



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

April 3, 2019

4:00 pm, Circuit Courtroom

TAB	AGENDA ITEMS
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1 - CALL TO ORDER

2 - PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

3 - ADOPTION OF AGENDA

SPECIAL PRESENTATIONS

2019 Victim Perseverance Award – Jeff Haislip, Commonwealth’s Attorney, and Sheri Stader, Victim/Witness Advocate

4 – COUNTY ADMINISTRATOR’S REPORT
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5 – PUBLIC COMMENTS #1 (5 minutes each)
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6 – PUBLIC HEARING

None

7 – ACTION MATTERS

- | | |
|---|--|
| A | Child Abuse Awareness Prevention Month Proclamation and Social Services Update—Rocky Reed, CPS Supervisor |
| B | Assistant Director of Public Works (Utilities)—Jessica Rice, Human Resources Manager |
| C | Public Hearing Advertisement of the Lease Agreement with Shenandoah Personal Communications, LLC—Eric Dahl, Deputy County Administrator/Finance Director |
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7A – APPOINTMENTS

None.

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

None.

9 – CONSENT AGENDA

- | | |
|---|--|
| D | Proclaiming April 7-13, 2019 National Crime Victims’ Rights Week—Sherri Stader, Victim/Witness Advocate |
| E | CRMF Request- Admin / Courts Building sidewalk repairs and modifications—Dale Critzer, Assistant Public Works Director |
| F | ZXR CVEC Right Of Way Agreements—Cyndi Toler, Purchasing Officer |
| G | ZXR 3 rd Party Welding and Coating Inspections—Cyndi Toler, Purchasing Officer |
| H | CRMF Request - FCPS - FCHS PH Filter Tank Replacement—Dale Critzer, Assistant Director of Public Works |
| I | CRMF Request - FCPS - FMS Annex Gym Wall—Dale Critzer, Assistant Director of Public Works |
| J | CRMF Request - FCPS - FMS Office Area Roof—Dale Critzer, Assistant Director of Public Works |
-

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- K CRMF Request - FCPS - FMS Window and Glass—Dale Critzer, Assistant Director of Public Works
- L CRMF Request - PW19-011 - Dog Park—Dale Critzer, Assistant Director of Public Works
- M Telephone System Project Staff Bonus—Jessica Rice, Human Resources Manager
- N Temporary Staff Compensation for Additional Duties – Roberts—Jessica Rice, Human Resources Manager
- O FY19 FCPS Transportation Fleet CIP Transfer—Eric Pollitt, Management Analyst
- P FY19 BOS Contingency Budget Transfer- TJPDC Regional Housing Summit Sponsorship—Eric Pollitt, Management Analyst

10 – UNFINISHED BUSINESS

- Q Rural Cluster Subdivision Discussion—Steven M. Nichols, County Administrator

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven
M. Nichols
Date: 2019.03.28 15:34:52
-04'00'

County Administrator Review

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

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.

GENERAL RULES OF 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.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
 Palmyra, VA 22963
 (434) 591-1910
 Fax (434) 591-1911
www.fluvannacounty.org

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**

TAB A

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Child Abuse Prevention Month Proclamation				
MOTION(s):	I move the Fluvanna County Board of Supervisors proclaiming the month of April 2019 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Rocky Reed, DSS CPS Supervisor				
PRESENTER(S):	Rocky Reed, DSS CPS Supervisor				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Short presentation about local CPS numbers and what DSS staff is experiencing.				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Proclamation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 03-2019

Child Abuse Prevention Month

WHEREAS, in Federal fiscal year 2017, 4.1 million reports were made to child protective services; and

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of the [State or jurisdiction]; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare, education, health, community- and faith-based organizations, and businesses and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

WHEREAS, Prevention remains the best defense for our children and families;

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby proclaim April 2019 as **NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH** in Fluvanna County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Passed and adopted this 3rd day of April, 2019.

John M. Sheridan
Chair, Board of Supervisors

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

TAB B

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Assistant Director of Public Works- Utilities				
MOTION(s):	I move to approve the new position description, #7510 Assistant Director of Public Works- Utilities, Pay Band 19, as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Current				
DISCUSSION:	<ul style="list-style-type: none"> • Currently, the Director of Public works bears responsibility for all Public Works and Utilities operations. • The specialized nature of water and wastewater services, and the expansion of the County’s water supply and service area warrant the creation of a Public Utilities Division, separate from the rest of Public Works which encompasses, grounds and facilities maintenance, fleet, convenience center, projects, etc. • The County currently has an Assistant Public Works Director who supervises the public works functions stated above. • The creation of a separate Utilities division requires an additional credentialed staff person to oversee planning, design, budgeting, personnel management, regulatory compliance, project management, and customer and community engagement for the County water and sewer systems. • The Assistant Public Works Director- Utilities will oversee all utilities functions, including land acquisitions and/or engineering- related work, under general supervision of the Public Works Director. This is an FLSA exempt position. • Recruiting will begin as soon as practicable to prepare for a July 1, 2019 hire date. • Salary Range for this position is \$50,519-\$75,779. Salary offer will be based upon education, special skills, experience, and certification status. • Half-year funding is included in the County Administrator’s FY20 Budget Proposal. • \$43K in additional funding to support the FY20 full-year salary from a FY18 approved and funded Utilities Operator Trainee position that has not been filled. 				

	<ul style="list-style-type: none"> If approved, we would begin recruitment action immediately with a planned start date of July 1, 2019. 				
FISCAL IMPACT:	No funding required for FY19. Anticipated hire date is July 1, 2019.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Position Description				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	COAD



Fluvanna County, Virginia
Department of Public Works
Job Description

ASSISTANT PUBLIC WORKS DIRECTOR - UTILITIES

Job Class #:	7510
Pay Grade:	19
Category:	Full-Time (with benefits)
FLSA Status:	Exempt
Reports To:	Public Works Director

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; Irrigation; Roads; Solid Waste and Recycling; and Project Management.

Under general supervision of the Public Works Director, the Assistant Director for Utilities supports the Director in oversight of all County utility operations by assisting with personnel issues, budgeting, long range planning, development of strategic initiatives, and representation on various boards and committees. The Assistant Director provides day-to-day direction, management, and oversight of all Fork Union Sanitary District, Zion Crossroads water and sewer system, and other County water and sewer systems and services.

ESSENTIAL FUNCTIONS

- Oversees all County public utilities, including water production, treatment, transmission, and distribution, and wastewater collection and treatment, including related fiscal and billing activities.
- Plans, organizes, and supervises the County's public utilities operations, and staff.
- Coordinates and supervises the field operations within the Public Utilities Department
- Assists with procurement and contract administration for Public Utilities projects; Selects, negotiates and administers consultant contracts as required; coordinates with staff, architects and engineers in design and construction of utilities projects; oversees project administration and management.
- Supervises the maintenance and testing of existing meters and the installation of new meters.
- Supervises the maintenance, replacement and extensions of water mains, services and appurtenances, and water treatment facilities.
- Represents the county in interfacing with other governmental jurisdictions, contractors, regulators, consultants, and the general public in all matters related to municipal public utilities.
- Assists in developing programs and plans for additional, supplemental and alternate water supplies, treatment facilities and distribution systems to meet emergency and growth requirements; oversees programs and plans to meet the needs of the water pollution control system.
- 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.
- Assists Emergency Management Coordinator in development of Emergency Response Plans involving critical utilities and infrastructure needs; serves as an Emergency Support Function (ESF).
- May assist in negotiating easement and land acquisitions to meet public utility needs.
- Participates in hiring of utility operations staff; trains, supervises and evaluates employees.
- Receives citizen inquiries or complaints and dispatches available information recommending action.

- Assists with preparation of division operating budgets and capital improvement budget, and monitors expenditures; reviews and pays invoices.
- Prepares various reports on projects and operations as requested.
- Prepares meeting agenda and supports the Fork Union Sanitary District Advisory Board.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Water production and wastewater treatment, delivery and collections systems, services and regulations.
- Hazards and safety principles and practices inherent to water and sewer utility operations.
- Principles and practices of a contemporary water and sewer utility; Knowledge of recent developments, current literature, and sources of information regarding water treatment, distribution and wastewater.
- Municipal public utilities administration, planning, and design.
- Budget development and management principles.
- Relevant federal and state laws, County ordinances, and department policies and procedures.
- Principles and practices of a local government procurement procedures.
- Public right-of-way, easements, water rights, contracting, negotiations, and legal documents.

Skills in:

- Supervision, management, and interpersonal relations.
- Problem solving, prioritizing, and planning.
- 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:

- Recognize and resolve water treatment and distribution, and wastewater problems.
- Create and lead implementation of capital improvement plans or programs.
- Assist in creating and leading implementation of major construction projects.
- Analyze and solve problems to deal with a variety of variables in situations where no standardization exists or only limited standardization exists.
- Assist in formulating comprehensive operational policies and procedures.
- Meet with citizens to address concerns and complaints.
- Work independently and take initiative.
- Thrive in fast-paced, high-stress environments.
- Assess relative cost and benefits of potential actions.
- Maintain effective working relationships with other Departments, public officials, employees, and the public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Minimum Qualifications:**

- Graduation from an accredited college or university with major course work in civil or sanitary engineering, public administration, or related field.
- 5-10 years of experience in the public utilities field, including supervisory experience.
- Certification by the Commonwealth of Virginia as a Waterworks Operator and Wastewater Operator, or ability to obtain such certifications within one year of beginning employment.

Preferred Qualifications:

- Current licensure as a professional engineer in the Commonwealth of Virginia, or proven ability to obtain by reciprocity within 90 days of employment date.

- Prior local government experience.

