Key Personnel selected for this contract offer extensive and diversified engineering planning and expertise. Our project team structure demonstrated on the organization chart on the following page allows management to take an active technical role in all projects, providing additional valuable expertise during studies, conceptual design and complex final design stages. This involvement also allows for identification of critical issues early in a project, efficient management of your projects, and timely completion of each assignment. Our team will remain consistent for the duration of this contract.

The County of Fluvanna will have the full support of our entire firm's resources that will be available, as needed, to meet any extraordinary schedule requirements, or to assist with special project tasks to successfully complete each task assigned. Each team member has been selected because they bring the necessary experience and technical "know-how" required for the success of each project under this contract.



Mr. Malachi Mills, PE will serve as the Manager for this contract. He has 35 years experience in diverse site land planning and civil design projects. His design input has been from project inception completing initial land planning layout, rezoning and/or

special use permitting process to field wetland delineation to impact/preservation permitting of environmental areas. Project designs include overall master-planning of project buildout/phasing for hydrologic and hydraulic analysis for stormwater detention and Best Management Practices for stormwater quality to hydraulic analysis for sanitary sewer system and public water distribution system extensions, to mass grading excavation and land disturbance/erosion control management planning and design.



Mrs. Miriam Kronisch, PE, CCM will serve as the Partner-in-Charge on this contract. She is responsible for oversight on many of RK&K's contracts involving management of comprehensive engineering and construction management

assignments. She also provides strategic direction, resource allocation support, and quality control for RK&K's operations in Virginia, DC, North Carolina and Florida. Previously she served as Senior Director overseeing RK&K's Virginia operations, and a staff of over 180 planners, roadway designers, traffic engineers, water resource engineers, water and wastewater engineers, and construction management and inspection staff. She has 22 years of experience as a Project Engineer, Project Manager and Director for transportation projects throughout Virginia, Washington, D.C., and Maryland.



Mr. Owen Peery, PE will serve as the QA/QC lead for this contract. He leads RK&K's transportation efforts throughout Virginia and has been the project manager and lead project engineer for a large number of transportation and civil engineering

projects. His responsibilities include management of in-house engineering and administrative staff, client and owner/agency coordination, the direction of design by in-house staff and subconsultant personnel, public interaction including public hearings and workshops, and the management of budgets and schedules. Mr. Peery's specific design experience includes the layout and design of urban and rural freeways, roadways, streets, interchanges, at-grade intersections, civil-site plan coordination and design, drainage and stormwater design, erosion and sediment control quantities, estimates and specifications.

4.2.3.3 OVERVIEW



4.2.3.4 RESUMES



MALACHI MILLS, PE

CONTRACT MANAGER

YEARS OF EXPERIENCE: 35



EDUCATION

- o BS, Civil Engineering, Virginia Military Institute, 1983



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1989 (#040219880) also in MD



PROFILE

Mr. Mills has 35 years experience in diverse site land planning and civil design projects. His design input has been from project inception completing initial land planning layout, rezoning and/or special use permitting process to field wetland delineation to impact/preservation permitting of environmental areas. Project designs include overall master-planning of project buildout/phasing for hydrologic and hydraulic analysis for stormwater detention and Best Management Practices for stormwater quality to hydraulic analysis for sanitary sewer system and public water distribution system extensions, to mass grading excavation and land disturbance/erosion control management planning and design.



WORK EXPERIENCE

New Service Area Evaluation, Prince George County, VA: Site Engineer to evaluate a new water and sewer service area for the County. This project includes an evaluation of approximately 700 acres that the County would like to develop for commercial and industrial purposes. The evaluation included a proposed lot layout, water and sewer demand projections, preliminary water and sewer infrastructure layout, and preliminary evaluation of existing City of Petersburg infrastructure. The lot layout was prepared by our Site Development group and incorporated wetlands limits, the current storm water management regulations, building setback requirements and a typical road network.

Annual Engineering Services and Construction Related Non-Professional Services for the City's Capital Improvement Plan, City of Richmond, VA: Site and Civil Engineer for multi-year on-call contract to provide professional design experience in the Design and Construction Administration of Capital Improvement and Emergency Funded projects. Projects are developed utilizing the City of Richmond Standards; Virginia Department of Transportation's standards, policies and procedures; AASHTO and FHWA's guidelines as deemed applicable. Multiple task orders have included multi-purpose trail design projects including the Forest Hill Park Pedestrian Trail Restoration, Dock Street Sidewalk Trail and Whitehead Road Pedestrian Study.

Engineering and Construction Engineering Inspection Services for Transportation Projects, Chesterfield County, VA: Civil and Site Design Task Leader on contract for professional engineering, and construction engineering inspection services for road construction and related projects as related to sidewalks, trails, turn lanes, shoulders, additional travel lanes, adjustments to traffic signals, realignment of curves, drainage improvements, new roadway alignments and interchange modifications for both secondary roads, primary roads and interstate highways throughout the County.

4.2.3.4 RESUMES



MIRIAM KRONISH, PE, CCM

PARTNER-IN-CHARGE

YEARS OF EXPERIENCE: 22



PROFILE

As Partner, Ms. Kronisch is responsible for oversight on many of RK&K's contracts involving management of comprehensive engineering and construction management assignments. She also provides strategic direction, resource allocation support, and quality control for RK&K's operations in DC, Virginia, North Carolina and Florida. Previously she served as Senior Director overseeing RK&K's Virginia operations, and a staff of over 180 planners, roadway designers, traffic engineers, water resource engineers, water and wastewater engineers, and construction management and inspection staff. She has over 22 years of experience as a Project Engineer, Project Manager and Director for transportation projects throughout Washington, D.C., Maryland, and Virginia. She began her career working for a heavy civil contractor, managing roadway and bridge construction projects. In 2002, she joined RK&K's transportation design group performing roadway and signal design for VDOT and localities in Virginia.



EDUCATION

- o BS, Civil Engineering, George Washington University, 1997



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, (#0402 038207) also in DC, FL, SC, NC and GA
- o Certified Construction Manager, National Designation, (#A1275)



WORK EXPERIENCE

VDOT, On-Call Engineering Services, Prince William County, VA: Partner-in-Charge responsible for coordinating and providing consultant staff to Prince William County in support of their construction program. RK&K is providing the County with Construction Managers, Office Engineers, and Certified Inspectors on many large roadway and bridge projects. In addition, Ms. Kronisch and her team recently provided a detailed constructability and bidability review for the upcoming Minnieville Road Widening Project. Comments from this review were shared with the Designer of Record and are currently being incorporated into final plans.

On-Call Civil Engineering Contract, Loudoun County, VA: Partner-in-Charge for the implementation of the engineering services during planning, design, permitting, bidding, construction, and operational phases. Led and provided quality assurance for the development and revision of existing and new water/wastewater specifications. Led tasks to provide independent cost estimates for various designs prior to finalizing plans/project budgets.

Transportation and Urban Planning, Design and Engineering Task Order Contract, Fairfax County, VA: Partner-in-Charge of the planning, alternatives and preliminary design services provided by RK&K for planned improvements of Braddock Road, extending from Guinea Road to I-495. The task includes analyzing an array of roadway improvement options, including general-purpose lanes, HOV lanes, HOT lanes and transit options.

4.2.3.4 RESUMES



OWEN PEERY, PE

QA/QC

YEARS OF EXPERIENCE: 32



EDUCATION

- o BS, Civil Engineering, Virginia Military Institute, 1983



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2009 (#04020458812) also in MD



PROFILE

Mr. Peery leads RK&K's transportation efforts throughout Virginia and has been the project manager and QA/QC engineer for a large number of transportation and civil engineering projects. His responsibilities include management of in-house engineering and administrative staff, client and owner/agency coordination, the direction of design by in-house staff and subconsultant personnel, public interaction including public hearings and workshops, and the management of budgets and schedules. Mr. Peery's specific design experience includes the layout and design of urban and rural freeways, roadways, streets, interchanges, at-grade intersections, civil-site plan coordination and design, drainage and stormwater design, erosion and sediment control quantities, estimates and specifications. His specialized experience is in the design of urban and freeway facilities and the extensive inter-agency, stakeholder, utility and owner coordination required with urban improvements. He has managed approximately 100 VDOT projects or assignments over the past 15 years.



WORK EXPERIENCE

Annual Term Engineering and Construction Services Contract for Transportation Services, Chesterfield County, VA: Quality Assurance/Quality Control Engineer on the contract for professional engineering, and construction engineering inspection services for road construction and related projects as related to sidewalks, trails, turn lanes, shoulders, additional travel lanes, adjustments to traffic signals, realignment of curves, drainage improvements, new roadway alignments and interchange modifications for both secondary roads, primary roads and interstate highways throughout the County. Work has included traffic engineering and signal warrant analysis for new signal installation adjacent to the Magnolia Green development, construction inspection of new sidewalks along Belmont Road, widening of eastbound Route 360 and new pedestrian facilities along McRae Road.

Annual Civil Engineering Services Contract, City of Charlottesville, VA: Quality Assurance/Quality Control Engineer on contract leading 88 engineering studies and design efforts. Project have been of varying scopes including traffic calming studies for the Woolen Mills and Locust Grove neighborhoods, various studies and streetscape designs for the Downtown Mall Crossing, US 29 / US 250 Corridor Study, Kroger Dominion Virginia Power Traffic Impact Study, and multiple capital improvements projects (CIP) for improvement to sidewalks, crosswalks, drainage and traffic.

4.2.3.4 RESUMES



NATHAN RASNICK, PE

TASK MANAGER: SITE DESIGN/
TRAFFIC/ TRANSPORTATION

YEARS OF EXPERIENCE: 10



EDUCATION

- o BS, Civil Engineering, Virginia Military Institute, 2007



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2015 (#0402052221)



PROFILE

Mr. Rasnick has 10 years of experience in site plan and roadway design. The projects range from shared-use paths to medical office developments and urban streetscapes utilizing both Microstation V8i and Autocad Civil 3D. His design input has been from preliminary land planning layouts to final drainage and stormwater design, water and sanitary sewer design, and erosion and sediment control design. He has been an engineer on numerous projects for site plan approval and special use/provisional use permitting, being responsible for design/construction documents to permitting and through project administration and construction.



WORK EXPERIENCE

1801 E. Commerce Road Renovation, City of Richmond, VA: Task Manager for the redevelopment plans to consolidate the City's storm and wastewater laboratories. This plan called for demolition of two existing storage sheds and the removal of all existing exterior parking and access/sidewalk areas. Provided parking, access drives, utility adjustments, erosion and sediment control and stormwater management.

OrthoVirginia at Memorial Regional Medical Center, Hanover County, VA: Task Manager for a 3-story 64,000 SF Medical Office situated on ±4.5 Acres. Site plan design included site layout, utility connections, grading, and erosion and sediment control. Stormwater management design required the runoff from our site to be discharged to an existing dry pond that was to be extensively modified for additional flows.

Ann Hardy Park Plaza and Community Center Renovations, City of Richmond, VA: Task Manager for improvements to park including an entry plaza and parking area, renovation/ replacement at the "tot lot", renovation of basketball and tennis courts, installation of a small splash pad, small picnic shelter areas, a walking trail, an outdoor theater space, interior improvements to the Community Center as well as general park and landscaping improvements such as trees, benches and lighting upgrades. RK&K will provide site related design services for grading, stormwater conveyance, erosion control, parking plan and access. The extension of public utilities for sewer and water and electric services will be required as part of this task assigned by the City.

4.2.3.4 RESUMES



JEFF KAPINOS, PE

TASK MANAGER: WATER/
WASTEWATER

YEARS OF EXPERIENCE: 31



PROFILE

Mr. Kapinos is the Senior Manager of Municipal Engineering and has more than 31 years of experience that includes management, operations, design and construction services experience for a variety of municipal infrastructure and water/wastewater assignments. His career has involved all aspects of project planning and design, including feasibility studies, design, construction plans and specifications, cost estimating, construction administration and construction inspection/engineering. His project experience includes water and wastewater treatment, water distribution and storage, wastewater collection and pumping stations, stormwater management and drainage and general site development.



WORK EXPERIENCE

Zion Crossroads Water and Wastewater Services PER, Fluvanna County, VA: Project Manager for a Preliminary Engineering Report (PER) that provided a water and wastewater master plan for a service area of approximately 5,000 acres and is the basis for this Request for Proposal (RFP). This Study included the necessary mapping, figures, demand projections, water modeling, storage analysis, preliminary engineering, and cost estimates for the County to review short and long term options for logically moving forward with infrastructure improvements in this area. Attended meetings with County staff and presentations to the Board of Supervisors.

LocNFest Water System Design, Nelson County, VA: Design Engineer and Project Manager for project that required approximately 6,000 linear feet of 2-inch and 3-inch waterline, three new wells, a booster station building and 50,000 gallon ground storage tank. The system provides potable water during the four day music festival that attracts up to 30,000 people per day. The system can also provide water throughout the year for other events.

Route 29 Water and Wastewater Improvements, Nelson County, VA: Design Engineer/Project Manager for multiple projects including a new 0.22 MGD SBR wastewater treatment plant, over 25,000 LF of water and sewer force main along Route 29, a dual stage suction lift pump station, a new 0.5 MG ground storage tank, a new well facility, and an industrial park access road. The project was funded by USDA Rural Development loans and grants.



EDUCATION

- o MS, Environmental Engineering, Virginia Tech, 1992
- o BS, Civil Engineering, Virginia Tech, 1986



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1991 (#0402021876)
- o Professional Waterworks Operator, Class 3 (#1955001262)

4.2.3.4 RESUMES



CHRIS MULLIGAN, PE

CIVIL/SITE DESIGN

YEARS OF EXPERIENCE: 25



PROFILE

Mr. Mulligan collaborates directly with engineers from our Land Development Sector to prepare engineering and design documents according to the scope-of-services for civil/site development projects. He is highly experienced in formulating and implementing strategic designs to transform ideas and concepts into a reality using various computer-aided drafting (CAD) systems, as well AUTO CAD CIVIL 3D. Mr. Mulligan has over 25 years of land development experience and his expertise is focused on master planning, sustainable stormwater management & earthwork strategies, including mass grading and multi-phased drainage solutions that incorporate hydrologic and hydraulic analysis for current water quantity compliance and best management practices.



WORK EXPERIENCE

New Town, City of Williamsburg, VA: Civil Engineer for the 365 acre New-Urbanism community with approximately \$1M sf of commercial space and 1,000 traditional homes. Responsible for site and subdivision plans, including road and utility improvements, drainage, stormwater management and analysis. The project is the result of a unique joint venture between The Endowment Association of the College of William & Mary and C.C. Casey Limited Company.

Colonial Heritage Subdivision, James City County, VA: Civil Engineer for this award winning, Golf Course community for ages 55 and over. Responsible for subdivision, planning and engineering efforts to include bulk grade and multi-phased erosion control plans for implementation of an overall utility master plan and numerous construction plans for various subdivision sections and phases, the focus of which was an Arthur Hill's premier golf course supporting this 1,800+ gated home community. Also worked to provide an Overall stormwater management strategy, which included both water quality & MS-19 solutions for compliance.

Dunkin Donuts, City of Williamsburg, VA: Civil Engineer responsible for ADA accessible Layout & Design of 2,000 sf drive-in facility with adjacent retail to meet latest stormwater management discharge regulations.

Fords Colony, City of Williamsburg, VA: Civil Engineer for the 3,000-acre, semi-private, resort with an award winning, 54-hole golf course and nationally renowned retirement community. Provided engineering layout, support and computational information for developed site drainage and accompanying storm sewer and drainage outfall sustainability.



EDUCATION

- o BS, Mechanical Engineering, Old Dominion University, 1993



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2004 (#0402031672)

4.2.3.4 RESUMES



BILL JOHNS

CIVIL/SITE DESIGN

YEARS OF EXPERIENCE: 52



EDUCATION

- o Coursework, Engineering Studies, VCU
- o Coursework, Project Management, University of Richmond
- o Coursework, Surveying, Richmond Mechanics Institute and J. Sargent Reynolds



PROFILE

Mr. Johns has 52 years of experience in civil engineering, land planning and surveying for projects in the Virginia Region. His experience in both private and public sector work has includes transportation, stormwater system, sanitary system, water systems, treatment facilities, school projects, retail facilities, residential developments, and redevelopment of power plant facilities. Mr. Johns has assisted private developments and public localities from project inception to the final construction completion. His design and review experience has incorporated every aspect of civil engineering that provides a broad spectrum of engineering services



WORK EXPERIENCE

Coopers Tavern Road Center at Patriots Landing, New Kent County, VA: Site Design consultant in charge of a multi-tenant center civil site layout design incorporating Pedestrian connectivity with in and around the proposed building and provides connectivity to the adjacent developments of Patriots landing along with the streetscape and pedestrian trail along US Route 60 (Pocahontas Trail).

Salisbury Village, Headquarters for the Virginia State Golf Association, Chesterfield County, VA: Site Design consultant for the site plan of a building for the VA State Golf Association. This site plan was designed to fit into the existing Salisbury Village Complex and blend with the Colonial Williamsburg "Design of Development."

Richmond Road Shops, City of Williamsburg, VA: Site Design consultant for this small site of multiple shops on Richmond Road at the intersection of Mount Vernon Ave. Even though the site is only 0.60 acres in size it has incorporate Pedestrian/ Bikeway connectivity for cross connection to Mount Vernon Avenue and the Walgreen to the east and the future uses to the west. This streetscape multi-use trail has also incorporated into the site an 8 post and ring Public Bike rack and staging area that will be utilized by area residents and the college of William and Mary students. The civil site component included storm water detention provided underground to facilitate the use of extensive landscaping within the project limits.

4.2.3.4 RESUMES



JEFF KUTTESCH, PE, PTOE

TRAFFIC IMPACT ANALYSIS & SIGNALS

YEARS OF EXPERIENCE: 12



PROFILE

Mr. Kuttesch, a Project Manager in RK&K's Transportation Department, has been involved in traffic engineering projects for various state and local transportation agencies, including the Virginia Department of Transportation. He provides traffic analysis services throughout the Commonwealth. His expertise includes travel demand forecasting, capacity analysis (including roundabouts), microsimulation, accident analysis, and traffic impact analysis. He has experience with the following traffic engineering software packages: SIDRA, SYNCHRO, CORSIM, HCS, and VISSIM. He also has experience in the development of Interchange Justification / Modification reports; for many of these efforts, he has worked closely with roadway design staff from different engineering firms to screen and select alternatives and document the operations and geometrics of the proposed interchange improvements.



EDUCATION

- o MS, Civil and Environmental Engineering, Virginia Polytechnic Institute and State University, 2004
- o BS, Civil and Environmental Engineering, Virginia Polytechnic Institute and State University, 2003



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2010 (#0402047612) also in MD and NC
- o Professional Traffic Operations Engineer (PTOE), 2009



WORK EXPERIENCE

North Main Street Improvements (Route 460), Town of Blacksburg, VA: Traffic Engineer providing traffic engineering support for the design of roadway improvements along North Main Street in Blacksburg, Virginia, directly adjacent to the campus of the Virginia Tech. Led a significant data collection effort, including numerous turning movement counts and pedestrian counts, along the corridor. Conducted detailed capacity analyses of roundabouts and other intersection treatments, and worked to develop a VISSIM model of this 0.5-mile segment of North Main Street for use in operations analysis of the full set of proposed improvements. Given the high level of pedestrian activity along the corridor, the preferred design includes numerous pedestrian safety features.

Riverland Road Improvements, City of Roanoke, VA: Traffic Engineer analyzing operations of a 0.5-mile segment of Riverland Road including an existing signalized intersection and a proposed roundabout. The analysis included an evaluation of potential interaction between queues from the signalized intersection and the roundabout, located approximately 600 feet away. Prepared a technical memorandum documenting the operations of the roundabout and the signalized intersection and included recommendations for signal timing and phasing at the signalized intersection. Software utilized included SYNCHRO, SimTraffic, and SIDRA.

4.2.3.4 RESUMES



BRIAN REVELS, PE

TRAFFIC IMPACT ANALYSIS & SIGNALS

YEARS OF EXPERIENCE: 17



PROFILE

Mr. Revels has 17 years of experience in the field of transportation engineering encompassing a diverse range of tasks including traffic engineering, traffic analysis, traffic design, transportation planning, traffic calming, transportation safety, and pedestrian and bicycle analysis and design. He has a strong depth of experience managing and working on multiple on-call tasks for municipal, state, institutional, and private clients throughout Virginia where he has coordinated efforts regarding TMP, work zone safety, construction traffic analysis, MOT operational issues, and conveys traffic impacts.



WORK EXPERIENCE

Reynolds Crossing One at Bon Secours Heart Institute, Henrico County, VA: Traffic Engineer that provided traffic analysis for the design plan that provides site layout, utility extensions, grading and design for this office-use project. The site will include a four-story, 110,000 SF professional/medical office building. This project is part of a phased, 60-acre site and includes ALTRIA and ALCOA corporate headquarters.

Staples Mill Marketplace Planning and Staples Mill Commercial Development, Henrico County, VA: Traffic Engineer for approximately 35 acres retail shopping center. Design plan includes a Target Store with several national mid-sized retail users. Project also provides multiple outparcel development for national franchise users. This center's traffic impact required full lane widening and median improvements, as well as coordination of new traffic signalization with VDOT on Rt. 33 (Staples Mill Road). Additional turn lane improvements were also required.

Traffic Signal Design and Modernization, City of Richmond, VA: Traffic Engineer responsible for performing complete traffic signal design services at 32 urban intersections including development of signal, signing and pavement marking plans, quantity summaries, engineering cost estimates, contractor bid tabulations, VDOT environmental documentation (NEPA/SERP), and VDOT design waivers. RK&K worked closely with the City throughout the design process and navigated our client through the VDOT plan review procedures. Delivered complete traffic signal plans including quantity summaries and engineering cost estimates, signal equipment upgrades, upgraded ADA-compliant curb ramps and sidewalks, signing plans, pavement marking plans, signing details, utility-conduit crossing profiles, and maintenance of traffic / sequence of construction notes.



EDUCATION

- o MS, Civil Engineering, Transportation, University of Virginia, 2000
- o BS, Civil Engineering, University of Delaware, 1998



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2002 (#0402040138)
- o Traffic Control Design Specialist, Traffic Engineering, 2009 (#00243591)
- o VDOT Advanced Work Zone Traffic Control Training, Traffic Engineering, 2009 (#032409017)
- o VDOT Guardrail Installation Inspector

4.2.3.4 RESUMES



JIM DURBIN, PE, LEED AP

ROADWAY DESIGN

YEARS OF EXPERIENCE: 20



PROFILE

Mr. Durbin has 20 years of combined experience in civil design and management of transportation projects, site land planning and development and general construction. His design input has been from project inception, completing initial land planning layouts, layout of horizontal and vertical alignment for roadways, drainage and stormwater design, water and sanitary sewer design, erosion and sediment control design. He has been lead engineer on numerous projects for roadway and site plan approval, permitting, being responsible for design/ construction documents to permitting and through project administration and construction. His management and design experience has involved interfacing with federal, state, and local government agencies throughout design and construction stages.



EDUCATION

- o BS, Civil Engineering, Old Dominion University, 1993



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1999 (#0402031729)
- o LEED AP, 2009



WORK EXPERIENCE

Richmond-Henrico Turnpike Widening, Henrico County, VA: Senior Roadway Engineer for a task to develop conceptual design plans, cost estimates, and a detailed project schedule for a proposed Smart Scale project to widen 1.7 miles of Richmond-Henrico Turnpike in Henrico County. The project also included pedestrian enhancements (shared use path and sidewalks).

Route 250 Bypass Interchange at McIntire Road, City of Charlottesville, VA: Senior Roadway Engineer assisting with the compilation and development of construction specifications for this \$30-million interchange project. Work also involved the coordination of landscaping design with final roadway plans and consistency of denoting and estimating items shown on the landscaping plans and roadway plans. This project is being designed for Charlottesville as part of VDOT's Urban Construction Initiative (UCI) program. (Project Total: \$32M, Fee: \$5.3M)

I-64 Southside Widening & High Rise Bridge, Phase 1, City of Chesapeake, VA: Senior Roadway Engineer responsible for design and development of roadway plans for I-64 east of the High Rise Bridge. Work for this \$480-million project included interstate design, interchange design and urban roadway design. This Project included the widening the existing interstate from four lanes to six lanes and accommodates General Purpose lanes and HOT/HOT lanes. Project involved the coordination with multi-disciplines including bridge design, retaining walls, ITS installations, traffic engineering and environmental permitting.

4.2.3.4 RESUMES



RYAN MASTERS, PE, DBIA

ROADWAY DESIGN

YEARS OF EXPERIENCE: 19



EDUCATION

- o BS, Civil Engineering, Virginia Polytechnic and State Institute, 1998



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2003 (#0402038025)
- o Design Build Institute of American Certified (DBIA)
- o Advanced Work Zone Traffic Control Certification, 2013
- o Transportation Project Management Institute (TPMI), 2010



PROFILE

Mr. Masters is a Project Manager with RK&K and his responsibilities include the development of preliminary and final roadway designs including Striping, Signing and TMP plans. His specific experience includes the development of horizontal and vertical alignments using MicroStation, AutoCAD, Geopak, IGRDS, and Eagle Point. He has a working knowledge of VDOT's policies and procedures and the VDOT Road & Bridge Standards and Work Area Protection Manual as well as FHWA and AASHTO design guidelines.



WORK EXPERIENCE

VDOT, 10th Street Reconstruction, City of Roanoke, VA: Roadway Engineer responsible for development of roadway design and traffic control / TMP for Preliminary Design and Public Involvement on two adjacent urban projects totaling 1.6 miles. The project improves roadway geometry, drainage and stormwater management while minimizing property impacts.

VDOT, Givens Lane Widening and Progress Street Extension, Town of Blacksburg, VA: Roadway Engineer responsible for development of ROW and Construction plans on an urban widening project that included two roundabouts for traffic calming along with bike lanes and wide sidewalks. The plans included roadway, traffic, drainage, stormwater management, structural, geotechnical, construction phasing, right of way and public involvement elements. The TMP consisted of a series of road closures and detours to divert traffic around construction.

VDOT, Middle Ground Boulevard, City of Newport News, VA: Roadway Engineer responsible for developing 30% Design Build plans for 1.2 miles of this divided urban minor arterial on new location. The project included four signalized intersections, a 300 foot bridge over the Norfolk Southern Railroad, sound barrier wall, major utility relocations, and extensive coordination with VDOT and the City.

Route 155 (Courthouse Road), New Kent County, VA: Roadway Engineer responsible for developing plans and estimate for the 1.7 miles of resurfacing and shoulder widening on this rural minor arterial roadway. The project's emphasis was on improving bicycle and pedestrian safety while minimizing impacts.

4.2.3.4 RESUMES



MIKE HOGAN, PE
STORMWATER

YEARS OF EXPERIENCE: 19



PROFILE

Mr. Hogan has more than 19 years of experience in the field of water resources with an emphasis on drainage and stormwater engineering on transportation and municipal improvement projects. His experience also includes phased erosion and sediment control plans, designs for drainage conveyance systems, stormwater management facilities, design of projects involving wetland delineation and mitigation, preparation of plans and permit applications to meet environmental requirements for agencies such as USACE and DEQ, and plan reviews. Mr. Hogan is well versed and practiced in the Virginia Stormwater Management Regulations and has monitored development of the Chesapeake Bay TMDL and its impacts on Virginia localities in his role as part of ASCE's local Stormwater Management Committee. His project experience includes all types of roadway design projects on new location, reconstruction and widening, and major drainage improvement projects.



EDUCATION

- o BS, Civil Engineering, Virginia Tech, 2000



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2004 (#0402038783)
- o DEQ Certified Erosion and Sediment Control Plan Reviewer



WORK EXPERIENCE

Annual Drainage Contract Engineering Services, Henrico County, VA: Stormwater Manager for an annual/on-call contract with Henrico County to provide drainage related services to the County on an as-needed basis. Projects under this contract includes stormwater and erosion & sediment control programs, stormwater master plans, MS4 program/permit assistance, environmental impact review, environmental assessment, wetland delineations and associated processes/permits/construction requirement and hazardous materials identification and abatement design.

Water, Wastewater and Stormwater Utility Engineering Services Contract, City of Richmond, VA: Stormwater Manager overseeing task order contract through DPU for City's CIP projects as related to projects to provide complete engineering services as related to consultation, studies, designs, investigations, and construction projects of the Department of Public Utilities' Water Utilities (water, wastewater and stormwater).

VDOT Limited Services Drainage Design and/or River Mechanics Engineering Services, Statewide, VA: Stormwater Manager on contract providing professional engineering services for drainage design and/or river mechanics engineering on an as-needed Statewide basis. Work consisted of providing engineering and related efforts for the design of (hydraulics) drainage facilities, river mechanics and natural channel design and restoration for highway projects.

4.2.3.4 RESUMES



RACHEL FRIEND, PE, CSM

E&S CONTROL

YEARS OF EXPERIENCE: 14



EDUCATION

- o BS, Environmental Engineering, Old Dominion University, 2006



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2010 (#0402046597)
- o CSM/Certified Stormwater Manager
- o DEQ Stormwater Combined Administrator



PROFILE

Ms. Friend is one of only two consultants within the Commonwealth to be certified as a Stormwater Manager by the APWA. She has proven capabilities in hydraulics & hydrology and scour analysis as well as BMP design and retrofits. She has provided drainage analysis and design services for several projects throughout Hampton Roads, including areas that are subject to both tidal and precipitation flooding, and she has worked with clients to help bring them into compliance with Chesapeake Bay TMDLs. Mrs. Friend is consistently recognized for her innovative work. Prior to joining RK&K, she received an award from the City of Chesapeake for her innovative design efforts, which saved City taxpayers over \$100,000 on the Dismal Swamp Canal Trail construction project. She has also been successful in helping to obtain over \$2M in SLAF grant funding for Prince William County, the City of Fairfax, and the City of Chesapeake.



WORK EXPERIENCE

Chubb Lake and Lake Bradford Drainage Improvement Plan (Watershed 31), City of Virginia Beach, VA: Project Manager for this multi-phase engineering project and is responsible for the program development, analysis, and design of infrastructure necessary to alleviate wide-spread area flooding due to moderate rain events and during periods of high tides in the Chesapeake Bay. The watershed boundaries of this area encompass approximately 5.28 square miles, including Joint Expeditionary Base – Little Creek. Analysis will be done using PC SWMM to identify deficiencies in the stormwater system; drainage improvements will be identified, ranked and prioritized for implementation. This project will also include a program for public outreach and education.

Stumpy Lake Watershed Master Plan, City of Virginia Beach, VA: As part of an overall roadway project (Centerville Turnpike Phase IV), she served as the Project Manager for this watershed assessment to model the major backbone storm drainage systems for the Stumpy Lake Basin. The assessment evaluated three scenarios, including: existing conditions; proposed conditions (Centerville Turnpike); and proposed conditions plus a 1.5-foot sea level rise. The model is being used to determine the effects of the adjacent roadway project and to provide a design tool for the proposed storm drainage and stormwater improvements associated with the roadway project. Given the topography of the Hampton Roads region, an important consideration for the study was developing boundary conditions for the outfall of the model. RK&K worked closely with the City of Virginia Beach to develop accurate boundary conditions for the model.

4.2.3.4 RESUMES



TERRY ZENTKOVICH, PE

WATER/SEWER FACILITIES

YEARS OF EXPERIENCE: 36



EDUCATION

- o MS, Sanitary Engineering, Virginia Tech, 1982
- o BS, Civil Engineering, Virginia Tech, 1980



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1990 (#0402021748) also in MD



PROFILE

Mr. Zentkovich is a Project Manager at RK&K and has more than 36 years of experience in the areas of wastewater treatment design and management. He is responsible for the technical accuracy and successful completion of assigned projects. He manages, trains, and assists in the planning and use of design resources to ensure project schedules, technical requirements, and project budgets are met. He has significant experience with evaluating and troubleshooting facilities.



WORK EXPERIENCE

Vint Hill Farm Station Wastewater Treatment Plant Study and Design, Fauquier County, VA: Design and Construction Administration Project Manager to expand the SBR facility to 0.95-MGD. Included adding a third SBR, three additional filters, phosphoric acid feed system, improvements to the methanol system, conversion from an alum feed to ferric chloride feed system and metering and flow distribution improvements. Construction of Phase 2 was completed in 2010 and the plant met the stringent ENR standards.

North River Wastewater Treatment Plant Tertiary Filter Evaluation, HRRSA, Mount Crawford, VA: Performed an evaluation of the existing anthracite filters to determine how to increase the hydraulic capacity of the filters currently rated for 49.5 mgd. Evaluation included review of filter hydraulics and field investigation, testing and measurement of filter parameters including headloss, bed expansion and filter media and underdrain conditions. Results recommended replacement of filter media and selective repair and cleaning of the filter bottoms and underdrains.

Engineering Services for Improvements to the Fritz Island WWTP, City of Reading, PA: Project Manager for construction administration services for all solid handling facilities and equipment upgrades for the Fritz Island WWTP in the City of Reading. The solids handling upgrades included rehabilitation of existing gravity belt thickeners, upgrade and mixing improvements to three anaerobic digesters, construction of new blended sludge tank covers for existing and new sludge holding tanks, construction of a new centrifuge facility, and construction of a new solids heater building.

4.2.3.4 RESUMES



JENNIFER BUNTING, PE

WATER/SEWER FACILITIES

YEARS OF EXPERIENCE: 11



EDUCATION

- o BS, Civil Engineering, University of Delaware, 2006



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2011 (#0402048590)



PROFILE

Ms. Bunting has 11 years of experience in civil engineering, with an emphasis on water and wastewater infrastructure. Her expertise includes the design of water distribution systems and sanitary sewer systems, as well as trenchless rehabilitation methods. Ms. Bunting is also experienced in sanitary sewer system evaluation, cost estimating, and construction administration.



WORK EXPERIENCE

Ballou Park Water Transmission Main Replacement, City of Danville, VA: Design Engineer responsible for the replacement of pipe and related facilities at the City's reservoir and primary distribution supply, located within Ballou Park. This is a three-phase project, scheduled to be completed in 2020. Once completed, the project will replace approximately 1,325 LF of eight- to 22-inch diameter cast iron and ductile iron water mains with eight- to 16-inch diameter ductile iron water mains as well as 1,000 LF of 16- to 30-inch ductile iron mains, and 3,300 LF of 30-inch transmission main connecting the City's water treatment plant with the inlet piping for the City's water reservoir.

Denver Avenue/Yancey Street Water and Sewer Rehabilitation, City of Lynchburg, VA: Design Engineer for neighborhood utility rehabilitation project that includes the replacement of approximately 3,000 LF of small diameter water mains with 6- and 8-inch water mains, the rehabilitation by CIPP of approximately 1,800 LF of 8-inch sanitary sewer, the rehabilitation of sanitary sewer laterals, and the replacement of approximately 2,400 LF of sanitary sewer located along steep slopes in a wooded area.