**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

- Typical schedule is Monday-Friday, 8:00 am - 5:00 pm; may be required to work long hours on occasion.
- Required to carry a cell phone and subject to recall at any time during an emergency.
- 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 operations, 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.
- This is an emergency essential position that requires performance of emergency duties and actions to prepare, repair, and recover the county before, during, and after any adverse storm events (hurricane, tornado, ice storm, etc.) or other conditions (natural or manmade).

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:
	March 27, 2019	March 27, 2019	Pending

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

TAB C

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Public Hearing Advertisement of the Lease Agreement with Shenandoah Personal Communications, LLC				
MOTION(s):	I move the Board of Supervisors ratify advertisement of a Public Hearing to be held on April 17, 2019, for the Telecommunications Site Deed of Lease Agreement of County property, on the “Bremo Bluff” Water Storage Tank, to Shenandoah Personal Communications, LLC for the purposes to install, maintain and operate the telecommunications equipment, antennas and appurtenances laid out in the agreement.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	C4	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	Approval.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> • The agreement allows for the Tenant to install, maintain and operate the telecommunications equipment, antennas and appurtenances on the Bremo Bluff Water Storage Tank and the specified premises. • The annual lease amount is \$18,000.00 • The initial term of the agreement shall be for 5 years • A public hearing is required under 15.2-1800, as a lease is considered a disposal of public property requiring a public hearing. • The notice of the public hearing must be advertised at least once in a newspaper of general circulation in the locality at least 7 days prior to the hearing. (See Va. Code 15.2-1800 and 15.2-1813). • Public Hearing advertisements will be in the Fluvanna Review on April 4, 2019 and April 11, 2019. • The public hearing will be held April 17, 2019. 				
FISCAL IMPACT:	\$18,000.00 in new revenue annually for the Fork Union Sanitary District, since the carrier is installing the equipment on the Bremo Bluff Water Storage Tank.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Fluvanna County Notice of Public Hearing				

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
XX					

**FLUVANNA COUNTY
NOTICE OF PUBLIC HEARING**

On Wednesday, April 17, 2019, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed Telecommunications Site Deed of Lease Agreement with Shenandoah Personal Communications, LLC (“Tenant”) of County real property, including the “Bremo Bluff” Water Storage Tank (“Tower”) with current addressing of 2984 James Madison Highway, Fork Union, VA 23055. The proposed Telecommunications Site Deed of Lease Agreement allows the Tenant to install, maintain and operate the telecommunications equipment, antennas and appurtenances on the specified Premises. Said proposed Agreement will be available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk to the Board of Supervisors
of Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN APRIL 4, 2019 and
APRIL 11, 2019.**

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

TAB D

MEETING DATE:	Apr 3, 2019				
AGENDA TITLE:	Proclaiming April 7-13, 2019 National Crime Victims' Rights Week				
MOTION(s):	I move to approve the Proclamation 03-2019-04-03 "Proclaiming April 7-13, 2019 National Crime Victims' Rights Week."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Sherri Stader				
PRESENTER(S):	Sherri Stader				
RECOMMENDATION:	N/A				
TIMING:					
DISCUSSION:	National Crime Victims' Rights Week (NCVRW), April 7–13, 2019, helps to raise awareness about crime victims' issues and rights and introduce the community to the important resources and services available. According to the most recent Bureau of Justice Statistics' National Crime Victimization Survey, U.S. residents age 12 or older experienced 3.1 million violent victimizations and U.S. households experienced an estimated 13.3 million property crimes in 2017. <i>(source: Office for Victims of Crimes)</i>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Proclamation "Proclaiming April 7-13, 2019 National Crime Victims' Rights Week.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 02-2019

National Crime Victims' Rights Week

Whereas, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

Whereas, this commemorative week celebrates the energy, perseverance and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

Whereas, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

Whereas, incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

Whereas, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger, and hope without fear of judgment, and will feel understood, heard, and respected;

Whereas, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities;

Whereas, engaging a broader array of healthcare providers, community leaders, faith organizations, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

Whereas, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

Whereas, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime –especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

Whereas, Fluvanna County is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

Now, therefore, the Fluvanna County Board of Supervisors, does hereby proclaim the week of April 7-13, 2019, as Crime Victims' Rights Week And reaffirms Fluvanna County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Attest

John M. Sheridan
Chair, Board of Supervisors



Capital Reserve Maintenance Fund Request

TAB E

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$6,488.00 for the purpose(s) of:
Courts Building and Administration Building sidewalk repairs

Section 1 - REQUEST

Requesting Department/Agency Public Works PW19-010	Dept/Agency Contact Dale Critzer	Date of Request 03/20/2019
Phone (434) 981-1925	Fax (434) 591-1924	Fiscal Year FY19

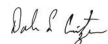
Reserve Fund Purpose Category: **Repair required due to weather-related events**

Description of Project/Repair	Qty	Unit Price	Total Price
Sidewalk brick work restoration	1	\$6,488.00	\$6,488.00
			\$0.00
			\$0.00
			\$0.00


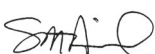
Total Request: **\$6,488.00**

Description and justification for proposed use.

Main sidewalk leading to Courts Building and Administration Building needed major brick repairs due to weather conditions causing bricks to raise and lower ,resulting in numerous trip hazards along the walkway . A few minor incidents were reported but no injury's as of yet . Also a modification to brick walk layout were made to the handicap ramp access to be more accessible and easier to maneuver for wheel chairs .

Department/Agency Head Name Dale Critzer / Assistant Director	Signature  Digitally signed by Dale Critzer Date: 2019.03.20 15:54:28 -04'00'	Date 03/20/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2019.03.22 11:07:25 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2019.03.22 11:01:58 -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 AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Zion Crossroad CVEC Right Of Way Agreements				
MOTION(s):	<p>I move the Board of Supervisors approve the Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Distribution Line Easements/Rights-of-Way Agreement with CVEC, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p>I move the Board of Supervisors approve the Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Transmission Line Easements/Rights-of-Way Agreement with CVEC, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		C9
	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:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The agreements spell out the general terms allowing the county easements/ Rights Of Way access to both the distribution and transmission lines owned by CVEC. • Some highlights: <ul style="list-style-type: none"> - CVEC has reviewed and approved plans based on the February 2019 final plans. If subsequent changes are required, the County will reimburse CVEC for reasonable expenses incurred by CVEC while investigating Plan changes. - CVEC will provide a field representative, at CVEC’s discretion and availability, during construction generally parallel and within the CVEC easements/ rights-of-way or adjacent to CVEC structures, poles or anchors. The County will reimburse CVEC for their field representative’s expenses at the hourly rate of \$110.00 up to a not to exceed total under each Agreement of \$10,000.00. - Upon completion of the project, the County will have the sole responsibility to restore the land and settle all damage claims with the present landowners. The County is responsible for clearing and maintaining its own right-of-way. 				
FISCAL IMPACT:	NA				

POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	<ul style="list-style-type: none"> • Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Distribution Line Easements/Rights-of-Way • Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Transmission Line Easements/Rights-of-Way 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x		x		



**Pipeline
Occupancy of CVEC Distribution Line
Easements/Rights-of-Way**

3/4/19

Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Distribution Line Easements/Rights-of-Way

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between CENTRAL VIRGINIA ELECTRIC COOPERATIVE (“CVEC”) and FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia (the “**Fluvanna County**”).

Definitions: The words below are defined as follows for purposes of this Agreement:

1. “**Project**” means Fluvanna County’s Water and Sewer Line Project in and around the Zion Crossroads area of Fluvanna County, Virginia pursuant to the Plans.
2. “**Plans**” means Fluvanna County’s Project related engineering plans, surveys, Contract Documents and other related materials provided to CVEC as of February 2019.
3. “**Engineer**” means Fluvanna County’s engineers working on the project. Fluvanna County has engaged Dewberry Engineers Inc. to design and manage the construction of the Project and for other work related to the Project; and has engaged Bowman Consulting Group, Ltd. for surveying and other work related to the Project.
4. “**Contractors**” means Fluvanna County’s contractors on the Project, including without limitation the contractors under the Contract Documents and its Engineer.
5. “**Contract Documents**” means Fluvanna County’s contracts with contractors, Engineers and entities for work on the Project and includes without limitation the following contracts: (i) Zion Crossroad Water and Sewer Line Agreement Under IFB 2018-03 with A.G. Dillard, Inc.; (ii) Zion Crossroad Elevated Water Storage Tank Agreement Under IFB 2018-04 with CB&I LLC, also sometimes referred to as McDermott and CB&I Storage Tank Solutions; and (iii) Zion Crossroads Water Booster Station and Wastewater Pump Station Under IFB 2018-05 with Sargent Corporation.
6. “**County**” as used herein means Fluvanna County, its employees, directors, its Engineer and its Contractors.

WITNESSETH:

WHEREAS, CVEC is the holder of easements and rights-of-way for electrical distribution lines and related electrical facilities;

WHEREAS, Fluvanna County is working with its Engineers and Contractors to install certain water and sewer pipelines, facilities, appurtenances and other items as more particularly set forth in its Plans for the Project that cross or lie within CVEC’s easements and rights-of-way; and

WHEREAS, CVEC is willing to grant the County a perpetual license for the installation of such pipelines on the terms and conditions in this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and conditions contained in this Agreement, the parties hereto hereby agree as follows:

General Requirements

1. CVEC has reviewed the Plans presented as of February 2019 for occupancy of the distribution line easements/rights-of-way. Pipelines crossing or generally paralleling and occupying the distribution line easement/right-of-way must meet the conditions outlined in the General Requirements and Construction Requirements.
2. The County will reimburse CVEC for reasonable expenses incurred by CVEC while investigating Plan changes subsequent to the February 2019 Plans.
3. The County is responsible for providing CVEC maps of sufficient detail so CVEC can locate the pipeline on its plan and profile drawings and/or in its electronic mapping system. Maps, at a minimum, should meet DOT National Pipeline Mapping System (NPMS) standards, i.e. USGS topographic maps, 7.5 minute/1:24000 scale (1" = 2000') as the base map. At crossing points, maps at a scale of 1"=200' shall be provided along with the GPS coordinates, if available. Where the pipeline enters and exits the right-of-way, the GPS coordinates shall be provided, if available. Where the pipeline occupies the distribution line easement/right-of-way, GPS coordinates, if available, shall be provided every 1000 feet. Projected and project completion alignment sheets are also requested.
4. Magnetically induced voltage and ground potential rise resulting from load (balanced and unbalanced) and fault currents flowing in and about adjacent CVEC facilities shall be considered when designing the pipeline. Specific consideration should be given to the fact that typical metallic pipelines, being excellent electrical conductors, can transfer locally produced voltage to remote insulated joints and above ground pipeline facilities, thus presenting potential safety and/or explosion hazards. The County is responsible for conducting the necessary studies and providing the results to CVEC. Documentation must include any conflicts and proposed mitigation requirements and techniques.
5. Any cathodic protection or other monitoring system used on the pipeline must be submitted to CVEC. The County must provide engineering studies and documentation to CVEC showing that such systems, proposed mitigation requirements and techniques will have no harmful effects on CVEC structures and facilities.
6. The County is responsible for verifying the width of the existing easement/right-of-way and is responsible for acquiring its own easements/rights-of-way. CVEC does not usually acquire exclusive easements and therefore, generally, cannot grant or sell to any other company rights to locate within CVEC's easement.
7. If the pipeline is going to generally parallel and occupy the same easement/right-of-way of the distribution line, it should be located on the outer 2 feet or less of the distribution line easement/right-of-way, and within the 10 foot utility easement obtained by the County for the installation of a water and wastewater main (Note that long parallels within the distribution line easements/rights-of-way typically present a considerable engineering mitigation challenge).
8. The pipeline, whether crossing or generally paralleling the distribution line, should not be located within 18 feet of any of CVEC's distribution line poles, direct imbedded structure, anchor or grounding structure (such as buried counterpoise) without prior written approval of CVEC's field representative. Crossing the distribution line easement/right-of-way should be as near to 90-degrees as practical.
9. CVEC's distribution lines may have extensive grounding installations, which include counterpoise and ground wells. The counterpoise installations are below the ground surface and extend, in many cases, to the edge of the easement/right-of-way. These installations must be considered and avoided when locating the pipeline.

10. The pipeline within the distribution line easement/right-of-way shall be installed with a minimum depth of cover of four (4) feet, except at road crossings and poor soil condition areas, where minimum depth shall be five (5) feet. A lesser depth in accordance with the Pipeline Safety Regulations contained in Part 192 of the Code of Federal Regulations (Transportation of Natural and Other Gas by Pipeline) or Part 195 of the Code of Federal Regulations (Transportation of Hazardous Liquids by Pipeline) may be considered. The CVEC field representative must approve, in writing, all exceptions for less than four (4) feet of cover.
11. Installation of any devices that could result in the release of combustible product in the vicinity of the transmission conductors or structures is prohibited.
12. No buildings, structures, or other obstructions will be permitted above ground within the distribution line easement/right-of-way, except pipeline markers
13. The County shall independently review all data and design specifications provided by CVEC.

Construction Requirements

1. CVEC **shall** be notified of the construction start date prior to commencing construction. Once advised that construction is to start, CVEC will provide to the County, in writing, the name and contact numbers of the designated CVEC field representative. In addition, the County or construction contractor shall keep the CVEC's field representative advised of any delays, changes of construction plans and the anticipated date of the end of construction.
2. CVEC will provide a field representative, at CVEC's discretion and availability, during pipeline construction generally parallel and within the CVEC distribution easements/rights-of-way or adjacent to CVEC structures, poles or anchors. The County will reimburse CVEC for their field representative's expenses at the hourly rate of \$110.00 up to a not to exceed total under this Agreement of \$10,000.00 and subject to annual appropriations by Fluvanna County.
3. Other utilities may be present in the easement/right-of way area. The County should secure permission from those other utilities prior to usage of the easement/right-of way. Additionally, prior to construction, the County should make an inquiry to the local "Call before you Dig" hot-line, if applicable.
4. The County must take steps to protect its construction personnel from magnetically induced voltage and ground potential rise resulting from load (balanced and unbalanced) and fault currents flowing in and about adjacent CVEC facilities, during pipeline construction.
5. Use of a dragline or crane within the easement/right-of way is prohibited without prior written approval of CVEC's field representative.
6. Any digging or earth removal shall be done with a front-end loader, backhoe or trenching machine unless otherwise approved in writing by CVEC's field representative.
7. All work in and around the distribution line conductors should be considered clearances to energized conductors for safety reasons. The minimum clearances shall be in accordance to the National Electric Safety Code and OSHA. The minimum approach distance of equipment to the distribution conductors (for phase to phase voltages) shall be in accordance to OSHA, 29 CFR Chapter XVII, 1910.333(c)(3)(i)(A)(1) and /or (2) "Unqualified persons".
8. Any digging, grading, or filling closer than eighteen (18) feet of CVEC's distribution line poles, direct imbedded structure, anchor or grounding structure (such as buried counterpoise) without prior written approval of CVEC's field representative is prohibited.
 1. Any permanent or temporary filling or piling of earth, which reduces the minimum clearance between grade and the distribution conductors, is prohibited unless approved in writing by CVEC's field representative.
 9. Any final slopes created by the County and/or contractor shall be two-to-one ratio or less unless approved in writing by CVEC's field representative.

10. The County/contractor shall submit a blasting plan to CVEC's field representative for written approval prior to commencing any blasting operations.
11. Upon completion of the project, the County will have the sole responsibility to restore the land and settle all damage claims with the present landowners. The County is responsible for clearing and maintaining its own right-of-way.
12. The pipeline should be well marked within the distribution right-of-way and within 18 feet of the distribution line poles, structures and anchors. The markers should have light reflective capability for night visibility. The location of all test stations and ground systems shall be clearly marked.
13. CVEC and CVEC's personnel are not responsible for damage to underground pipelines caused by the operation of CVEC or Contractor vehicles within the distribution right of way.

Permits

1. The County shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Agreement, including installation and operation, and shall comply with the requirements and conditions of any permits.

Environmental Requirements

1. The County agrees that its equipment, facilities, and supplies located on or about the easements and right-of-way and activities within such areas will, at all times during the County's occupancy and use thereof, be kept and maintained in compliance with requirements of all governmental authorities including environmental laws regulating petroleum products, asbestos, or other toxic, radioactive, or hazardous wastes or materials or the clean-up or removal of damage caused by any of the foregoing.

Acknowledgement of Danger

1. The County warrants that it understands the imminent dangers (**INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION**) inherent in the work necessary to make installations in the vicinity of electric facilities by the County's employees, servants, agents, contractors, or subcontractors, and accepts as its duty and sole responsibility to notify and inform County's employees, servants, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Assumption of Risk

1. The County agrees that its use of CVEC's easements and right-of-way is at the County's sole risk. The County assumes all risks related to the construction, operation, and maintenance of its facilities, except as to those that may be caused by the gross negligence or willful misconduct of CVEC.

Insurance

1. The County, its Engineer and its Contractors will each carry the following insurance: (i) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (ii) Workers' Compensation and Employer's Liability Insurance as required by law, and (iii) automobile liability with Two Million Dollars (\$2,000,000) combined single limit.
2. The County shall immediately notify CVEC in writing of any changes or terminations of any of the coverages required in this Agreement. If requested to do so by CVEC, the County shall provide CVEC with an Acord certificate of insurance which shall include in the description of operations section a statement confirming the status of the additional insureds and have attached thereto the appropriate endorsement, coverage form, or binder.

Notices

1. Whatever any notices are required or permitted to be given pursuant to this Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail or delivery, addressed as follows:

If to CVEC:

President and CEO
Central Virginia Electric Cooperative
Post Office Box 247
Lovington, Virginia 22949

If to the County:

Fluvanna County
Attn: Eric Dahl
132 Main St.
Palmyra, VA 22963
(434) 591-1932
edhal@fluvannacounty.org

with a copy to:

Fluvanna County Attorney
Attn: Kristina M. Hofmann, Assistant County Attorney
414 East Jefferson St.
Charlottesville, VA 22902
(434) 977-4507
khofmann@fluvannacounty.org

and

Dewberry Engineers Inc.
Attn: Dan Villhauer
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
(804) 205-3342
dvillhauer@dewberry.com

Either party may change the above information during the term of this Agreement by written notice to the other party. For purposes of routine communication, each party shall provide to the other appropriate contact information.

Successors

1. This Agreement shall be binding upon and inure to the benefit of the parties and successors and assigns subject to any provisions of this Agreement to the contrary.

Entire Agreement

1. This Agreement contains the entire agreement between the parties relating to its subject matter and cannot be changed or terminated except by a written instrument of equal dignity subsequently executed by the parties hereto. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

Injunctive Relief

1. CVEC shall be entitled to injunctive relief in the event of any failure of the County to adhere to the covenants and conditions of this Agreement. To the extent permitted by law, the County shall be responsible for CVEC's reasonable attorneys' fees, consultants' fees, and experts' fees incurred in seeking such relief.

Waiver of Contractual Right

1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Governing Law

1. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Any legal actions pertaining to or arising out of this Agreement shall be filed and maintained in the Nelson County or Fluvanna County General District or Circuit Court. The parties hereby agree not to file or remove this case to any federal court.