On-Call Professional Services Contract, Spotsylvania County, VA: Design Engineer providing water and wastewater engineering services through an annual contract with the Spotsylvania County Utilities Department. Projects include the design of approximately 5,800 LF of water main replacing existing aging infrastructure within a residential neighborhood; the design of approximately 1,500 LF of gravity sanitary sewer, allowing for the abandonment of two existing pump stations and existing force mains; and, a hydraulic assessment and preliminary design for the relocation of an existing sewage pump station and approximately 13,000 LF of gravity sewer and force main replacing existing infrastructure.

4.2.3.4 RESUMES



ROBERT ANDRYSZAK, PE

WASTEWATER TREATMENT

YEARS OF EXPERIENCE: 44



PROFILE

Mr. Andryszak is RK&K's Director, Wastewater and has 44 years of wastewater engineering experience and has been a project manager responsible for providing study, design, and construction services for numerous treatment plants and pumping stations. His experience encompasses liquid treatment using both activated sludge and attached growth processes, extensive biological nutrient removal systems, anaerobic digesters and various biosolids dewatering systems. He served on the Water Environment Federation's Task Forces on Nutrient Removal, Pumping and Municipal Treatment. Mr. Andryszak has presented multiple technical papers at regional wastewater conferences and the national WEFTEC conference.



WORK EXPERIENCE

Powhatan Wastewater Treatment Plant Upgrade, State Farm, VA: Project Engineer for design of upgrades for 0.465 mgd wastewater treatment plant owned and operated by the Virginia Department of Corrections. The upgrades were necessary to comply with the Chesapeake Bay Acts nutrient limits. RK&K completed the study, design, construction documents, permitting and provided bid and construction services for this \$3M project.

Back River WWTP Digester Renovations, City of Baltimore, MD: Project Engineer for the upgrade of the anaerobic digesters at the City of Baltimore's 180-MGD Back River Wastewater Treatment Plant. The upgrade generally consists of 1) replacement of four 1.3-MG cylindrical high rate digesters with two 3.0-MG eggshaped digesters (ESDs); 2) conversion of the plant from a conventional high rate (CHR) digester system to an innovative two-phase (acid-gas) system, with the addition of a 1.6-MG acid phase reactor (APR); 3) rehabilitation of two other existing 1.3-MG cylindrical high rate digesters; and 4) the addition of a new thickened sludge holding tank. Related work included a hydraulic evaluation of the thickened sludge pumping system and an evaluation of the blasts sludge thickening capacity.

Patapsco Wastewater Treatment Plant ENR Facilities, City of Baltimore, MD: Project Engineer for final design services for the 90 mgd ENR facilities at Patapsco WWTP. ENR facilities are designed to treat the effluent from the existing secondary HPO treatment system. BAF technology is used for nitrification of the secondary effluent, followed by attached growth denitrification filter (DNF) technology to denitrify and convert nitrate-nitrogen gas.



EDUCATION

- o BA, Geography & Environmental Engineering, Johns Hopkins University, 1974
- o BS, Civil Engineering, Johns Hopkins University, 1979



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1998 (#0402032053) also in DC, DE, MD and NC

4.2.3.4 RESUMES



KELLY DUFFY, PE

WASTEWATER TREATMENT

YEARS OF EXPERIENCE: 19



EDUCATION

- o MS, Environmental Engineering, University of Massachusetts, Amherst, 1998
- o BS, Agricultural and Biological Engineering, Cornell University, 1996



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: MD, 2002 (#27799)



PROFILE

Ms. Duffy has been responsible for wastewater treatment plant and collection system projects through various project phases. She is RK&K's Senior Manager for Wastewater and is well known throughout the mid-Atlantic region for her high-quality work. Mrs. Duffy has worked on both liquids and solids unit processes, utilizing a variety of processes with most projects designed for nutrient removal. She has worked on all project phases including preliminary evaluation, final design, and construction phase services.



WORK EXPERIENCE

Vint Hill Wastewater Treatment Plant Upgrade, Town of Warrenton, VA: Project Engineer for an upgrade and expansion of an existing trickling filter treatment plant. Plant improvements include new screen and grit removal, SBRs filtration, ultraviolet radiation disinfection, and sludge digestion and dewatering. The design capacity of the upgrade facility is 0.6 mgd. Recently completed Phase 2 PER for expanding the facility to 0.9 mgd.

Upgrade and Expansion of Marshall WWTP, Fauquier County Water & Sanitation Authority, Marshall County, VA: Project Engineer for completed design and construction of an upgrade and expansion of a 0.32 mgd complete-mix, activated sludge system to a 0.64 mgd plug-flow nitrification system. Tasks included development of schematic design report, hydraulic profile, site and grading plans, piping layout and sizing, pump selections, UV disinfection system evaluation and layout, and post-aeration. Project also included an evaluation of sludge management alternatives to determine the most-effective option for the Authority's two plants in the region. Currently addressing construction phase issues such as shop drawing and construction questions.

Patapsco Wastewater Treatment Plant ENR Facilities, City of Baltimore, MD: Final Design services for the 90 mgd ENR facilities at Patapsco WWTP. ENR facilities will be designed to treat the effluent from the existing secondary treatment system. BAFF technology is used for nitrification of the secondary effluent, followed by attached growth denitrification filter (DNF) technology to denitrify and convert nitrate-nitrogen gas.

Aeration System Upgrade with BNR Implementation WPCF Sludge Holding Tank Replacement, City of Lancaster, PA: Completed spreadsheet calculations of various process alternatives to design a cost effective nitrogen removal system.

4.2.3.4 RESUMES



RYAN DELO, PE, ENV. SP

PUMPING/BOOSTER STATIONS

YEARS OF EXPERIENCE: 19



EDUCATION

- o ME, Environmental Engineering, Old Dominion University, 2003
- o BS, Environmental Engineering, Old Dominion University, 1999



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2005 (#0402040155)
- o Envision Sustainability Professional: VA, 2014



PROFILE

Mr. DeLo offers 19 years of local sewage pump station and collection and conveyance system evaluation design experience featuring pump station rehabilitation design, new pump station design, pressure reducing station and off-line storage design, and pipeline replacement/realignment projects in both congested urban and rural areas. He has served as project engineer for the design of multiple pump station and pipeline projects for HRSD, City of Virginia Beach, Norfolk, Chesapeake, Newport News and Poquoson.



WORK EXPERIENCE

Zion Crossroads Water and Wastewater Services PER, Fluvanna County, VA: Project Engineer for a Preliminary Engineering Report (PER) that provided a water and wastewater master plan for a service area of approximately 5,000 acres and is the basis for this Request for Proposal (RFP). This Study included the necessary mapping, figures, demand projections, water modeling, storage analysis, preliminary engineering, and cost estimates for the County to review short and long term options for logically moving forward with infrastructure improvements in this area. Attended meetings with County staff and presentations to the Board of Supervisors.

HRSD, Great Neck Road Interceptor Force Main Replacement, City of Virginia Beach, VA: Project Engineer for contract to provide preliminary engineering report services, design services, pre-construction services, contract administration services, field engineering and inspection services, startup and testing services and post startup and certification services. The scope of the project included replacement of approximately 8,600 LF of 16-inch force main with 24-inch force main, planning and coordination of two major tie-ins and five city pump station tie-ins, and a comprehensive hydraulic analysis to assess dry and wet weather flow impacts resulting from a significant flow diversion.

Vint Hill Farms WWTP Upgrade, Fauquier County, VA: Project Engineer for the design of the Phase II project. Specific tasks included design of process piping and equipment including one new SBR, continuously backwashing filter system with a nutrient analyzer, chemical feed system improvements for three different systems, yard piping, site grading and drainage, and HVAC design. Coordinated with all disciplines including geotechnical, structural, and electrical/instrumentation and controls. Completed and coordinated County and DEQ permitting including SWPPP documentation. Responsible for overall construction efforts including coordination with on-site inspection personnel, review of shop drawings and RFIs, coordinate progress meetings, and review project schedules.

4.2.3.4 RESUMES



**KATHY MARSHAL, PE, LEED
AP, ENV. SP**
SEWER REHABILITATION

YEARS OF EXPERIENCE: 20



EDUCATION

- o BS, Civil Engineering, University of Dayton, 1994



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1999 (#0402033526)
- o Envision Sustainability Professional, National Designation



PROFILE

Ms. Marshal has extensive experience in the coordination, rehabilitation (including trenchless solutions) and new design of public utilities. Her expertise includes: gravity sewer and force main design; water distribution system design; pump station evaluation, rehabilitation and replacement design. Her responsibilities have included design, cost estimates, construction documents, zoning and permitting coordination and management of project budgets and schedules.



WORK EXPERIENCE

Prince William County Service Authority, Project Construction & Program Management Services, Prince William County, VA: Project Engineer for water distribution and pump station CIP projects as part of a Program Management Contract with PWCSA. Functioning as an extension of PWCSA Engineering staff to fulfill all internal PWCSA Engineering Department requirements, develop contracts and task orders, manage design consultants, ensure schedule and budget compliance, invoice review and approval, and technical review of the projects from PER stage through construction documents.

Denver Avenue/Yancey Street Water and Sewer Rehabilitation, City of Lynchburg, VA: Task Manager for utility rehabilitation project that includes the replacement of approximately 3,000 LF of small diameter water mains with 6- and 8-inch water mains, the rehabilitation by CIPP of approximately 1,800 LF of 8-inch sanitary sewer, the rehabilitation of sanitary sewer laterals, and the replacement of approximately 2,400 LF of sanitary sewer located along steep slopes in a wooded area. The project includes review of CCTV footage of sewers to be rehabilitated, sanitary sewer manhole inspection and rehabilitation assessment, and alignment and constructability evaluations for sewers on steep slopes. Services include preparation of construction documents, cost estimating, easement preparation, and bidding assistance.

Annual Service Contracts #15 & #30 Public Utility Projects, City of Virginia Beach, VA: Project Engineer to provide preliminary engineering, design and construction services for pump stations, force mains, water distribution and sanitary sewer collection systems. RK&K has provided 15 years of continuous on-call engineering services for the City of Virginia Beach Department of Public Utilities. Over 100 tasks were completed involving neighborhood sanitary sewer system improvements including rehabilitation, force main extensions, VFD operational efficiency evaluation, coating system evaluation, and evaluation and design of improvements for over 30 pump stations.

4.2.3.4 RESUMES



ROBERT TEJANO, PE

HYDRAULIC MODELING

YEARS OF EXPERIENCE: 3



EDUCATION

- o MS, Civil Engineering, Virginia Tech, 2014
- o BS, Civil Engineering, Virginia Tech, 2009



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2017 (#0402057244)
- o Pipeline Assessment Certification Program (PACP)
- o Manhole Assessment & Certification Program (MACP)
- o Lateral Assessment & Certification Program (LACP)



PROFILE

Mr. Tejano specializes in water and wastewater and completes a variety of tasks, such as dam inspections, water treatment plant studies, shop drawing review, stormwater management, and water utility work.



WORK EXPERIENCE

5th Street Apartments Water and Sewer Analysis, Albemarle County, VA: Performed sanitary sewer hydraulic analysis for proposed apartment development and for the entire sewershed. Assisted with preparing engineering report for the Albemarle County Service Authority. Assisted with designing off-site sanitary sewer improvements. Constructed water models for apartment complex and simulated various water demand scenarios (including fire flow).

Ballou Park Water System Rehabilitation, City of Danville, VA: Assisted with preliminary design of water utility rehabilitation options at Ballou Park. Assisted with design of Phase 3 HP transmission main along West Main Street. Designed Phase 2 LP and HP pipe networks to replace existing networks in vicinity of Ballou Park tank and reservoir. Assisted with preparing sequence of construction for Phases 2 and 3. Participated in progress meetings and prepared meeting minutes.

Junewood Estates Water & Wastewater Feasibility Study, Warren County, VA: Prepared preliminary layouts of water system options (with and without fire protection) and wastewater collection options. Calculated the required storage tank capacities for each water option; selected tank dimensions (i.e. diameter, nominal height) for each option. Prepared construction cost estimates for water system, including wells, treatment system, storage tank, booster pump station, and distribution system. Performed storage analysis for wastewater treatment plant equalization tank. Prepared construction cost estimates for wastewater system, including collection, storage, treatment, and discharge. Assisted with preparing engineering report for client.

Denver Avenue/Yancey Street Water and Sewer Rehabilitation, City of Lynchburg, VA: Performed field inspections of sanitary manholes (interior and exterior) and completed inspection forms. Reviewed CCTV footage of sanitary sewer pipes and made observations. Assisted with preparing design plans for sanitary sewer rehabilitation. Participated in conference call and prepared meeting minutes.

4.2.3.4 RESUMES



JEREMY MYDLINSKI, PE SCHNABEL ENGINEERING

SOLID WASTE FACILITIES AND
GEOTECHNICAL ENGINEERING

YEARS OF EXPERIENCE: 22



EDUCATION

- o MS, Civil Engineering, Virginia Tech, 1995
- o BS, Civil Engineering, Virginia Tech, 1994



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2000 (#0402033936)



PROFILE

Mr. Mydlinski is a Principal, Senior Reviewer and Project Manager responsible for geotechnical engineering during design and construction phase services. His experience includes low and high-rise commercial buildings, industrial plants, water and wastewater treatment plants, water and wastewater pipelines, water storage tanks, parking garages, parks and recreational facilities, schools, residential developments, hospitals, power facilities, university and college buildings, communication towers, and military and government facilities. He has experience providing recommendations for deep foundations including drilled shafts, auger-cast piles, driven concrete and steel piles, helical piles, Franki piles, and micropiles. He also has experience with the installation of test piles and pile load testing during construction.



WORK EXPERIENCE

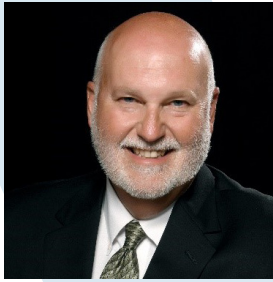
Zion Crossroads Water and Sewer Improvements, Fluvanna County, VA: Senior Reviewer for the proposed 23,000 lf of 10-inch diameter sewer force main and 22,500 lf of 12-inch diameter waterline. Recommendations for earthwork, rock excavation, pipe bedding, and backfill were provided.

Zion Crossroads Elevated Water Storage Tank, Fluvanna County, VA: Senior Reviewer for the proposed 500,000 gallon water storage tank as part of the Zion Crossroads Water and Sewer System improvements. Recommendations for spread footings and a mat foundation were provided.

Route 50 and Patrick Henry Drive Water Main Crossing, Fairfax County, VA: Senior Reviewer for a new 24-inch diameter ductile iron pipe water main crossing. Installation was to include jack and bore construction. Recommendations for earthwork, water main installation, and jack and bore construction were provided.

Geotechnical and Quality Control Services Contract, County of Henrico, VA: Project Manager/Geotechnical Engineer for the support of an on-call agreement with the County of Henrico. Provided geotechnical engineering and construction materials testing and special inspections for various education facilities, libraries, fire stations, and pump stations for the County. Sample projects include: addition to Henrico County Juvenile Detention Center; Challenger Field at Tuckahoe Park; Deep Run High School Field House; Fire Station Nos. 3, 10, 11, 12, and 13; Henrico County Capital Area Training Consortium; Johnson Elementary School Additions; Parks and Recreations Maintenance Facility; Lakeside Elementary School; and Varina High School, Proposed Additions.

4.2.3.4 RESUMES



LESLIE BYRNSIDE, LS H&B SURVEY AND MAPPING

SURVEY & EASEMENT PLATS

YEARS OF EXPERIENCE: 33



EDUCATION

- o BS, Engineering Technology, West Virginia Institute of Technology, 1985
- o AS, Civil Surveying Technology, West Virginia Institute of Technology, 1984



REGISTRATIONS & CERTIFICATIONS

- o Licensed Land Surveyor: VA, 1999 (#0403002362)



PROFILE

Mr. Byrnside has 33 years of extensive surveying experience associated with a variety of projects ranging from major highway and bridge efforts to large boundary surveys encompassing thousands of acres. He has performed work throughout the Commonwealth. He has been providing field surveying, survey computation (conventional and GPS) and complete management support for projects conducted for private, government, and industrial clients. Mr. Byrnside has surveyed hundreds of alignment miles of roadways, waterlines and sewer lines as well as boundary and topographic surveys for water and wastewater projects.



WORK EXPERIENCE

Engineering Services Annual Drainage Contract, Henrico County, VA: Task orders issued under this contract typically include engineering design surveys consisting of right-of-way research, property owner identification, and map development showing this information and all physical features.

Hospital Street Waterline Project, City of Richmond, VA: This project consisted of surveying points along the proposed Hospital Street waterline improvement project. This survey was used so that five (5) critical intersection crossings could be maneuvered due to the high volume of underground utilities. The intersections involved were – Valley Road at N. 2nd St., Valley Road at I – 64, Valley Road at Hospital St., Hospital Street at CSX Railroad Crossing and at the First Street round-a-bout. This project included full courthouse research for property platting, GPS surveying for project control and a full topographic survey using a conventional “Carlson” field to finish survey approach showing detailed terrain and underground utilities as painted by Miss Utility.

Woodlake Sewer Project, Chesterfield County, VA: Topographic design survey consisting of all visible physical features, including utility valves and meters, storm and sanitary sewer as-built to include inverts, sign post, curb and gutter, edges of pavement, driveways, utility poles, visible and recovered property monumentation such as iron rods, pipes, and concrete monuments, railroad rails, trees, shrubs, woods lines, existing traffic signal equipment including controller cabinets, junction boxes, underground conduit, sidewalk, existing building structures, fences, retaining walls. The project limits are 60’ north of the northern back of curb for Hull Street Road and begin at the eastern ROW line of Harbor Point Parkway, proceeding westerly to a point 400’ past Harbor View Court.

4.2.3.4 RESUMES



ALISON HANSON, LS
H&B MAPPING AND SURVEY
 SURVEY & EASEMENT PLATS

YEARS OF EXPERIENCE: 33



EDUCATION

- o BS, Civil Engineering, Old Dominion University, 2004
- o AS, Architectural Engineering, John Tyler University, 1994



REGISTRATIONS & CERTIFICATIONS

- o Licensed Land Surveyor: VA, 2004 (#0403002617)



PROFILE

Ms. Hanson's experience as a Land Surveyor in the Commonwealth of Virginia has allowed her the ability to oversee and manage a variety of projects. She has managed surveying projects for multiple on call contracts throughout Virginia. Her experience and education in boundary law, topographic surveying, and construction stakeout has kept her involved with the various surveying phases of hundreds of water, wastewater and storm drainage projects as well as creating lease areas, easement plats and R/W determination for many projects throughout the Commonwealth. These projects include the records research of property and of easements for both private and public sector clients.



WORK EXPERIENCE

Southside Elementary School, Force Main & Drip Field Pump Station Improvements Design Survey, Dinwiddie County, VA: This project consisted of a topographic survey and a partial boundary survey including the determination of the of the existing right of way and boundary lines for the school property. Courthouse research was performed to determine property owner information. This topographic survey included a 200 foot wide corridor along the proposed FM alignment and the areas that would include the proposed Drip Field, Drip Field Pump Station, Treatment Tank, and Stock Pile Area locations. Underground storm sewer and sanitary sewer locations were identified and designated underground utilities were located and mapped during the field survey. This survey was tied to State Plane coordinates and NAVD 88 using localization techniques and GPS technology. While on-site, H&B staff signed in daily with school officials and was mindful of and adhered to the security policies in place for this project.

Wastewater Treatment Plant, City of Richmond, VA: This project consisted of an elevation survey and as-built survey of the weir system in the final sedimentation tanks. This survey was based on and tied to datum relative to project control points provided by the plant and engineer. We located and recorded the elevations of the top of the outermost tooth of the plates at either end of the weir ports for each bay. (Approximately 576 points) We also located and recorded the elevations at each end of the troughs. (Approximately 192 points). This data was then provided in a excel spreadsheet showing the vertical information of the locations stated above per tank. The Vertical Tolerance was 0.01'.

4.2.3.4 RESUMES



RICKY WOODY, PWS

ENVIRONMENTAL SERVICES

YEARS OF EXPERIENCE: 30



PROFILE

Mr. Woody has 30 years of experience in securing wetlands and water quality permits and overseeing the implementation of all environmental resource clearances for all types of transportation projects and the preparation of NEPA documents, Natural Resource Technical Reports, Rare, Threatened and Endangered Species Reports. Mr. Woody is an experienced Environmental Manager in the environmental and transportation industries. He joined RK&K after a 26-year career with VDOT where he was the Natural Resource Program Manager. His experience includes identifying environmental risks and providing strategy solutions to those risks. He has practical knowledge of financial management, environmental resources management, and environmental engineering. He has expert technical and regulatory knowledge on environmental policies, agency standard operating procedures, streamlining agreements, and environmental laws. He is skilled at negotiating with the regulatory agencies to solve difficult environmental issues.



EDUCATION

- o BS, Biology, Longwood College, 1986



REGISTRATIONS & CERTIFICATIONS

- o Professional Wetland Scientist: NE, 2015 (#2574)



WORK EXPERIENCE

GRTC, Bus Rapid Transit, City of Richmond, VA: The Federal Transit Administration the Richmond GRTC Transit System, and the Virginia Department of Rail and Public Transportation conducted a BRT System along a seven-mile long segment of Broad Street. As Environmental Manager, Evaluated the project's NEPA documentation for environmental commitments, developed an Environmental Commitment Matrix, provided environmental strategy recommendations and risk analysis to comply with project's environmental commitments to Project Engineers. Also coordinated the project's NEPA, water quality permit and cultural resource requirements.

VDOT, Statewide Term Contract for Natural Resources Professional Services, Statewide, VA: Environmental Manager for statewide contract providing professional engineering services related to natural resource services for transportation projects throughout the Commonwealth of Virginia on an as needed basis. Services include, but not be limited to, field delineations of Waters of U.S., including wetlands, jurisdictional determinations, ecological studies, wetland and stream compensation design services, compensation site search and feasibility studies, mitigation construction and post construction monitoring services, permit determinations, water quality permit acquisition services, coordination with regulatory agencies, threatened and endangered plant, fish and wildlife species surveys, preparation of technical reports, and making presentations at in-house and public meetings.

4.2.3.4 RESUMES



LAURA RADER-DIXON

ENVIRONMENTAL SERVICES

YEARS OF EXPERIENCE: 18



EDUCATION

- o MS, Forestry/Silviculture, University of Georgia, 1999
- o BS, Biology, Radford University, 1994



REGISTRATIONS & CERTIFICATIONS

- o Erosion and Sediment Control Inspector (#ESIN0710)
- o DEQ Stormwater Management Inspection (#SWIN1105)



PROFILE

Ms. Rader-Dixon has experienced a dynamic range of environmental accomplishments from publishing papers on noxious weeds to promoting and gaining environmental easement acquisition as a forester. Her work in transportation began in environmental compliance at Georgia Department of Transportation where she was responsible for the environmental compliance of high profile projects on all major highways and the new construction of several bypasses. Her NEPA document writing experience developed at GDOT and continued as the VDOT Richmond District document writer and LAP environmental coordinator.



WORK EXPERIENCE

Richmond Intermediate Terminal Dock Replacement, City of Richmond, VA: Environmental Scientist analyzed collected data and worked with the design team to anticipate needs and communicate predicted permit conditions. Initiated Joint Permit Application coordination of headwall and industrial dock replacement. Efficient use of time and straightforward communication with agencies resulted in water quality permits approved ahead of schedule.

Virginia Natural Gas (VNG) Pipeline Replacement, Hanover County, VA: Environmental Scientist assisted in field wetlands and stream evaluation, analyzed data and design, created report, and initiated coordination of Joint Permit Application of natural gas pipeline replacement. Efficient use of time and straightforward communication with agencies resulted in water quality permit approved several months ahead of schedule.

VDOT, I-95/Temple Avenue Interchange, City of Colonial Heights, VA: Environmental Specialist organizing the environmental studies, coordinating with agencies and produced the NEPA Categorical Exclusion for this project on an accelerated budget. To complete the CE, researched and prepared an Individual 4(f) Evaluation for the Atlantic Coast Line Railroad. Involved in public involvement by answering environmental questions on the project and attended the public hearing.

4.2.3.4 RESUMES



CHRIS VAUGHT, PE
STRUCTURAL ENGINEERING

YEARS OF EXPERIENCE: 18



EDUCATION

- o MS, Civil Engineering – Structures, Virginia Polytechnic Institute and State University, 2009
- o BS, Civil Engineering – Structures, Virginia Polytechnic Institute and State University, 2008



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2012 (#0402050833)
- o NBIS Inspection Team Leader (#FHWA-NHI-130055)



PROFILE

Mr. Vaught specializes in the design, analysis and inspection of structural infrastructure including bridges and traffic devices. In addition to designing steel, prestressed and reinforced concrete bridges, he has been involved in the inspections of beam slab bridges, steel thru girder bridges, concrete arch bridges, a cable-stayed bridge and numerous traffic devices. Mr. Vaught has experience performing load ratings using multiple methods, including AASHTO BridgeWare. Additionally, he has served as structural design manager and project manager on a number of different projects.



WORK EXPERIENCE

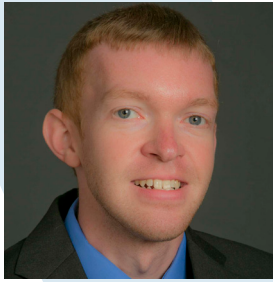
Annual Engineering Services On-Call Contract, City of Richmond, VA: Structural Engineer responsible for various bridge inspections, developing scope and fee, managing deliverables as well as load ratings on contract that RK&K has held since 1995 and has performed hundreds of individual tasks for the City.

Route 250 Bypass Interchange at McIntire Road, VA, City of Charlottesville, VA: Structural Engineer involved in the design and plan preparation of a steel girder bridge, reinforced concrete culvert, and concrete retaining wall. RK&K provided complete engineering and environmental services to the City of Charlottesville for design of a new interchange on the Route 250 Bypass at the intersection with McIntire Road.

US Rte. 29 / Rio Road Grade Separated Interchange, City of Charlottesville, VA: Structural Engineer that lead the design of a new bridge to carry the intersection over the depressed through lanes of Route 29 as well as approximately 2000 feet of soldier pile retaining wall. Due to space limitations, the beams of the bridge were also designed as struts for the retaining wall leading to a system and design that had never been built before in Virginia.

Bauer Road Bridge Retrofit, Quantico, VA: Structural Engineer for analysis and retrofit design of bridge carrying Bauer Road over CSX Railroad. This project involves jacking the superstructure and shifting an existing pier to accommodate a new third track in the Arkendale Powell's Creek portion of the rail line.

4.2.3.4 RESUMES



RYAN MCDANIEL, PE
STRUCTURAL ENGINEERING

YEARS OF EXPERIENCE: 5



EDUCATION

- o BS, Civil Engineering, Old Dominion University, 2011



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2017 (#0402057721)



PROFILE

Mr. McDaniel is a Structural Bridge Engineer with RK&K's Structures Group with five years of experience in bridge design, structural analysis, reinforced and pre-stressed concrete design, structural steel design and soil mechanics, load and resistance factor design, load and resistance factor rating methods and AASHTO LRFD bridge design specifications, and cost estimation.



WORK EXPERIENCE

Repair Plans for Midlothian Turnpike over Belt Blvd and CSX Railroad, City of Richmond, VA: Structural Engineer involved in the inspection and development of repair plans for two multi-span bridges. In-depth inspection of bridges was performed and detailed plans were developed for repair of spalled/delaminated deck areas and cracked and spalled concrete T-beams and substructure elements. The project also involved materials testing and deck evaluation, and load rating of the concrete T-beam bridge.

Lynhaven Avenue over Broad Rock Creek, City of Richmond, VA: Structural Engineer for the evaluation of Lynhaven Avenue over Broad Rock Creek. The scope of work included safety inspections, load rating and posting recommendation, and ultimately design of a replacement structure. The bridge carries two lanes of Lynhaven Avenue traffic as well as a sidewalk over Broad Rock Creek. The structure consists of single span redundant steel beams supported by reinforced concrete abutments.

Annual Engineering Services On-Call Contract, City of Richmond, VA: Structural Engineer responsible for various bridge inspections as well as load ratings on contract RK&K has held since 1995 and has performed hundreds of individual tasks for the City. Work has included bridge load ratings and remediation studies, bridge inspections, traffic signal design, traffic engineering analyses, roadway and drainage improvements, stormwater management design, waterfront remediation, business park studies, geotechnical studies and remediation and landscape improvements.

VDOT, Statewide Design Services, Statewide, VA: Structural Engineer responsible for various bridge inspections as well as load ratings on contract RK&K has held since 1995 and has performed hundreds of individual tasks for the City. Work has included bridge load ratings, bridge inspections, design of bridge repairs, and feasibility studies for bridge rehabilitation and replacements.

4.2.3.4 RESUMES



TIMOTHY BOLLINGER, PE
ELECTRICAL/INSTRUMENTAL

YEARS OF EXPERIENCE: 41



EDUCATION

- o BS, Civil Engineering, Bucknell University, 1977



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 2013 (#0402051329) also in MD, PA and NC



PROFILE

Mr. Bollinger's 41-year career involves the study and design of electrical systems for a variety of government, sanitary, civil, commercial and private projects. He performed instrumentation and process control design for systems including programmable controllers, remote monitoring and control systems and personal computer operation. He provides electrical engineering support for RK&K's utility, energy and environmental projects, including electrical design inclusive of instrumentation and control and SCADA interfacing services.



WORK EXPERIENCE

Annual Consultant Agreement 2011-B, City of Norfolk, VA: Electrical, Instrumentation, & Controls Engineer responsible for the electrical, and instrumentation and control design for replacement of PS04 on Armistead Avenue and abandonment of existing pump station. Project features include 1,800 gpm duplex dry-pit submersible pumping, engine-driven standby pump, activated carbon odor control, NFPA 820 compliant ventilation system, influent sewer diversion along heavily traveled corridor, trenchless casing pipe installation under stormwater box culvert, and aesthetically pleasing architectural design elements.

Annual Engineering Services Contract, James City County, VA: Electrical, Instrumentation, & Controls Engineer responsible for the electrical, and instrumentation and control system design for the Five Forks Water Treatment Facility, which is a ground water desalination treatment facility with five wells. Designed an integrated Process Control System for the facility consisting of motor control centers, variable frequency drives, control panels, instrumentation and a programmable controller system.

Coliseum Drive Pressure Reducing Station and Offline Storage Facility, Hampton Roads Sanitation District, City of Hampton, VA: Electrical, Instrumentation, & Controls Engineer for the proposed in-line pressure reducing sewage pumping station to relieve discharge pressures for multiple sewage pumping stations in the City of Hampton. Facility will feature in-line quad-plex pumping, duplex tank drain pumps, automated controls, variable frequency drives, automated control and isolation valves and standby power generator. Services included facility siting, wetlands delineation, permitting and mitigation, geotechnical investigations, design bid and construction phase services.

4.2.3.4 RESUMES



JASON HOYT, EIT
ELECTRICAL/INSTRUMENTAL

YEARS OF EXPERIENCE: 11



EDUCATION

- o BS, Electrical Engineering, Old Dominion University, 2016



REGISTRATIONS & CERTIFICATIONS

- o Engineer in Training: VA, 2018



PROFILE

Mr. Hoyt has 11 years of electrical/I&C experience, including: design, development, testing, and manufacturing of electrical and electronic control systems, control panels and vacuum pump control systems; assisting with product evaluation and testing, using measuring and diagnostic devices to adjust, test, and repair equipment; providing technical assistance and resolution when electrical or engineering problems are encountered before, during, and after assembly; and providing cost estimation, design, programming, commissioning and support of electrical control panels and systems.



WORK EXPERIENCE

Presidential Boulevard Pump Station #517, Corporate Landing Pump Station #639, Seatack School Pump Station #113, City of Virginia Beach, VA: Electrical, Instrumentation, & Controls Engineer responsible for design, variable frequency drive setup and startup of wastewater pump stations. The control panels used relay logic and a bubbler system to operate the pumps through variable frequency drives. Both Allen Bradley Powerflex and Danfoss drives were setup for pump control.

Virginia Beach Variable Frequency Drive Analysis, City of Virginia Beach, VA: Electrical, Instrumentation, & Controls Engineer responsible for design, programming, and support of conducting various testing scenarios. Developed a test panel to interface with an existing variable frequency drive, modulating valve, level transmitter and flow meter to determine the efficiency of various pump control methods at sewage pump stations. The panel included an Automation Direct operator interface terminal and a Modicon M340 programmable logic controller. The programmable logic controller was setup to run various test scenarios and collect time stamped data for analysis.

Norfolk Pump Stations #7, #8, #17, #23, & #147, City of Norfolk, VA: Electrical, Instrumentation, & Controls Engineer responsible for programming, variable frequency drive setup and startup of wastewater pump stations. A control panel and Square D Altivar variable frequency drive panels for each pump were supplied for each pump station. The control panels primary components were Allen Bradley SLC programmable logic controllers, Allen Bradley PanelView operator interface terminals, power monitors, and chart recorders.

4.2.3.4 RESUMES



TOM HAWTHORNE, PE

CONSTRUCTION ADMINISTRATION &
INSPECTION/GRANT ADMINISTRATION

YEARS OF EXPERIENCE: 40



EDUCATION

- o BS, Civil Engineering, Virginia Military Institute, 1976



REGISTRATIONS & CERTIFICATIONS

- o Professional Engineer: VA, 1982
(#0402013263)



PROFILE

Mr. Hawthorne brings over 40 years of experience providing project management, construction management and inspection services on a wide variety of contracts across the Commonwealth. He has extensive experience with the administration and management of road and bridge design, construction, maintenance and operations having served in executive management positions with the Virginia Department of Transportation where he directly supervised a large staff of professional engineers and other administrative support staff as the Richmond District Administrator. The Richmond District program consisted of approximately 300 projects in various stages of development at any one time along with 30-50 construction and maintenance contracts underway at any one time. Additionally, Mr. Hawthorne had responsibility for a \$190 Million annual maintenance and operations program for 1700 lanes miles of state maintained Interstate, Primary and Secondary roadway in 14 counties. As the District Administrator, Mr. Hawthorne oversaw Locally Administered Projects (LAP) with several localities managing their own road and bridge construction programs.



WORK EXPERIENCE

Lewistown Road Interchange Improvements, Hanover County, VA: The reconstructed bridge will be 16ft, 5in. high to meet current standards. In addition, the bridge will be widened to accommodate two westbound lanes and one eastbound lane. Turn lanes will be added to Lewistown Road at the I-95 intersection, truck stop and Airpark Road. This project will replace the existing 50 year old structure with a structure that allows for added capacity and safety improvements. The new structure will accommodate two westbound lanes and one eastbound lane. Turn lanes will be added to Lewistown Road at the I-95 interchange, truck stop and Airpark Road. The total project cost estimate is \$30M. This includes the estimated price for design, right of way acquisition and construction. As Construction Inspection Coordinator, Mr. Hawthorne is responsible for assisting inspectors with record keeping, tracking project budget, weekly progress meetings with the City of Richmond and Contractor, visits project regularly reviewing project inspection services and documentation.

Route 360 Widening and Bell Creek Relocation, Hanover County, VA: As Construction Inspection Coordinator, Mr. Hawthorne was responsible for assisting inspectors with record keeping, tracking project budget, weekly progress meetings with the City of Richmond and Contractor, visits project regularly reviewing project inspection services and documentation.