Approved Inconsistencies

1. Notwithstanding those requirements set forth herein, and particularly, but without limitation, in Section 1 (General Requirements) and Section 2 (Construction Requirements) (collectively the "Requirements"), CVEC has reviewed the Plans for the Project presented as of February 2019 and has approved the same. To the extent the Plans for the Project presented as of February 2019 are inconsistent with any Requirements or by their terms include any work, services or facilities that would reasonably or by common practice necessitate any work inconsistent with the Requirements, such inconsistencies are deemed approved by and acceptable to CVEC. The County must provide any amendments, modifications and changes to the Plans presented as of February 2019 (collectively "Plan Amendments") to CVEC as soon as practicable and such Plan Amendments shall be subject to the approval of CVEC if such Plan Amendments include new or additional Project related work in any existing CVEC easement or right-of-way.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first-above written.

Central Virginia Electric Cooperative

By _____

Its _____

COMMONWEALTH of VIRGINIA
COUNTY of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, _____ President and CEO _____

Of the Central Virginia Electric Cooperative.

My commission expires:
Commission No.:

Notary Public

County of Fluvanna:

By: _____
Steven M. Nichols, County Administrator

COMMONWEALTH of VIRGINIA
COUNTY of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Steven M. Nichols, County Administrator, on behalf of Fluvanna County, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires:
Commission No.:

Notary Public

Approved as to form:

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



**Pipeline
Occupancy of CVEC Transmission Line
Easements/Rights-of-Way**

Agreement Regarding Metallic Natural Gas, Hazardous Liquids, Water/Wastewater Pipeline Occupancy of CVEC Transmission Line Easements/Rights-of-Way

THIS AGREEMENT, is made and entered into this _____ day of _____, 2019 by and between CENTRAL VIRGINIA ELECTRIC COOPERATIVE (“CVEC”) and FLUVANNA COUNTY, a political subdivision of the Commonwealth of Virginia (the “**Fluvanna County**”).

Definitions: The words below are defined as follows for purposes of this Agreement:

1. “**Project**” means Fluvanna County’s Water and Sewer Line Project in and around the Zion Crossroads area of Fluvanna County, Virginia pursuant to the Plans.
2. “**Plans**” means Fluvanna County’s Project related engineering plans, surveys, Contract Documents and other related materials provided to CVEC as of February 2019.
3. “**Engineer**” means Fluvanna County’s engineers working on the project. Fluvanna County has engaged Dewberry Engineers Inc. to design and manage the construction of the Project and for other work related to the Project; and has engaged Bowman Consulting Group, Ltd. for surveying and other work related to the Project.
4. “**Contractors**” means Fluvanna County’s contractors on the Project, including without limitation the contractors under the Contract Documents and its Engineer.
5. “**Contract Documents**” means Fluvanna County’s contracts with contractors, Engineers and entities for work on the Project and includes without limitation the following contracts: (i) Zion Crossroad Water and Sewer Line Agreement Under IFB 2018-03 with A.G. Dillard, Inc.; (ii) Zion Crossroad Elevated Water Storage Tank Agreement Under IFB 2018-04 with CB&I LLC, also sometimes referred to as McDermott and CB&I Storage Tank Solutions; and (iii) Zion Crossroads Water Booster Station and Wastewater Pump Station Under IFB 2018-05 with Sargent Corporation.
6. “**County**” as used herein means Fluvanna County, its employees, directors, its Engineer and its Contractors.

WITNESSETH:

WHEREAS, CVEC is the holder of easements and rights-of-way for electrical transmission lines and related electrical facilities;

WHEREAS, Fluvanna County is working with its Engineers and Contractors to install certain water and sewer pipelines, facilities, appurtenances and other items as more particularly set forth in its Plans for the Project that cross or lie within CVEC’s easements and rights-of-way; and

WHEREAS, CVEC is willing to grant the County a perpetual license for the installation of such pipelines on the terms and conditions in this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and conditions contained in this Agreement, the parties hereto hereby agree as follows:

1. General Requirements. The County will strictly adhere to the following general requirements:

a. CVEC has reviewed the Plans as of February 2019 for occupancy of the transmission line easements/rights-of-way. Pipelines crossing or generally paralleling and occupying the transmission line easement/right-of-way must meet the conditions in the General Requirements and Construction Requirements and any other condition established by CVEC before and during the course of the work.

b. The County will reimburse CVEC for reasonable expenses incurred by CVEC while investigating Plan changes subsequent to the February 2019 Plans. CVEC will provide to the County an estimate to do the investigation.

c. The County is responsible for providing CVEC maps of sufficient detail so that CVEC can locate the pipeline on its plan and profile drawings and/or in its electronic mapping system. Maps, at a minimum, should meet DOT National Pipeline Mapping System (NPMS) standards, i.e. USGS topographic maps, 7.5 minute/1:24000 scale (1" = 2000') as the base map. At crossing points, maps at a scale of 1"=200' shall be provided along with the GPS coordinates, if available. Where the pipeline enters and exits the right-of-way, the GPS coordinates shall be provided, if available. Where the pipeline occupies the transmission line easement/right-of-way, GPS coordinates, if available, shall be provided every 1000 feet. Projected and project completion alignment sheets shall also be provided.

d. Magnetically induced voltage and ground potential rise resulting from load (balanced and unbalanced) and fault currents flowing in and about adjacent CVEC facilities shall be considered when designing the pipeline. Specific consideration should be given to the fact that typical metallic pipelines, being excellent electrical conductors, can transfer locally produced voltage to remote insulated joints and above ground pipeline facilities, thus presenting potential safety and explosion hazards. The County is responsible for conducting the necessary studies and providing the results to CVEC. Documentation must include any conflicts and proposed mitigation requirements and techniques.

e. Any cathodic protection or other monitoring system used on the pipeline must be submitted to CVEC. The County must provide engineering studies and documentation to CVEC showing that such systems, proposed mitigation requirements, and techniques will have no harmful effects on CVEC structures and facilities.

f. The company proposing to occupy the easement/right-of-way is responsible for verifying the width of the existing easement/right-of-way and for acquiring its own easements/rights-of-way. CVEC does not usually acquire exclusive easements and therefore, generally, cannot grant or sell to any other company rights to locate within CVEC's easement.

g. If the pipeline is generally going to parallel and occupy the same easement/right-of-way of the transmission line, it should be located on the outer 10 feet of the transmission line easement/right-of-way, and within the utility easement obtained by the County from the landowner for the installation of its facilities. Long parallels within the transmission line easements/rights-of-way typically present a considerable engineering mitigation challenge.

h. The pipeline, whether crossing or generally paralleling the transmission line, should not be located within thirty (30) feet of any of CVEC's transmission line foundations, direct imbedded structure, anchor, or grounding structure (such as buried counterpoise) without prior written approval of CVEC's field representative. Crossing the transmission line easement/right-of-way should be as near to 90-degrees as practical.

i. CVEC's transmission lines may have extensive grounding installations, which include counterpoise and ground wells. The counterpoise installations are below the ground surface and extend, in many cases, to the edge of the easement/right-of-way. These installations must be considered and avoided when locating the pipeline.

j. The pipeline within the transmission line easement/right-of-way shall be installed with a minimum depth of cover of four (4) feet, except at road crossings and poor soil condition areas, where minimum depth shall be five (5) feet. A lesser depth in accordance with the Pipeline Safety Regulations contained in Part 192 of the Code of Federal Regulations (Transportation of Natural and Other Gas by Pipeline) or Part 195 of the Code of Federal Regulations (Transportation of Hazardous Liquids by Pipeline) may be considered. The CVEC field representative must approve, in writing, all exceptions for less than four (4) feet of cover.

k. Installation of any devices that could result in the release of combustible product in the vicinity of the transmission conductors or structures is prohibited.

l. No buildings, structures, or other obstructions will be permitted above ground within the transmission line easement/right-of-way, except pipeline markers

m. The County shall independently review all data and design specifications provided by CVEC.

2. Construction Requirements. The County will strictly adhere to the following construction requirements:

a. CVEC shall be notified of the construction start date prior to commencing construction. Once advised that construction is to start, CVEC will provide to the County, in writing, the name and contact numbers of the designated CVEC field representative. In addition, the County or construction contractor shall keep the CVEC's field representative advised of any delays, changes of construction plans and the anticipated date of the end of construction.

b. CVEC will provide a field representative, at CVEC's discretion and availability, during pipeline construction generally parallel and within the CVEC transmission easements/rights-

of-way or adjacent to CVEC structures, poles or anchors. The County will reimburse CVEC for their field representative's expenses at the hourly rate of \$110.00 up to a not to exceed total under this Agreement of \$10,000.00 and subject to annual appropriations by Fluvanna County.

c. Other utilities may be present in the easement/right-of way area. The County should secure permission from those other utilities prior to usage of the easement/right-of way. Additionally, prior to construction, the County should make an inquiry to "Miss Utility" or other local hot-line, if applicable.

d. The County must take steps to protect its construction personnel from magnetically induced voltage and ground potential rise resulting from load (balanced and unbalanced) and fault currents flowing in and about adjacent CVEC facilities, during pipeline construction.

e. Use of a dragline or crane within the easement/right-of way is prohibited without prior written approval of CVEC's field representative.

f. Any digging or earth removal shall be done with a front-end loader, backhoe or trenching machine unless otherwise approved in writing by CVEC's field representative.

g. All work in and around the transmission line conductors should be considered clearances to energized conductors for safety reasons. The minimum clearances shall be in accordance with the National Electric Safety Code and OSHA. The minimum approach distance of equipment to the transmission conductors (for phase to phase voltages) shall be in accordance with OSHA, 29 CFR Chapter XVII, 1910.333(c)(3)(i)(A)(1) and /or (2) "Unqualified persons".

h. Any digging, grading, or filling closer than thirty (30) feet of CVEC's transmission line foundations, direct imbedded structure, anchor or grounding structure (such as buried counterpoise) without prior written approval of CVEC's field representative is prohibited.

i. Any permanent or temporary filling or piling of earth, which reduces the minimum clearance between grade and the transmission conductors, is prohibited unless approved in writing by CVEC's field representative.

j. Any final slopes created by the County or its contractor shall be two-to-one ratio or less unless approved in writing by CVEC's field representative.

k. The County or its contractor shall submit a blasting plan to CVEC's field representative for written approval prior to commencing any blasting operations.

l. Upon completion of the project, the County will have the sole responsibility to restore the land and settle all damage claims with the present landowners. The County is responsible for clearing and maintaining its own right-of-way unless otherwise agreed with CVEC.

m. The pipeline should be well marked within the transmission right-of-way and within 50 feet of the transmission line foundations, structures and anchors. The markers should have light reflective capability for night visibility. The location of all test stations and ground systems shall be clearly marked.

n. CVEC and CVEC's personnel, agents, and contractors are not responsible for damage to underground pipelines caused by the operation of CVEC vehicles within the transmission right of way.

3. Permits. The County shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Agreement, including installation and operation, and shall comply with the requirements and conditions of any permits.

4. Environmental Requirements. The County agrees that its equipment, facilities, and supplies located on or about the easements and rights-of-way and activities within such areas will, at all times during the County's occupancy and use thereof, be kept and maintained in compliance with requirements of all governmental authorities including environmental laws regulating petroleum products, asbestos, wastewater, or other toxic, radioactive, or hazardous wastes or materials or the clean-up or removal of damage caused by any of the foregoing.

5. Acknowledgement of Danger. The County warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations in the vicinity of electric facilities by the County's employees, servants, agents, contractors, or subcontractors, and accepts as its duty and sole responsibility to notify and inform County's employees, servants, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

6. Assumption of Risk. The County agrees that its use of CVEC's easements and rights-of-way is at the County's sole risk. The County assumes all risks related to the construction, operation, and maintenance of its facilities, except as to those that may be caused by the gross negligence or willful misconduct of CVEC.

7. Intentionally Omitted.

8. Insurance.

a. The County, its Engineer and its Contractors will each carry the following insurance: (i) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (ii) Workers' Compensation and Employer's Liability Insurance as required by law, and (iii) automobile liability with Two Million Dollars (\$2,000,000) combined single limit.

b.. The County shall immediately notify CVEC in writing of any changes or terminations of any of the coverages required in this Agreement. If requested to do so by CVEC, the County

shall provide CVEC with an Acord certificate of insurance which shall include in the description of operations section a statement confirming the status of the additional insureds and have attached thereto the appropriate endorsement, coverage form, or binder.

9. Notices. Whenever any notices are required or permitted to be given pursuant to this Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail or delivery, addressed as follows:

If to CVEC:

Central Virginia Electric Cooperative
Post Office Box 247
Lovingson, Virginia 22949

If to the County:
Fluvanna County
Attn: Eric Dahl
132 Main St.
Palmyra, VA 22963
(434) 591-1932
edhal@fluvannacounty.org

with a copy to:
Fluvanna County Attorney
Attn: Kristina M. Hofmann, Assistant County Attorney
414 East Jefferson St.
Charlottesville, VA 22902
(434) 977-4507
khofmann@fluvannacounty.org

and

Dewberry Engineers Inc.
Attn: Dan Villhauer
4805 Lake Brook Drive
Suite 200
Glen Allen, VA 23060
(804) 205-3342
dvillhauer@dewberry.com

Either party may change the above information during the term of this Agreement by written notice to the other party. For purposes of routine communication, each party shall provide to the other appropriate contact information.

10. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns subject to any provisions of this Agreement to the contrary.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

12. Injunctive Relief. CVEC shall be entitled to injunctive relief in the event of any failure of the County to adhere to the covenants and conditions of this Agreement. The County shall be responsible for CVEC's reasonable attorneys' fees, consultants' fees, and experts' fees incurred in seeking such relief.

13. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Any legal actions pertaining to or arising out of this Agreement shall be filed and maintained in the Nelson County or Fluvanna County General District or Circuit Court.

15. Approved Inconsistencies. Notwithstanding those requirements set forth herein, and particularly, but without limitation, in Section 1 (General Requirements) and Section 2 (Construction Requirements) (collectively the "Requirements"), CVEC has reviewed the Plans Project presented as of February 2019 for the Project and has approved the same. To the extent the Plans for the Project presented as of February 2019 are inconsistent with any Requirements or by their terms include any work, services or facilities that would reasonably or by common practice necessitate any work inconsistent with the Requirements, such inconsistencies are deemed approved by and acceptable to CVEC. The County must provide any amendments, modifications and changes to the Plans presented as of February 2019 (collectively "Plan Amendments") to CVEC as soon as practicable and such Plan Amendments shall be subject to the approval of CVEC if such Plan Amendments include new or additional Project related work in any existing CVEC easement or right-of-way.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Central Virginia Electric Cooperative

By _____

Its _____

COMMONWEALTH of VIRGINIA
COUNTY of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, _____ of the Central Virginia Electric Cooperative.

My commission expires:
Commission No.:

Notary Public

Fluvanna County

By _____
Steven M. Nichols, County Administrator

COMMONWEALTH of VIRGINIA
COUNTY of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Steven M. Nichols, County Administrator, on behalf of Fluvanna County, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires:
Commission No.:

Notary Public

Approved as to form:

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

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

TA B G

MEETING DATE:	April 3, 2018				
AGENDA TITLE:	WELDING AND COATING INSPECTIONS				
MOTION(s):	I move the Board of Supervisors to approve the Contract between Fluvanna County and Quinn Consulting Services Incorporated to complete the Welding And Coating Inspections Services on the ZXR Elevated Water Storage Tank totaling \$111,222.08, and further authorize the County Administrator to execute the agreements 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"> ❖ As part of the ZXR project there is a need for special 3rd party inspections to be performed in order to guarantee the best outcome. ❖ This Contract is specifically for the Elevated Water Storage Tank Welding and Coating ❖ An IFB was issued in February 2019 and closed in March 2019 ❖ Quinn Consulting was the only submission received ❖ Quinn Consulting has worked closely with Dewberry Engineers in the past and come highly recommended by them. 				
FISCAL IMPACT:	❖ Budgeted within the ZXR project budget				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ CONTRACT FOR STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT COATING INSPECTIONS				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

**COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT
COATING INSPECTIONS**

This Contract for **Structural Steel Welding Inspections and Resident Coating Inspections** (the “**Contract**”), is made this ___ day of _____, 2019 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and Quinn Consulting Services Incorporated, a Virginia Corporation (“**Contractor**”).

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

I. SCOPE OF SERVICES: The Contractor shall provide all labor, service and materials necessary for the Structural Steel Welding Inspections and Resident Coating Inspections and all other services required under the IFB (as defined herein) so as to meet or exceed the requirements of the Invitation for Bid dated February 26, 2019, IFB Number 2019-02, as amended, if applicable (collectively the “**IFB**”) and in a good and workmanlike manner and so as to pass without exception in the trade. The IFB is attached hereto and incorporated by reference herein as **Exhibit 1**. The labor, services, materials, inspections, reports and other requirements of the IFB, including without limitation all that work listed under “2.Scope of Work” in the IFB, are hereinafter collectively referred to as the “**Inspections**”. The Inspections are also described in the Contractor’s Bid dated March 7, 2019 (the “**Bid**”) attached hereto and incorporated herein by reference as **Exhibit 2**. All on-site Inspections related services must be completed between the hours of 7:00 a.m. and 5:30 p.m., except as specifically approved in advance in writing by the County.

II. COMPENSATION:

A. Lump Sum Payment for Tank Structural Inspections

The Contractor shall be paid a flat lump sum total of THIRTEEN THOUSAND SEVEN HUNDRED THIRTEEN AND 24/100 DOLLARS (\$13,713.24) (the “Lump Sum Payment”) for all twelve (12) of the Inspections described in the IFB in Section 2(A) as “Tank Structural Inspection” (the “Tank Structural Inspections”) in conformance with the Bid’s “Pricing” of “Item 1.0”, and Section 47 “Payment” of the General Terms, Conditions and Instructions to Bidders and Contractors, but in no event shall Contractor be paid prior to the Completion Date, as defined in Article IV below. Notwithstanding the foregoing, the Contractor must complete all twelve (12) visits and submit all twelve (12) reports related to the Tank Structural Inspections to receive the Lump Sum Payment.

B. Hourly Fees and Other Fees for Coating Inspections

The Contractor shall be paid based on those hourly fees and other fees for the Inspections described in the IFB in Section 2(B) as “Coating Inspection” (the “Coating Inspections”) in conformance with the Bid’s “Pricing” of Item 2.0” which is clarified herein, and Section 47 “Payment” of the General Terms, Conditions and Instructions to Bidders and Contractors, but in

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT
COATING INSPECTIONS

no event shall Contractor be paid prior to the Completion Date, as defined below in Article IV. Notwithstanding anything to the contrary, the Contractor shall be paid hourly based on the rates set forth below for the Coating Inspections:

1. Regular hours – onsite inspection at \$84.74/hour;
2. Overtime hours – onsite inspection at \$108.24/hour; and
3. QCS Project review – QCS Project Manager at 121.98/hour.