4.2.3.4 RESUMES



LEO RUTLEDGE, VSLD

CONSTRUCTION ADMINISTRATION &
INSPECTION/GRANT ADMINISTRATION

YEARS OF EXPERIENCE: 46



EDUCATION

- o BLA, Landscape Architecture,
Mississippi State University, 1971



REGISTRATIONS & CERTIFICATIONS

- o Certified Landscape Designer,
Virginia Society of Landscape
Designers



PROFILE

Mr. Rutledge has 46 years of public involvement, design and project management experience and has been actively involved in the design and management of numerous projects throughout Virginia. His experience includes over 23 years with VDOT's Environmental Division as an Environmental and Landscape Specialist, designer, and project manager. For his last 16 years with VDOT, he performed the duties of Urban Project and Program Manager. Through these avenues, he developed a thorough understanding of the Department's policies and procedures relating to public involvement, project development and management which culminates with submission of all plans and data/forms required to obtain federal authorization to advertise a project. In addition to managing project for the Local Assistance Division, he assisted in the development of the Urban Construction Initiative (UCI) Program Administration Guide and the Locally Administered Projects (LAP) Manual. Through this development he interacted with all contributing divisions and district offices in the state. He has maintained close relations with the Local Assistance Division and District staff that oversee the implementation of the requirements of the UCI and LAP documents.



WORK EXPERIENCE

Northwood Avenue, City of Charlottesville, VA: Project Manager working with the City staff and our sub-consultant to develop an improvement to an off-center intersection in the City. As a result of the current traffic pattern numerous accidents have occurred and safety measures are being taken to improve the current conditions. This will include modifying the turning radius to reduce pedestrian crossing distances, drainage modifications, traffic and ADA compliance measures, and aesthetic improvements. In order to complete the design a neighborhood meeting was held to receive their input before finalization. Proper displays were produced by the design team for this meeting.

Franklin Street, City of Charlottesville, VA: Project Manager of an improvement for pedestrian safety to include development of a sidewalk connection system on Franklin Street and improve the drainage at the Market Street intersection. Currently no safe pedestrian facilities exist for a portion of this facility. Also, previously constructed facilities are not within the existing right of way. All of this will be corrected with this design, which will utilize the City's design standards, as it progresses to the final bid package.

4.2.3.4 RESUMES



DOUG COLE, ASLA, PLA CITE DESIGN

LANDSCAPE ARCHITECTURE & SITE
PLANNING

YEARS OF EXPERIENCE: 33



EDUCATION

- o BLA, Landscape Architecture, Virginia Tech, 1985



REGISTRATIONS & CERTIFICATIONS

- o Registered Landscape Architect: VA, (#0406001295) also in SC and MD



PROFILE

Mr. Cole is a strong proponent of regional planning, in-fill projects, the public realm, as well as an activist for smart growth. He strives to continue to utilize his experience to mentor the absolute best talent in the profession, and to apply vision, innovation, and creativity to ensure success for every project. Mr. Cole uses the experience gained from private practice to serve the community on the City of Richmond Planning Commission and the Urban Design Committee as well as guest lecturer at VCU, Virginia Tech and UVA.



WORK EXPERIENCE

Portsmouth Park & Recreation Master Plan, City of Portsmouth, VA: Cite Design, in conjunction with Commonwealth Architects, prepared the first Parks and Recreation Master Plan for the City of Portsmouth. Portsmouth is a city of approximately 100,000 people on 47 square miles with 46 parks and seven community centers. It was the goal of the Parks and Recreation Master Plan to define the needs of the entire City, both current and 20 years in the future, and include criteria for the justification of the various needs and how they may be satisfied.

Pine Camp Park, City of Richmond, VA: Located on 46 acres, Pine Camp is a regional park that combines the city's major cultural programs with outdoor recreational components and brings in people from throughout the area. The proposed park's two quads (one cultural and one athletic) are centered around a historic hospital (no longer in use) with vehicular traffic and parking located along the perimeter of the new campus.

Cornerstone Park, City of Lynchburg, VA: Consisting of a community park in the uplands and a municipal park along the creek, the trail system was designed by using a GPS (Global Positioning System) to pinpoint the trail location for the engineered layout. In a collaborative effort, officials from Lynchburg's Parks and Recreation Department were also included in the in-field layout. Views, especially to and from the gazebo, were key.

College of Charleston Sports Center, City of Charleston, SC: The College of Charleston Sports Center is home to the NCAA men's baseball team, women's softball team, the men's and women's soccer and tennis teams. All are linked with the athletic building which houses the rest-rooms, lockerrooms, press boxes, conference rooms, offices, and concession areas and stadium seating. Nine tennis courts are located to the south of the main building and five additional soccer fields were built for the Town of Mount Pleasant.

4.2.3.4 RESUMES



ANDREW BLECKLEY, PLA CITE DESIGN

LANDSCAPE ARCHITECTURE & SITE
PLANNING

YEARS OF EXPERIENCE: 16



EDUCATION

- o BLA, Landscape Architecture, Clemson University, 2002
- o Daniel Center for Urban Studies, Genoa, Italy, 2002



REGISTRATIONS & CERTIFICATIONS

- o Professional Landscape Architect: VA, (#0406001958)



PROFILE

Mr. Bleckley, along with Mr. Cole, formed Cite Design to strengthen the collaborative process and pursue vital success of ongoing projects in the Mid-Atlantic region. Andrew continues to apply his experience in historic settings to current and new projects. Though master planning and site design, he has made it his goal to collaborate in the creation of memorable places that respond to the unique history, context, and environment of each project.



WORK EXPERIENCE

Barley Park, City of Charleston, SC: Little Barley Park is a public, community park that is centered in the Beresford Hall community. Surrounding by streets on all sides, the park is partially passive and partially active. To the north are the preserved woodlands, trails, and sitting areas. Midway in the park, in a natural open area, is the human sundial. And to the south end, where existing vegetation was sparse, the area was graded and cleared to allow for a multi-purpose field appropriately sized for softball, soccer, football or other field sports. As a social activity for pets and people, a dog park is centered in the park.

Arc Park, City of Richmond, VA: Cite Design led the ARC through a 3-month design process that enlisted the ARC community for knowledge, experience, and creativity to create a vision and master plan for the center. The process involved key stakeholders, ARC clients and families, ARC staff, and local therapy experts to assemble activities and spaces that will serve to develop and challenge the physical and mental disabilities of ARC clients. As a result, the participants established a core value, set objectives, brainstormed activities, and even illustrated their ideas on maps of the park site. These ideas were compiled to create the overall vision and plan.

Fulton Memorial Park, City of Richmond, VA: Fulton Memorial Park is a passive park that commemorates the history of the Fulton neighborhood. The Fulton Memorial Park Concept Design is the result of numerous community meetings about the redevelopment of the small triangular space in the historic neighborhood. The park's thematic design emphasis represents a melding of the different cultural aspects of Greater Fulton. The park will serve as a memorial to the many people and cultures that have lived in the area through statuary and graphic markers, as well as interpretation of the community's history. Some of the features of the park will include a tree lined cobblestone entry plaza, a small amphitheater, open space, benches and lighting.

4.2.3.4 RESUMES



BILL KELLER, AIA
COMMONWEALTH
ARCHITECTS

ARCHITECTURAL DESIGN & BUILDING
EVALUATIONS

YEARS OF EXPERIENCE: 21



EDUCATION

- o BA, Architecture, Virginia Tech, 1994
- o MS, Architecture, Virginia Tech, 1996



PROFILE

Mr. Keller often “takes the ball and runs with it” at the beginning of any project. With an eagerness to design, solve problems, and provide a solution for his clients, he is able to prioritize his projects in a way that remains efficient yet thorough, while also meeting deadlines. He takes pride in his steadfast work ethic and his vast experience in the architecture industry, which gives him the flexibility to be involved with any type of project at Commonwealth Architects.



WORK EXPERIENCE

Department of General Services, Term Contract for A/E Services, City of Richmond, VA: Project Architect for a term contract for architectural / engineering services with the Virginia Department of General Services. Projects include feasibility studies, minor renovations, space planning, roof replacements, and condition assessments among others.

Term Contract for A/E Services, City of Richmond, VA: Project Architect for a term contract for architectural / engineering services with the City of Richmond. Projects included tenant upfits, roof & window replacements, and various minor repairs.

Science Museum of Virginia Term Contract for A/E Services, City of Richmond, VA: Project Architect for a term contract for architectural / engineering services with the Science Museum of Virginia. Projects included repairs to historic fabric, renovation of the dome theater, a green roof, and other miscellaneous renovations.

Longwood University, Term Contract for A/E Services, Town of Farmville, VA: Project Architect for a term contract for architectural / engineering services with Longwood University. Projects include cornice and gutter replacements, the reroofing of several buildings, accessibility upgrades, and repairs to the Lancaster Hall clock tower.

The City of Richmond Oliver Hill Courts Building, City of Richmond, VA: Project Manager for the design and renovation of several Capital Improvement Projects at the Oliver Hill Courts Building. The projects include the design of drug testing toilet rooms, provides updates to judge’s chambers, building access control and monitoring systems, and the redesign of the main entrance layout

4.2.3.4 RESUMES



**BRYAN GREEN, PHD, LEED AP
BD + C
COMMONWEALTH
ARCHITECTS**

ARCHITECTURAL DESIGN & BUILDING
EVALUATIONS

YEARS OF EXPERIENCE: 28



EDUCATION

- o PhD, Architectural History, University of Virginia, 2004
- o MS, Architectural History, Certificate in Historic Preservation, University of Virginia, 1991
- o BA, History & Anthropology, University of Notre Dame, 1989
- o Sorensen Institute for Political Leadership at the University of Virginia, 2015



PROFILE

When it comes to historic preservation, Mr. Green is a master in his field. His love and passion for history make him an expert not only within the firm, but also in the Richmond community. He is actively involved in nominating projects for Historic Tax Credits, researching building history, and contributing to the rehabilitation of several landmarks and historically rich buildings. Over the years, he has learned that one of the key ingredients to a successful project is to always have a backup plan, and to be prepared for unforeseen situations, which appear often when working with historical structures. His favorite types of historical preservation projects are those which have seen a lot of physical change over time, yet still hold so much potential for the future.



WORK EXPERIENCE

Renwick Courthouse, Jail and Wallace Library HSR, City of Fredericksburg, VA: Architectural Historian for the development of a detailed Historic Structures Report for the courthouse and related structures, designed by architect James Renwick, Jr.

Princess Anne County Courthouse HSR, City of Virginia Beach, VA: Architectural Historian for the research and development of a Historic Structures Report of the Princess Anne County Courthouse.

Liberia House HSR, City of Manassas, VA: Architectural Historian for the development of a Historic Structures Report for the Liberia House, which played a significant role during the First and Second Battles of Manassas.

Scotchtown HSR, Hanover County, VA: Architectural Historian for the development of a Historic Structures Report for Scotchtown, built in 1719 and best known as the home of Patrick Henry during the turbulent years leading up to the American Revolution.

Monumental Church HSR, City of Richmond, VA: Architectural Historian for the development of a detailed Historic Structures Report for Monumental Church, built between 1812 and 1814 to commemorate the tragic Richmond Theatre fire of December 1811.

Centre Hill Mansion HSR, City of Petersburg, VA: Architectural Historian for the development of a Historic Structure Report for Centre Hill Mansion, a historic house museum built in 1823 and owned by the City of Petersburg.

4.2.3.5 DEMONSTRATED HISTORY OF SUCCESSFUL PROJECTS

ABILITY TO WORK WITH FLUVANNA COUNTY AND OTHER AGENTS

Our Team welcomes the opportunity to serve the County of Fluvanna and are certain that we can work with the County staff and any associated agents in a harmonious and non-adversarial manner. Our Contract Manager, Mr. Malachi Mills, PE along with a highly qualified staff, have a reputation of working well with their clients as evidenced by serving concurrent terms on various on-call contracts and maintaining long-term relationships with land development clients

We encourage you to call our references that are shown in the Reference section of this proposal. We are confident you will confirm that RK&K strives for a successful, long-term working relationship with our clients.

We are committed to providing the level of service on this contract that will leave you wanting to use us for other engineering needs both large and small. We see our role as being an extension of the County's staff, responding to County leadership and serve the citizens of the County. RK&K begins any new contract looking to establish a long-term relationship. Our driving force throughout the duration of this contract is that the County will want to work with the RK&K team again and become the County's Engineer-of-Choice.

RECENT ON-CALL EXPERIENCE

RK&K has been fortunate to have been selected for many engineering on-call project planning, preliminary and final design, and miscellaneous services contracts. Since 2000, we have completed over 700 on-call assignments out of our Virginia offices alone with a majority of them for local, state and municipal clients. Our project team will draw from its vast experience of successful projects completed under annual services/on-call type contracts to better serve the County of Fluvanna — regardless of the project size.

The next column demonstrates some of our recent on-call contract experience in Virginia with similar to this contract.



- General Professional Engineering & Architectural Services, County of Fluvanna
- Engineering Services, Annual Drainage Contract, Henrico County
- Annual Engineering Services and Related Construction Services, City of Richmond
- Annual Architectural/Engineering Services Agreement, Environmental Contract, City of Richmond
- Annual Gas Utility Contract, City of Richmond
- Transportation and Construction Engineering Services Contract, Chesterfield County
- A&E Urban Design and Streetscape Design Services Contract (Sub to Cite Design), City of Charlottesville
- City of Charlottesville, Bicycle Pedestrian Engineering and Planning Contract (Sub), City of Charlottesville
- On-Call Civil Engineering Services, City of Charlottesville,
- Annual Contract for Water and Gas Distribution Facilities, City of Danville
- General Engineering & Architectural Services, Orange County
- Term Contract for Environmental Engineering, VCCS
- Statewide Limited Services Design Term Contract, VDOT
- Statewide Limited Services Drainage Design and River Mechanics, VDOT
- Limited Term Contract for Statewide DB/P3 Support Services, VDOT

4.2.3.6 PROPOSED SUB-CONSULTANTS

As demonstrated previously, RK&K offers a multiplicity of in-house civil engineering and related services to meet the requirements of this contract. However, to put forth a complete team to address all services as demonstrated in the RFP, we are adding several subconsultants to our team. We will assign them, if needed, to fit the needs of the particular project. When choosing our subconsultants, we consider DBE/SWaM certified firms and maintain a long-standing commitment to maximize the participation of DBE/SWaM businesses on its projects.

SCHNABEL ENGINEERING

9800 Jeb Stuart Parkway #200, Glen Allen, VA 23059

Schnabel joins our team to provide geotechnical engineering and solid waste facilities engineering. They are a leading national provider of geotechnical engineering services. Schnabel is experienced in performing all of the geotechnical engineering and environmental services, laboratory testing, construction material testing and inspections, and quality control services required by the RFP. Their multi-disciplinary staff of 300+ professionals includes geotechnical, geostructural, dam, mining, tunnel, and civil engineers; geophysicists and geologists; wetlands specialists; vibration analysts; special inspectors; construction inspectors; and, grouting specialists. Schnabel has completed nearly 20,000 projects throughout the Commonwealth. They have extensive experience providing geotechnical engineering, construction material testing and inspections, and environmental services on an “on-call” basis throughout Virginia to support capital improvement and other infrastructure projects.



CITE DESIGN

310 N Adams Street, Richmond, VA 23220

Cite Design is an award winning planning / landscape architectural / urban design firm located in Richmond’s historic Jackson Ward district. The firm joins our team providing landscape architecture and site planning services. They provide innovative design solutions and practical building experience for clients throughout the Mid-Atlantic. Cite Design believes that the quality of our surroundings is fundamental to the quality of our lives, at work, at home, or in public places. Their planning is generated by the material and spiritual needs of people, and by sensitivity to the unique physical context and culture of each place. This belief guides their firm, whether their staff is creating an event venue, a neighborhood or an entire community.



With its firm’s history in planning for parks and recreation throughout the Mid-Atlantic, Cite Design recognizes that designing parks requires special expertise, the ability to address a variety of issues, and the development of a plan that not only meets the client’s requirements, but the community’s recreational needs as well. The professional staff at Cite Design provides that level of expertise and skill-set to meet those needs.

SWaM #670708

4.2.3.6 PROPOSED SUB-CONSULTANTS

COMMONWEALTH ARCHITECTS

101 Shockoe Slip #3, Richmond, VA 23219

Commonwealth Architects has provided a full range of architectural and interior architectural services since the firm was founded in 1999. They join our team to provide architectural design and building evaluations. They also offer interior design and tenant services, historic preservation, master planning, and urban planning services. In addition, Commonwealth Architects is committed to sustainable design and encourages all clients to explore opportunities to include elements of green architecture and sustainable materials throughout the design process. As a result, most of their senior architects are LEED Accredited Professionals and it is their belief that sustainable architecture contributes to healthier communities.

SWaM #8935



H&B SURVEY AND MAPPING

614 Moorefield Park Drive, Richmond, VA 23236

H&B joins our team providing field survey and easement plat services. Their team of professionals will use the latest technology available to help the County complete this project quickly, accurately and in the most cost-effective manner. H&B provides records research, title review, boundary ALTA surveys, topographic and physical improvement surveys, route/corridor surveys, utility and roadway as-builts, 3D laser scanning services, utility and roadway layout, general construction layout, static GPS, and network and local base RTK GPS. Project types include rural roadways, interstate highways, bridge structures, airports, storm and sanitary sewer facilities, parks, trails, wetlands, public space developments, and facilities. H&B and RK&K have worked together since 2011 on more than 30 projects.

DBE/SWaM #679423



4.2.3.6 PROPOSED SUB-CONSULTANTS

WORKING RELATIONSHIP WITH OUR SUBCONSULTANTS

H&B Survey and Mapping	
GRTC CNG Station, Richmond, VA	E. Franklin Streetscape, 14th to 15th Street, Richmond, VA
Greater Richmond Convention Center, Richmond, VA	Lynhaven Avenue Bridge, Richmond, VA
E. Canal Street at S. 2nd Street, Richmond, VA	Glenside Drive Sidewalk Improvement, Henrico, VA
Cary Street at Cameron Street, Richmond, VA	King Street Widening, Roanoke, VA
1801 E. Commerce Road, Richmond, VA	N. Thompson Street and Grove Avenue Intersection, Richmond, VA
Dock Street, Virginia Capital Trail Phase II, Richmond, VA	Bank Street Streetscape Design, Richmond, VA
Pump Road, Henrico, VA	Quioccasin Road Sidewalk Drainage, Henrico, VA
Marshall Street, Richmond, VA	Gay Avenue Sidewalk Drainage, Henrico, VA
MRMC Ortho, Mechanicsville, VA	Nine Mile Road Streetscape, Richmond, VA
Westover Hills Boulevard and Dunston Avenue, Richmond, VA	Forest Hill Avenue Traffic Signal Design, Richmond, VA
I-64 Widening and Route 623 Improvements, Henrico, VA	Reedy Creek, Richmond, VA
Walmsley Boulevard Sidewalk, Chesterfield, VA	Forest Hill Aerial Sewer Line, Richmond, VA
Grace Street Streetscape, 4th to 9th Street, Richmond, VA	Libbie Terrace Sewer Line, Richmond, VA
GRTC Annex Building and Site Improvement, Richmond, VA	Franklin Street Sewer Line, Richmond, VA
Monument Avenue and N. Allen Roundabout, Richmond, VA	Three Chopt Road, Grove Avenue, Henri Road, Henrico, VA
Franklin Street Streetscape Phase I, Richmond, VA	Williamsburg Road Fire Station Signal, Henrico, VA
Canal Street, Cobblestone Streetscape, Richmond, VA	Overlook Street Sewer Line, Richmond, VA
Canal Street Streetscape, 13th to 12th Street, Richmond, VA	Grandway Road Sewer Line, Richmond, VA
Virginia Street Streetscape, Canal to Cary, Richmond, VA	Labrook Drive, Richmond, VA
Tiber Lane Drainage, Richmond, VA	Van Buren Street Roadway Improvement, Richmond, VA
N. Harrison, Grove Avenue and Park Avenue, Richmond, VA	
Schnabel Engineering	
1801 Commerce Road Renovation-SWM, Richmond, VA	Odd Fellows Road at Route 460 Bypass, Lynchburg, VA
Airport Boulevard Relocation, Phase A, Milton, NC	Onville and Garrisonville Intersection, Griffis-Widewater, VA
Bruton HS PS and FM, York County, Williamsburg, VA	Peer Review, Lower Stony Run Interceptor, Baltimore, MD
Cancer Research Building II Flood Study, Baltimore, MD	Pier 11N and 19F at 2000 Race Street Addition, Baltimore, MD
Chesapeake Pipe Geophysics, Chesapeake, VA	Pump Station 24 Replacement, Spotsylvania Courthouse, VA
Chloride Testing for Route 360 Bridge Deck, Amelia, VA	Quince Mill Culvert, North Potomac, MD
City of Charlottesville Stadium Collection, Charlottesville, VA	Remington Water Treatment Plant, Remington, VA
Coliseum Pressure Reducing, Hampton, VA	Route 250 McIntire Interchange, Charlottesville, VA
Force Main Extension, Huxley Place, Newport News, VA	Route 29 Solutions, Charlottesville, VA
Env Charc & Geotech HRSD 33rd Street PS, Newport News, VA	Route 29 Western Bypass, Charlottesville, VA
Falcon-Loblolly Sanitary Vacuum Sewer Project, York County, VA	Route 360 Bridge in Amelia- Stage 1 & 2, Amelia, VA
Fleet Street / Cornhill Street Reconstruction, Annapolis, MD	Route 460 & 622 Intersection Improvements, Lynchburg, VA
Foundation Design at Race Street Piers, Baltimore, MD	Slope Repair 31st and Grace Streets, Richmond, VA
Gay Avenue Widening, Henrico County, VA	South Washington- Signal Pole Design, Falls Church, VA

4.2.3.6 PROPOSED SUB-CONSULTANTS

Geotech Services 2-4 MG Tanks HRSD, Hampton, VA	Tieback Testing, Wilmington, DE
Givens Lane and Progress Street VDOT Pro, Blacksburg, VA	UMBC Culvert Replacement, Catonsville, MD
Givens Ln & Progress St Additional Study, Blacksburg, VA	UMBC Resident Life Site Improvements, Catonsville, MD
Great Neck Road GPR Survey, Virginia Beach, VA	University of Maryland Baltimore On Call, Baltimore, MD
HRSD 33rd Street Pump Station, Newport News, VA	UT of Piping, Coleman Place, Danville, VA
Hydraulic Rd at Michie Dr Signal, Charlottesville, VA	Rte. 114 Bridge Over New River, Pulaski & Montgomery, VA
I-81 Truck Climbing Lanes, Rockbridge County, VA	Vib Monitoring Consult Main St Bridge, Clifton Forge, VA
I-95 Section 100, Segment No. 1, Baltimore, MD	Warrenton Chemical Building, Warrenton, VA
MDTA I895 SB Slope Repair, Baltimore, MD	Waterford Park Wake Lake, Chesterfield County, VA
Middle Ground Boulevard Extension, Newport News, VA	Waterford Park Water Supply Well, Chesterfield County, VA
Midlothian Turnpike Bridge Chloride Testing, Richmond, VA	Waterford Park Well Location, Chesterfield County, VA
North Campus Streetscape Improvements, Baltimore, MD	Waterford Park Whitewater Park, Chesterfield County, VA
Nuckols Road Turn Lane, Glen Allen, VA	York County Lackey PS Rehab Design, Yorktown, VA
Odd Fellows Interchange, Lynchburg, VA	

Cite Design

Fulton Hill Park, Richmond, VA	Garrett Street, Charlottesville, VA
Ann Hardy Park, Richmond, VA	Hope, Goochland County, VA
HCA Henrico Doctor's Office, Richmond, VA	

Commonwealth Architects

River Road Shopping Center, Henrico, VA	Multiple Shopping Centers, Multiple Locations, VA
Multiple Hermitage Country Club, Manakin-Sabot, VA	Pruitt Companies, Notch + Oak Hill East, Goochland, VA
Multiple Salisbury Country Club, Midlothian, VA	Kiddy Care Daycare, West Creek, Goochland, VA
Westwood Club, Richmond, VA	Powhatan Day Care, Powhatan, VA
Chesapeake Bank, Patterson Avenue, Richmond, VA	Multiple Virginia Credit Union Branches, Multiple Locations, VA
On-Call Contract, Fluvanna and Orange Counties, VA	Bowl America, Short Pump, VA

4.2.3.7 PROJECT APPROACH

TYPICAL APPROACH

At the beginning of each assignment, our Contract Manager, Mr. Mills will identify the team that best aligns with the scope of work for that particular task assignment, whether an individual or a multi-disciplinary team, and assign the team. He will also assist the Task Managers to oversee the day-to-day management and completion of all task assignments.

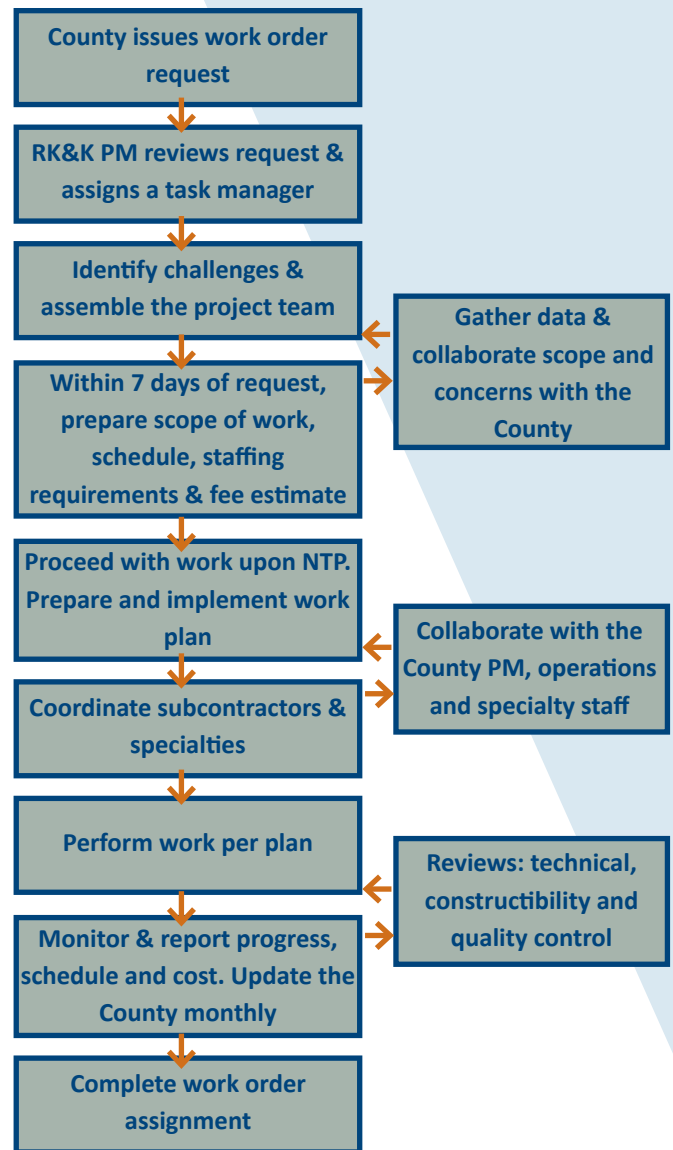
Based on our experience with annual on-call service contracts, a typical assignment includes the steps shown in the flow chart. In the event of an emergency, work will commence immediately while the project documentation is prepared.

Specific details regarding RK&K’s normal project management approach to be utilized during this contract are outlined in the steps below. This approach will be customized to the specific requirements of each particular project.

PROJECT TASK ORDER WORKFLOW

Project Initiation / Identify the Project Scope, Budget and Establish Schedule: We will begin each project with a kickoff meeting that establishes lines of communication and project goals. At the end of this meeting, we will have a clear plan for accomplishing project tasks within the agreed upon schedule with milestone dates identified that accounts for design, reviews, outside agency oversight, approval, award, pre-construction and construction activities. Mr. Mills will also assign the appropriate personnel resources to complete your projects requirements, prepare a detailed scope of work, budget, anticipated schedule and staffing requirements. These will be reviewed in draft format with the County’s representatives.

Technical and Fee Proposal: During this phase, the team will identify task requirements and critical issues; identify critical path task milestones; assign subconsultants, if needed; clarify and prepare scope of work; and develop fee using approved hourly rates.



Site Investigations and Data Collection: Our site investigations will incorporate all existing data and information and will be supplemented by our visits to the project site for our own analysis. We will also investigate the regulatory requirements and restrictions that may apply to the site. These regulatory constraints need to be identified early on, so that they can be accommodated into the concept planning.

4.2.3.7 PROJECT APPROACH

Conceptual Design and Schematic Design Phase: Our project team will work in concert with your representatives to define the goals and vision for your project during the conceptual design phase. We will discuss and evaluate the alternative solutions and present our findings to the County's representatives with a list of pros and cons and a recommended design concept. Once the conceptual plan is set, we will then develop a Schematic Plan that clearly identifies all elements of the project.

Project Reviews: Internal and County project reviews will be important to the success of the project. Examples of the key milestone reviews to be provided include:

- Preliminary plan review at the 30% plan completion stage
- Quality control review for Field Inspection at the 70% plan completion stage
- Quality control review for final plans prior to advertisement for construction

These reviews will provide the basis for scheduled technical input from the County's staff as well as others. In addition to scheduled reviews, RK&K will maintain an open line of communication with the County's project manager and will exchange updates, technical information and will review key issues as they develop.

Internal Coordination and Project Assignments: At RK&K, we believe proactive communication with your staff is as important as interdepartmental coordination within our firm. Quality Control and communication between the Project Team will be coordinated by our Contract Manager. Mr. Mills will meet regularly to effectively transfer and convey information among team members. This will ensure that our entire project team is aware of the key milestone dates in our schedule, as well as the importance of meeting all intermediate deadlines. Frequent communication will also ensure that all team members have a clear understanding of the project scope, goals and design criteria.

Cost and Time Estimating: We will prepare construction cost estimates by hand in addition to using our automated cost estimating system. We will notify the County's representatives immediately when a condition/circumstance exists affecting the budget of the project. This approach has proven very effective with construction bids consistently within five percent of the cost estimate for contracts for \$1,000,000 or less and within three percent for contracts greater than \$5,000,000. Construction change orders have been consistently within two percent of construction cost. We are delighted to say that none of our projects have been jeopardized by cost overruns. This is attributable to our ability to establish an accurate project budget during the early stages, and our ability to design to that budget. Mr. Mills will carefully monitor the budget on a weekly basis.

Public Meetings and Presentations: RK&K realizes public participation is vital to the processes of community design, planning and development. By involving citizens and stakeholders of the community into the planning process, trust is built and the final design of a project can often be greatly improved. Other advantages are that, in most instances, it helps prevent costs associated with public opposition, as well as keeps the project on schedule. We will include any public meeting dates as milestones in the project schedule.

Quality Assurance and Quality Control: RK&K recognizes the importance of developing the highest quality designs and contract documents. RK&K has developed a Quality Assurance/Quality Control Manual to fulfill this commitment. This manual is distributed to every employee at RK&K and is reviewed periodically, enabling RK&K to continuously update and improve our QA/QC Program. We will integrate our QA/QC Program with the County of Fluvanna's approach to managing each project's budget and schedule. We will perform Quality Control Reviews of documents during each phase, including subconsultants assigned to our team, at 60 percent and 95 percent CD's.

4.2.3.7 PROJECT APPROACH



Additional plan reviews will be performed by a Construction Administrator that will provide a “contractor’s perspective” review of all project documents for constructability, content and technical accuracy before submission to reviewing agencies. The result of the Construction Administrator’s involvement is delivering a valuable final product, which encourages design innovation and interaction within the entire project team, while facilitating understanding by your staff, regulatory agencies and ultimately the contractor.

Construction Documents Phase: Mr. Mills will schedule meetings with your representatives during the 50, 90 and 100 CD phases to review drawings and incorporate any design changes or modifications to the project scope. RK&K has earned a highly regarded reputation for providing complete and professional construction documents.

Bidding and Construction Administration Phase: We understand that our job is not finished until the project construction is complete. We offer assistance to the County during construction, including attendance at the pre-construction meeting, review of contractor shop drawing submittal(s), responding to contractor requests for information (RFIs), preparation of as-built documents, attend meetings with the contractor as requested by the County, and other required construction management tasks, including construction inspection.

RK&K employs a current staff of approximately 200 construction management and inspection professionals. This staff includes project managers, resident engineers, inspectors and construction engineer specialists in scheduling and claims analysis are experts managing and/or inspecting a diverse group of projects for local, state and federal agencies. From a simple utility plan design to a complex water/wastewater plant, our staff provides oversight/management of projects during all phases – preconstruction, procurement, construction and post-construction – as a true extension of the County’s staff.

SUMMARY DESIGN SCHEDULE FOR DELIVERY OF COMPLETE DESIGN PACKAGE

The scope of services will be developed in concert with County staff and documented in the project work plan. Particular attention will be given to defining critical issues and any project constraints, developing a completion schedule, and including key milestones. The schedule will be in the form of a Gantt Chart showing work components planned week to week throughout the duration of the project. The schedule will be compressed, where possible, by managing execution of tasks concurrently and prioritizing tasks to meet key milestones and schedule constraints. The budget for each project will be based on man-hour estimates developed for the proposed tasks.

4.2.3.8 REPRESENTATIVE PROJECTS

AVAILABILITY OF STAFF

At any given point in time, RK&K staff may be working on anywhere from 10 to 25 infrastructure design projects or tasks. These assignments are typically below \$100K in design fee and can last anywhere from one month to over a year. Because of our depth of staff, and our familiarity and proven approach to delivering on-call contracts, we are confident in our ability to meet the County's needs for any assignment under this contract. Our team's current workload will have no impact on our ability to provide services to the County during the contract period.

We are confident our current workload and staff availability will allow us to exceed your expectations regarding quality of service, technical capability and responsiveness. Additionally, our subconsultants have assured us they have more than sufficient staff capacity to devote to their areas of discipline.

PROJECT DOCUMENTATION AND REPORTING

Regardless of the size of the project, proper documentation and record keeping practices must be followed, maintained in a neat and orderly manner, and kept up to date. RK&K will maintain complete and accurate project documentation including an inspector's daily report (IDRs), project diary, backup for pay quantities to include sketches, material source approval and invoices, force account records, approved shop drawings and catalog cuts and an ongoing project-wide punch list. In addition, maintain a complete correspondence file and copies of all materials and performance testing results. On an ongoing basis, we will also complete up-to-date red-line record drawings representing current as-built conditions of the project, independent of those being prepared by the contractor. Red-lines will indicate all significant changes to the construction plans and specifications. Furthermore, we will photograph the construction prior to commencement and as it progresses, with attention to areas of potential claims.



RELEVANT PROJECT EXPERIENCE

We have provided detailed project examples, as requested, on the following pages that demonstrate our experience containing client references that can attest to the quality of our work, timeliness, diligence, and our ability to meet budget and schedule. We grant the County permission to contact our references for purposes of evaluating RK&K and we acknowledge that information obtained will not be disclosed to us. When contacting our references, we encourage you to inquire how they would rate our management skills, technical competence, commitment to service and project delivery. Our clients consistently report that our services exceed their expectations.