Additionally, a “QCS Truck Fee” of \$35.00 per day; and a “Per Diem” fee of \$130.00 per day worked on the Coating Inspections shall apply to Coating Inspections work only on days actually worked.

The Contractor may and must only bill for actual time worked and actual fees incurred on Coating Inspections. The maximum not to exceed cost per week for Coating Inspections is SIX THOUSAND NINE HUNDRED FIFTY-ONE AND 38/100 DOLLARS (\$6,951.38) which includes at minimum: (i) 40 Regular hours – onsite inspection, (ii) 20 Overtime hours - onsite inspection, (iii) one (1) hour QCS Project Review – QCS Project Manager, (iv) the QCS Truck fee for 7 days, and (v) a Per Diem fee for 7 days. All weekly Coating Inspections work, services, and related items will be completed for this not-to-exceed weekly amount, even if more time is required to complete the work. To clarify, the fees for Coating Inspections per week will be less than or equal to the not-to-exceed total of \$6,951.38 and the exact charges by Contractor must be limited to and based on actual hours worked and actual fees incurred (which the parties anticipate will be lower than such not-to-exceed amount). Notwithstanding the foregoing, on inclement weather days (as determined by the County in its reasonable discretion in consultation with the County’s Engineer) that the Contractor was scheduled to perform Coating Inspection Services, but such cannot reasonably be performed at any time that day owing to such inclement weather, the Contractor may charge up to a not to exceed amount of \$350.96 (for 4 regular hours of onsite inspection) for such inclement weather day that it was unable to work (see Bid’s Pricing, Section 2.0 (D)).

The maximum not-to-exceed total for 16 weeks of Coating Inspections is ONE HUNDRED ELEVEN THOUSAND TWO-HUNDRED TWENTY-TWO AND 08/100 DOLLARS (\$111,222.08); which is the weekly not-to-exceed amount multiplied by 16 weeks. The Contractor shall only perform Coating Inspections for up to a sixteen (16) week period; and any extension beyond such sixteen (16) weeks must be approved by the County in a signed writing in advance. Daily Coating Inspections will only continue for that period of time required by the County and there is no guarantee that sixteen (16) weeks of daily inspections will be necessary.

In addition, at the beginning of the Coating Inspections work, and again at the completion, the “Additional Travel (Mob/DeMob)” not-to-exceed fee of \$231.13 as set forth in

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT
COATING INSPECTIONS

the Bid's Pricing Section 2.0(C) shall apply. To clarify the total fee charged for "Additional Travel (Mob/DeMob)" will not exceed \$462.26 total for both delivery and removal of the Coating Inspections related materials and equipment (two (2) trips); however if the actual mileage driven is less than 105, or hours of travel are less than two (2), then the Contractor shall bill the County for such lower amount based on the rates per mile, per hour, set forth in the Bid's Pricing Section 2(C).

Notwithstanding anything to the contrary, Overtime rates shall only apply when an employee or officer of Contractor is required by the County in a signed writing to work more than 40 hours in any one calendar week (Sunday to Saturday) and the overtime rate shall only apply for those hours worked that are in excess of 40 hours in such calendar week. Overtime rates shall not apply if the Contractor chooses to work more than 40 hours in a calendar week without prior approval. Any time worked in a calendar week in excess of 60 hours, shall not be billed to the County except if specifically approved in advance in a writing signed by the County and such shall be billed at the "Addition Inspection" Rate of \$108.24 set forth in Bid's Pricing Section 2(B). It is understood that all services under this Contract are to be completed during regular business hours.

All hourly work shall be billable to the County in increments of a quarter of an hour (at a quarter the hourly rate), or less if that is the Contractor's standard practice. The minimum charge shall be a quarter of an hour, or less if that is the Contractor's standard practice.

Any materials, parts, or other items for the services shall be invoiced at cost without mark-up of any kind, and must be approved in advance by the County in a signed writing.

Notwithstanding any of the foregoing, the cost of any services shall not exceed any not to exceed amount set out herein.

III. OTHER CONTRACT TERMS: The County of Fluvanna General Terms, Conditions and Instructions to Bidders and Contractors attached to the IFB, being Appendix I thereto, are specifically incorporated herein by reference. Where any of the General Terms, Conditions and Instructions to Bidders and Contractors directly conflicts with any of the specific terms of this Contract, this Contract shall control.

IV. PERIOD OF PERFORMANCE: The twelve (12) intermittent Tank Structural Inspections will occur at appropriate times with the scheduling of each site visit in advance to ensure that adequate inspection of the project is performed and shall be based on the construction schedule for the Zion Crossroads Water & Sewer Line Project. The Contractor agrees to coordinate the Tank Structural Inspections with the County (Mark Dunning, Project Manager, 434-591-1910, mdunning@fluvannacounty.org) and the County's Engineer, Dewberry Engineers, Inc. (Project Manager, Melanie Leckey, 804-205-3333, mleckey@dewberry.com)

COUNTY OF FLUVANNA, VIRGINIA
CONTRACT FOR STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT
COATING INSPECTIONS

(the "Engineer"). The County may change its Project Manager or its Engineer with notice to Contractor from time to time in its sole discretion.

The Coating Inspections will begin at appropriate times as directed by the County and its Engineer with the scheduling of each inspection in advance to ensure that adequate inspection of the project is performed and shall be based on the construction schedule for the Zion Crossroads Water & Sewer Line Project. The daily Coating Inspections will continue until such time as the County notifies the Contractor that no further inspections are needed. The Contractor agrees to coordinate with the County and the Engineer. Nothing herein guarantees a minimum number of day(s) or week(s) of Coating Inspections services will be required. The Contractor will only be paid for actual Coating Inspections needed based on those rates and not-to-exceed amounts set forth in Article II above.

The date that all services and work related to or necessary for completion of the Inspections Services are completed in full compliance with this Contract, to the sole satisfaction of the County is the "**Completion Date**".

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

Witness the following duly authorized signatures and seals:

Quinn Consulting Services Incorporated,
a Virginia Corporation

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY:  _____

BY: _____

Print Name: Roger Triana

Print Name: _____

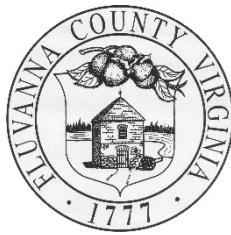
Title: V.P. of Coatings

Title: _____

Date: 3-22-2019

Date: _____

Approved as to Form:



COUNTY OF FLUVANNA, VIRGINIA
Invitation for Bid (IFB) #2019-02
STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT COATING INSPECTIONS

Issue Date: Feb 26, 2019
Due Date: March 8, 2019 at 2 p.m. EST

Procurement & Technical 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 bids shall be turned in no later 2:00 p.m. EST, Monday, March 8, 2019. All bids that are delivered via mail or are hand delivered must be addressed to the "Procurement Contact" listed above. Any Bids that are turned in late will be rejected and returned unopened. Any Bids sent in via facsimile, telephone, or email shall not be considered.

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

1. GENERAL INFORMATION

- A. By this Invitation for Bids ("IFB"), the Fluvanna County Board of Supervisors (hereinafter the "County") is seeking competitive sealed bids from qualified licensed contractors (herein referred to interchangeably as "Contractor" or "Bidder") to furnish structural steel welding inspections and resident coating inspections for the construction phase of the 0.5 million-gallon welded steel pedosphere tank contained in the Zion Crossroads Elevated Water Storage Tank project in the County of Fluvanna (the "Tank Project"). 3rd Party services shall include special steel and coating inspections to ensure that the work being performed conforms to Project Contract Documents and AWWA D100 requirements.
- B. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than February 28, 2019 by 2:00pm to the following email address: ctoler@fluvannacounty.org. All inquiries will be answered via an addendum, posted to eVA and the County website.
- C. Construction and staging services on the Tank Project are anticipated to begin as early as March 8, 2019.

2. SCOPE OF WORK:

A. Tank Structural Inspection

- i. Twelve (12) intermittent site visits. Each site visit shall include at least six (6) hours of inspection, in addition to travel time. Contractor shall determine the appropriate timing and scheduling of each site visit as construction advances to ensure adequate inspection of the project is being performed.

- ii. A written inspection report and confirmation of findings from each inspection must be delivered to the County within seven (7) days of each such inspection.
- iii. Contractor shall notify County and Engineer immediately upon finding any discrepancies or inadequacies during inspections.
- iv. Each Structural steel site inspection shall also include Unmanned Aerial Vehicle videos and digital photographs of construction/work progress as well as photographs of observed deficiencies.

B. Coating Inspection

- i. Daily Inspection Reports (PDF Format) shall include digital photographs of the work progress as well as observed deficiencies and periodic Unmanned Aerial Vehicle videos for next work-day submission to the Tank Owner.
- ii. Contractor shall notify County and Engineer immediately upon finding any discrepancies or inadequacies during inspections.
- iii. Prospective bidder shall include in their bid sixteen (16) weeks of coating inspection with a maximum of 60 hours of inspection per week.

C. Minimum Requirements

- i. Structural Steel Inspector shall have a minimum twenty (20) years of experience in new welded steel elevated storage tanks.
- ii. Coatings inspector shall be a NACE Certified Coating Inspector, Level II with a minimum of eight (8) years coatings inspection experience.
- iii. Bidder shall demonstrate at least five (5) years of experience with tank structural steel and coating inspection on pedesphere style tanks with a minimum size of 0.5 million gallons.
- iv. Bidder must provide three (3) Virginia Tank references, please include value and material of tanks, and a local Virginia Staff Support Office.

D. Contractor shall comply with applicable local, state and federal laws, rules, requirements and similar regulations or guidance (“Applicable Law”) while performing work.