4.2.3.8 REPRESENTATIVE PROJECTS

ANNUAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

COUNTY OF FLUVANNA, VA

Owner: County of Fluvanna

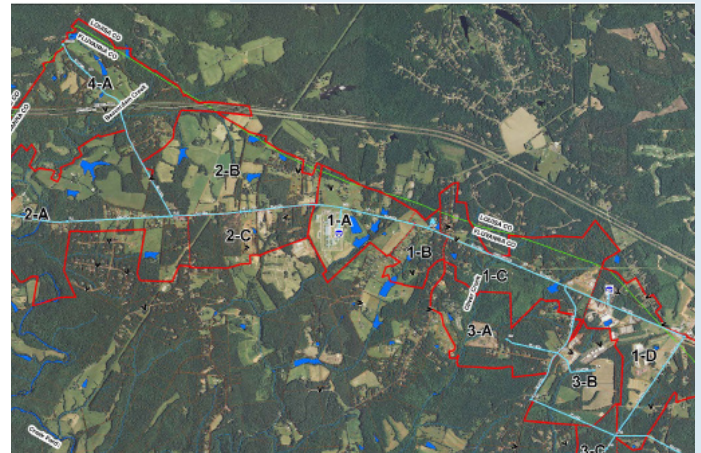
Contact: Wayne Stephens | 434.591.1925

Completed: Ongoing

Cost: \$1M / year

RK&K is currently under contract with the County of Fluvanna to provide engineering and architectural services. Services include civil engineering and design, architectural design, site planning, construction phase services, inspection services, and associated surveying, environmental, geotechnical, and architectural services. Task orders assigned to this contract may include evaluation and design of water and sewer facilities, design of improvements to wastewater pumping and water booster pump stations and well facilities, water and sewer system modeling, professional services associated with design and operation of solid waste facilities, regulatory issues and coordination with regulatory agencies, site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and stormwater management facilities, geotechnical services, construction administration, grant administration, and inspection services associated with capital improvement projects.

Zion Crossroads Area Water and Sewer Evaluation: RK&K completed a Preliminary Engineering Report (PER) that will develop a water and wastewater master plan for a service area of approximately 5,000 acres in the Zion Crossroads district. This PER included background, mapping, figures, demand projections, water modeling, storage analysis, preliminary engineering, and cost estimates in order for the County to be able to review short and long term options for logically moving forward with development of this area. A phased approach was included in the PER in order to spread capital infrastructure costs out while



revenue begins to grow. The first phase of design projects will include a new 0.5 MG elevated water tank, 1 MGD booster pump station, four miles of water distribution main and 4.5 miles of sewer force main.

In order to meet the long term demand projections, additional water source and wastewater treatment options were identified so the County can begin the planning process.



ANNUAL ENGINEERING SERVICES CONTRACT

CITY OF RICHMOND, VA

Owner: City of Richmond

Contact: Benjamin Lamont | 804.646.6339

Completed: Ongoing

Cost: \$1M / year

RK&K has performed hundreds of individual tasks for the City of Richmond under the City's Annual Engineering Services Contract. Our work includes traffic signal design; traffic engineering analyses; roadway and drainage improvements; stormwater management design; waterfront remediation; business park studies; geotechnical studies and remediation; bridge rating and remediation studies; bridge inspections; and landscape improvements.

Broad Street / Belvidere Street Intersection Improvements:

This Virginia Department of Transportation funded project,

4.2.3.8 REPRESENTATIVE PROJECTS

located through the heavily traveled intersections in the Broad and Belvidere Street corridors, had approximately 2,200 linear feet of urban roadway improvements included as well as signalization improvements at three intersections. This complex, urban six-lane divided roadway project included the design of medians, turn lanes, pavement widening, street reconstruction, commercial entrance relocations, sidewalks, right-of-way acquisition and drainage modifications. This project had complex maintenance of traffic and RK&K assisted the City by developing multiple construction phases which provided continued pedestrian access through this high volume traffic area. Due to unforeseen site conditions, RK&K worked closely with the contractor and City managers to remedy issues found during construction. RK&K also addressed complex right-of-way constraints. The final design enhanced several roadway, median, sidewalk and curb ramp elements, improved intersection safety and provided ADA-compliant pedestrian facilities for this critical City of Richmond intersection.

Walmsley Boulevard Improvements: This project consisted of approximately 5,000 linear feet of roadway and drainage improvements for an urban minor arterial. It was designated as a VDOT safety enhancement project and required improvements to horizontal and vertical geometry that would improve sight distance. Project plans were prepared in metric units. In addition, a supplemental study was performed at the request of the VDOT Environmental Division of the Richmond District. This study was used to determine the feasibility of constructing the roadway near an historical site.

14th Street Corridor Improvements: This VDOT-funded project involved improvements to 1,600 linear feet of roadway in an urban environment in downtown Richmond. This project included signalization improvements to two intersections, street reconstruction, pavement widening, commercial entrance relocations, drainage modifications, brick, and concrete sidewalks, segments of cobblestone roadway and coordination of



street light design and property acquisition. Close coordination and consideration was necessary in this area of Shockoe Slip in regards to current business owners and future development.

Safety Improvement Program: Traffic engineering plans were prepared for signalization and geometric modifications to 13 intersections in the Richmond area including 11 downtown. These include seven intersections on the Main Street corridor, four intersections on the 8th Street corridor, the intersection of Bells Road and Castlewood Road and Crutchfield Street and Roanoke Street. The project consists of providing a signal modification plan for each of 11 intersections, one new signal installation and one intersection improvement through channelization. RK&K worked closely with the City to provide plans in accordance with City of Richmond and VDOT standards.

Woodstock Drainage Improvements: RK&K was responsible for the hydrologic/hydraulic analysis and design of a stormwater collection system in an existing urban residential area. The original collection system of open ditches and culvert pipes was inadequate, causing street and residential flooding during minor storm events. The final design incorporated bid alternatives which included 3,600 linear feet of improvements and material options that included concrete and high density polyethylene pipe and structures. The original outfall was upgraded to a trapezoidal channel with a low flow paved invert. Included in the

4.2.3.8 REPRESENTATIVE PROJECTS

design was the adjustment of 6-, 8- and 24-inch water mains, 8-inch sanitary sewers and multiple residential sanitary laterals and water service lines.

31st and Grace Retaining Wall and Slope Repairs: After Tropical Storm Gaston, RK&K developed slope stabilization studies, slope repairs and designed a retaining wall with tie backs for this site. Work was in response to natural disaster and had to be done in accordance with FEMA standards, oversight, review and development.

Stormwater Improvement Projects: RK&K has recently provided design services for multiple stormwater improvement projects. The scope of these projects has varied greatly, ranging from drainage improvements on individual properties to large neighborhood improvement plans requiring construction advertisement documents. RK&K has been able to successfully apply a varying degree of improvement methods to these various projects. These methods have included typical storm drain or ditch improvements as well as low impact improvements such as french drain systems to alleviate standing water within overly flat areas. RK&K has also provided coordination with outside environmental and state agencies to obtain the required environmental permits for projects which have been located within designated Resource Management Areas or Historic sites.



ANNUAL ENGINEERING SERVICES CONTRACT

CITY OF CHARLOTTESVILLE, VA

Owner: City of Charlottesville

Contact: Jeannette Janiczek | 434.970.3309

Completed: Ongoing

Cost: \$5.3M

RK&K currently holds the Annual General Civil Engineering contract with the City of Charlottesville's Department of Neighborhood Development Services to provide project management, studies, design and construction administration

services for civil, roadway, traffic, utility and facility projects. Example projects have included:

Pedestrian Bridge at McIntire Park: RK&K has been responsible for the design of a pedestrian bridge crossing over railroad tracks in McIntire Municipal Park. Design work included determining an appropriate location and layout of the bridge and associated ramps that balanced working with the challenging topography of the project site as well as providing a convenient crossing location to park users. Another key aspect of the project was RK&K's efforts in coordinating with Norfolk Southern Railroad to obtain approval of preliminary design plans and ensure that the bridge design would meet all of the railroad's requirements and specifications. The design utilizes a prefabricated steel truss bridge and cast-in-place concrete retaining walls to support the ADA-compliant ramps approaching the bridge. We worked closely with the client to provide options to meet budgetary restrictions and yet provide an aesthetically pleasing structure that complemented the surrounding area. Also assisted the City to coordinate public meetings and other public outreach efforts.

7th Street Water Main Replacement: This project was a fast-track design in conjunction with a private multi-unit residential building being built adjacent to 7th Street in downtown Charlottesville. The City needed to provide adequate water redundancy for fire protection for the new buildings. RK&K provided design plans, specifications and bid documents for the



4.2.3.8 REPRESENTATIVE PROJECTS

City to advertise for private contractors to construct the new water line. The new 8-inch water line extended approximately 350 feet within 7th Street tying into an existing water main on Dice Street and terminating near the existing railroad crossing. Houses along the route were connected to the new water main and the old water main was removed from service.

Stadium Interceptor Sewer Replacement: A sewer upgrade along one of the City's major sewer outfalls was needed to eliminate peak flow issues with the sewer main. Work included approximately 5,000 linear feet of sewer main replacement, upgrading the existing sewer to 24-inches in diameter. The project starts in a neighborhood, crosses two active roadways and then proceeds through private, but relatively open or wooded areas. The entire route is immediately adjacent to an urban stream. RK&K's work included the complete design and delivery of plans, specifications and bid documents; site surveys, Stage II - RK&K was requested to proceed with modeling the pond and the watershed to determine the best design to achieve the City's goals for the pond. RK&K performed an independent hydraulic analysis of the watershed and developed tailwater data on the stream immediately downstream of the pond outfall. This tailwater information was important as the tailwater seemed to be influencing the pond's performance during certain storm events. RK&K developed pond routing scenarios for various storm events and tested these against the desired performance of the pond. RK&K's alternate design increased the outfall size from the pond, adjusted the outfall elevations to minimize influence on the pond from downstream, and modified the pond grading to potentially offset some of the cost of the larger outfall structure. The revised design was coordinated with the City and with VDOT engineers.

Water Main Replacement: RK&K was responsible for providing topographic surveys, subsurface utility field data, preliminary design and final design services needed to improve fire protection and the overall water distribution system in seven



locations within the City. The project includes the installation of 8-inch ductile iron water mains at Chestnut Street, Cherry Street, Myrtle Street, 18th Street, Short 18th Street and two locations on Chesapeake Street.

Sidewalk Material Investigation and Report: City engineers were working with City planners to develop a potential sidewalk alternative along a neighborhood street that would be acceptable to adjacent property owners. No sidewalk existed at this location and the area is frequently used by pedestrians. At least one adjacent property owner had asked the City if there were any permeable alternatives to sidewalk that could be used for this area. RK&K developed paving alternatives with cost information which included advantages and disadvantages so that the information could be presented to the Planning Commission within a few days. RK&K provided four alternative paving applications with various levels of permeability in time for City staff to prepare for the upcoming meeting and present the alternatives.

Kroger / Virginia Power Traffic Impact Study: RK&K developed a traffic impact study for the potential redevelopment of the existing Virginia Power and Kroger Shopping Center sites that lie within one of the most congested areas in Charlottesville. The sites are bounded by the U.S. 250 bypass, U.S. 29 and Hydraulic Road. The potential redevelopment scenarios included partial

4.2.3.8 REPRESENTATIVE PROJECTS



and complete redevelopment of the site with a “big box” retailer and several outparcels. In order to develop impact studies, RK&K calculated current year traffic volumes from several nearby studies. RK&K looked at future year scenarios including major developments in nearby Albemarle County as well as future streets included in the area master plan. RK&K’s study revealed that a number of minor improvements could be made at various intersections to moderately improve traffic conditions and provide access to the site.

Route 250 Speed Study: RK&K performed automatic speed data collection for 48-hours on May 20, 2009 at three locations along US 250, US 250 between Barracks Road and Emmet Street, US 250 between McIntire Park Entire and Rugby Avenue, and US 250 between Park Street and Locust Avenue. These three locations has the top three highest number of citations along US 250 in Charlottesville, based on Year 2007 and 2008 data. Additionally, they previously performed manual speed data collection at two locations along US 250, west of McIntire Road and east of McIntire Road. Vehicle Speed was recorded using radar meter.

Traffic Data Collection Vicinity of Route 250 Bypass at McIntire Road: RK&K collected the traffic data at the 12 sites in the vicinity of the Route 250 Bypass and McIntire proposed interchange. The counts were collected for a minimum 48-hour period and provided data broken down into FHWA’s 13 vehicle size/weight classifications.

Rose Hill Drive Bikeway Project: RK&K provided striping plans for new bike lanes along Rose Hill Drive from Preston Avenue, then along Rugby Avenue from Rose Hill Drive to McIntire Park. The scope of this project included a review of bike lane concepts, public outreach displays, and signing and striping plans. As part of this project, they conducted field observations at Burley Middle School during the morning and afternoon. Burley Middle School is located on Rose Hill Drive, near the intersection of Rose Hill Drive and Henry Avenue. The purpose of this observation was to study the on-street kiss-and-ride zone and to find a “safe routes” solution for the bikeway.

CIP Neighborhood Projects: RK&K assisted the City of Charlottesville with prioritizing their neighborhood CIP projects into a package for bidding various neighborhood improvements throughout the City. Projects included drainage improvements, the addition of curb and gutter, traffic calming measures and safety improvements.

ON-CALL ENGINEERING AND SUPPORT SERVICES FOR CAPITAL IMPROVEMENT PROGRAM

SPOTSYLVANIA COUNTY, VA

Client: Spotsylvania County

Contact: Ronnie Baker | 540.507.7325

Dates: Ongoing

Cost: \$220K (fee)

The Spotsylvania County Utilities Department contracted RK&K to provide multi-discipline professional engineering services, as part of a task order contract on projects that include, water and sewer infrastructure planning, water storage facilities, water resources studies, water and sewer infrastructure design, construction estimates, construction specifications, bidding documents, surveying, easement plats, easement acquisition, environmental assessment, and construction management services.

4.2.3.8 REPRESENTATIVE PROJECTS

Some of the current projects include:

Country Club Estates Waterline Replacement Project: The project includes the design of approximately 6,000 linear feet of new 6-inch and 8-inch water mains replacing existing water mains serving approximately 40 properties within a residential area. Tasks include the development of design drawings, technical specifications, and a construction cost estimate, as well as bidding and construction administration services.

Pump Station #43 and #16 Pump Station Abandonment Project: RK&K is designing approximately 2,000 linear feet of new 8-inch gravity sewer, allowing for the abandonment of two pump stations and several thousand feet of existing force main. The project includes the design of a jack and bore operation across a VDOT right-of-way, an environmental assessment, and the preparation of detailed pump station abandonment and bypass pumping plans.

Olde Greenwich Circle Sanitary Sewer Replacement Project: The project involves the design of approximately 700 linear feet of new 8-inch sanitary sewer replacing existing sewers located in the backyards of a townhouse complex. The work includes the replacement of approximately 40 sanitary sewer laterals from the sewer main up to the townhouses.



THE NOTCH AT WEST CREEK

GOOCHLAND COUNTY, VA

Client: West Creek Associates

Contact: Thomas Pruitt | 804.285.3800

Dates: Ongoing

Cost: \$306K (fee)

The Notch is a new phase of development at the northern end of the West Creek Business Park. This 230-acre mixed-use development is located along Broad Street west of Short Pump at the I-288 interchange. RK&K is providing civil engineering services for a new phased development at the northern end of



West Creek Business Park (The Notch). This 230-acre mixed-use development includes retail, medical office facilities, general offices and a corporate campus, a hotel, and an apartment community.

West Creek Development Interchange at Route 288 Feasibility Study: RK&K conducted traffic analysis for a new interchange which would provide direct access to the Notch.

West Creek Medical Center: Provided condition assessment, parking lot layout and design, access road design, and stormwater management for 64,000 SF medical office and additional 40-acre of future expansion.

Wilkes Ridge Drive/Circle: Roadway design for approximately 0.45 mile road extension with 12"-inch water main and sewer system.

Stormwater Management: Approximately 60-acre of contributing drainage area will be treated for maximum development within a single, master planned SWM/BMP wet pond with wetland pre-treatment.

RK&K has continued master planning of 80,000 square feet of retail concentration area and a 30-acre medical campus within the roadway network.

4.2.3.8 REPRESENTATIVE PROJECTS

RICHMOND-HENRICO TURNPIKE “SMART SCALE” **HENRICO COUNTY, VA**

Client: Virginia Department of Transportation

Contact: James Henegar | 540.375.3571

Dates: Ongoing

Cost: \$758K (fee)

RK&K was tasked by Henrico County with developing concept plans and cost estimates to widen Richmond-Henrico Turnpike from 2-lanes to 4-lanes from Laburnum Avenue to north of Azalea Avenue. Additionally, RK&K prepared the Smart Scale project application on behalf of the County, with a focus on identifying elements which could be readily integrated into the project to increase the overall project benefit score. We worked closely with County staff to understand potential right-of-way costs, including possible donation by Richmond International Raceway, and recommended that all those costs be included in the application, with a corresponding County funding contribution to further indicate the County’s support for the project. Three (3) applications were ultimately submitted, one (1) for each of two (2) phases, and then one (1) for the overall project. Both phases were ultimately funded by VDOT.

VIRGINIA CAPITAL TRAIL **CITY OF RICHMOND, VA**

Client: City of Richmond

Contact: Lamont Benjamin | 804.646.6339

Dates: 2015

Cost: \$220K (fee)

Under an annual services contract, RK&K provided design services for a 0.7-mile segment of a multi-use bicycle and pedestrian trail in east Richmond along the James River. The project is a segment of the Virginia Capital Trail, a 55-mile regional bicycle and pedestrian trail running between Williamsburg and Jamestown to Richmond. This segment is part of a “Rails-to-Trails” conversion project with the alignment running predominately along an

existing CSX railroad spur to the Lehigh Cement property. RK&K provided trail layout plan, typical sections, demolition, grading, lighting, landscaping, signing and pavement markings, construction details, pedestrian bridge design, geotechnical / subsurface exploration, preliminary HAZMAT investigations, project quantities, and cost estimates.



CAMP HANOVER

HANOVER COUNTY, VA

Client: Presbytery of the James

Contact: Doug Walters | 804.779.2811

Dates: 2015

Cost: \$50K (fee)

Camp Hanover is a 600-acre camp and retreat center offering retreat center facilities with camping, hogan-style lodging, conference center and mess hall dining. RK&K provided a feasibility study and master plan for the expansion and renovation of meeting, lodging and community activities spaces. The study expands the center and improves access to the site and lake facilities. Expansion of septic field, domestic water supply, fire line extension and emergency access are part of the overall feasibility and preliminary engineering.

Water System Improvements: RK&K provided improvements for approximately 8,000 LF of 1-4 inch waterline replacements, well

4.2.3.8 REPRESENTATIVE PROJECTS



house upgrades, and a new water storage tank. The well house upgrades included two booster pumps, new piping and valving, and a 2,000 gallon storage tank. The project also included over 600 linear feet of directional drilling under an existing lake. These upgrades will allow the Camp to add more cabins and increase the amount of children and adults that can attend the Retreat Center.

Dam Break Analysis and Flood Mapping: Camp Hanover operates a DCR regulated dam and was issued a conditional operation and maintenance certificate with required actions to bring the dam into full compliance with DCR Impounding Structure Regulations. RK&K accelerated this process by performing the analysis to obtain the Operation and Maintenance Certificate for a Special Low Hazard Impounding Structure. Utilizing Hanover County GIS to establish watershed mapping, RK&K utilized HEC-RAS to simulate dam break scenarios for the Sunny Day, Probable Maximum Flood (PMF), and 100-yr Flood. Dam break inundation zone maps were created to depict inundation lines that represent downstream flooding for these scenarios. A completed Record Report Form DCR 199-100 with signed and sealed letter certifying that the facility meets the requirements of a Special Low Hazard Impounding Structure was approved by DCR.

MARTHA JEFFERSON HOSPITAL AT PETER JEFFERSON PLACE

ALBEMARLE COUNTY, VA

Client: Martha Jefferson Foundation / Health Services

Contact: Mike Spatz | 434.982.7303

Dates: 2011

Cost: \$380K (fee)

Peter Jefferson Place (PIP) is a 250-acre master planned commercial development with multiple corporate office buildings and hotel, restaurant and bank offices interior to the development. Martha Jefferson Hospital Campus (MJH) is a 90-acre portion of the Peter Jefferson Place development. The campus expansion required design of the VDOT collector road network, public sanitary sewer and water systems. The project included overall hydrologic and hydraulic analysis for stormwater quality compliance per overall master plan study.

As a continuation of the MJH's Outpatient Care Center development, RK&K was contracted for master plan and design services for the new hospital relocation. The contract scope included master planning services in coordination with the design team of Kahler Slater Architects and Graef, Anholt and Schloemer & Associates. The master planning included the campus site plan with collector road network, service utilities, and stormwater management in response to MJH, Virginia Department of Transportation, and the County of Albemarle requirements and design criteria.

RK&K was assigned the design task of collector road network extension and connection to existing VDOT road system. The new roadways comprised approximately 5,000 linear feet of 'urban collector' road classification. The roadway design included site plan coordination for drainage system and mass-grading preparation for overall campus development. Engineering design services also included minor site plan amendments to existing MJH Outpatient Care Center and an office building for future MJH facilities offices.

4.2.3.8 REPRESENTATIVE PROJECTS

The campus development program required multiple design plans “Mass Grading and Overall Erosion and Sediment Control,” “Road and Drainage Plans” and “Hospital Campus Site Plans.” Plans were completed on an accelerated schedule to provide early land disturbance permits and review/approval of VDOT road plans prior to completing the master plan. Close coordination with VDOT was critical to keep the project progressing on schedule. Land disturbance began on time to meet previously approved Army Corps permit. Road, utilities and site plans were completed and approved to meet set construction schedule. This project was awarded a LEED® certification by the U.S. Green Building Council.

WASTEWATER TREATMENT PLANT UPGRADE

POWHATAN COUNTY, VA

Client: Virginia Department of Corrections

Contact: Jim Schrecengost | 804.674.3102

Dates: 2011

Cost: \$3M

RK&K completed the design of an upgrade for the Powhatan Wastewater Treatment Plant (WWTP) that is owned and operated by the Department of Corrections and serves the Powhatan Correctional Center. The project includes upgrades necessary to comply with the Chesapeake Bay Acts effluent nutrient limits which are 6 mg/l total nitrogen (TN) and 0.5 mg/l total phosphorus (TP). The project also includes a new laboratory and site improvements to provide and improved access road and drainage.

The existing Powhatan WWTP was an extended air, suspended growth facility designed for an average daily flow of 0.465 mgd and operating at a current flow of approximately 0.3 mgd. Treatment includes influent screening, flow equalization, biological treatment using intermittent aeration, clarification using three 25 foot diameter clarifiers, post clarification, and ultraviolet radiation (UV) disinfection. Dry powder alum is fed for phosphorus removal. Sludge is aerobically digested, dewatered and stored offsite. The facility was not originally designed for intermittent aeration, but plant operations staff has adjusted



the air control system to cost effectively provide a high degree of nitrogen removal. RK&K evaluated the existing facility to determine if the existing intermittent aeration and chemical feed systems were sufficient to meet the new effluent requirements. RK&K analyzed influent data, characterized influent loads, and evaluated existing operating data, and effluent data. RK&K created mass balances and used spreadsheet analyses of denitrification and nitrification capacities. It was determined that new continuous backwash filters will be provided and used for solids removal at current flows. As flows increase to the design flow and the denitrification capacity of the reactors decreases, the filters can be used as denitrification filters with the addition of supplemental carbon. A new liquid alum storage and feed facility was provided to eliminate problems associated with the powdered system. Aeration system controls and monitoring will also be upgraded and automated.

VINT HILL WASTEWATER TREATMENT PLANT, PHASE 1 AND 2

FAUQUIER COUNTY, VA

Owner: Fauquier County Water & Sanitary Authority

Contact: Cheryl Amant | 540.349.2092

Completed: 2011

Cost: \$461K (fee)

The Vint Hill Farms Station (VHFS) is located in the north-northeast portion of Fauquier County, Virginia, approximately 40 miles west of Washington, D.C. and 11 miles east of Warrenton,

4.2.3.8 REPRESENTATIVE PROJECTS

Virginia. The installation served as a base for regular military personnel and was converted to civilian use. The water and sewer systems are owned and operated by the Fauquier County Water and Sewer Authority.

RK&K completed the design and construction phase services for a new sequencing batch reactor (SBR) treatment system to replace existing trickling filters. The system was designed for a 0.6-mgd average daily flow capacity. Downstream filters were provided and can be operated as denitrification filters. The treatment system was designed to meet 5 mg/l TN and 0.5 mg/l TP.

Liquid treatment is accomplished generally using screening, grit removal, SBRs, post-SBR equalization, phosphorus precipitation using alum filtration, UV disinfection, and cascade post aeration. Chemical feed systems include methanol, hypochlorite and alum. The filters are designed to operate as denitrification filters. Solids processing is accomplished generally using aerobic digestion to achieve Class B biosolids, belt filter press dewatering, and temporary storage of dewatered cake prior to hauling off-site. An effluent pumping station is required to divert the plant discharge to Kettle Run. The SBR, post-equalization, and equipment room were designed into a single monolithic structure for cost savings and to reduce the structure footprint. Pre-cast, post-tensioned concrete construction was used for the SBR structure. Deep bed, continuous back wash filters were provided.

In the Fall of 2007, the Authority again contracted with RK&K to provide design services for an expansion of the SBR facility to 0.95 mgd and to upgrade the system to provide effluent quality meeting 3 mg/l total nitrogen and 0.3 mg/l total phosphorus. Construction of the Phase 2 project was completed in 2010 and the facility is meeting its effluent limits.

BASIC ENGINEERING SERVICES CONTRACT, GROUP 1

JAMES CITY COUNTY, VA



Owner: James City County

Contact: Danny Poe | 757.253.6810

Completed: 2010

Cost: \$260K

RK&K is contracted with James City County to provide general civil engineering services on an as needed annual basis. Projects can include a wide variety of civil, site, pedestrian, utility and general services assignments. Tasks include:

Task 1 – Upgrades to Well Houses 25 and 26: RK&K is provided design, bidding and construction phase services for Renovations to Well Houses W-25 and W-26 for James City Service Authority (JCSA). In order to meet the needs of its customers in the upper parts of the County, JCSA is upgrading its well system to enhance water production, storage and delivery. The upgrades are required to improve system operability involving two remote well systems with shared storage through the installation of VFD's for the existing well and transfer pumps and associated electrical, control, SCADA and HVAC upgrades.

Task 2 – Lift Station 9-5, Capacity / Upgrade Analysis and Design: RK&K performed a preliminary engineering evaluation of pumping system and electrical upgrades required at LS 9-5 to accommodate increased discharge head requirements established by HRSD. James City Service Authority (JCSA) owns and operates LS 9-5 located at the Wellington subdivision in the

4.2.3.8 REPRESENTATIVE PROJECTS

northern portion of the County. The pump station was designed to accommodate peak discharge conditions of 450 gpm at 141 feet TDH. During wet weather events, pressure conditions in the interceptor force main are reported to exceed the basis of design pressure resulting in discharge head conditions that approach 190 feet (at 450 gpm). The pump station is locked out under these higher head conditions requiring use of a standby



pump to convey sewage from the lift station wet well to HRSD's interceptor force main. The ultimate peak capacity requirement of the lift station is 1,050 gpm. The wet well and control building were sized to accommodate the projected flow, but the existing pumps and electrical equipment will require replacement/upgrades to achieve the required flow rates. The study results suggest system upgrades involving high head series pumping equipment is required to accommodate the realized head conditions and projected development growth. Design of the

4.2.3.9 EFFECTIVE COST CONTROL

OFFERER'S COST CONTROL METHODOLOGY

Our two primary methods used to control cost are open communication and keeping an eye on the project budget. We realize that effective and reliable communication keeps the project's scope understood by all stakeholders as the project progresses. The other step is our cost control plan that focuses on both our internal cost and assignment schedule as well as the construction cost of the facilities being designed. In this atmosphere of budgetary constraints, nobody likes surprises. Therefore, we maintain a routine of monitoring and updating project costs. Our management information system provides timely reports so project/task managers know where they are from a budget standpoint on real-time basis.

APPROACH FOR REDUCING PROJECT COSTS

As a quality management technique, we prepare construction cost estimates by hand in addition to using our automated cost estimating system. We will notify the County immediately when a condition or circumstance exists affecting the budget of the project. We are delighted to say that none of our projects have been jeopardized by cost overruns. This is attributable to our ability to establish an accurate project budget during the early stages of the project, and our ability to design to that budget.

DOCUMENTATION, TRACKING AND REPORTING SYSTEM

RK&K brings a track record of consistently meeting scheduled milestones and project budgets. We accomplish this objective by implementing a tried-and-true project scheduling and cost control approach, which has been refined by project managers throughout the firm for decades. The approach entails preparing and submitting for client review a computerized schedule and cost control plan for each of the major work elements defined in the scope of work. We also prepare and submit for client review a simplified schedule of overall project deliverables in bar chart format using the conceptual completion date established



for each group of work elements. Both tabular and bar chart schedules are used as the basis for status reporting. Each month, we provide an updated schedule and cost control plan showing the current planning cost summary, amount invoiced to date, and amount earned but not invoiced. This information includes the required efforts of our subconsultants and is linked back to the overall projected expenditure schedule. We also provide monthly updates to the project deliverables bar chart and prepare written reports of progress, stipulating work accomplished during the reporting period, information required from the owner, delays and problems encountered, and planned corrective measures for any deviations from the schedule or cost control plan.

This approach has proven very effective with construction bids consistently within five percent of the cost estimate for contracts for \$1,000,000 or less and within three percent for contracts greater than \$5,000,000. Construction change orders have been consistently within two percent of construction cost. We are delighted to say that none of our projects have been jeopardized by cost overruns. This is attributable to our ability to establish an accurate project budget during the early stages, and our ability to design to that budget.

4.2.3.9 EFFECTIVE COST CONTROL

QUALITY CONTROL PROGRAM

Quality is something we take seriously at RK&K, and it is one of our core values. Our projects employ a continuous QA/QC approach that contains multiple facets. The importance RK&K places on developing the highest quality designs, plans, and engineering results can be summarized as follows: “We obtain future assignments from our clients in large measure on how we perform on our current assignments.”

With this in mind, RK&K has standardized policies in order to maintain quality procedures for the work we produce. This effort involves the entire staff in a “Total Quality Approach” to the work. The effort also involves the personal commitment of the RK&K Partners and Directors, who define and measure quality in terms of client satisfaction and employee involvement through continuous improvement in quality control and assurance. This journey will never be finished. It will achieve milestones of measurable quality improvements, but search for improvement will never end.

The development of projects assigned under this contract is an extension of RK&K’s Quality Assurance/Quality Control (QA/QC) Procedures and will require an effort by all involved personnel in producing quality engineering documents (studies, reports, plans, specifications, etc.) that:

- Are complete, accurate, and concise
- Provide sufficient detail and description
- Are consistent with established codes, design criteria, and County standards
- Provide a complete product that is constructible, operable, and maintainable
- Completely satisfies the needs of the County

To accomplish these goals, a commitment and an attitude to do the best possible job, regardless of any obstacles, is necessary from all at RK&K. By adhering to these goals, we will provide the County with engineering documents in which our team take

pride of authorship. Our Project Manager, Mr. Mills will make sure all RK&K team members, including all subconsultants, adhere to RK&K’s QA/QC procedures. He will also monitor the progression of each project to ensure a final product meets all guidelines and/or directives set forth by the County and state review guidelines and procedures, and other regulatory agencies applicable.

He will be assisted by Mr. Owen Peery, PE, who will serve as the QA/QC Manager for this contract. To ensure quality, he will be responsible for reviewing all documents for completeness and accuracy. He will perform formal quality control reviews during each phase of the project and at the conclusion where he will provide assurance for all deliverables prepared by our firm, as well as work prepared by our subconsultants. He understands first-hand the importance of addressing critical issues early and assuring that all technical deliverables including design memorandums, contract plans, specifications and engineering calculations are reviewed and checked in accordance with RK&K’s QA/QC procedures.

“We obtain future assignments from our clients in large measure on how we perform on our current assignments.”

4.2.3.10 REFERENCES

We are pleased to provide the following professional references to demonstrate our successful experience on similar contracts. We encourage you to call each of our clients below to further articulate the value RK&K provides. Please ask about not only the technical credentials of our staff, but also our commitment to schedule compliance, cost performance and communications.

Client: City of Richmond Department of Public Works

Address: 900 East Broad Street, Room 510, Richmond, VA 23219

Contact: M. Khara, Project Manager

Phone: 804.646.5413

Email: mkhara@richmondgov.com

Project: City of Richmond- Annual Engineering Services (Ongoing)

Scope: Performed more than 100 individual task orders for roadway and drainage improvements; stormwater management design; signalization; waterfront remediation; business park studies; geotechnical studies and remediation; bridge rating and remediation studies; bridge inspections; and landscaping improvements.

Client: City of Charlottesville

Address: 605 E. Main Street, Charlottesville, VA 22902

Contact: Jeanette Janiczek, UCI Program Manager

Phone: 434.970.3309

Email: janiczek@charlottesville.org

Project: Annual General Civil Engineering Services Contract (Ongoing)

Scope: RK&K has served the City under three consecutive contracts and is currently under contract with the City of Charlottesville's Department of Neighborhood Development Services to provide project management, studies, design and construction administration services for civil, roadway, traffic, utility and facility projects.

Client: Town of Blacksburg

Address: 300 South Main Street, Blacksburg, VA 24060

Contact: Randy Formica, Director of Engineer and GIS

Phone: 540.961.1121

Email: rformica@blacksburg.gov

Project: North Main Street Improvements

Scope: This project started under an On-Call Limited Design Services Contract with VDOT, and RK&K provided transportation planning and design services for this assignment. However, the final design was performed under contract to the Town of Blacksburg after the Town joined the Urban Construction Initiative. The project involved a half-mile stretch of North Main Street from College Avenue to Kabrich Street, reducing the existing roadway from two lanes in each direction to one lane with a shared center lane for left turns. The work included replacing the existing signalized T-intersection at North Main Street and Prices Fork Road with a gateway roundabout and adding pedestrian-actuated signals at three traffic signals.

4.2.3.10 REFERENCES

Client: Virginia Department of Transportation

Address: 1401 East Broad Street, Richmond, VA 23219

Contact: David Covington, Regional Project Manager

Phone: 434.422.9373

Email: david.covington@vdot.virginia.org

Project: VDOT Route 29 Solutions

Scope: RK&K was the Lead Engineer for the Route 29 Solutions Design-Build project, which consisted of three distinct 'elements' bundled into a single D-B contract. The three elements were: Route 29 and Rio Road Grade Separated Intersection; Route 29 Widening from four lanes to six lanes from Polo Grounds Road to Towncenter Drive; and Berkmar Drive Extension of 2.3 miles on new alignment from Hilton Heights Road to Towncenter Drive. The contract required that the depressed travel lanes and associated bridge along Route 29 in the center of the Rio Road intersection be constructed within one summer in a period of 103 days.