E. Contractor shall review safety plans with County prior to beginning any work and shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.

3. SUBMITTAL INSTRUCTIONS

A. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a Bid. All Bids shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this IFB. Emphasis should be on completeness and clarity of content. The contents of the Bid submitted by the successful Bidder and this IFB, and any amendments thereto, will become part of any contract awarded as a result of this IFB.

B. The format of each bid must contain the following elements organized into separate chapters and sections, as the Bidder may deem appropriate. The following paragraphs provide guidelines to each Bidder for information to include in the bid document:

C. **Cover Letter** - Provide a cover letter that confirms the Bidder's understanding of this IFB, a general understanding of the Project, an overview of the history and qualifications of the firm.

D. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Contractor’s firm and for the Contractor to demonstrate the specific qualifications of the staff the Contractor will assign to this Project if selected. At a minimum, the proposal should: (i) Designate a Project Manager and indicate office location; and (ii) Include the organization chart, functional discipline, and responsibilities of Project team members.

E. **Demonstrated History of Successful Projects** - Discuss recent project information of similar type to the Project completed by the firm including the project name, location, brief description of the project, description of the scope of services provided, and principal contact person.

- F. **Proposed Sub-Consultants** - The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-contractors shall be provided. By proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-consultant's performance. The Contractor shall state the amount of previous work experience with the sub-consultant(s).
- G. **References:** Provide the current name, address, and telephone number of at least five (5) references the Contractor 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.
- H. **Pricing:**
 - i. Structural Inspection
 - a. Please provide flat lump sum pricing for the services described herein. The lump sum price shall include all labor, materials, services, equipment, tools, consumables, parts, supervision, permitting, overhead, administrative, overhead, delivery, shipping, handling, travel and other costs, fees or charges of any kind related to or required for the Work on the Project.
 - b. Also provide lump sum pricing for additional inspection visits if needed and only if requested by the County.
 - ii. Coating Inspection
 - a. Please provide hourly rates for the services described herein. The County is to be invoiced for actual work hours up to a **maximum** of sixty (60) hours per week.
 - b. Any travel expenses of any kind must be specifically identified in the fee proposal.
 - c. No administrative fees of any kind for clerical, copying or related work may be charged.
 - iii. In the event that any service under the contract resulting from this RFP should require the purchase of any materials or equipment, such shall be at cost without mark-up of any kind.
 - iv. Additional Work
 - a. Additional work will be charged at the same rate as contained in the bid for both types of inspection.
- I. **Forms:** All forms required to be submitted under this IFB must be included in the Bid.
 - i. Vendor Data Sheet (Attachment A)
 - ii. Proof of Authority to Transact Business in Virginia (Attachment B)
 - iii. Certificate of No Collusion (Attachment C)
 - iv. Bidder Statement (Attachment D)
- J. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
- K. Any information thought to be relevant, but not applicable to the enumerated scope of work, should be provided as an appendix to the bid. If publications are supplied by the Officer to respond to a requirement, the response should include reference to the document number and page number. Bids not providing this reference may be considered to have no reference material included in the additional documents.
- L. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

4. SUBMITTAL INSTRUCTIONS

- A. **Each Bidder must submit one (1) original and one (1) electronic copy of its bid documents on CD ROM, DVD, or USB flash drive/memory stick.**
- B. An authorized representative of the Bidder shall sign bid documents. All information requested should be submitted. Failure to submit all information requested may result in the bid being

rejected by the County.

- C. All forms attached to this IFB must be fully completed, executed by the Bidder and returned as a part of Offer's Bid.
- D. **Each bid shall be in writing and received in hard copy by the deadline. Oral bids, bids received by telephone, fax, telegraph, or email shall be rejected.**

5. CONTRACT AWARD:

- A. The contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to this IFB, is most advantageous to the County, considering price and any other evaluation criteria set forth in the bid documents and consistent with the Virginia Procurement Act, the County's Code, the County's Procurement Policies and Procedures and other applicable law. Nothing herein requires that the County complete this Work and the County may determine not to award any Contract pursuant to this IFB in its sole discretion for any reason or no reason at all.

6. TERMS

- A. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Bidders. Further, the conditions and requirements of this IFB, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Bidder(s).
- B. Awards shall be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Bidders and use their services for some or all of the projects identified herein. The County may choose not to award a contract or Notice to Proceed for any or all projects described herein.

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

SSN: _____ (If Vendor is a sole proprietor)

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:

By my signature below, I, as a duly authorized representative of the entity named below, certify the accuracy of the foregoing information:

_____ Date: _____
 Legal Name of Entity if Applicable

By: _____ (SEAL) Print Name: _____
 Signature of Authorized Representative

Print Title: _____

Vendor Certification (for a Sole Proprietor):

_____ (SEAL) Print Name: _____ Date: _____
 Signature

PLEASE RETURN THIS PAGE WITH PROPOSAL 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 PROPOSAL SUBMISSION – [REQUIRED]

CERTIFICATE OF NO COLLUSION:

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

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2015.

Legal Name of Entity

By: _____ (SEAL)
Signature of Authorized Representative

Print Name: _____

Print Title: _____

Date: _____

ACKNOWLEDGEMENT

State of _____
In the County/City of _____, **to-wit:**

The foregoing Certification of No Collusion was subscribed and sworn to before me by _____ (Print Name), _____ (Print Title) on behalf of _____ (Print Name of Entity) on this _____ day of _____ (month), _____ (year).

Notary Public

My commission expires: _____

Registration Number: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

OFFEROR STATEMENT

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

Complete if Offeror 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 Offeror 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 PROPOSAL SUBMISSION – [REQUIRED]

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.



COUNTY OF FLUVANNA, VIRGINIA
Invitation for Bid (IFB) #2019-02
STRUCTURAL STEEL WELDING INSPECTIONS
AND
RESIDENT COATING INSPECTIONS

Issue Date: Feb 26, 2019

Due Date: March 8, 2019 at 2 p.m. EST

Procurement & Technical Contact:

County of Fluvanna

Cyndi Toler, Purchasing Officer

132 Main Street

P.O. Box 540

Palmyra, VA 22963

Ph: (434) 591-1930 ext. 1124

[Email: ctoler@fluvannacounty.org](mailto:ctoler@fluvannacounty.org)

**QUINN CONSULTING
SERVICES, INC.**
10500 Wakeman Drive
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248

**QCS, INC. RESPONSE
TO
Invitation for Bid (IFB) #2019-02**
March 7, 2019



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REPORT**

TAB #01

**INTRODUCTION LETTER
COUNTY OF FLUVANNA**



Quinn Consulting Services Incorporated

COUNTY OF FLUVANNA, VIRGINIA

March 5, 2019

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

RE: IFB Number: #2019-02
STRUCTURAL STEEL WELDING AND RESIDENT COATING INSPECTIONS

To The County Of Fluvanna, Virginia:

Quinn Consulting Services, Inc. (QCS, Inc.), a 100% woman owned Small Business and certified Virginia Woman-owned Business Enterprise (WBE), with offices in Fredericksburg, Virginia Beach, and Chantilly, Virginia. The QCS, Inc. Fredericksburg office is located only fifty-one (51) minutes from the Zion Crossroads Elevated Water Storage Tank Project Site, which allows for a rapid response by our inspection personnel.

Thank you for the opportunity to submit this proposal to provide structural steel welding and resident coating inspections for the construction phase of the 0.5 million-gallon welded steel pedesphere tank contained in the Zion Crossroads Elevated Water Storage Tank Project located in the County of Fluvanna.

SCOPE OF WORK

A. Tank Structural Inspection:

- Structural Steel Inspector to have a minimum twenty (20) years of experience in new welded steel elevated storage tanks.
- Twelve (12) intermittent site visits.
- Each site visit shall include at least six (6) hours of inspection, in addition to travel time.
- Use of Unmanned Aerial Vehicle videos and digital photographs of construction/work progress as well as photographs of observed deficiencies.
- Written inspection report and confirmation of findings from each site visit inspection must be delivered to the County within seven (7) days of visit.
- Immediate notification of County Representative and Engineer upon finding any discrepancies or inadequacies during individual site inspections.

B. Coating Inspections:

- NACE Certified Coating Inspector, Level II with minimum of eight (8) years coatings inspection experience.
- Sixteen (16) weeks of coating inspection with a maximum of 60 hours of inspection per week.



Quinn Consulting Services Incorporated

B. Coating Inspections: (Continued)

- Daily Inspection Reports (PDF Format) to include digital photographs of the work progress as well as observed deficiencies and periodic Unmanned Aerial Vehicle videos for next work-day submission to the Tank Owner.
- Notification of County Representative and Engineer upon finding any discrepancies or inadequacies during daily inspections.

C. Onsite Safety Review

- QCS Inspector shall review safety plans with County prior to beginning any work,
- QCS Inspector shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.

D. Contractor Minimum Requirements

- Bidder shall demonstrate at least five (5) years of experience with tank structural steel and coating inspection on pedisphere style tanks with a minimum size of 0.5 million gallons.
- Bidder must provide three (3) Virginia Tank references, please include value and material of tanks, and a local Virginia Staff Support Office.

QCS, Inc. has performed 3rd party inspection services on numerous water tank projects and wastewater projects (rehabilitation, new construction, & demolition) for a diverse client base, which includes state, county, and municipal utilities, as well as, water authorities.

QCS, Inc. has worked diligently to maintain its inspection professionalism and work product quality to provide our clients a strong confidence level in the finished project product by paying attention to details and a thorough inspection process in compliance with the project specification and associated standards. Quinn Consulting Services, Inc has many employees with over 30 years inspection experience in the water, wastewater treatment, and potable water tank industries.