Client: Fauquier County Water & Sanitation Authority

Address: 7172 Kennedy Road, Warrenton, VA 20184

Contact: Cheryl Amant, Project Manager

Phone: 540.349.2092

Email: camant@fcwsa.org

Project: Vint Hill Farm Wastewater Treatment Plant (2002-2011)

Scope: RK&K completed the design and construction phase services for a new sequencing batch reactor (SBR) treatment system to replace existing trickling filters. The system was designed for a 0.6-mgd average daily flow capacity. Downstream filters were provided and can be operated as denitrification filters. The treatment system was designed to meet 5 mg/l TN and 0.5 mg/l TP. In the Fall of 2007, the Authority again contracted with RK&K to provide design services for an expansion of the SBR facility to 0.95 mgd and to upgrade the system to provide effluent quality meeting 3 mg/l total nitrogen and 0.3 mg/l total phosphorus.

RK&K and our local staff are proud of our record of consistently being re-selected for new contracts by former clients. RK&K has a repeat clientele rate of more than 80%. The quality of our performance is reflected in these repeat selections, as well as our ability to meet project schedules while maintaining reasonable fees. Project schedules are extremely important and are often driven by fiscal calendars, funding parameters, public safety, emergency situations, and/or regulatory requirements.

APPENDIX: EXCEPTIONS TO THE RFP

Per RFP Section “General Terms, Conditions and Instructions to Bidders and Contractors”, it appears that Sections 54 and 61 are intended more for a construction contractor than a contractor providing professional engineering services. As such, our professional liability carrier will not allow RK&K to enter into a Contract with Fluvanna County without some modifications. Below are our initial suggestions to address these matters. Should RK&K be selected for an Annual Contract, we will be happy to discuss specific language modifications that will meet both, Fluvanna County and RK&K’s requirements.

Section 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.~~ Contractor agrees to indemnify or hold harmless the County and its officers, officials, and employees against liability for damage arising out of the negligent acts, errors, or omissions, or the recklessness or intentionally wrongful conduct of the Contractor in its performance of the contract.

Section 61. GUARANTIES AND WARRANTIES:

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;~~ Consistent with that care and skill normally employed by members of the Contractor’s profession performing similar services on similar projects under similar circumstances, at the same time and in the same locality, and pursuant to a reasonably scheduled timeframe.



Fluvanna County - On-call Engineering Services Billing Rate Pre-Award Proposal Form (10/12/18)	
Consultant Rates	
Description	
Contract Manager / QA Manager	\$ 236.50
Project / Task Manager	\$ 200.00
Sr. Engineer / Sr. Scientist	\$ 152.50
Engineer / Designer / Scientist 3	\$ 110.00
Technical Support / Scientist 2	\$ 99.00
CADD Tech / Scientist 1	\$ 85.00
Senior Inspector	\$ 90.00
Inspector	\$ 78.00
Administrative	\$ 51.00
Specification/Report Writer	\$ 90.00
Other Direct Costs	
Blackline Prints	\$ 0.06
Redline Prints	\$ 0.14
Prints 24"x36" Black & White (\$/EA)	\$ 0.36
B/W 8 1/2" X11" Photocopies (\$/EA)	\$ 0.03
B/W 11" X17" Photocopies (\$/EA)	\$ 0.09
Color 8 1/2" X 11" Photocopies (\$/EA)	\$ 0.30
Color 11" X17" Photocopies (\$/EA)	\$ 0.40
Mylars (\$/SF)	1.40 / SF
Mileage	\$0.545
Mileage will be billed in accordance with the GSA travel guidelines in place at the time which travel occurs.	
Subcontractor Labor & ODC (Actual Cost + Mark-Up)	0%

Notes:

Hourly rates are based on personnel pay rate of those from organization chart posted in RFP response. These rates are for the first year of annual contract. A 4% escalation factor shall be added each subsequent year for 2nd, 3rd, and 4th year of contract extensions.

Fluvanna County - On-call Engineering Services Billing Rate Pre-Award Proposal Form (10/12/18)	
H&B Survey & Mapping, LLC	
Description	
Survey Project Manager	\$ 162.14
Licensed Survey manager	\$ 106.05
Senior Survey Technician	\$ 93.37
CADD Technician	\$ 76.25
Administration	\$ 71.50
2 Person Survey Crew	\$ 139.59
3 Person Survey Crew	\$ 189.41
4 Person Survey Crew	\$ 248.34
Researcher	\$ 91.96
Other Direct Costs	
Prints 24"x36" Black/White	\$2.10 per sheet
Prints 24"x36" Color	\$4.50 per sheet
Photocopies (8.5"x11") Black/White	\$0.06/copy
Photocopies (8.5"x11") Color	\$0.65/copy
Photocopies (11"x17") Black/White	\$0.20/copy
Photocopies (11"x17") Color	\$1.00/copy
Postage	at actual cost
Research	at actual cost
Traffic Control	(at cost - subconsultant)
Aerial Mapping	(at cost - subconsultant)
Utility Designation	(at cost - subconsultant)

Fluvanna County - On-call Engineering Services Billing Rate Pre-Award Proposal Form (10/12/18)	
Commonwealth Architects	
Description	
Architecture, Interior Architecture	
Principal	\$ 165.00
Project Manager	\$ 155.00
Sr. Architec / Interior Designer	\$ 140.00
Architect	\$ 110.00
Architectural / Interior Designer	\$ 95.00
Administration / Technical Support	\$ 80.00

Fluvanna County - On-call Engineering Services Billing Rate Pre-Award Proposal Form (10/12/18)	
Cite Design	
Description	
Principal / Landscape Architect	\$ 175.00
Associate / Landscape Architect	\$ 125.00
Landscape Architect	\$ 100.00
Designer	\$ 75.00
Design Intern	\$ 50.00



Charlottesville, Richmond and Newport News, Virginia
SCHEDULE OF PERSONNEL FEES
 Effective through December 31, 2018

Administrative	\$40.00/hr
Technician I	\$44.00/hr
Technician II	\$54.00/hr
Technician III	\$64.00/hr
Senior Technician I	\$78.00/hr
Senior Technician II	\$83.00/hr
Staff Engineer/Scientist	\$87.00/hr
Senior Staff Engineer/Scientist	\$104.00/hr
Project Engineer/Scientist	\$125.00/hr
Senior Engineer/Scientist	\$145.00/hr
Associate Engineer/Scientist	\$173.00/hr
Senior Associate Engineer/Scientist	\$189.00/hr
Principal	\$215.00/hr

NOTES:

1. Personnel fees are based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs is charged at the current IRS prevailing rate plus 15%. Travel by air or rail, lodging and meal expense for engineering personnel in the field is billed at cost plus 15%. The 15% markup covers the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses are billed at cost or at our prevailing hourly and mileage rates for our own personnel.
4. Overtime for field personnel is time on Saturday, Sunday, and national holidays; time exceeding 8 hrs/day, and time between the hours of 7:00 p.m. and 7:00 a.m. Overtime is charged at 1.5 times the above rates.
5. Subcontracted services and reimbursable expenses are marked up 15% to cover the cost of handling, insurance, and overhead.
6. An additional equipment rental fee of \$50/day or \$175/week will apply for the use of nuclear density equipment.



Charlottesville, Richmond and Newport News, Virginia
SCHEDULE OF FIELD EQUIPMENT RATES
 Effective through December 31, 2018

Nuclear Density Equipment	\$50.00/day; \$175/week
Plate Load Test Equipment	\$200.00/day
Pile Driving Analyzer	\$525.00/day
Blastmate Seismograph	\$50.00/day; \$150.00/week; \$500.00/month
Floor Flatness Profiler	\$260.00/day
Concrete Coring (Does Not Include Labor)	\$225.00/day
Core Bit (Rental)	\$60.00/day
Windsor Probe	\$160.00/day plus \$40.00 per test
Rebound Hammer	\$60.00/day
Rebar Datascan	\$60.00/day
Magnetic Detection Equipment-MK III	\$160.00/day
Anchor Bolt & Reinforcing Steel Pull Test Equipment	\$225.00/day
Submeter GPS Unit	\$100.00/day
Pressuremeter	\$500.00/day
Digital Force Gauge	\$50.00/day
Positector 6000	\$50.00/day
Tramex Moisture Encounter	\$50.00/day
Organic Vapor Meter (OVM/PID)	\$100.00/day
Water Level Indicator	\$25.00/day
Hand Auger Equipment	\$35.00/day
Guelph Permeameter	\$150.00/day
Torque Wrench	\$50.00/day
Inclinometer Probe Rental	\$100/day; \$300/week



SOIL MECHANICS, CONCRETE AND ASPHALT LAB
SCHEDULE OF LABORATORY TESTING FEES
 RICHMOND, NEWPORT NEWS AND CHARLOTTESVILLE
 Effective through December 31, 2018

ITEM NO.	IDENTIFICATION OF PHYSICAL AND CHEMICAL PROPERTIES	UNIT PRICE
101	Moisture Content (ASTM D2216)	\$10.00
102	Natural Density and Moisture Content (ASTM D7263)	\$52.00
103	Liquid and Plastic Limits and Plasticity Index (ASTM D4318, AASHTO T89, T90)	
	(a) Three Point Method	\$80.00
	(b) Single Point Method	\$43.00
	(c) Non-plastic Sample	\$36.00
	(d) Liquid Limits, Oven and Air Dried	\$134.00
104	Mechanical Analysis (ASTM D422 and D1140)	
	(a) Sieve Analysis (includes washing through No. 200 Sieve, with grain-size curve)	\$80.00
	(b) Hydrometer Analysis (includes Item 104a)	\$175.00
	(c) Amount Finer Than No. 200 Sieve Determination (wet washing method)	\$45.00
	(d) Amount Finer Than No. 200 and No. 40 Sieves	\$50.00
105*	Double Hydrometer (ASTM D4221), includes item 104a; Requires item 108	\$215.00
106	pH Test (AASHTO T289)	\$45.00
108	Specific Gravity (ASTM D854)	\$80.00
112	Moisture, Ash and Organic Content Determination (ASTM D2974)	\$49.00
113	Visual Soil Classification AASHTO or Unified Soil Classification System (ASTM D2486)	\$14.00
116	Resistivity Test, Miller Box Method (AASHTO T288)	\$98.00
117	Qualitative Test for Sulfides (AWWA C105)	\$37.00
118	Reduction-Oxidation Potential (ASTM G200)	\$54.00
120	USDA Classification (includes Items 104b)	\$200.00
122	Corrosion Potential Series (includes Items 106, 116, 117 and 118)	\$210.00
507**	Chloride Ion Content (EPA SW9056A)	\$65.00
509**	Sulfate Ion Content (EPA SW9056A)	\$65.00
ITEM NO.	STRENGTH, COMPRESSIBILITY AND PERMEABILITY TESTS	
110*	Permeability of Fine Grained Soils (ASTM D5084); < 3 inch diameter; falling head; flexible-wall permeameter; water as permeant; for soils with $k < 10^{-4}$ cm/sec, per each determination	
	(a) Intact (e.g. tube) Specimen	\$465.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
	(c) Additional penetration stage at higher confining stress, per additional confining stress	\$220.00
111*	Permeability of Granular Soils (ASTM D2434); constant head; fixed-wall permeameter; for soils with $k > 10^{-4}$ cm/sec, per each determination	\$255.00
202*	Unconfined Compressive Strength (ASTM D2166); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with stress-strain curve	\$170.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
204*	Unconsolidated-Undrained (UU) Triaxial Compression Test (ASTM D2850); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with stress-strain curve, per confining stress	\$224.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
205*	Consolidated-Undrained (CU) Triaxial Compression Test, (ASTM D4767); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen; back-pressure saturation, pore pressure measurements, per confining stress	\$475.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
206*	Consolidated-Drained (CD) Triaxial Compression Test (ASTM D7181); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with back-pressure saturation, per confining stress	\$640.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
209*	Direct Shear, Consolidated-Drained (ASTM D3080); 2.5 inch diameter	
	(a) Intact (e.g. tube) Specimen, peak strength determination (max 0.5 inch travel), per normal stress	\$390.00
	(b) Additional Travel (for post-peak strength determination), per 0.5 inch travel	\$105.00
	(c) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
210	One-Dimensional Consolidation Test (ASTM D2435); 2.5 inch diameter; does not include Item 108	
	(a) Intact (e.g. tube) Specimen, maximum 12 load increments, each up to 24 hours (Method A), strain (or void ratio) vs. log p curve, two time-compression curves	\$480.00
	(b) Additional Load Increments held up to 24 hours	\$35.00
	(c) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
211*	One-Dimensional Swell or Collapse of Cohesive Soils (ASTM D4546), includes strain vs. stress plot, intact (e.g. tube) specimen, 2.5 inch diameter; does not include Item 108	
	(a) Method A, 4 points	\$555.00
	(b) Method B, 1 point at single applied stress	\$235.00
	(c) Method C, 1 point with loading after wetting; requires Item 211d	\$235.00
	(d) Frame time, per day	\$42.00
	(e) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00
212*	Expansion Index of Soils (ASTM D4829)	\$225.00
213*	Pinhole Dispersion (ASTM D4647), per specimen	\$225.00
214*	Collapse Potential of Soils (ASTM D5333)	
	(a) Intact (e.g. tube) Specimen, test set up, apply confining pressure, 24 hr observation, per each	\$235.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$70.00

ITEM NO. SOIL COMPACTION AND CALIFORNIA BEARING RATIO TESTS

301	Compaction Test, Standard Proctor (ASTM D698 or AASHTO T99 as noted)	
	(a) Methods A through D, VTM-1, AASHTO T-99, four point curve	\$162.00
	(b) Single Point of Item 301(a)	\$62.00
	(c) Single Point of Item 301(a) requiring oversized calculation	\$95.00
302	Compaction Test, Modified Proctor (ASTM D1557 or AASHTO T180 as noted)	
	(a) Methods A through D, AASHTO T180, four point curve	\$172.00
	(b) Single Point of Item 302(a)	\$72.00
303	California Bearing Ratio, (VTM-8 or ASTM D1883), 96 hr soak and soaked penetration; (requires Item 301 or 302)	\$179.00
304	Relative Density Relationship, Modified Providence Vibrated Density method (EM 1110-2-1906)	\$178.00

ITEM NO. SOIL-CEMENT AND SOIL-LIME TESTS

401	Soil-Cement Compaction Test (ASTM D558), excludes material costs	\$250.00
402	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633), strength at failure only, includes molding 4 inch specimen	\$135.00
403	Making and Curing Soil Cement Specimens (ASTM D1632), per specimen	\$35.00
404	pH Test to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization "Eades and Grim pH Test" (ASTM D6276)	\$230.00
405	Moisture-Density Relationship of Roller Compacted Concrete (AASHTO T-99 or T-180), includes sample preparation	\$328.00

ITEM NO. TESTS ON ROCK SPECIMENS

501*	Rock Natural Density and Moisture	\$47.00
603	Unconfined Compressive Strength of Rock Core Specimens, without curves (ASTM D 7012, Method C)	\$130.00

ITEM NO. CONCRETE, ASPHALT, MASONRY AND SPRAYED FIRE-RESISTIVE MATERIALS

601	Cylinder Compressive Strength (ASTM C39), per each	\$13.00
602	Cylinder Compressive Strength (ASTM C39), specimens made by others, per each	\$25.00
603	Grout Cube and Grout Specimen Compressive Strength (ASTM C780 and ASTM C1019), per each	\$25.00
604	Drilled Core Compressive Strength; includes sample prep. (ASTM C42 and ASTM C39), per each	\$60.00
608	Compressive Strength of Concrete Masonry Units, (ASTM C140), set of 3	\$195.00
609	Compressive Strength of Brick Prisms (ASTM C1314), per each	\$140.00
610	Compressive Strength of Masonry Prisms, Hollow or Grout Filled (ASTM C1314), per each	\$140.00
611	Flexural Strength of Concrete (using simple beam with third-point loading) (ASTM C78), per each	\$80.00
612	Calcium Chloride Test Kits (ASTM F1869)	\$30.00
613	Density of Structural Lightweight Concrete (ASTM C567), per each	\$60.00
614	Absorption Rate of Concrete Masonry Units, (ASTM C140), set of 3	\$215.00
615	Sampling and Testing Brick and Structural Clay Tile (ASTM C67), set of 5	\$250.00
618	Length Change of Hardened Concrete (ASTM C157), set of 3 beams	\$300.00
619	Relative Humidity Probes (ASTM F2170)	\$46.00
Fire FP-1	Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members (ASTM E736)	\$16.00
Fire FP-2	Density of Sprayed Fire-Resistive Material Applied to Structural Members (ASTM E 605)	\$37.00
804	Bulk Specific Gravity of Compacted Bituminous Pavement (AASHTO T166), core sample	\$57.00

ITEM NO. AGGREGATES

702*	Specific Gravity (ASTM C127, C128)	\$96.00
703	Sieve Analysis (ASTM C136, ASTM C117)	
	(a) Maximum particle size less than No. 4 sieve	\$80.00
	(b) Maximum particle size greater than or equal to No. 4 sieve	\$147.00
708	Organic Impurities (ASTM C40)	\$35.00
710	Percent Voids in Fine Aggregate (VTM-5)	\$50.00

Notes

* - Indicates testing performed in Schnabel's Blacksburg, VA Laboratory

** - Indicates testing performed by our subcontractor Air, Water & Soil Laboratories, Inc.

1. Testing will not be performed on hazardous or contaminated samples.
2. In the event that Schnabel encounters any material which has not been rendered harmless as defined in OSHA 29CFR1910, Schnabel will immediately stop work and report the condition to the client.
3. Samples will be stored for 15 days after testing and then discarded unless other disposition is requested. Additional charges may apply for extended sample storage.
4. Prices may be higher for non-standard test methods and/or specimen size.
5. A surcharge of \$50.00/ea will apply to trimming of oversize or block samples.
6. An overtime surcharge of 50 percent of the unit rate may be applied to testing specifically requested to be performed on an overtime basis (i.e., beyond normal laboratory working hours, weekends, or national holidays).
7. Photographs of specimens tested can be provided, if requested in advance. Additional charges may apply.
8. Prices for testing not described above can be furnished upon request.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	FY19 Radiological Emergency Preparedness Program (REPP) Grant				
MOTION(s):	<p><u>Motion #1.</u> I move the Board of Supervisors ratify the application for the FY19 REPP in the amount of \$700 for supporting local emergency management preparedness.</p> <p><u>Motion #2</u> I further move the Board of Supervisors approve a supplemental appropriation of \$4,200 to the VDEM REPP Budget in FY19, with funding to come from this state grant award and prior year carry over amounts.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Debbie Smith, Emergency Management Coordinator Eric Pollitt, Management Analyst				
PRESENTER(S):	Debbie Smith, Emergency Management Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Now				
DISCUSSION:	<ul style="list-style-type: none"> Grant funds will help in establishing, maintaining and operating such emergency plans, programs and capabilities to deal with nuclear accidents as are required by the Nuclear Regulatory Commission and the Federal Emergency Management Agency with respect to nuclear power stations We have already received \$3,500 in REPP Funds from prior year carry amounts. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> Grant award for Fluvanna County could be \$700 with no county match required. Once funds are awarded, they roll over up to 5 years at a maximum of \$3,500 or you lose it. We plan on spending the awarded \$700 this year and each year we receive the grant in the future. 				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	Last REPP Grant was applied for in and awarded in FY18.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

		XX			FRA
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FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

MEETING DATE:	November 7, 2018		
AGENDA TITLE:	Board, Commission, and Committee Appointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):		
Board/Commission/Committee	Appointees	Begins Term	Ends Term
Board of Equalization		01/01/2019	12/31/2019
Board of Equalization		01/01/2019	12/31/2019
Board of Equalization		01/01/2019	12/31/2019
Board of Equalization - Alternate		01/01/2019	12/31/2019
TJPDC Regional Housing Partnership		Immediately	11/06/2019

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	Home District	Current BCC Appointments / Other Notes
Board of Equalization	Everett Hannah	Reappt.	Palmyra	
Board of Equalization	Tom Payne	Appoint	Palmyra	Current Chair of Social Services Board
Board of Equalization	Gloria Vest	Appoint	Columbia	
Board of Equalization – Alternate	April Ward	Appoint	Fork Union	
TJPDC Regional Housing Partnership	Gequetta Murray-Key	Appoint	Rivanna	Rivanna District Representative on Planning Comm.
DISCUSSION:				
ENCLOSURES:	Candidate Applications; TJPDC Regional Housing Partnership Operation Framework			



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Everett M. Hannah		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 5570 Union Mills Road Troy, VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 16	Cell Phone – preferred?	Home Phone – preferred? 434-589-7967	Email ehannah@comcast.net
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): University of Maryland - BS/ Northwestern School of Mortgage Banking, Certified Regulatory Compliance Manager with over 45 years in area banking, lending etc. also including all phases of lending and appraisal			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Former Lake Monticello Owners Association Board Member, Audit Committee, Compliance Committee Fork Union Lodge #117 AF & AM Palmyra UMC, Chair, Finance Committee			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: To share/assist the county in the economic development bringing new business to the county will help all the citizens.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p><i>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</i></p>			
Applicant's Signature Everett Hannah		Date 10/30/2018 12:36	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
X	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	10-30-2018	Application Received By: Kelly Belanger Harris
Acknowledgement Sent:		
Renewal Date:		Remarks: 10/30/2018 - Updating - received updated information verbally and with Mr. Hannah's permission completed the form.
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Tom Payne		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 345 Paynes Lane Troy, VA 22974		Physical Address (if different)	
Years Lived in Fluvanna 76	Cell Phone – preferred? none	Home Phone – preferred? 434-296-5243	Email none
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Attended Fluvanna 1948-1961 Class UVA 1961 Telephone Company Employee for 40 years. Virginia Telephone, Sprint, Engineering & construction 1964-2004			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Board of Supervisors-Palmyra District 1980-1195, 2003-2007 Planning Commission, Social Services Board, JABA, MACAA, Fluvanna/Louisa Housing Foundation, James River Water Authority			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Beaver Dam Baptist Church- 1951-Present Deacon, Youth Director, Sunday School Teacher			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Fluvanna has been good for me and my family, serving is my way of giving back.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Tom Payne		Date 9/4/2018 13:20	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
X	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
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5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only		
Application Received On:	09-04-2018	Application Received By: Kelly Belanger Harris
Acknowledgement Sent:		
Renewal Date:		Remarks: received hand-written app, entered into online application
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Gloria Vest		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union	
		District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 553 Franklin Lane Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 64	Cell Phone – preferred? 434-987-7959	Home Phone – preferred? 434-589-3472	Email ggnavest@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Worked in Treasurer's Office for 32 years.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Rescue Squad 42 years (Volunteer), Church Choir, Treasurer, Missionary, Sunday School, & Pastor's Aid			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Service to the county.			
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>			
Applicant's Signature Gloria Vest		Date 10/29/2018 11:35	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
X	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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Office Use Only		
Application Received On:		Application Received By: Leontyne Peck
Acknowledgement Sent:		
Renewal Date:		Remarks: 10/30/2018 - Received as handwritten application - entered into online form.
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: April M. Ward		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union	
District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other			
Mailing Address (including City, State, & ZIP) 1846 Mountain Hill Road Palmyra, VA 22963		Physical Address (if different)	
Years Lived in Fluvanna 3	Cell Phone – preferred? 434-906-8865	Home Phone – preferred? 434-214-5188	Email aprilwardrealtor@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): 16 Years of Administrative experience, 3 Years or Property Management/leasing Experience. Licensed Real Estate Agent 0612015-current- Akarion Realty (Palmyra). Bachelor of Arts (Psychology)			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Board Member of Banks Collage(Charlottesville) Website Manager- Chapman Grove Baptist Church			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I feel my Real Estate skills and my personable skills would be a great asset to the Board of Equalization in knowing the difference between current value and assessed value is very important.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date 8/30/2018 13:29	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
X	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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Office Use Only		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name (Last, First MI) Murray-Key, Gequetta		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input checked="" type="checkbox"/> Rivanna <input type="checkbox"/> Other		
Mailing Address (including City, State, & ZIP) 17 Ashton Rd Palmyra, VA 22963		Physical Address (if different)		
Years Lived in Fluvanna	Cell Phone	Home Phone	Email gzthings@gmail.com	
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): Please see attached resume.				
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Please see attached resume.				
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Please see attached resume.				
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY:				
<p>Applicants are considered as vacancies occur and your application will be kept on file for three years.</p> <p>Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.</p> <p>Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963</p> <p>By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.</p>				
Applicant's Signature <i>(Typing name below serves as digital signature)</i>			Date 08/13/2017	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
<input type="checkbox"/>	Agricultural/Forestral District Advisory Committee
<input type="checkbox"/>	Audit Committee
<input type="checkbox"/>	Board of Zoning Appeals (BZA)
<input type="checkbox"/>	Broadband Access Taskforce (BAT)
<input type="checkbox"/>	Building Code of Appeals Board
<input type="checkbox"/>	Central Virginia Regional Jail (CVRJ) Authority
<input type="checkbox"/>	Columbia Task Force (CARE)
<input type="checkbox"/>	Community Policy & Management Team (CPMT)
<input type="checkbox"/>	Economic Development Authority (EDA)
<input type="checkbox"/>	Economic Develop. & Tourism Advisory Council (EDTAC)
<input type="checkbox"/>	Family Assessment and Planning Team
<input type="checkbox"/>	Finance Board
<input type="checkbox"/>	Fork Union Sanitary District (FUSD) Advisory Committee
<input type="checkbox"/>	James River Alcohol Safety Action Program (ASAP)
<input type="checkbox"/>	James River Water Authority (JRWA)
<input type="checkbox"/>	JAUNT Board
<input type="checkbox"/>	Jefferson Area Board of Aging (JABA) Advisory Council

X	Board, Commission, Committee (cont.)
<input type="checkbox"/>	Jefferson Area Board of Aging (JABA) Board of Directors
<input type="checkbox"/>	Library Board of Trustees
<input type="checkbox"/>	Monticello Area Community Action Agency (MACAA)
<input type="checkbox"/>	Parks & Recreation Advisory Board
<input type="checkbox"/>	Partnership for Aging Committee
<input type="checkbox"/>	Piedmont Virginia Community College (PVCC) Board
<input type="checkbox"/>	Piedmont Workforce Investment Board
<input checked="" type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Region Ten Community Services Board
<input type="checkbox"/>	Rivanna River Basin Commission
<input type="checkbox"/>	Social Services Board
<input type="checkbox"/>	Southeast Rural Community Assistance Project, Inc.
<input type="checkbox"/>	Thomas Jefferson Area Community Criminal Justice Board
<input type="checkbox"/>	Thomas Jefferson Planning District Commission (TJPDC)
<input type="checkbox"/>	Thomas Jefferson Water Resources Protection Foundation
<input type="checkbox"/>	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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Office Use Only		
Application Received On:	08/13/2017	
Acknowledgement Sent:	08/13/2017	
Renewal Date:	08/12/2020	
Renewal Date:		
Renewal Date:		
Renewal Date:		

PROFILE

- Dynamic and diverse experience in the following skills:
-Policy Writing -Investigating -Interviewing -Public Service -Volunteering -Auditing -Public Speaking
-Editing -Mentoring -Instructing -Research -Training -Counseling -Customer Service -Tutoring
- Dedicated professional with a personal commitment to public safety, service and education
- Proven: problem solving, organization, communication: written/oral and management skills

CREDENTIALS

- Certified as an Internal Affairs Investigator 1/17
- Department of Justice (DOJ) Certified Prison Rape Elimination Act (PREA) Auditor 6/14 thru present
- Certified Correctional Health Professional (CCHP) through the National Center for Correctional Health Professionals (NCCHC) 3/13 thru present
- Moral Reconciliation Therapy (MRT) Certified Trainer
- Crisis Intervention Team (CIT) Certified
- BS (Justice Studies), Fort Hays State University, Hays, KS (Summer 2010)
- DCJS Certified General Instructor, DCJS (2005 - present)
- AAS, Administration of Justice at PVCC, Charlottesville, VA (2002), Dean's list 3x
- Certificate, Police Science at PVCC, Charlottesville, VA (2002)
- Certificate in Computer Business Applications through the City of Charlottesville, PVCC, VA (2005)
- Steering Committee,
- Fluvanna Leadership Development Program 2011-2012 (focus- Education and the Criminal Justice segments)
- Fluvanna Leadership Development Program, Graduate class of 2011
- Certified, Grant Proposal Writer, Fort Hays State University, Hays, KS (Summer 2010)
- Certified VCIN/NCIC Instructor, VA State Police (2005)
- Spanish for Government Employees through the City of Charlottesville, PVCC, VA (2003)
- Intern, Charlottesville Police Department, Charlottesville, VA (2001-2002)
- Licensed Nail Technician, VA
- Licensed Hair Braider, VA
- Instructor, College of Charleston, SC Upward Bound Program

EXPERIENCE (please note: some positions are/were maintained simultaneously)

02/07 – present **Albemarle-Charlottesville Regional Jail (ACRJ)**, Charlottesville, VA

(05/17-present) Appointed to Chief of Operations: Oversee agency operations as follows in addition to maintaining my original roles when hired in 2007

- On call
- Property /Mail (Inmate property intake and release including funds)
- Inmate Records (Processing of all records related to inmates)
- Laundry (Issues of required clothing and the laundering of them)
- Inmate Hearings (Internal inmate infractions)
- Video Court (Inmates being taking before the judge for hearings through video)
- Inmate Canteen (Items that inmates can order through the agency's selected vendor)
- Report to the Superintendent/Deputy Superintendent

(2/07-present) Accreditation Manager/Compliance Officer; PREA - Coordinator, Instructor/System Administrator of Inmate Telephone System/General Instructor & VCIN/NCIC Instructor

- Implemented 2 television channels inside the jail strictly dedicated to staff and inmate training with the assistance of Comcast Cable
- Will begin training inmates in broadcasting
- 1 of the only approx 700 Department of Justice (DOJ) Certified Prison Rape Elimination Act (PREA) Auditors in the United States
- Implement transmitters so that inmates could hear tv through their headphones, minimize noise in the housing areas
- Self-audits to ensure compliance with all standards
- Train staff, inmates, inters, volunteers and contractors on the compliance standards for PREA (Prison Rape Elimination Act) regarding sexual assaults in confinement facilities
- Sexual Assault Investigator confinement facilities
- SME (Subject Matter Expert – accreditation concerns) Internal Affairs Investigator looking into internal matters related to staff and inmates as directed by the Superintendent or Deputy Superintendent
- Responsible for the MOU between ACRJ and UVA SANE Nurse/Emergency Department to respond to sexual misconduct in confinement, also development of the Blue Ridge Juvenile Detention Center MOU for this purpose
- Responsible for the MOU between ACRJ and SARA (Sexual Assault Resource Agency) to respond to sexual misconduct in confinement

- Responsible for the MOU between ACRJ and ACPD (Albemarle County Police Department)
- Responsible for the MOU between ACRJ and OAR (Offender Aid and Restoration) to respond to sexual misconduct in confinement
- Responsible for the agency having Language Line (interpreter service for limited-English speaking inmates)
- Responsible for ensuring inmates have unimpeded access to their government's embassy and/or consulate
- Instrumental in the agency obtaining NCCHC Certification
- Co-Created Inmate Community Work Force Program under the direction of the facility Superintendent and Sheriff
- Revised the facility's Inmate Handbook to guide inmates and staff on the rules and regulations of the facility
- Liaison between the facility and other agencies in meeting facility compliance, reported directly to the Superintendent
- Analyze/Audit internal process to ensure department compliance with the VA Department of Corrections (DOC), the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), local, state and federal standards minimum standards to ensure facility compliance
- Prepare and submit correspondence and reports to DOC, NCCHC, Health Department, Fire Department and any other accrediting agency including preparation of self-evaluation reports and annual certification reports and other documents as necessary
- Developed a Prison Rape Elimination Act training program targeted towards ACRJ staff, visitors, volunteers and inmate population on the federal standards (program is being sought after by regional jails in the Virginia Association of Regional Jails – VARJ)
- DCJS certified instructor (suicide prevention, PREA)
- Coordinate the development, implementation, revision and review of Standard Operating Procedures
- Developed the facility's Grant and Research Internal Review Board (GRIRB)
- Compile and maintain all documentation needed for accreditation/certification
- Serve on Hiring/Retention Panel (as needed)
- Investigate other internal matters related to staff and inmates as directed
- Develop RFPs as necessary in conjunction with arbitrator and the agency's financial director for vendor contracts
- Write, review and revise internal policies and procedures while ensuring agency wide compliance with federal, state, local and departmental regulations including health, safety and security measures that impact the facility as well as the community
- Initiated request for kiosk, now in place for inmate's family to use in order to place money on inmate accounts
- Manage, operate and monitor the agency's Inmate Telephone System (ITS)
- Testify in court in various cases including misdemeanors and felonies (local, state and federal)
- Initiate internal investigations at the direction of the Superintendent/designee
- Review, prepare and supervise the implementation of work plans for accomplishing tasks required to achieve and maintain accreditation
- Co-ordinated RFP for inmate telephone contracts
- Co-ordinated RFP for inmate video conferencing
- Co-ordinated RFP for inmate canteen
- Coordinated training program for new Inmate Community Work Force Program
- Create Memorandums of Understanding (MOUs) as needed

10/15 – present

Radio Personality: **WVAI Radio Station (101.3 JAMZ FM)**, Charlottesville, VA

- Host the *Love Talk Slow Jamz*
- Produced news and community segments
- Relationships, dating and health tips
- Fill in for other on-air personalities as needed
- Broadcast live from locations as requested
- Trained other upcoming personalities in broadcasting
- Serve as host/mistress of ceremonies

04/14 – 9/15 (station was bought out by another company)

Radio Personality: **WUVA Radio Station (92.7 KISS FM)**, Charlottesville, VA

- Host Sunday Morning Gospel Show *Gospel Inspirations*
- Host the *Quiet Storm*
- Produced news and community segments
- Relationships, dating and health tips
- Fill in for other disc jocks as needed
- Broadcast live from locations as requested
- Trained other upcoming UVA students in broadcasting
- Serve as host/mistress of ceremonies

05/02 – 02/07

Instructor: VCIN/General & Records Specialist: **Charlottesville Police Department**, Information Management Services Division, Charlottesville, VA

- Audited, wrote and updated internal policies and procedures to ensure department wide compliance with federal, state, local and departmental policies
- Appointed to RCIN team member representing CPD
- Member, FatPot focus group for laptop and VCIN/NCIC implementation in CPD Patrol vehicles
- VCIN/NCIC certified level A (enter/clear warrants, stolen vehicles, missing persons, criminal/driving histories)
- Audited Pistol/VCIN/NCIC for accuracy
- Trained new/current staff in Pistol and VCIN/NCIC, to ensure compliance
- Assisted courts, officers, other law enforcement agencies and the general public on arrests and cases maintaining confidentiality & w/o jeopardizing on-going investigations
- Customer Service (telephone, person to person, officers/public)
- Non-emergency radio traffic and record keeping,
- Maintained the FBI files
- Occasionally assisted the Chief of Police during the absence of his secretary
- Member of an advisory team to the Chief of Police to establish and maintain a philosophy of community oriented policing
- Revised the Pistol manual for department wide which had not been done since 1997
- FTO for new Information Management Services employees, created the manual for that training
- Created shortcut reference guides to efficiently expedite production of workload
- Designed/updated specific documents/forms for departmental use
- Initiated petition for the need of officers to learn Spanish which ultimately led to Spanish classes being offered by the City of Charlottesville for it's government employees to better serve the Spanish-speaking community
- Initiated for headsets, new layout for the visitor/secured areas as well as the police department's phone directory (now implemented)

01/00 – 05/02

Editorial Staff (Editor/Keyer): **Standard & Poors and Money Market Directories** (A Division of McGraw-Hill Companies) Charlottesville, VA

- Researched, data entry, edited/proofed via phone/internet for directory publication of directories such as Registered Investment Advisors, Money Market Directories and Tax Exempt Organizations
- Skilled clerical office duties (faxing, filing, telephone, filling in for the secretary)
- Member: Design/Research team to implement a new database for future directories for publication

7/98 – 12/99 approx.

Substitute Teacher: **Charleston County Public Schools** Charleston, SC

Provided continuous education for all students in place of their usual instructor

- General Substitute Instructor
- Long term Honors English Instructor
- Long term Band Instructor
- Long term instructor for special needs children who were physical, mental, emotional and behavioral problems

1/96 – 12/99

Announcer, Traffic Director: **WPAL Radio Station (100.7 FM and 73.0 AM)**, Charleston, SC

- Host Sunday Morning Gospel Show
- Quiet storm
- Ensured that simulcasts were done appropriately and that national syndicated shows aired appropriately
- Produced news and community segments
- Co-hosted a talk show about relationships
- Hosted a dating show
- Produced morning shows for both the am/pm stations
- As traffic director: unlimited duties to include data entry using the RDS Traffic Master III to log commercials and performed other office related duties related
- Filled in for other disc jocks as needed
- Broadcast live from locations (clubs, car dealerships and other events)
- Trained other upcoming disc jocks

1997 – 1999 approx.

Master Control Operator: **CBS/FOX Television Studios**, Charleston, SC

- Ensured that the correct movie or television show appeared at the right time as well as
- ensure continuous operation with no dead air
- Ensure that commercials were played at the right time
- Performed some for review for editing purposes
- responsible for monitoring the quality and accuracy of the on-air product, ensuring the transmission meets government regulations
- troubleshoot equipment malfunctions
- prepared programming for airplay

- ensured regulations to include both technical ones (such as those against over-modulation and dead air)

HONORS & EXTRA CURRICULAR ACTIVITIES

- President, ACRJ Wellness Committee, 2014 – present
- Choir Director
- Lead Singer/Assistant Band Manager, local Jazz/Blues band, 2013 – present
- Trustee, Fluvanna Education Foundation, 2014 – present
- President/Secretary of the Keys for Success Foundation, 2010 – present
- Trustee, Fluvanna Education Foundation 2014 – present
- Chair, Principal Advisory Committee 2013 - 2016
- Fluvanna County Community Activist 2000 – present
- Fluvanna County High School, Tutor & Mentor 2012 - present
- Fluvanna County Public Schools SOQ Committee Member 2010 – present
- Fluvanna County Public Schools Calendar Committee Member 2010 – 2011, 2011 – 2012
- Fluvanna County Public Schools Diversity Committee 2006 – 2007
- PTO President, Fluvanna Middle School, 2010-2011 and 2011 – 2012
- PTO Vice President, Fluvanna Middle School, 2009 – 2010
- Annual Back to School Back Pack, Supply and Clothing Drive for Fluvanna County Public Schools (August 2010 - present) a family project to support education
- Volunteer Facilitator: Female Inmates Anger Management Class, Albemarle-Charlottesville County Regional Jail, VA 10/01
- Volunteer/Mentor, Albemarle-Charlottesville County Regional Jail, VA 12/00
- Student Commencement Speaker, PVCC on 05/10/02
- Member: Phi Theta Kappa International Honors Society, PVCC since 2/02
- Dean's List, Piedmont Community College, 2001 – 2002
- Member: Student Advisory Board to the President, PVCC 9/01 – 5/02
- Representative, for Piedmont Virginia Community College for annual community colleges summit in Richmond, VA 2001 – 2002

Further Details Will Be Provided Upon Request

Steve Nichols

From: Christine Jacobs <cjacobs@tjpd.org>
Sent: Tuesday, October 09, 2018 2:49 PM
To: Steve Nichols
Cc: Tony O'Brien;
Subject: TJPDC - Regional Housing Partnership
Attachments: RHP - Framework - Housing Approved 9.7.2018.pdf

Mr. Nichols,

The Thomas Jefferson Planning District Commissioners approved at their September meeting a Work Framework to create a Regional Housing Partnership (similar to the success of the Regional Transit Partnership). The RHP will be an advisory board that generates research on housing-related issues and makes recommendations to localities. The Partnership will address through advisement, the housing needs (homeless, affordable, and market rate) of the Thomas Jefferson Planning District's region, with a focus on housing production, diversity, accessibility, cost, location, design, and increasing stability for the region's residents.

The composition of the RHP includes stakeholders from the public, private, nonprofit, and citizen sectors in the City of Charlottesville, Albemarle County, Greene County, Nelson County, Fluvanna County, and Louisa County. The composition may change with time as the Partners meet and identify other relevant stakeholders.

: Voting Membership includes the following 20 members:

- City of Charlottesville Elected or Planning Commission Official (1)
- Albemarle County Elected or Planning Commission Official (1)
- **Fluvanna County Elected or Planning Commission Official (1)**
- Greene County Elected or Planning Commission Official (1)
- Louisa County Elected or Planning Commission Official (1)
- Nelson County Elected or Planning Commission Official (1)
- TJPDC Appointed Non-Profit Housing Representatives (3)
- TJPDC Appointed Builder Representative (1)
- TJPDC Appointed Developer Representative (1)
- TJPDC Appointed Financial Lender Representative (1)
- TJPDC Appointed Design Professional Representative (1)
- TJPDC Appointed Citizen/Resident Representative (Urban) (1)
- TJPDC Appointed Citizen/Resident Representative (Rural) (1)
- University of Virginia (UVA) (1)
- Thomas Jefferson Planning District Commission Commissioner (1)
- Rural Nonprofit (Non-CHAACH) Representative (Nelson Community Development Corporation, Fluvanna/Louisa Housing Foundation, Skyline Community Action Partnership) – Appointed by TJPDC (1)
- Workforce Investment Board (WIB) Chair (1)
- Regional Transit Partnership (RTP) Chair (1)

The TJPDC asks your local ment to appoint one elected or planning co member to represent your

The voting members will be expected to meet once or twice a year.

The voting members will annually elect an Executive Committee who will meet more often and advise staff and stakeholders on organizational and programmatic direction.

We are hoping to begin holding RHP meetings in early December.

I have attached a copy of the Regional Housing Partnership Framework of Work for your review.

Thank you for your support and assistance. Chip Boyles and I are available to offer any additional information or speak before your board as necessary.

Christine Jacobs



Christine Jacobs, Housing Coordinator
Thomas Jefferson Planning District Commission
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Regional Housing Partnership (RHP)

OPERATIONAL FRAMEWORK

Thomas Jefferson Planning District Commission
AUGUST 2018

RHP Overview

In the Spring of 2017, the Commissioners of the Thomas Jefferson Planning District Commission (TJPDC) identified that housing was a focus in several localities within the planning district. The Commission determined that housing should also be considered as a regional issue. The Commission saw several opportunities for improving the communication, coordination, and collaboration between both the six localities and the multiple sectors involved in providing housing solutions; the private, public, nonprofit, and citizen sectors. In January 2018, the commission hired a part-time Housing Coordinator to help facilitate, convene, and coordinate housing initiatives in the region.

In April of 2018, the TJPDC partnered with the Charlottesville chapter of Urban Land Institute to host seven affordable housing informational sessions during the Tom Tom Founders Festival's Hometown Summit in Charlottesville. The purpose of the sessions was to hear from service providers, elected officials, resident advocates, and experts in the private and public housing sector on the six steps to develop affordable housing: needs assessment, community engagement, policy, design, finance, and development. Nearly 50 panelists focused on developing and implementing effective strategies to address the local housing challenges.

During the Charlottesville Action Forum of the event, there was support for a Regional Housing Partnership, similar to the TJPDC's Regional Transit Partnership. The following document defines a draft operational framework of the Regional Housing Partnership (RHP) Advisory Board. This framework is a starting point from which to build and is intended to be revised as necessary.

Purpose:

The Regional Housing Partnership (RHP) is an advisory board, created by the Thomas Jefferson Planning District Commission, in partnership with multi-sector stakeholders related to housing. Composed of an overarching consortium of housing interests, the Partnership will enhance regional coordination and effectiveness. There are ten main goals of the Partnership, including:

- A. **Establish Strong Communication Between Localities:** The Partnership will provide a venue for all six localities and beyond, to exchange information and address housing-related matters in the region.
- B. **Facilitate and Convene Multi-Sector Stakeholder Meetings:** The Partnership will allow the public (government), private (developers, builders, designers, financial institutions), nonprofit (housing service providers), and citizen (resident and advocate) sectors to come together to discuss needs, opportunities, and solutions to housing in the region.
- C. **Engage Citizens and Residents:** Emphasis will be placed on engaging citizens and residents in an authentic manner as critical stakeholders in the housing partnership.
- D. **Develop a Regional Definition of Affordable Housing:** The Partnership will provide a long-needed, agreed-upon definition of the different levels of housing affordability that can be used throughout the region.
- E. **Coordinate a Regional Needs-Assessment:** Subject to funding, the Partnership will coordinate and contract with an independent consultant who will conduct a thorough housing needs-assessment for the region.

- F. **Provide Educational Summits:** The Partnership will identify education gaps, that if filled, would promote the creation of a range of housing types, prices, and rents to foster culturally and economically diverse neighborhoods. Educational summits will be used to deliver information from experts in the identified areas of weakness.
- G. **Identify Strategies and Models to Increase the Housing Stock:** The Partnership will research strategies and models used in other regions that have successfully addressed specific housing needs. The Partnership will then assemble decision-makers and stakeholders to identify opportunities to implement new strategies and models in the region.
- H. **Establish Regional Housing Vision and Goals:** The Partnership will allow multiple sectors to work together to craft a regional housing vision and goals.
- I. **Ensure Affordable Housing Elements in Locality's Comprehensive Plans:** The Partnership will ensure that each locality has the data that they need to include the required affordable housing element into their Comprehensive Plans.
- J. **Coordinate Directly and Indirectly Affected Planning Activities:** Coordinate consideration of housing needs and activities to be included in other local and regional planning activities of land use, economic development, environment, and transportation.

There are six main objectives of the RHP:

1. **Further the Relationship Between Localities:** Trust is essential in engaging multiple localities in a coordinated housing vision. The Partnership will help the region build relationships and momentum for successes related to housing.
2. **Address Unmet Housing Needs:** The Partnership will utilize the regional housing needs assessment report to identify strategies and models that will help address the unmet housing needs in the region.
3. **Connect Housing Efforts to Transportation and Workforce Development:** The Partnership will attempt to embed transportation and workforce development-based solutions into the creation of housing strategies for the region. Emphasizing transportation costs within the affordable housing conversation highlights the benefit of "location-efficient" places as more livable and affordable for residents.
4. **Preserve Housing Affordability:** Price appreciation continues for homes that are for sale and for rent in Charlottesville and Albemarle. The Partnership will identify strategies to preserve homes that are currently affordable.
5. **Create a Formal Means for Sharing Information:** The Partnership will create a formal mechanism for exchanging information between housing sectors, localities, citizens, resident advocates, and other stakeholders.

- 6. Integrate Housing into Other Decision-Making:** The Partnership will advocate for the consideration that housing receive increased consideration in regional and local planning efforts.

Function:

The RHP will be an advisory board that generates research on housing-related issues and makes recommendations to localities. The Partnership will address the housing needs of the Thomas Jefferson Planning District's region, with a focus on housing production, diversity, accessibility, cost, location, design, and increasing stability for the region's residents. TJPDC staff on behalf of the RHP will:

- Provide a meeting space and coordination;
- Take meeting minutes;
- Prepare meeting packets;
- Coordinate studies and analysis for Partnership consideration;
- Develop and gather data and report on a 2-year basis, local and regional housing performance measures
- Facilitate continued communication, cooperation, and coordination on housing matters; and,
- Forward all recommendations to RHP members, member organizations, and other appropriate entities.

Each locality will maintain its existing structure for addressing housing-related issues. The RHP partnership will focus on macro-related issues, such as housing policies and coordination between stakeholders.

Funding:

As this is a regional housing effort, the TJPDC will staff the RHP with a half-time staff member from its local per capita funds. While convening, facilitating, compiling materials, drafting, organizing, and reporting is covered by the TJPDC staff member, additional studies and special project development will require additional or alternate funding sources.

Composition:

The composition of the RHP includes stakeholders from the public, private, nonprofit, and citizen sectors in the City of Charlottesville, Albemarle County, Greene County, Nelson County, Fluvanna County, and Louisa County. The composition may change with time as the Partners meet and identify other relevant stakeholders. Initially, the RHP will include one representative from each organization unless noted otherwise. The roster includes voting and advisory Members. Voting Members shall be appointed for one-year terms until official term and replacement criteria are identified in approved by-laws.

Members

Voting Members: Voting Membership includes the following 20 members:

- City of Charlottesville Elected or Planning Commission Official (1)
- Albemarle County Elected or Planning Commission Official (1)
- Fluvanna County Elected or Planning Commission Official (1)
- Greene County Elected or Planning Commission Official (1)
- Louisa County Elected or Planning Commission Official (1)
- Nelson County Elected or Planning Commission Official (1)
- TJPDC Appointed Non-Profit Housing Representatives (3)
- TJPDC Appointed Builder Representative (1)
- TJPDC Appointed Developer Representative (1)
- TJPDC Appointed Financial Lender Representative (1)
- TJPDC Appointed Design Professional Representative (1)
- TJPDC Appointed Citizen/Resident Representative (Urban) (1)
- TJPDC Appointed Citizen/Resident Representative (Rural) (1)
- University of Virginia (UVA) (1)
- Thomas Jefferson Planning District Commission Commissioner (1)
- Rural Nonprofit (Non-CHAACH) Representative (Nelson Community Development Corporation, Fluvanna/Louisa Housing Foundation, Skyline Community Action Partnership) – Appointed by TJPDC (1)
- Workforce Investment Board (WIB) Chair (1)
- Regional Transit Partnership (RTP) Chair (1)

RHP member may appoint an alternate to serve in their absence.

Advisory Members

Advisory Groups: There is a pool of stakeholders that will have an advisory role on the Partnership. In order to build relationships and facilitate meaningful coordination between the Partnership and the advisory groups, a plan will be developed for a member of the Partnership to attend periodic meetings of the advisory groups. The Partnership may revise this list of Advisory Group members as needed.

- Urban Land Institute (ULI)
- Charlottesville Area Development Round Table (CADRe)
- Charlottesville Area Association of Realtors (CAAR)
- Charlottesville/Albemarle Affordable Housing Coalition (CHAAHC)
- Charlottesville Low Income Housing Coalition (CLIHC)
- Public Housing Association of Residents (PHAR)
- Legal Aid Justice Center (LAJC)
- Blue Ridge Home Builder's Association (BRHBA)
- Charlottesville Housing Advisory Committee (HAC)
- Housing Directors
- For-profit Developers
- Manufactured Housing Representatives

- Planning and Coordination Council (PACC)
- Nelson Interagency Council
- Louisa Interagency Council
- Fluvanna County Interagency Council
- Greene County Interagency Council
- Charlottesville Area Transit (CAT)
- JAUNT
- Greene Transit
- Virginia Housing Development Authority
- Central Virginia
- Local Energy Alliance Program (LEAP)
- Interfaith Movement Promoting Action by Congregations Together (IMPACT)

Stakeholders: In addition to the voting Partners and Advisory Groups, there is an even larger pool of stakeholders that will intermittently engage with the Partnership and participate in twice-annual summits and discussions around regional housing issues. This list is not intended to be exhaustive as the Partnership will likely revise and add to this list as needed.

Public Sector:

- Charlottesville City Staff
- Albemarle County Staff
- Fluvanna County Staff
- Greene County Staff
- Nelson County Staff
- Louisa County Staff
- Charlottesville Redevelopment and Housing Authority (CRHA)
- Charlottesville Land Bank Representative

Private Sector:

- Financial Institution Representative
- University of Virginia (UVA) - Housing
- University of Virginia (UVA) - Real Estate
- University of Virginia (UVA) - Foundation
- Piedmont Virginia Community College (PVCC) – Community Self-Sufficiency

Nonprofit Sector:

- Habitat for Humanity of Greater Charlottesville (Habitat)
- Piedmont Housing Alliance (PHA)
- Thomas Jefferson Community Land Trust (TJCLT)
- Albemarle Housing Improvement Program (AHIP)
- Building Goodness Foundation (BGF)
- Nelson County Community Development Foundation (NCCDF)
- Fluvanna/Louisa Housing Foundation (F/L HF)
- Skyline Community Action Partnership (Skyline CAP)
- Charlottesville Area Alliance

Citizen Sector:

- Citizen Representatives – Rural areas
- Citizen Representatives – Urban areas

Organizational Structure:

The RHP would consist of an Advisory Board that includes all voting members as listed and as revised by the Partnership.

The voting members will at their initial meeting and then annually, at their Annual Meeting, elect an Executive Committee and a Chairperson and Vice-Chair to advise TJPDC staff and housing stakeholders on ongoing programs, projects, and issues.

The **Executive Committee** will include representatives from the following RHP membership:

- One elected official
- One affordable housing resident
- One Non-Profit Service Provider
- One Private Sector Service Provider
- One University of Virginia Representative
- One Rural Non-profit Service Provider
- One TJPDC Commission Representative

The Executive Committee will make recommendations to TJPDC staff and to the RHP membership.

Meeting schedule:

The RHP will meet no less than twice per year. When possible, the meetings will be held in conjunction with the two Regional Housing Summits.

Initially, the RHP will meet quarterly until bylaws, a schedule of meetings, and a work plan are established.

The RHP Executive Committee will have regular meetings every other month:

- September
- November
- January
- March
- May
- July

The Partnership may alter the regular meeting schedule or hold special meetings as approved by the chair of the Partnership. All Partnership meetings and advisory committees of the Partnership will be held as public meetings following Virginia Code of Law 2.2-3707.

Deliverables/Strategies:

In addition to recommendations, the RHP would be responsible for supplemental housing products and deliverables. These deliverables would be focused on ensuring continued communication, coordination, and collaboration. Documents and responsibilities include:

- **RHP Mission, Vision, and Goals:** This advisory board may develop a refined mission statement, vision, and goals.
- **Set the Work Scope and Budget:** The Partners will be responsible for synthesizing feedback from the Advisory Groups to form a scope of work and annual budget for the RHP.
- **Develop a Regional Definition for Affordable Housing:** The RHP would review existing working definitions of affordable housing, and draft a formal, mutually agreed upon definition. The initial and primary task would be to create a common vocabulary that could be used throughout the region when assessing and analyzing housing needs in the region.
- **Assign Working Committees (as needed):** Should a focus group need to be formed, the Partnership or Executive Committee would be responsible for creating working committees and assigning members to the committees. The working committees would function as technical support groups with a stated purpose and goals.
- **Coordinate a Regional Housing Needs Assessment:** The RHP would review existing Housing Needs studies in Charlottesville and the region, and draft, if necessary, formal contracts and agreements with independent consultants, to conduct a regional housing needs assessment (subject to funding). The TJPDC would be the contracting agency for all agreements.
- **Attend Meetings of the RHP Advisory Groups:** An RHP partner will participate in periodic meetings of the advisory groups, as appropriate. The purpose of this attendance is to build relationships and open the lines of communication between the Partnership and the Advisory Groups.
- **Request Periodic Agenda Items at Advisory Group Meetings:** The RHP partners will request that the RHP be permitted to occupy an agenda item on the agendas of periodic Advisory Group meeting agendas. This will ensure that time is allocated in the meetings for open communication between the RHP partners and Advisory groups.
- **Keep Communication Open:** The RHP will strive to make communication open and timely to facilitate strong collaboration between all stakeholders.
- **Coordinate Regional Housing Summits:** The Partnership would work to identify educational topics of interest to design and implement housing summits on a given housing-related topic, no less than twice a year.
- **Produce Annual Reporting:** The Partnership would develop a means to report on housing-related topics annually to all stakeholders.
- **Integrate Housing into Decision-Making:** The RHP would work to integrate housing considerations into planning efforts around the region. The Partnership would make recommendations to local planning efforts and projects.

- **Provide periodic reporting to TJPDC Commission:** Provide no less than twice a year reports of progress to the TJPDC Commission.

Timeline:

As there are immediate needs with identifying housing strategies that will best meet the unmet housing needs, the RHP will be established as soon as possible. The following timeline sets an outline for establishing the RHP and resolving pending concerns, while planning for future opportunities.

Task 1: Approval of Concept -COMPLETED

February 2017

The Thomas Jefferson Planning District Commission's board met in early 2017 and identified the need for a Regional Housing body to research and provide recommendations on housing strategies for the region.

Task 2: Develop FY2018 RHP Budget - COMPLETED

August 2017

The Thomas Jefferson Planning District Commission approved a half-time staff member from its local per capita funds.

Task 3: Identification of and Partnership Building with Housing Agencies - COMPLETED

September-December 2017

Task 4: Develop Roundtable of Stakeholders - COMPLETED

September-December 2017

Three stakeholder meetings were held November 20, 2017, December 7, 2017 and December 20, 2017 to solicit input and ideas from relevant stakeholders. Overall themes focused on the need for a common definition of the levels of affordable housing and the production of more affordable housing. Recommendations were made that efforts should be facilitated through the PDC.

Task 5: Hire of Housing Coordinator - COMPLETED

February 2018

A half-time Housing Coordinator was hired February 1, 2018. The staff member will convene, facilitate, compile materials, and organize, draft, and report findings to the Partnership and relevant stakeholders. Additional studies and special project development will require additional or alternate funding sources.

Task 6: Convene Steering Committee -COMPLETED

February 2018

An RHP Steering Committee was held Feb 27, 2018. Overall themes focused on the urgency of the need for a regional housing partnership to educate and coordinate efforts between sectors and localities.

Task 7: Participate in Tom Tom Hometown Summit Housing Sessions - COMPLETED

April 2018

The PDC, in partnership with the Charlottesville chapter of the Urban Land Institute, participated in 7 affordable housing sessions. The sessions were housed at the PDC and facilitated by various moderators in the housing sectors.

Task 8: Formalize Structure and Framework -IN PROGRESS

February - September 2018

The Housing Coordinator will draft the RHP Organizational Framework. The framework will serve as a draft of the Goals, Objectives, and tasks that the Partnership will adopt.

Framework approval – September, 2019

TJPDC & Member Appointment of Representatives – October, 2019

RHP First Member Meeting – November, 2018

RHP Executive Committee Meeting – January, 2019

Task 9: Coordinate Regional Housing Needs Assessment -IN PROGRESS

September 2018 – June 2019

The Partnership will work to obtain funding for an independent consultant to perform a regional housing needs assessment and regional/local strategy recommendations. Results of the assessment will be shared with the partnership and with all localities. Results of the assessment will drive regional goal setting and planning related to housing. A proposal is currently under consideration for funding and approval. Once funding is in place, the RHP will act as the Steering Committee for Scope of Work development and project implementation.

Task 10: RHP Operational Framework Introduction – COMPLETED

May 2018

The Operational Framework will be introduced to the Thomas Jefferson Planning District Commissioners during their regularly scheduled Board meeting on May 3, 2018.

Task 11: Solicit Feedback on Operational Framework from the Steering Committee - COMPLETED

May 2018

The Housing Coordinator will forward the RHP Operational Framework to Steering Committee members for review and feedback. Feedback will be directed to Chip Boyles.

Task 12: Prepare VHDA Application for Funds - COMPLETED

May-July 2018

The VHDA has expressed interest in partnering with the Regional Housing Partnership to develop the regional housing study and a dashboard that can be used to report out on local and regional metrics related to housing. The RHP will prepare an application to seek VHDA financial support.

Task 13: RHP Operational Framework Approval – IN PROGRESS

September 2018

The Operational Framework will be approved by the Thomas Jefferson Planning District Commissioners during their regularly scheduled Board meeting on September 6, 2018.

Task 14: Develop FY2020 RHP By-laws and Budget

January-March 2019

The Partnership will develop a budget for FY2020.

Task 15: Organize and Implement Educational Regional Housing Summits

Fall 2018-Spring 2019

In cooperation with the City of Charlottesville, the RHP will coordinate two summits per year with a combined Charlottesville and Regional housing focus.

Task 16: Develop and Produce Local/Regional Template for Reporting Housing Metrics

2019

After the Regional Housing Plan is developed, data will be used to establish current conditions and future housing goals. Templates for each jurisdiction will be established for uniform reporting.

Task 17: Develop Annual/Bi-Annual Monitoring and Reporting of Established Regional Housing Metrics

2020

A monitoring and reporting protocol will be developed to provide a public reporting measure of housing status every two years.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Jason Stewart, Community				
PRESENTER(S):	Alan Saunders, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Monthly Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Culpeper District, Louisa Residency

Fluvanna County Monthly Report: November 2018

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
05/05	Route 250, at Route 631 Troy Rd	No	No
08/24	Route 250	Hit & Run	Pedestrian
09/18	Route 607	No	N/A

[Link to SmartScale information](#)

[Link to SmartScale Projects \(Filter for Fluvanna Co. Projects\)](#)



SmartScale Round 3 Applications:

- Thomas Jefferson Pkwy (Rte 53) & Turkeysag Trail (Rte 1015)
- James Madison Hwy (Rte 15) & Bybees Church Rd (Rte 613)
- James Madison Hwy (Rte 15) & Hunters Lodge Rd (Rte 631)
- Route 250 at Toy Road (Route 631)

Key Dates:

- Commonwealth Transportation Board will release scores in early 2019

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Authorize ROW (JUL 2018)	Obtain Environmental Permits (JAN 2019)	Anticipated MAR 2020
Route 680 – Rural Rustic (UPC:107558)	CN Begins (State Forces)	Completion	Anticipated Completion Summer 2019
Route 629 Bridge Replacement	Right of Way	Construction Authorization	December 2018
Route 600-618 Intersection Improvements (UPC 111739)	Authorize PE/Scoping (JAN 2018)	Environmental Review Process	Anticipated FEB 2022

Additional Road Projects:

- **On-Call Pipe Replacements** (UPC 106020)
- **District Wide Guardrail Repair and/or Replacement** (UPC 106849)
- **District Wide ADA Compliance** (UPC 108027)

- **On-Call District Wide Pavement Marking** (UPC 108282)
- **District-Wide Primary Rumble-Strips, 9999-967-280** (UPC 106978)

State-Force and District-Wide Bridge Projects:

- **District Wide Bridge Deck Cleaning and Washing** (UPC 105980) ;
- **District Wide Bridge Maintenance** (UPC 105979);
- **Route 623 over Venable Creek, Completed;**
- **Route 600 over Rivanna River Debris Removal, Completed September 10th**

Resurfacing Projects:

VDOT provided the County with a list of routes included in the 2018 resurfacing schedule. Customers can view VDOT’s resurfacing schedule and route status on VDOT’s public website via the following link: Link to <http://www.virginiaroads.org/> (Select "Web Maps" and “Statewide Paving Status”)

31 of 31 routes on the 2018 Paving Schedule have been completed.

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2017	6.76	\$ 1,093 K	2017	52.29	\$ 587K
2018	6.38	\$ 1,015 K	2018	73.86	\$ 550K

Link to <http://www.virginiaroads.org/> (Select "MAINTENANCE & CONSTRUCTION")

The screenshot shows the 'Statewide Paving Status Map' interface. On the left, there is a navigation pane with 'Home' and 'Statewide Paving Status M...' at the top. Below that are 'Details' and 'Basemap' tabs. Further down are 'About', 'Content', and 'Legend' links. The legend is expanded, showing four categories: 'Scheduled' (red line), 'In Progress' (green line), 'Completed' (blue line), and 'Rescheduled' (black line). The main map area shows a map of Fluvanna County with several road segments highlighted in blue, indicating they are completed. Major roads like Route 250, Route 6, and Route 659 are visible. The word 'Fluvanna' is written across the center of the map.

Traffic Engineering

Studies under Review:

- Route 250 speed study, from Route 631 to Route 15.

- Route 53 shoulder safety improvements (proximity 4800 block +/-)
 - Corridor study ongoing
- Route 629/631 intersection review

Completed Studies:

- Route 600/616 intersection: sight-distance and pavement marking improvements completed

County Safety and Operational Improvements:

- Route 250 at Route 631 (Troy Rd): VDOT crews plan to remove trees and perform minor grading to improve sight distance.
 - Scheduled for late November
- Route 629/631 Intersection Review
 - Developing Right of Entry Agreement to be able to enter the property to cut trees and slope the bank.
- Village of Palmyra Traffic Circle: County and VDOT staff plan to simulate EMS response prior to installing pavement markings;
- Route 53 at Route 619 (Cunningham): VDOT continues to evaluate this intersection for interim and long-term safety improvements;

Area Land Use

Fluvanna County Plan/Plat Review Status - Received the Month of September 2018								
Project Name	Routes/Address	Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
VSI Supply, Zion Station Lot 3 Revised	1021-Zion Station Road	Zion Station Road	Site Plan,	Mark Wood	9/4/2018	10/18/2018	9/4/2018	Review Complete - Revision Required
Virginia Electric & Power Company Site Dev Plan	15-James Madison Highway	James Madison Highway	Site Plan,	Mark Wood	9/5/2018	10/19/2018	9/14/2018	Review Complete - Revision Required
MacIntyre Minor Subdivision	637/773-Antioch Rd/The Cross Road	Antioch Rd/The Cross Road	Preliminary Plat Review,	Mark Wood	9/21/2018	11/5/2018	9/21/2018	Review Complete - Acceptable

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **153** Work Orders in FY19. Top actives have been dead animal removal and tree removal

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSmanual.pdf

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

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

MEETING DATE:	November 6, 2018				
AGENDA TITLE:	Children's Services Act Semi-Annual Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Bryan Moeller, CSA Coordinator				
PRESENTER(S):	Bryan Moeller, CSA Coordinator				
RECOMMENDATION:					
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • Review of Purchases of Services from the Children's Services Act during FY18 • Summary of demographics during FY18 • Summary of long-term strategy • Opportunity for questions from Board of Supervisors 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Oct 10, 2018 Elected Official Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, October 10, 2018, Elected Officials Breakfast be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for October 10, 2018 Elected Officials Breakfast				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
October 10, 2018
Elected Officials Breakfast Meeting**

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

ABSENT:

Donald W. Weaver, Cunningham District

ELECTED OFFICIALS PRESENT:

Senator Mark Peake, 22nd District
Delegate Rob Bell, 58th District
Linda Lenherr, Treasurer
Eric Hess, Sheriff
Andrew M. Sheridan, Commissioner of the Revenue
Tristana Treadway, Clerk of the Circuit Court
Perrie Johnson, Chair, Fluvanna School Board, Fork Union District
Shirley Stewart, Fluvanna School Board, Rivanna District

ALSO PRESENT:

George Goodwin, Legislative Liaison, Senator Peake's Office
Stephen Harvey, Outreach Director for Congressman Thomas Garrett
Charity Howell, Outreach to Fluvanna County for Senator Mark Warner
Chuck Winkler, FCPS Superintendent
Brenda Gilliam, FCPS, Executive Director for Instruction and Finance
Don Stribling, FCPS, Executive Director for Student Services, Operations, and Human Resources
Steve Nichols, County Administrator
Eric Dahl, Deputy County Administrator and Finance Director
Jennifer Edwards, Economic Development Coordinator
Kelly Belanger Harris, Clerk to the Board of Supervisors
Kim Mabe, Director of Social Services
Bryan Moeller, CSA Coordinator
Joyce Pace, Registrar
Eric Pollitt, Management Analyst
Debbie Smith, Emergency Management Coordinator
Aaron Spitzer, Director of Parks and Recreation
Holly Steele, Planner
Jason Stewart, Planning and Zoning Administrator
Captain David Wells, Sheriff's Office
Kevin Zoll, Building Official
Jessica Rice, Human Resources Manager
David Blount, TJPDC Legislative Liaison
Aisha Williams-Cusano, Region Ten
Helen Cauthen, CVPED

A - WELCOME AND INTRODUCTIONS

Steve Nichols, County Administrator, welcomed and thanked Senator Mark Peak, Delegate Rob Bell, Mr. George Goodwin, Legislative Liaison for Senator Peake, Mr. Stephen Harvey, Outreach Coordinator for Congressman Thomas Garrett, and Ms. Charity Howell, Outreach to Fluvanna County for Senator Mark Warner, to the Elected Officials Breakfast. Chair Sheridan then called the meeting to order.

B - BOARD OF SUPERVISORS CALL TO ORDER

At 8:40am Chair Sheridan, called to order the Elected Officials Breakfast Meeting, thanked everyone for attending, and asked for introductions from all in attendance.

C - SCHOOL BOARD CALL TO ORDER

Mr. Chuck Winkler, Fluvanna County Schools Superintendent, noted that there were only two School Board Members present and therefore, it was not necessary to convene a meeting.

D - GENERAL REMARKS BY LEGISLATORS / REPRESENTATIVES

E - DISCUSSION TOPICS:

1. Public Schools
 - a. Public Schools Funding
 - b. SOQ Mandates
 - c. Teacher Shortage
2. Local Law Enforcement
 - a. Search warrants in death scene and missing juvenile investigations
 - b. Applications for Concealed Hand Gun Permit
3. Zion Crossroads Economic Development Opportunities and Partnerships
4. Broadband
5. Other Timely Topics

F - CONCLUSION AND ADDITIONAL COMMENTS

G - BOARD OF SUPERVISORS ADJOURN

MOTION:

At 10:06am Mr. O'Brien moved to adjourn the Elected Officials Breakfast Meeting, Wednesday, October 10, 2018. Mrs. Booker seconded and the motion carried with a vote of 4-0. AYES: Sheridan, Booker, Eager, & O'Brien. NAYS: None. ABSENT: Weaver.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	Municode Services				
MOTION(s):	I move that the Board ratify the contract for Municode Services with Municipal Code Corporation and conversion of the Fluvanna County Code into Municode format for republication thereunder which the Board approves as a supplement under Virginia Code 15.2-1433.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Municode offers online hosting of the county code <ul style="list-style-type: none"> ○ Fully Responsive- anyone can view the code on any device ○ Intuitive Navigation- seamlessly navigates through the code using an expandable / hideable table of contents, real-time breadcrumb trail, and cross-reference linking with on-hover previews. • The version of the code that Municode will produce is a supplement (formatting, page numbering, etc. is slightly different, etc., but no substantive changes), so it requires approval on the consent agenda of the supplement. • § 15.2-1433. Codification and recodification of ordinances. <ul style="list-style-type: none"> ○ ... <i>Supplements for such codifications or recodifications may be prepared from time to time at the direction of the governing body of the locality,....</i> 				
FISCAL IMPACT:	\$1,395 per year; Supplementation \$19 per page				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Municode Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		

COUNTY OF FLUVANNA, VIRGINIA

CONTRACT FOR MUNICODE SERVICES

This Contract for Municode Services (collectively with all exhibits hereto, the “**Contract**”), is made this 25 day of October, 2018 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Municipal Code Corporation, a Florida corporation registered to transact business in Virginia (“**Contractor**”).

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

I. EXHIBITS: The following exhibits are attached hereto and incorporated herein as material parts of this Contract:

Exhibit 1 – the Contractor’s Proposal dated May 16, 2018 (the “Proposal”);

Exhibit 2 – the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors (the “General Terms”); and

Exhibit 3 – the Style Checklist from the County (the “Style Checklist”).

The Contractor affirms, ratifies, adopts, approves, certifies, agrees and consents to, as applicable, the documents making up its Proposal.

II. SCOPE OF SERVICES: The Contractor shall provide all labor, supervision, training, products, access, maintenance, hosting, customer support, design, equipment, tools, services and materials to complete the Project which shall include: (i) all those services set forth in the Proposal, (ii) Conversion of the Fluvanna County Code to Contractor’s database (including all required formatting, pagination, proofreading, and maintaining current index), see page 3 of the Proposal for additional requirements, (iii) supplementation of the online database upon request from time to time as needed from the County, see page 4 of the Proposal for additional requirements, (iv) as needed supplementation of the Fluvanna County Code; (v) ongoing online website hosting (see page 5 and 10-20 of the Proposal for additional requirements), site maintenance, and support; and (vi) customer support for the general public using the site (collectively the “Services”). The Fluvanna County Code shall be available via the Contractor’s site at all times and Contractor shall meet all service level agreement (“SLA”) guarantees set forth in the Proposal; any deviations from such SLA are material breaches by the Contractor of this Contract. All Services on the Project shall: (i) be completed so as would pass without exception in the industry, (ii) comply with Applicable Law (as defined herein); and (iii) meet or exceed all requirements and provisions of this Contract, the General Terms, the Style Checklist and the Proposal. The Services include nine (9) hard copies of the Code after conversion and nine (9) copies of each Supplement at no

additional cost to the County, with the exception of actual shipping fees. The County is tax-exempt and upon request will send Contractor the tax-exempt certificate.

The County would like a supplement quarterly and the Contractor agrees to provide the same as part of the Services on the Project (except no supplement is required if no changes to the Fluvanna County Code have been made during that quarter). The County may amend its supplement schedule at any time by providing notice to the Contractor. The Contractor will provide both online supplements and electronic/printed hard copy supplements.

Notwithstanding the foregoing, the County is not purchasing and will not be charged by the Contractor for the following items and services set forth in the Proposal: (i) binders noted on page 7 of the Proposal; (ii) Optional Services shown on page 7 of the Proposal; (iii) the state law reference linking and the electronic media options for Code of Ordinances (sent via download) shown on page 8 of the Proposal; and (iv) the MuniDocs options shown on page 9 of the Proposal).

Upon written notice to the Contractor, the County may add any of the offered optional services at any time from time to time during the Term.

Applicable Law is defined to include any and all applicable Federal, State, or local law, statute, ordinance, regulation, rule or guideline including without limitation the Americans' with Disabilities Act.

III. COMPENSATION: Consistent with the pricing set forth on pages 6 through 9 of the Proposal, the Contractor shall be paid for the Services on the Project as set forth below:

- Conversion into Municode database & republication (see Proposal for other related services included at no charge) – No Charge, provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format *reference proposal page 7, Footnote 3*; a word version is considered an editable electronic format that is acceptable.
- As Needed Services - Supplementation - \$19.00 per page amended in the code by the County's adopted legislation (see Proposal for other related services included at no charge); and \$10.00 per page containing table/graph added or amended during supplementation. Additional fees may apply if graphics are printed in color- *reference proposal page 8, Footnote 11*); and
- Annual Fee - My Municode package bundle as described in page 9 of the Proposal (includes online hosting, maintenance, support, and additional services as set forth in the Proposal) for a fee of ONE THOUSAND THREE HUNDRED NINETY-FIVE AND NO/100 (\$1,395.00) annually (the "Annual Hosting Fee"). The first 6 months of the Annual Hosting Fee is waived. The Annual Hosting Fee shall begin 6 months after the conversion to Municode is complete and the Fluvanna County Code is hosted by Contractor to the sole satisfaction of the County (the "Fee Commencement Date").

The Contractor must send the County invoices annually for the Annual Hosting Fee on or after the Fee Commencement Date, and on or after each anniversary of the Fee Commencement Date each year of the Contract Term. All such payments shall be made in accordance with Section 47 "Payment" of the General Terms, defined below in Section IV. Contractor shall provide invoices for the other Services as such are completed and payment shall be made in accordance with Section 47 "Payment" of the General Terms, defined below in Section IV, and in no event, shall Contractor be paid prior to the completion of the services to the sole satisfaction of the County.

Any Services for a partial year shall be prorated. Any prepaid amounts, including without limitation the Annual Hosting Fee shall be returned to the County within thirty (30) days of termination of such services.

Notwithstanding the foregoing or any other provision of this Contract, this is a small purchase and the total amount paid by the County to the Contractor for Services under this Contract, including any and all extensions and renewals, cannot exceed \$50,000.00 (the "Contract Limit"). The Contractor agrees it will not invoice or charge the County for any amounts over the Contract Limit.

IV. OTHER CONTRACT TERMS: The General Terms are specifically incorporated herein by reference as a material part of this Contract. Where any of the provisions of this Contract and any exhibits hereto directly conflict with one another, the following shall be the order of precedence: (i) Contract; (ii) General Terms, (iii) Style Checklist; and (iv) Proposal. With (i) controlling over (ii), (iii), and (iv); (ii) controlling over (iii) and (iv) and so forth. Whenever possible the Contract and exhibits shall be read together.

V. PERIOD OF PERFORMANCE: All work on the conversion portion of the Project is to be completed to the sole satisfaction of the County and in compliance with this Contract, the Proposal, the Style Checklist and the General Terms to the sole satisfaction of the County within twelve (12) to fifteen (15) weeks after execution of this Contract by the County and the Contractor's receipt of all applicable project material, excepting any delay in the return of proofs by the County. The County Code is to be hosted by Contractor within two (2) weeks of the County's return of the proofs to the Contractor and all other Services required under this Contract shall all commence immediately thereafter and shall continue for one (1) calendar year. The My Municode Package Bundle services and the printed/ electronic supplement services shall automatically renew annually for two (2) additional one (1) year renewal terms thereafter. The Contract thereafter may be renewed annually at the option of the County, but only if such renewal would not cause the County to exceed the Contract Limit. Term shall mean the initial term and all renewals. During the Term, the Contractor agrees to provide all as needed services and supplements required by the County or under this Contract. If the Services are terminated for any reason during the Term, Services shall be prorated based upon the date of termination and the

County shall only pay for services actually received prior to said termination. Any amounts prepaid for Services shall be refunded to the County by the Contractor within thirty (30) days of any termination of this Contract.

VI. 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. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, 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 Contract. 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
 Fluvanna County
 ATTN: Cyndi Toler, Purchasing Officer
 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:
 Municipal Code Corporation
 P.O. Box 2235
 Tallahassee, FL 32316
 Telephone (800) 262-2633
 Email: steff@municode.com

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.

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

Municipal Code Corporation,
a Florida corporation, authorized to transact
business in Virginia

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: SM (SEAL)

BY: [Signature] (SEAL)

Print Name: Steffanie Rasmussen

Print Name: Steven M. Nichols
County Administrator

Title: VP Client Services

Title: Fluvanna County

Date: 9/26/2018

Date: 10/25/18

Approved as to Form:

[Signature]
Fluvanna County Attorney

By Kristina M. Hofmann,
Assistant County Attorney

May 16, 2018

Ms. Cyndi Toler
Purchasing Officer
County of Fluvanna, VA
132 Main Street
Palmyra, VA 22963

Email Sent Via: ctoler@fluvannacounty.org

Dear Ms. Toler:

Thank you for your continued interest in Municode to provide codification services to the County. This proposal will replace our proposal of November 3, 2016 for the conversion and republication of the County's Code of Ordinances, followed by ongoing supplementation and website hosting services. With over 4,500 customers in all 50 states, we are the nation's most trusted and experienced codifier of local government codes, currently hosting over 3,460 municipal codes online.

We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our East Coast Regional Executive, Scott Horton, is located in Raleigh, North Carolina. He is available to answer questions and meet with you, as needed. Scott has over 12 years of experience working with local governments and over 8 years of experience in municipal sales. Scott visits Virginia often, attends the Virginia Municipal League Conference, Clerks Conference and IIMC Conference, and is supported by our entire team in Tallahassee.

Our supplement service is streamlined, simple and designed for your convenience. A recent analysis of our 2017 printed supplement Services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control protocol. Unlike other codifiers, we do not charge a supplement handling fee, nor do we charge to post your supplements online.

Our website hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for municipal codes of ordinances. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

We are committed to the State of Virginia, where we are proud to serve 156 municipalities, and regularly attend, support and sponsor the Virginia Local Government Attorneys, Virginia Association of Counties, Virginia Municipal Clerks Association: and Virginia Municipal League's annual conferences. Our Vice President of Sales, Dale Barstow, is a former president and currently on the Board of the IIMC Foundation, to which we regularly contribute to allow more clerks/officials to attend the national IIMC Conference.

We will work hard to earn and retain your business. In 2017, over 80 municipalities that had no Code, updated their Code internally or used another Code publisher chose to join the Municode family based on our qualifications, experience, and reputation. This week we were awarded an RFP for the recodification of the Code of Ordinances of the Town of Bowling Green, Virginia. We would be delighted to add the County of Fluvanna to our growing Municode family!

If you have any questions or desire additional information, please contact Scott Horton (shorton@municode.com, 919-830-3358) or our Vice President of Client Services, Steffanie Rasmussen (steff@municode.com, 800-262-2633 ext. 1148).

Sincerely,



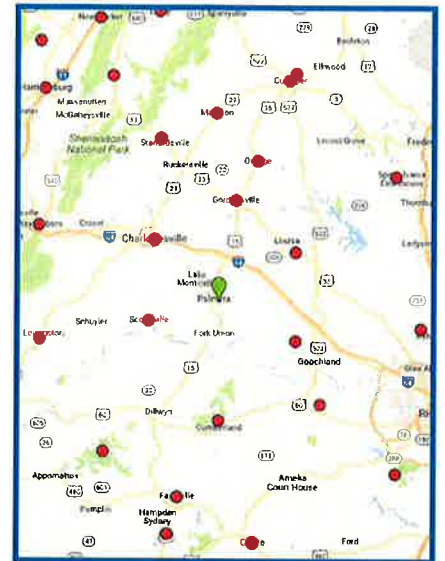
Dale Barstow
Vice President of Sales

Company Profile

With **over 67 years of experience**, Municode has fine-tuned its operations to offer the most technologically advanced and efficient codification and publishing services available nationwide. We currently provide services to over 4,500 customers in all fifty states (**including 156 in the state of Virginia**) and host over 3,460 municipal Codes online.

Municode's mission is to connect public sector organizations with their communities. Whether it's through the legal codification process, full-service or self-service supplementation and website hosting options, custom website design, meeting management and agenda software, Laserfiche & record management solutions, our online payment portal & Utility Billing services or our robust suite of online legislative search tools, our goal is to provide local government agencies with solutions that promote transparency and efficiency and enable them to more effectively serve their staff and communities. Our leadership focuses on investing in people and technology. Our culture is conducive to the longevity of our employees. This makes for an experienced, stable work force with which our clients can establish a long-term partnership. Municode is a privately owned and financially sound corporation with no debt.

Our headquarters in Tallahassee, Florida is home to over 230 employees (most of whom enjoy a tenure with Municode of over 10 years) and includes four buildings totaling 56,000 square feet. We have regional offices located in Rancho Mirage, California; Loveland, Colorado; Sarasota, Florida; Boise and Rexburg, Idaho; Carmel and Kewanna, Indiana; Stillwater, Minnesota; **Charlottesville, Virginia**; Hudson, New Hampshire; Asheville and Raleigh, North Carolina; Lake Oswego, Oregon, Fort Worth, Dallas and Edinburg, Texas and Farr West, Utah.



Municode has extensive code publishing experience in Virginia and throughout the United States.

From creating or updating a Code to posting the content online to editing, printing and shipping a supplement, Municode assures the fastest, most accurate delivery of codification services possible. We consider our clients to be part of our Municode family and we work hard to maintain the high level of service that they deserve.

Our Code Department is led by Julie Lovelace, Vice President of Codes. Julie has over 27 years of experience in local government law and ensures that our final legal products meet Municode's demanding standards. With the combined expertise of Julie and her team of seasoned codification attorneys, our Code Department has successfully completed well over 4,300 intricate codification, recodification and Legal Review projects.

Our Supplement team is led by Vice President of Supplements, Tassy Spinks, whose 14 professional legal editorial teams work diligently to ensure that our clients receive the timeliest and most accurate supplements possible, with the highest quality of printed publications originating directly from the printing facility located in our Tallahassee headquarters.

Our IT team is led by our Chief Information Officer/Chief Operating Officer, Phillip Claiborne, whose staff of 17 web application developers and system administrators is dedicated to remaining the industry's leader for technological advances in our field. They maintain and routinely enhance our website, MunicodeNEXT to create new ways to make your Code as transparent and informative as possible. The feedback we are receiving after transitioning all our customers to our latest website upgrade has been both positive and rewarding.

Municode and our family of solutions now offer a wide variety of services designed to serve you and your citizens. MunicodePAY provides bill presentment and payment for municipalities, MCC Innovations (MCCi) increases municipal efficiency through records and document management and **enCodePlus** provides interactive zoning maps, Land Use Lookup Tools and sophisticated options for zoning ordinances.

MunicodeWEB creates interactive, dynamic and efficient municipal websites for Municode clients nationwide, like the one we created for the **Town of Onancock, Virginia** (<http://onancock.com/>). Now, and in the future, Municode is committed to providing you with the highest quality legal and publishing experience, as well as additional solutions to make your job easier and more efficient.

Conversion & Republication Services

We will convert the County's Code into Municode's database, working with the County to confirm the desired style and formatting of the Code. We will update the preliminary pages, index and Table of Contents; add any uncodified newly adopted legislation per the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables. Proofs will be provided for your review, and upon approval, the Code will be shipped, and published online via MunicodeNEXT.

We will handle 100% of the publishing of your Code of Ordinances. The republication process includes editing, page composition, proofreading, indexing, and delivering the information as printed and/or electronic copy. When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the entire code is reprinted and supplement number designations start over with Supplement No. 1.

Please see **pages 10 through 19** for a description of our MunicodeNEXT features. **Among the many features available is our MuniPro service, which allows you to search over 3,460 codes in our library for samples of legislative material;** search our total ordinance repository of tens of thousands of pertinent ordinances; save frequently used searches for easy retrieval; create notes to attach to any section in any publication and draft new ordinances. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

The process includes:

- ☞ Conversion to our database;
- ☞ Removal of supplement numbers;
- ☞ Updating of preliminary pages (title page, officials' page, and preface);
- ☞ New page numbers;
- ☞ Editing & proofreading;
- ☞ 10-point font, single column, unless otherwise instructed;
- ☞ Incorporation of maps, diagrams, charts and tables;
- ☞ Preparation of Table of Contents and Comprehensive Index to the code;
- ☞ Proofs provided for your review;
- ☞ 9 copies of the newly republished code;
- ☞ Posting your newly republished code on MunicodeNEXT;

The process does not include:

- ☞ Reorganizing the structure of your code;
- ☞ Review by an attorney;
- ☞ Optional binders and tabs;
- ☞ Substantive editing or changes to the text.

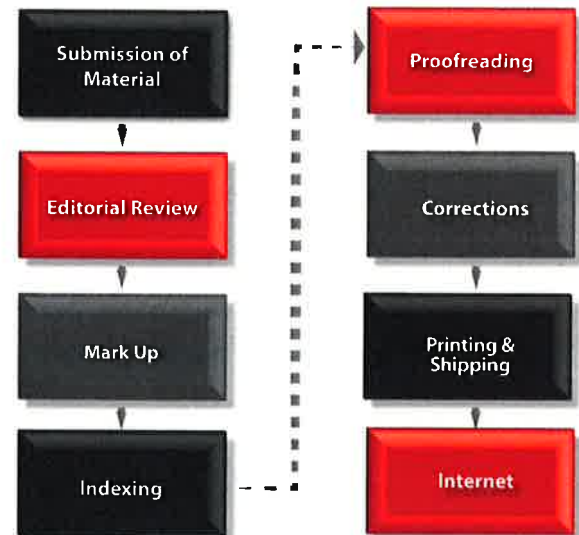
Item	Time Frame
We acknowledge receipt of contract	Immediately
We send you a list of all code material and ordinances received	48 hours upon receipt of material.
Schedule initial project meeting	Within two weeks of execution of the contract.
Project start date	Start date to be established upon receipt of all necessary code materials and a completed Style Checklist
Proofs provided for your review	Within 12 weeks of our receiving all necessary material. After the proofs are returned, we will ship the newly printed code volumes within 2-3 weeks.
Post the code online	We will post the republished code online within two weeks of your final approval and provide you with a link to place on your website. We will schedule webinar or on-site training sessions with your staff at any time.
Supplement services	Supplements to the code will start with supplement No.1 and will continue on the schedule you select.

Supplementation Services

Our supplementation process has been designed for timeliness, efficiency, simplicity and our customers' convenience. The code can be supplemented on the schedule of the County's choice, and there is no additional fee for more (or less) frequent supplementation. We pride ourselves on a turnaround time of **35 to 40 days for printed supplements** and can provide "always up to date" **electronic update services within 15 days**, at the same per page rate quoted for printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service.

When you send your newly enacted legislation to Municode, receipt is confirmed immediately, and the material is organized, reviewed, codified and posted online on the schedule of your choice. Printed copies will be provided per your specifications and supplements can be delivered in the electronic format of your choice (WORD, PDF, FOLIO). The printed Supplement process is outlined below.

Municode Supplementation Process



1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. The County will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. With our OrdBank feature, the legislation is posted online within 24 to 48 hours as a PDF under "Adopted Legislation not yet Codified". If you enroll in electronic update supplements, the code can be fully updated electronically within 15 days of our receipt of your material.
2. Editorial Review – Our editorial team will review all ordinances to determine whether and where the ordinance should be included in your code; whether the ordinance conflicts with your existing code content; what material should be removed from your existing code; whether history notes will be added; what tables will be updated and whether the Table of Contents should be amended at any level. Our editors will contact you with any questions or comments on the new legislation. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing code.
3. Indexing – When the editorial process has been completed, your supplement will be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that your supplement is free of errors in grammar, spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy. Any errors attributable to Municode will be corrected at no cost to the County.
5. Posting the supplement online (MunicodeNEXT) – After your printed supplement has been completed, your online code will be updated quickly at no additional charge and any electronic products requested will be provided. The County will receive notification that the website has been updated via email. If the County selects our CodeBank Compare + eNotify service, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, insert divider tabs and ship your supplement to you on the schedule instructed by the County. Instruction Sheet: With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; Checklist: We will furnish a checklist of up-to-date pages with each supplement.

Website Hosting Services

With MunicodeNEXT, your staff and citizens need only click the link provided on the County's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**. We encourage you to visit our online library of over 3,460 codes published on MunicodeNEXT (<https://library.municode.com/>). To see a Virginia online code, please visit the Lynchburg, VA code here: <https://library.municode.com/va/lynchburg>

We will host your code on MunicodeNEXT, 24 hours per day, 7 days per week and 365 days per year. Our website is the most reliable code hosting platform available nationwide. We notify our clients at least 7 days in advance of any planned, rare and brief maintenance and confidently guarantee a SLA (Service Level Agreement) uptime percentage of over 99.95%.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia (<http://www.peak10.com/about-peak-10/data-center-locations/atlanta/>). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our datacenters. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested.

Our powerful search engine allows users quick, narrow, pinpoint and advanced searching options, including Boolean, Narrow and Stem searches, with Synonym searches recently added to our online features. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code.

Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT provides alternate viewing options to support slower connections of your code and all features are present and appropriately sized on desktop, smartphone, and tablet viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices, the fastest growing segment of internet usage. Our mobile platform can be accessed by any smart phone or tablet running iOS, Android, Windows Phone 7 or higher, WebOS, or Blackberry OS.

Our online hosting platform is easy to navigate and includes a direct link to our IT Department should any technical support be required. We offer video tutorials and personalized webinars to assist your staff in becoming familiar with the advanced searching capabilities and powerful tools available therein, and are happy to assist with onsite training, if desired.

Please see **pages 10 through 19** for a complete description of our MunicodeNEXT Standard and Premium features.

Executive Summary

Republication, Supplementation and MunicodeNEXT:

*Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.*

- ☛ Conversion into Municode database & republication. **No charge¹**
- ☛ Supplementation **\$19 per page**
- ☛ Online hosting and support..... **6 months free, then \$550²**
- ☛ Timeline..... **within 12 weeks**

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when comparing proposals:

- ☛ Conversion into Municode database and republication of the code is based on a 600-page code and is **no charge**, if provided in WORD format;
- ☛ Supplement charges - **single column per page rate of \$19**;
- ☛ The **online code fee is waived for the first 6 months**, and then **only \$550** for our basic service,
- ☛ If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode package bundle for **only \$1,395, with the first 6 months of service at no charge!**
- ☛ Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages, nor do we charge a supplement handling fee. All of these services are already included in your supplement per page rate.

¹ Provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format. This proposal does not include the Building Code or Comprehensive Plan. Please see page 7 for additional pricing details.

² Please see page 9 for additional features and pricing available on our MunicodeNEXT platform.

Conversion and Republication Quotation Sheet

Conversion and Republication

- Conversion of code to Municode database No Charge³
 (This does not include the Building Codes or Comprehensive Plan)
- Removal of supplement numbers No charge
- Updating of preliminary pages (title page, officials' page, and preface) No charge
- New page numbers No charge
- Creation of a consistent style No charge
- 9 printed copies of the new code with tabs No charge
- Inclusion of adopted legislation, per page added or amended \$19
- Current code can be posted online as a PDF during conversion & republication project No charge

- ~~3-post expandable binders with stamping, \$70⁴ each~~ qty _____ \$ _____
- ~~3-ring vinyl binders, \$18⁵ each (stamping not available)~~ qty _____ \$ _____

- Binder Color:**
 - Semi-Bright-Black
 - Dark-Blue
 - Hunter-Green
 - Burgundy
- Binder Stamping Color:**
 - Gold
 - Silver
 - White
- Tabs, \$25 per set qty _____ \$ _____

Optional services: Optional future services

- Creation of new index for print copies \$1,500
- State Law Reference Update Service \$700⁶
- Legal Review of Code in comparison to current Virginia State Law, per hour \$150⁷
- State Law Reference Linking, per link \$3

³ Provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format. Conversion will take approximately 12 weeks upon receipt of all required materials.

⁴ Price does not include shipping costs. Quotations for 3-ring or alternate binders available upon request.

⁵ Only black binders are available in vinyl and a cover insert will be provided in lieu of name stamping on the cover.

⁶ We will review existing State Law References within the code to ensure accuracy.

⁷ We will provide the County with a State Law Legal Review analysis, which is estimated to require five (5) hours of legal services.

Supplementation Services

Supplement service base page rate⁸, per single column page:

\$19

Supplement base page rate above includes:

- Ⓕ Acknowledgement of material
- Ⓕ Data conversion, as necessary
- Ⓕ Editorial work
- Ⓕ Proofreading
- Ⓕ Updating the index
- Ⓕ Schedule as selected by you⁹
- Ⓕ Updating electronic versions¹⁰ and online code
- Ⓕ Printing 9 copies

Supplement base page rate above excludes:

- | | |
|---|----------------------|
| Ⓕ Freight, pre-billed | Actual freight |
| Ⓕ State sales tax | If applicable |
| Ⓕ Graphics ¹¹ & tabular ¹² matter, per page | \$10 ¹³ |
| Ⓕ Code on internet, <i>first 6 months fee waived</i> | Selections on page 8 |

Additional services:

- | | |
|--|-----|
| <input type="checkbox"/> State Law Reference Linking, per link | \$3 |
|--|-----|

Electronic media options for Code of Ordinances (sent via download) ¹⁴

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$150 initially then \$75 per update |

Invoices for Supplements and Additional Services will be submitted upon completion of of project(s).

⁸ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

⁹ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹⁰ We do not charge a per page rate for updating the internet, however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹¹ Includes printing all copies. Additional fees may apply if graphics are printed color.

¹² Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹³ Fee applies only to graphics/tabular matter amended by newly enacted legislation during supplementation.

¹⁴ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

The current code can be posted online in PDF format during the republication project at no cost to the County.

Elections below will be implemented upon republication of your code.

Please check the appropriate box (es) to indicate your selection:

Value Pricing:

- | | |
|--|---|
| <input type="checkbox"/> MyMunicode¹⁵ <u>includes</u> the following: | \$1,395 annually¹⁶
First 6 months fee waived |
| <input type="checkbox"/> Online Code = MunicodeNEXT | |
| <input type="checkbox"/> OrdBank | |
| <input type="checkbox"/> CodeBank | |
| <input type="checkbox"/> CodeBank Compare + eNotify¹⁷ | |
| <input type="checkbox"/> MuniPRO (Includes Two Licenses) | |
| <input type="checkbox"/> Custom Banner | |

Additional Online Services:

- | | |
|--|---------------|
| <input type="checkbox"/> OrdLink, for ordinances pending codification | \$100 |
| <input type="checkbox"/> MuniDocs (up to 25 documents per year updated quarterly) | \$300 |
| <input type="checkbox"/> Additional documents over 25, each | \$7.50 |

Municode does not charge a per page rate to update the internet – this is all included in the supplement per page rate.

¹⁵ Municode does not charge a per page rate for updating the internet – this is included in the supplement per page rate.

¹⁶ Total value if each item were to be purchased a la carte would be approximately \$1,695 per year with participation in our OrdBank service.

¹⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

municode

Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316
info@unicode.com | 800.262.2633
www.unicode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the County of Fluvanna, Virginia.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION



Municode Officer: _____

Title: President _____

Date: May 16, 2018 _____

Accepted by:

COUNTY OF FLUVANNA, VIRGINIA

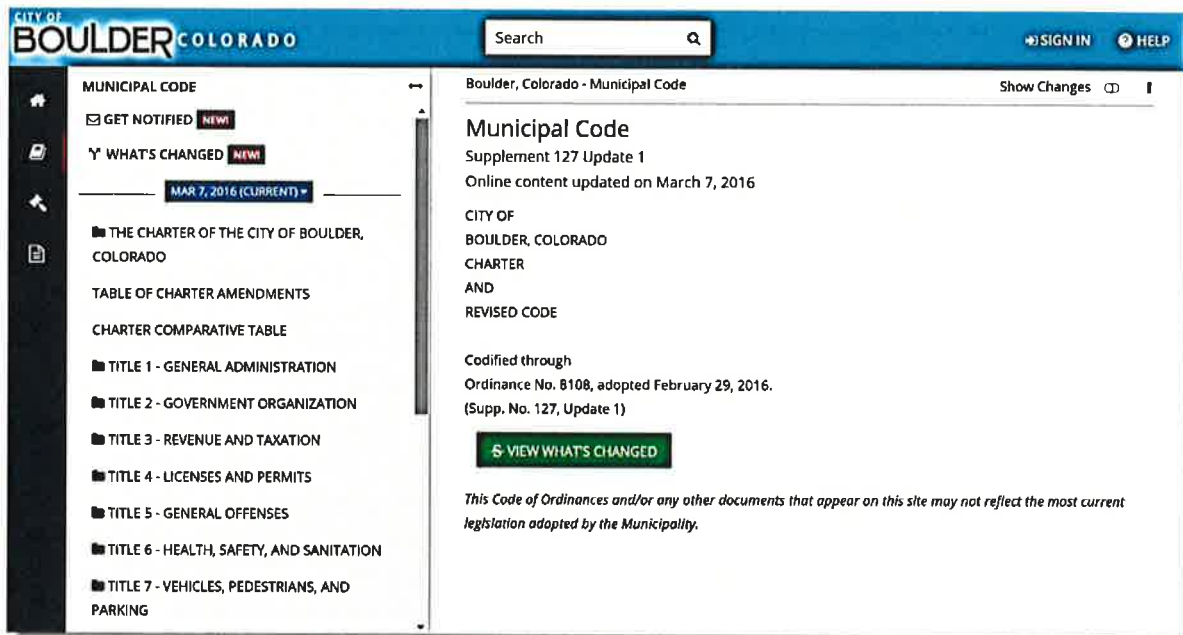
By: _____

Title: _____

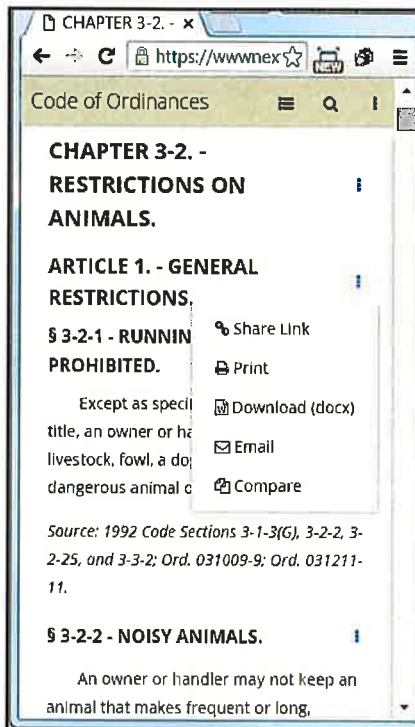
Date: _____

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

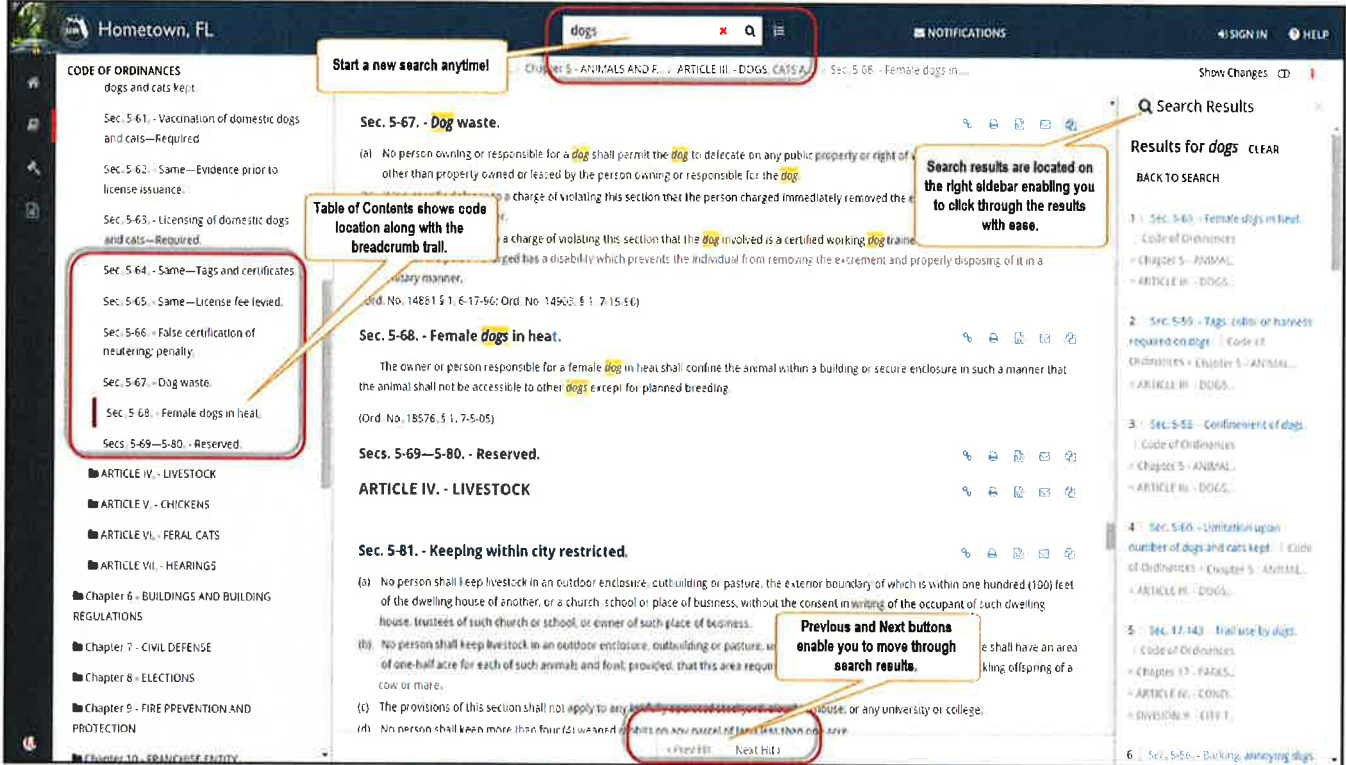


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



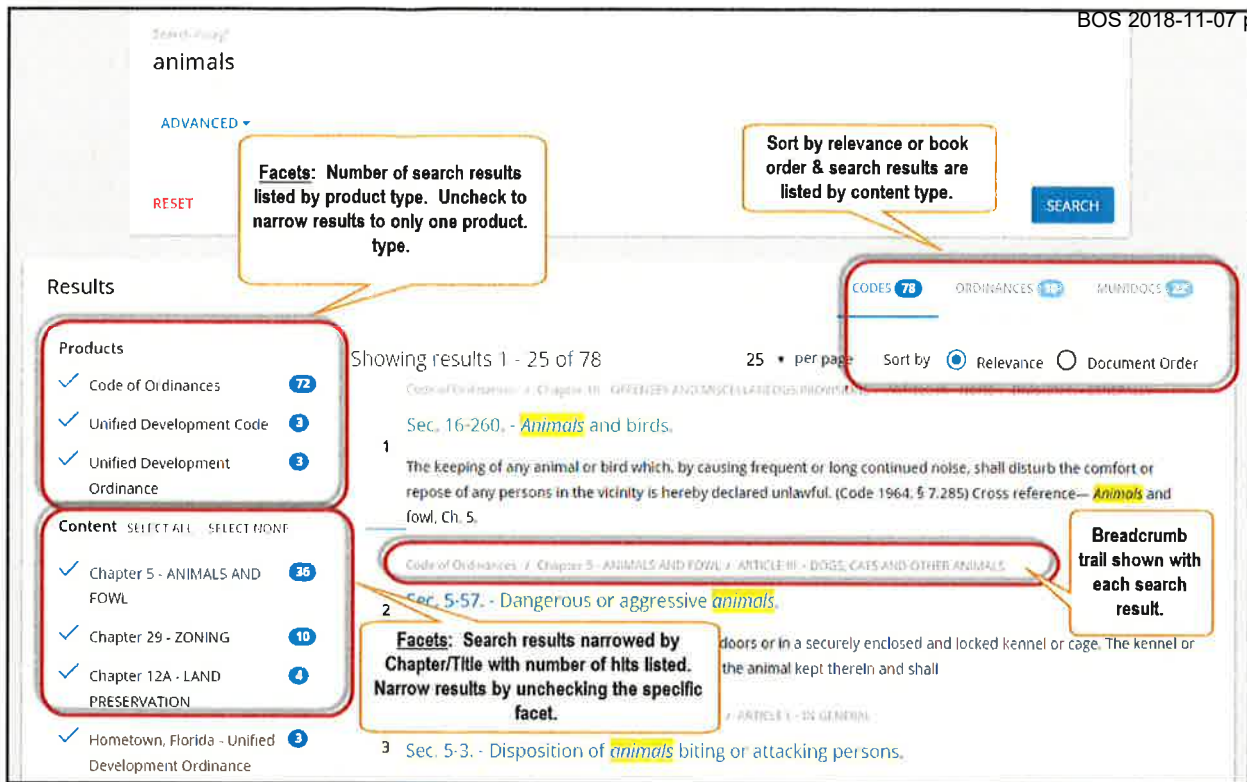
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

- 🔍 **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- 🔍 **Multiple Publications** – If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- 🔍 **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- 🔍 **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- 🔍 **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- 🔍 **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.



Search enhancements provided with our latest website upgrade include (see screenshot above):

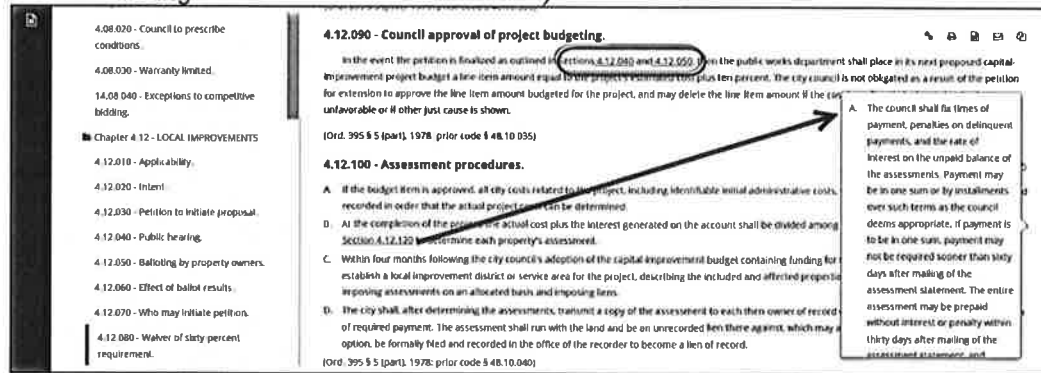
- 🔍 *Multiple products as facets on the left.*
- 🔍 *Number of hits in content types and products displayed.*
- 🔍 *Ability to sort code results by relevance OR book order.*
- 🔍 *Ability to sort ordinance results by relevance OR date order.*
- 🔍 *Ability to sort MuniDocs (minutes, etc.) by relevance OR date order.*
- 🔍 *Breadcrumb trail on each search hit.*
- 🔍 *Prev/Next buttons to navigate through hits.*
- 🔍 *Synonym searching has recently been added to our online features!*

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ⌘ **Internal Cross-Reference Linking** – Cross-references within your code are linked to their respective destination Article, Chapter or Section.
- ⌘ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- ⌘ **Mouseover (cluetips)** – Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.
- ⌘ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100+ languages.

Social Media Sharing – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

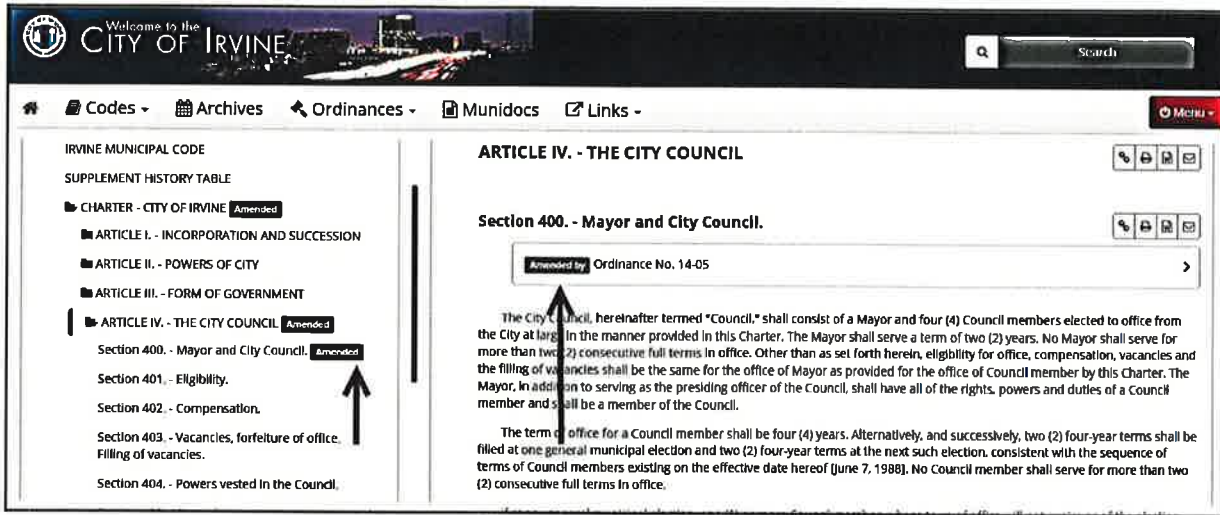
Hyperlinked ordinance in text)

The screenshot shows the City of Arvada website interface. On the left is a navigation menu for 'Code of Ordinances' with a sub-menu for 'DIVISION 6. - WATER FEES AND RATES'. The main content area displays 'Arvada, Colorado - Code ... / Chapter 102 - UTILITIES / ARTICLE II. - WATER A. / DIVISION 6. - WATER F...'. A search bar is at the top right. The main text includes a paragraph about meter installation and a list of ordinance references. One reference, 'Ord. No. 4077, § 1, 10-16-2006; Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008; Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009; Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010; Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011; Ord. No. 4261, § 1, 10-22-2012, eff. 1-1-2013; Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014; Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016', is highlighted with a red box. Below this, section 'Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1.' is shown with a 'modified' status. A 'Show Changes' link is also visible.

(One-Click access to the original ordinance in the OrdBank Repository)

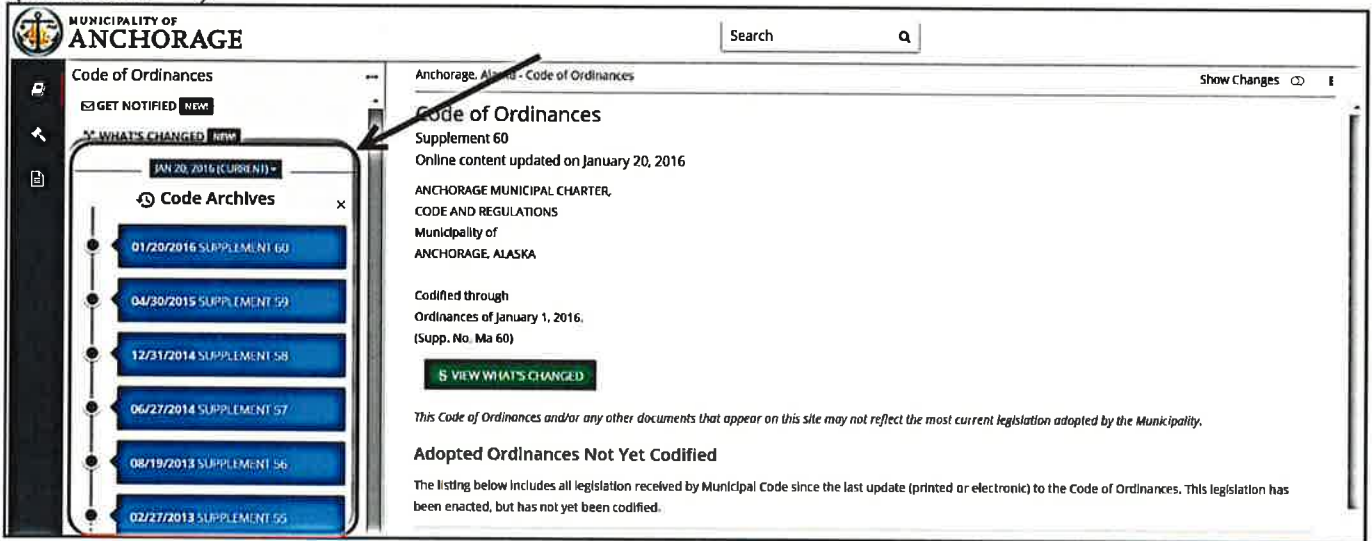
The screenshot shows the City of Arvada website interface with a PDF viewer open. The left navigation menu lists various ordinance and resolution numbers. The PDF viewer displays 'COUNCIL BILL NO. 07-038 ORDINANCE NO. 4099'. The text of the ordinance is visible, including 'AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO WATER, WASTEWATER AND STORMWATER TAP FEES AND USERS RATES'. Section 102-161 is highlighted, detailing residential water fees. A table lists fees for different types of residences: (1) Tapping fee at \$60.00; (2) Inspection fee for 5/8", 3/4" and 1" meters at \$45.00 and for 1 1/2" and larger meters at \$10.00; (3) Tap fee determined from a schedule: Single-family at \$10,920.00, Duplex at \$8,190.00, and Multifamily.

OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Enter email

Profession
Select One

Codes

- Unified Development Code
- Unified Development Ordinance
- Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Search

ANCHORAGE, ALASKA - CODE OF ORD. - TITLE 2 - LEGISLATIVE BRANCH / Chapter 2.30 - RULES OF PROCEDURE

Show Changes

Executive sessions.

- The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:
 - Pending a specific legal matter, including pending litigation;
 - Labor negotiations with municipal employees;
 - Matters that the immediate knowledge disclosed of which would clearly effective adversely an adverse effect upon the finances of the municipality; or
 - Matters which tend to defame or injure the reputation and character of any person, provided the person may request a public discussion;
- Matters which by law, municipal charter, or ordinance are required to be confidential of
- Matters involving consideration of government records that by law are not subject to public disclosure;
- No official action may be taken in executive sessions except to give direction to an attorney or labor negotiator regarding a specific legal matter of pending labor negotiation. Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following schedule:
 - If the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arising from the matter are otherwise barred;

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER, CODE AND REGULATIONS

SUPPLEMENT HISTORY TABLE

TITLE 2 - LEGISLATIVE BRANCH - Chapter 2.30 - RULES OF PROCEDURE - 2.30 030 - Meetings

TITLE 2 - LEGISLATIVE BRANCH - Chapter 2.50 - INITIATIVES, REFERENDUMS - 2.50.090 - Effect of vote

TITLE 9 - ADMINISTRATION / Chapter 3.20 - EXECUTIVE ORGANIZATION - 3.20 010 - Executive and administrative order.

(Show changes button and a custom banner are shown below)

Bonita Springs, Florida - Code of Ordinances

Code of Ordinances Supplement 2

Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

Codified through Ordinance No. 15-27, enacted December 2, 2015.

Show Changes

VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

Code of Ordinances

GET NOTIFIED

WHAT'S CHANGED

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE

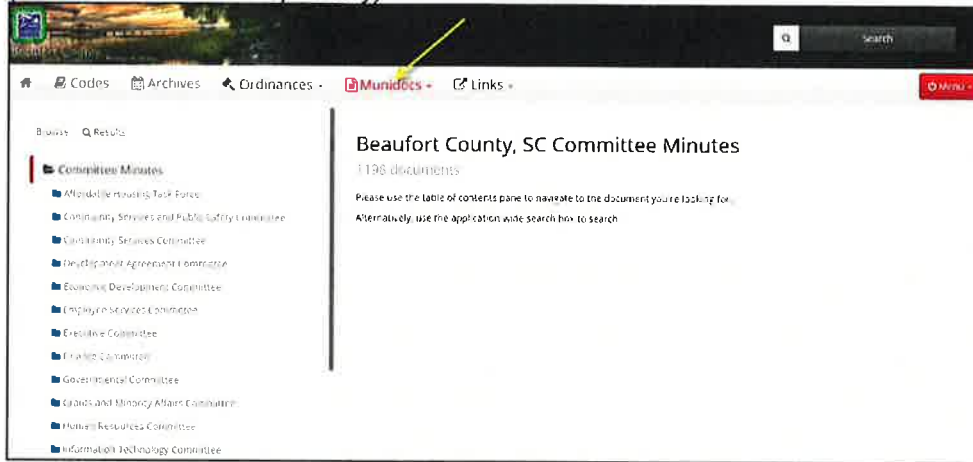
CHARTER

ARTICLE I. - [IN GENERAL]

ARTICLE II. - [EFFECTIVE DATE]

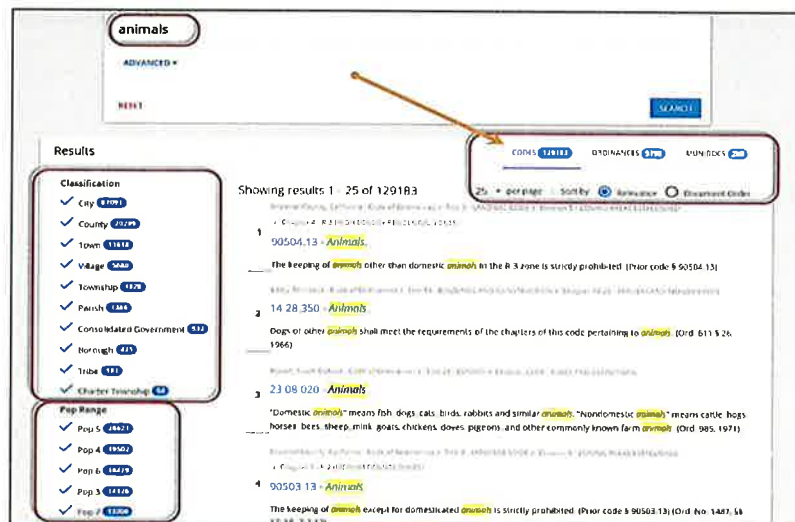
MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

(MuniDocs Tab and Repository)



MuniPRO. MuniPRO Searching allows you to search the over 3,460 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ❧ **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search all codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ❧ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ❧ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ❧ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



Additional Services Available

municodeWEB

MunicodeWEB - Government Website Development. Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit www.ahaconsulting.com

municodePAY

MunicodePAY offers a comprehensive, centralized electronic payment platform that includes a user-friendly citizen online portal that results in significant operational savings and improved customer retention. Your citizens will be able to pay their bills via the web, automated phone number or through your staff. Our platform is equipped with complete accounting and settlement functions that integrate with your CRM, finance and general ledger systems. Daily, weekly and monthly reports for easy tracking, and reconciliation of payments are available on demand in a variety of formats (including PDF, CSV and Excel).

With MunicodePAY, payments are collected faster, your operating procedures are simplified, and your citizens are happy. Currently, nearly 100 municipalities trust MunicodePAY to process over 10 million statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs. MunicodePAY also offers traditional **Statement Printing and Mailing** services, **Lock Box** Payment Processing Services and **Customer Call Center** Outsourcing Solutions. To learn more about MunicodePAY, please follow these links: Website: <https://www.municode.com/#electronicpayments>, Demo: <https://vimeo.com/143619736>



Municode Innovations (MCCI) understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCI is passionate about helping organizations run their office more efficiently – saving time, money and resources!

Please visit our website for more details about any of the services listed below: <https://www.mccinnovations.com/>

Enterprise Content Management Software and Services (Laserfiche). With more than 900 clients nationwide, MCCI is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCI provides the most powerful index retrieval search engine available.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **enCodePlus** assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics. From its humble beginnings as a stand-alone Windows PC program, **enCodePlus** has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCodePlus** can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>

What Our Clients Say about Partnering With Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!!"

Exhibit 2
Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND
INSTRUCTIONS TO BIDDERS AND
CONTRACTORS

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, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

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

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

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

already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

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

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.

**** Supplemental Name ****

MCCI, LLC, 33-1069550, AHA Consulting, Inc. 26-2674611, MCCI 1958 LLC 47-1788012

County of Fluvanna, VA is listed as Additional Insured with respects to liability.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	Position Description Revision – Public Works Director				
MOTION(s):	I move to approve the revision of Position Description 3690, Director of Public Works, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				x	
STAFF CONTACT(S):	Jessica Rice, HR Manager, and Steve Nichols, County Administrator				
PRESENTER(S):	Jessica Rice, HR Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<p>The current Public Works Director (3690) position description approved in 2004 has been updated to reflect current formatting, language, and duties.</p> <p>No change in pay band.</p>				
FISCAL IMPACT:	No change from currently budgeted personnel costs.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	Previous PD approved in 2004.				
ENCLOSURES:	New Position Description Old Position Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				x	



Fluvanna County, Virginia
Department of Public Works
Job Description

DIRECTOR OF PUBLIC WORKS

Job Class #:	3690
Pay Grade:	23
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	County Administrator

SUMMARY

The Public Works Department employs professional, skilled labor, and general labor positions in the functional areas of: Building and Grounds Maintenance; Custodial Services; Water and Wastewater systems; Irrigation; Solid Waste and Recycling; and Project Management.

The Director of Public Works performs complex professional and difficult administrative work directing all activities of the Public Works Department; does related work as required. Supervision is exercised over all department personnel. Works under general supervision of the County Administrator.

ESSENTIAL FUNCTIONS

- Plans, organizes, and directs the County's public works functions, operations, and staff.
- Selects, negotiates and administers consultant contracts as required; coordinates with staff, architects and engineers in design and construction of projects; oversees project administration and management.
- Assists other departments with development of CIP submittals.
- Develops design plans for various projects in-house as required.
- Coordinates with VDOT on road maintenance and other related projects.
- Assist with procurement and contract administration for Public Works projects.
- Serves as liaison between the County Administrator's office and all departments and constitutional offices on routine facility and grounds maintenance matters, and on non-routine matters under the direction of the County Administrator.
- Responds to special projects from the County Administrator and Board of Supervisors.
- Works with the Department of Environmental Quality, the Health Department and other regulatory agencies in meeting all appropriate regulations at each of the County facilities.
- Hires, trains, supervises and evaluates department employees.
- Works with first line supervisors to resolve personnel issues as they arise.
- Receives citizen inquiries or complaints and dispatches available information recommending action.
- Oversees the preparation of division operating budgets and capital improvement budget, and monitors expenditures; reviews and pays invoices.
- Prepares various reports on activities and operations as requested.
- Prepares meeting agenda and supports the Fork Union Sanitary District Advisory Board.
- Attends various meetings as department and/or County representative.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Municipal public works administration, planning, and design.
- Budget development and management principles.
- Relevant federal and state laws, county ordinances, and department policies and procedures.
- Legislative processes related to local government.
- Principles and practices of a local government procurement procedures.

Skills in:

- Supervision, management, and interpersonal relations.
- Effective leadership, including the ability to instruct, motivate and evaluate professional employees.
- Problem solving.
- Prioritizing and planning.
- Conducting research and preparing reports.
- Effective oral and written communication.
- Preparing and delivering presentations; public speaking.
- Operation and use of common office equipment including personal computers and copiers, and job-related software programs.

Ability to:

- Review and analyze plans and specifications for the construction of public facilities.
- Analyze complex problems and develop specific alternative solutions.
- Formulate comprehensive operational policies and procedures.
- Establish and maintain effective working relationships with the Board of Supervisors, other department heads and the public.
- Meet with citizens to address concerns and complaints.
- Develop a strategic plan, establish and communicate specific goals and objectives and evaluate departmental performance.
- Plan, organize, direct, and evaluate the work of subordinate employees.
- Work independently and take initiative.
- Thrive in fast-paced, high-stress environments.
- Assess relative cost and benefits of potential actions.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

- 1) Graduation from an accredited college or university with major course work in civil engineering, Public Administrations, or related field.
- 2) 5 years of experience in a leadership role in the public works field, including supervisory experience.

*Current licensure as a professional engineer in the Commonwealth of Virginia, or proven ability to obtain by reciprocity within 90 days of employment date, and local government experience preferred.

* Any equivalent combination of experience and education that will allow the applicant to satisfactorily perform the duties of the job may be considered when filling the position.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Required to carry a cell phone and subject to recall at any time during an emergency; may be required to work long hours on occasion.
- Must be able to respond independently or as directed at odd hours and for extended periods during emergencies.
- Must be available to work some weekends and evenings for presentations, training, and meetings.
- Office environment exposure to computer screens; sitting for prolonged periods of time.

- Must have ability to occasionally lift, push/pull, and hold/carry 30 pounds.
- Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain.
- Work requires kneeling, crouching, reaching, standing, walking, and grasping.
- Subject to inside and outside environmental conditions.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL REQUIREMENTS

- Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

POST OFFER REQUIREMENTS

- Criminal background check and driving record check.

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
	November 2018	November 2018	Pending

DIRECTOR OF PUBLIC WORKS / COUNTY ENGINEER - 3690

GENERAL DEFINITION OF WORK:

Performs complex professional and difficult administrative work directing all activities of the Public Works Department; does related work as required. Work is performed under the general supervision of the County Administrator. Supervision is exercised over all department personnel.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Planning, organizing and directing the public works and engineering functions, operations and staff of the County; coordinating work with other departments and County Administrator; maintaining records and files; preparing reports.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Plans, organizes, directs and coordinates the activities of all divisions.
- Selects, negotiates and administers consultant contracts as required; coordinates with staff, architects and engineers in design and construction of projects; oversees project administration and management.
- Assists other departments with development of CIP submittals.
- Develops designs plans for various projects in house as required.
- Prepares bid documents; recommends award of construction contracts; administers construction contracts.
- Maintains contact with other departments and agencies to ensure effective implementation of County responsibilities.
- Responds to special projects from the County Administrator and Board of Supervisors.
- Works with the County Attorney on various legal issues.
- Works with the Department of Environmental Quality, the Health Department and other regulator agencies in meeting all appropriate regulations at each of the County facilities.
- Hires, trains, supervises and evaluates department employees; develops and administers a program of staff development for department.
- Works with first line supervisors to resolve personnel issues as they arise.
- Receives citizen inquiries or complaints and dispatches available information recommending action.
- Oversees the preparation of department division operating budgets and capital improvement budget and monitors expenditures; reviews and pays invoices.
- Prepares various reports on activities and operations; prepares meeting agenda for Board of Supervisors, Fork Union, Sanitary District Advisory Board Landfill Committees and water supply meetings.
- Attends various meetings as department representative.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of the principles and practices of civil engineering; comprehensive knowledge of municipal public works administration, planning and design; ability to review and analyze plans and specifications for the construction of public facilities; ability to formulate comprehensive operational policies and procedures; ability to prepare technical reports; ability to supervise the work of a large staff; ability to establish and maintain effective working relationships with County officials, other public officials, associates, contractors and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited college

or university with major course work in civil engineering or related field and extensive experience in a responsible position in the public works field.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires kneeling, crouching, reaching, standing, walking, and grasping; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the Commonwealth of Virginia. Possession of Landfill Operator's License.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

- FLSA Status: Exempt – Executive Discretionary
 Exempt – Professional Compensatory
 Exempt – Administrative Compensatory
 Non-Exempt

Pay Grade: 23

Approved as to form: _____ Date _____

Approved: _____ Date _____
County Administrator

Approved by Board of Supervisors: June 2, 2004.

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

MEETING DATE:	November 7, 2018				
AGENDA TITLE:	FEMA FY18 Assistance to Firefighters Grant				
MOTION(s):	I move the Board of Supervisors ratify the application for the FEMA FY18 Assistance to Firefighters Grant for Self-Contained Breathing Apparatus (SCBA) and related equipment.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Debbie Smith, Emergency Management Coordinator Eric Pollitt, Management Analyst				
PRESENTER(S):	Debbie Smith, Emergency Management Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Now				
DISCUSSION:	<ul style="list-style-type: none"> • Grant funds will help replace all current end of life SCBA's, cascade systems, fit testing machine, and provide training to firefighters at each station to be certified on inspecting and completing repairs to SCBA. • All Current County SCBA's will meet end of life requirements in 2019 and must be replaced. • The County funded \$100K in FY19's CIP in hopes to be awarded this grant. • Last SCBA Grant was applied for in February 2018 and denied. • This grant would significantly help offset the projected costs of \$887,600. • Without the assistance of this grant, the County would need to fund the estimated remaining \$787,600 to fully replace its SBCAs. • Projected number of awards nation-wide is 2,500. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Grant award for Fluvanna County demographics is up to one million with a 10% county match. • Currently the County's FY19 CIP funded \$100K for the purpose of using these funds as a match for the AFG Grant to replace our SCBAs. 				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX			FRA



Capital Reserve Maintenance Fund Request

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$22,500.00 for the purpose(s) of:
replacing the engine/motr in Bus #21.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 10/12/2018
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY19

Reserve Fund Purpose Category: **Other one-time, minor capital projects costing less than \$50,000**

Description of Project/Repair	Qty	Unit Price	Total Price
Bus 21 engine/motor replacement	1	\$22,500.00	\$22,500.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$22,500.00**

Description and justification for proposed use.

Bus #21 is a 2006 International with 143,500 miles that needs an engine/motor replacement due to lack of compression, fluid leaks, and worn out rings. Our belief is that by replacing the engine we can realistically get another 5-8 years of service from this bus.

Department/Agency Head Name Don Stribling	Signature Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dstribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	Date 10/12/2018
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Eric Dahl</i> Digitally signed by Eric Dahl Date: 2018.10.31 16:34:35 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Steven M. Nichols Digitally signed by Steven M. Nichols Date: 2018.10.30 11:20:46 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

No.	Item
1	FY18 BOS Contingency Balance Report – 2018-11-07
2	FY18 Capital Reserve Memo – 2018-11-07
3	Unassigned Fund Balance Report – 2018-11-07
4	Building Inspections Monthly Report – September 2018
5	
6	
7	
8	
9	
10	

MEMORANDUM

Date: November 7, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: FY19 BOS Contingency Balance

The FY19 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: FY19 Non-Profit Budget Allocations Change – 05.16.18	-\$14,180.00
Less: FY19 C.A.R.E. Task Force Container for Clean Up Day – 09.19.18	-\$500.00
Available:	\$135,320.00

MEMORANDUM

Date: November 7, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: FY19 Capital Reserve Balances

The FY19 Capital Reserve account balances are as follows:

County Capital Reserve:

FY19 Budget Allocation:	\$0
FY18 Carryover	\$67,256
FY18 Closed Out Projects	\$163,865
Total FY19 Budget:	\$231,121
Less: I.T. Air Conditioning Unit – 09.19.18	-\$7,000
Less: FSPCA Building Renovations – 10.17.18	-\$45,000
Less: Palmyra Rescue Squad Building Renovations – 10.17.18	-\$15,000
FY19 Available:	\$164,121

Schools Capital Reserve:

FY19 Budget Allocation:	\$150,000
FY18 Carryover	\$116,308
FY18 Closed Out Projects	\$13,046
Total FY19 Budget:	\$266,308
Plus: BOS Unassigned Fund Balance: Middle School Debt Proceeds – 09.19.18	\$72,001
Less: Abrams Abatement: Classroom & Crawl Space – 09.19.18	-\$72,001
Less: Carysbrook & Central Elementary Blacktop Repair – 09.19.18	-\$10,650

Less: Central Elementary School Partition – 09.19.18	-\$12,000
FY19 Available:	\$256,704

MEMORANDUM

Date: November 7, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY18 Year End (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	\$4,078,805
Less: FY19 Abrams Abatement Classroom and Crawl Space – 09.19.18	-\$72,001
Less: FY19 Fire Hydrant Installation (JRWA) – 10.17.18	-\$142,500
Current (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	\$4,078,805

*Audited FY18 Year End Unassigned Fund Balance will be available upon completion of the FY18 CAFR

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:	Period:
Kevin Zoll	September 2018

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits)	2014	7	1	4	6	9	16	5	12	6	8	4	9	87
	2015	4	5	10	9	12	12	14	13	2	4	7	3	95
	2016	11	11	8	15	9	18	6	5	9	2	6	8	108
	2017	3	2	16	6	4	10	6	5	14	5	7	13	91
	2018	8	3	15	11	13	17	13	10	8				98
NEW - Single Family Attached	2014	0	0	6	0	0	0	0	0	0	0	2	0	8
	2015	2	0	0	0	0	0	0	2	0	0	0	0	4
	2016	0	0	0	0	0	5	0	0	0	0	0	0	5
	2017	0	0	0	0	0	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0	0	0			0
NEW - Mobil Homes	2014	0	1	1	0	0	1	1	0	1	0	0	0	5
	2015	0	0	0	0	1	1	0	2	0	0	0	0	4
	2016	0	1	0	0	0	0	0	1	0	0	0	0	2
	2017	0	0	0	0	2	1	0	1	0	0	0	0	4
	2018	0	0	1	1	0	0	0	0	0				2
Additions and Alterations	2014	22	12	17	29	31	28	18	28	31	36	25	25	302
	2015	21	30	38	28	21	30	22	25	23	27	35	18	318
	2016	13	10	31	27	29	29	15	32	31	28	27	27	299
	2017	29	20	29	43	20	29	32	18	23	27	43	28	341
	2018	19	6	10	19	8	13	26	25	32				158
Accessory Buildings	2014	2	0	2	0	4	1	3	5	1	2	2	1	23
	2015	4	4	3	4	1	0	0	2	6	0	0	3	27
	2016	3	4	4	6	2	2	1	2	1	3	3	6	37
	2017	0	4	2	3	2	2	2	4	2	0	2	2	25
	2018	2	3	3	6	2	1	4	2	1				24
Swimming Pools	2014	0	0	0	1	0	0	0	0	0	0	0	1	2
	2015	0	0	0	0	0	0	0	1	1	0	0	0	2
	2016	0	0	0	0	0	1	1	0	0	0	0	0	2
	2017	0	0	0	0	0	1	1	0	0	1	1	0	4
	2018	0	1	1	1	0	1	2	0	1				7
Commercial/Industrial Build/Cell Towers	2014	0	0	0	0	0	2	1	0	0	0	0	1	4
	2015	1	0	0	0	0	0	2	0	0	1	1	1	6
	2016	0	0	2	2	0	0	1	0	1	1	1	1	9
	2017	1	2	0	0	0	0	2	2	1	1	0	0	9
	2018	0	0	0	0	0	2	0	0	0				2
TOTAL BUILDING PERMITS	2014	31	14	30	36	44	48	28	45	39	46	33	37	431
	2015	32	39	51	41	35	43	38	45	32	32	43	25	456
	2016	27	26	45	50	40	55	24	40	42	34	37	42	462
	2017	33	28	47	52	28	43	43	30	40	34	53	43	474
	2018	29	13	30	38	23	34	45	37	42	0	0	0	291
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2014	\$1,902,399	\$458,326	\$1,783,992	\$2,540,111	\$2,570,600	\$3,119,933	\$1,724,192	\$2,586,705	\$1,353,471	\$1,922,260	\$1,461,680	\$2,563,409	\$ 23,987,078
	2015	\$1,384,631	\$1,560,716	\$2,916,520	\$3,567,237	\$2,999,918	\$4,280,357	\$5,272,378	\$3,107,731	\$2,625,563	\$2,203,913	\$1,931,893	\$6,252,403	\$ 38,103,260
	2016	\$1,817,981	\$2,555,455	\$5,542,458	\$3,711,821	\$2,447,891	\$5,181,921	\$3,611,179	\$1,817,783	\$3,089,971	\$1,889,279	\$2,028,590	\$2,937,783	\$ 36,632,112
	2017	\$857,767	\$827,724	\$4,859,777	\$2,066,132	\$1,512,789	\$3,676,118	\$1,904,915	\$2,359,988	\$2,846,545	\$1,957,646	\$1,897,110	\$3,479,285	\$ 28,245,796
	2018	\$2,541,433	\$1,075,551	\$3,544,096	\$2,513,241	\$3,834,995	\$5,693,348	\$3,156,593	\$4,729,005	\$3,637,992				\$ 30,726,254

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
LAND DISTURBING PERMITS ISSUED														
LAND DISTURBING PERMITS	2014	8	1	10	4	8	16	3	10	5	9	6	10	90
	2015	6	5	9	10	10	12	15	16	3	5	10	5	106
	2016	12	11	8	14	10	17	7	6	11	3	9	9	117
	2017	3	2	17	7	7	9	6	6	15	8	7	14	101
	2018	10	4	16	13	11	17	13	7	9				100
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2014	135	149	103	180	113	168	173	148	155	167	112	162	1,765
	2015	105	137	146	214	113	232	193	181	208	206	149	149	2,033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	2,099
	2017	159	144	171	141	177	152	202	182	153	183	181	169	2,014
	2018	163	148	173	186	215	176	164	220	144				1,589
FEES COLLECTED														
Building Permits	2014	\$9,160	\$2,655	\$10,041	\$11,601	\$11,808	\$18,950	\$6,913	\$12,848	\$8,080	\$11,602	\$9,740	\$11,568	\$ 124,966
	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,195
	2017	\$4,060	\$3,660	\$22,692	\$9,249	\$6,703	\$11,948	\$9,494	\$7,790	\$13,169	\$6,895	\$9,022	\$12,886	\$ 117,568
	2018	\$8,988	\$4,311	\$9,939	\$14,765	\$13,796	\$23,633	\$14,993	\$8,748	\$10,826				\$ 109,999
Land Disturbing Permits	2014	\$2,125	\$1,225	\$2,400	\$2,300	\$1,310	\$8,500	\$2,739	\$2,850	\$625	\$2,839	\$2,450	\$2,850	\$ 32,213
	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,415
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$2,100	\$2,050	\$1,000	\$1,625	\$ 30,881
	2018	\$1,450	\$5,975	\$1,890	\$1,625	\$1,625	\$2,850	\$1,625	\$1,175	\$1,125				\$ 19,340
Zoning Permits/ Proffers	2014	\$1,000	\$250	\$1,800	\$1,100	\$14,200	\$2,400	\$1,050	\$19,900	\$1,400	\$1,350	\$950	\$1,700	\$ 47,100
	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$900	\$850	\$ 18,500
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,000
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$1,600	\$1,050	\$1,250	\$1,550	\$ 15,995
	2018	\$1,400	\$800	\$1,750	\$1,600	\$1,400	\$2,200	\$2,050	\$1,400	\$1,050				\$ 13,650
TOTAL FEES	2014	\$12,285	\$4,130	\$14,241	\$15,001	\$27,318	\$29,850	\$10,702	\$35,598	\$10,105	\$15,791	\$13,140	\$16,118	\$ 204,279
	2015	\$9,706	\$10,226	\$16,786	\$22,062	\$16,758	\$20,328	\$19,106	\$24,633	\$13,146	\$12,427	\$21,731	\$12,723	\$ 199,632
	2016	\$16,200	\$15,779	\$15,076	\$19,289	\$12,347	\$23,488	\$18,117	\$9,562	\$41,259	\$15,598	\$10,711	\$13,263	\$ 210,689
	2017	\$4,935	\$5,460	\$32,092	\$11,722	\$10,569	\$16,173	\$12,472	\$16,824	\$16,869	\$9,995	\$11,272	\$16,061	\$ 164,444
	2018	\$11,838	\$11,086	\$13,579	\$17,990	\$16,821	\$28,683	\$18,668	\$11,323	\$13,001	\$0	\$0	\$0	\$ 142,989