This IFB addresses all key points of your inquiry. It outlines the QCS Team's experience and the focus we have on quality, reliability and integrity.

We look forward to working for the County Of Fluvanna, Virginia on this project.

Federal ID#: 54-187-1087

Sincerely:

Roger Triana

Roger Triana

VP; Coatings Division

Quinn Consulting Services, Inc.

10500 Wakeman Drive Ste. 100

Fredericksburg, VA 22407

Phone: (540) 850-0435

Fax: (540) 898-8248

E-Mail Address: rtriana@quinn-consulting.com

Company Website: www.quinn-consulting.com

TAB #02

OVERVIEW

TAB #02

OVERVIEW

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QUINN CONSULTING SERVICES, INC.

10500 Wakeman Drive
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248



I. COMPANY PROFILE

Quinn Consulting Service, Incorporated, (QCS, Inc.) founded in 1997, is a quality oriented, 100% woman owned small business enterprise. QCS, Inc. offers construction engineering and inspection services (CEI) to federal, state, and municipal governments and authorities. Services and expertise include:

a) Construction Management,	f) Scheduling,
b) Structural Inspection Services,	g) Claims Analysis,
c) Coatings Inspection,	h) Constructability Reviews,
d) Coating History Research & Tracking,	i) Risk management
e) Failure investigation,	

Quality control and risk management practices are applied to all projects to ensure they are completed on time, within budget and to the client’s satisfaction.

II. QUALIFICATIONS

QCS, Inc. offers a wide range of coating inspection services. We provide on-site quality control inspection of coatings and/or linings during construction, maintenance, or repair of structures.

Our staff is available to inspect existing coating or lining systems for failure, and/or to assist with claims associated with coating system implementation problems. We also offer management for lead abatement removal from municipal (tanks) and industrial (bridges, pipelines, etc.) structures to help our clients with independent verification of environmental compliance issues.

Clients retain us because we provide the following:

- In-depth knowledge of industry rules, regulations, standards and specifications.
- Continuous attention to project schedule and budget to ensure on-time, on-budget project completion.
- Environmental knowledge and awareness.
- A time tested coatings system inspection documentation methodology.
- Open, clear, concise communications.
- A Team player attitude with an absolute commitment to quality, and achieving our clients’ goals.

We serve private and governmental owners, designers, contractors, developers and attorneys on a wide range of transportation, building, plant, environmental and utilities projects.

QCS, Inc. is dedicated to providing the highest quality of service, controlled growth, and the corporate depth and diversity to fully respond to the coating needs of an expanding client base.

- QCS will insure that the Client’s storage tank projects will conform to all applicable Standards including Department of Health regulations.
- The QCS team can respond quickly to task orders and attend to needs of Client in a timely manner as our Inspection Team members are located in Fredericksburg, VA.

QUINN CONSULTING SERVICES, INC.

10500 Wakeman Drive
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248



This philosophy encompasses a program where QCS can provide the following inspection services:

III. SERVICES

A. NEW POTABLE WATER STORAGE TANK CONSTRUCTION INSPECTIONS

1. Fabrication Facility/Shop Coating Inspection of Tank Components
2. Intermittent Structural Inspection of the Tank Erection
3. Onsite construction monitoring during the Tank Construction
4. Full-Time or Intermittent Resident (Concrete, Structural, and/or Coating) Inspection during the Tank Installation
 - Final Reports and Documentation
5. Warranty Inspection and Warranty Repair Inspection

B. UNMANNED AERIAL VEHICLES

1. QCS Drone Operators are FAA Part 104 Licensed to perform visual drone operations. Drone Inspections, location dependent, are used for both structural and coating inspections for conditions status.
2. Aerial drones, DJI Phantom 4 Pro Plus & Yuneec H520 aerial drones (where permitted), to evaluate coating film surfaces or observe structural welds where access is not possible.



See this link for our youtube page. <https://www.youtube.com/channel/UCI2K1VSU2BjFKr7vRm1CyFA/videos>

3. Drone Inspections are employed for remote inspections during new tank construction and visual coating inspections or for existing tank structures during rehabilitation as needed.

C. EXISTING POTABLE WATER STORAGE TANKS

1. Field Evaluations/Inspections

- “Dry” Tank Evaluations/Inspections
 - Exterior and Interior Wet Inspections utilize rope access methods, ladders, as well as aerial drones, DJI Phantom 4 Pro Plus & Yuneec H520 aerial drones (where permitted), to evaluate coating film surfaces.
 - QCS Drone Operators are FAA Part 104 Licensed to perform visual drone operations.

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- “Float (Down or Up)” Evaluations/Inspections using rafts, disinfected per AWWA requirements, to inspect and evaluate the interior wet tank surfaces.

*Float Inspections allow for close-up evaluation/inspection of roof structures and upper shell course areas not usually accessible during a normal “Dry” or “ROV” inspection process. Deficient structural items can be easily measured for replacement, repair, or modification as needed.



- Interior Wet Inspections - Remote Operated Vehicle (ROV)
 - QCS uses the new VideoRay Explorer with a depth rating of 250 ft.
 - ROV Inspections are documented not only with the standard QCS Inspection/Evaluation Report but also a supplied DVD for the Tank Owner’s review.
- Inspection & Evaluation Reports with the following:
 - Status and Remaining Service Life of Existing Coating Systems
 - Structural (Sanitary, OSHA) repair/updates
 - Rehabilitation cost breakdowns
 - Photographs and DVDs, as applicable.

2. Rehabilitation Specifications

- Generation of Technical Rehabilitation Specifications based on the comprehensive Inspection & Evaluation Reports
- Assist in the Bidding Process & Evaluation

3. Rehabilitation Project Services

- Review of all Contractor Submittals
- Full-Time or Intermittent Resident Inspection during Structural Repairs/Updates and/or Coating Rehabilitation
- Final Reports and Documentation
- Warranty Inspection and Warranty Repair Inspection

QUINN CONSULTING SERVICES, INC.

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Fax: (540) 898-8248



D. CONCRETE/STEEL STRUCTURES

(CLARIFIERS, PIPELINES, WATER/WASTEWATER, & BRIDGES)

1. Field Evaluations/Inspections

- Inspection & Evaluation Reports with the following:
 - Status and Remaining Service Life of Existing Coating Systems
 - Structural (Sanitary, OSHA) repair/updates (Water & Wastewater Plants)
 - Rehabilitation cost breakdowns
 - Photographs and DVDs, as applicable.

2. Rehabilitation Specifications

- Generation of Technical Rehabilitation Specifications based on the comprehensive Inspection & Evaluation Reports
- Assist in the Bidding Process

3. Rehabilitation Project Services

- Review of all Contractor Submittals
- Full-Time or Intermittent Resident Inspection during Structural Repairs/Updates and/or Coating Rehabilitation
- Final Reports and Documentation

IV. ORGANIZATION

The following list of QCS, Inc personnel are the primary Staff available for this Client's projects.

A. VIRGINIA SUPPORT OFFICE:

10500 Wakeman Drive, Suite #100
Fredericksburg, Virginia 22407
Office # 540-850-0435
Fax: 540-898-8248

B. QCS PERSONNEL:

1. Project Manager: Roger Triana, VP Coatings Division

Roger Triana is a NACE Certified Coating Inspector (#6219, Level III) with 35+ years experience inspecting all phases of water tanks, fuel, marine, industrial, and related structure construction projects for conformance with construction plans, specifications and contract documents.

- His QCS responsibilities for this project would include scheduling and coordinating tank inspections by QCS Inspection (structural and coatings) personnel with the Project Engineer and selected construction Contractor this tank project.
- His experience includes conflict resolution through communication and coordination. Mr. Triana works from the Fredericksburg, Virginia office.

QUINN CONSULTING SERVICES, INC.

10500 Wakeman Drive
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248



2. Structural and Coating Inspector:

William E. Pybus is a NACE Certified Coating Inspector (#402, Level III) with forty-five (45) years of coating and structural inspection experience in the following areas:

- A. Potable Water Tanks (New Construction & Rehabilitation Operations).
 - B. Wastewater And Water Treatment Facilities
 - C. Pulp & Paper Mill Plants
 - D. Nuclear Power Plant Construction and “Hot” Shutdown Reconditioning
 - E. Petroleum And Chemical Industries
- His QCS responsibilities for this project would include structural steel inspections of welding operations and available inspector for resident coating inspection activities (surface preparations and for the personnel with the Project Engineer and selected construction Contractor this tank project.
 - Coordination with the Project Engineer and selected Tank contractor regarding items requiring corrective actions (structural and/or coatings) to comply with the Project Specifications and relevant AWWA D100 requirements.
 - His current QCS duties include site inspections for structural inspection (modifications/repairs during rehabilitation projects and/or new tank installations), surface preparation and coating applications, direction of other coating inspectors and the preparation of protective coating specifications. Mr. Pybus works from the Fredericksburg, Virginia office.

3. Available Coating Inspectors:

A. Chris Triana, Senior Coating Inspector - Tank Division

Chris Triana is a NACE Certified Coating Inspector (#71189, Level II) with eight (8) years of structural and coating inspection experience in the following areas:

- i. Potable Water Tanks (Rehabilitation & New Construction).
 - ii. Water Treatment Facilities,
 - iii. Bridge Construction,
 - iv. FAA Part 104 Licensed to perform visual drone operations.
- His QCS responsibilities for this project would include site inspections for structural inspection (modifications and/or new installations), surface preparation and coating applications. Coordination with the Project Engineer and selected Tank contractor regarding items requiring corrective actions to comply with the Project Specifications and relevant AWWA D100 requirements.
 - Mr. Triana works from the Fredericksburg, Virginia office.

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B. Jason Varner, Senior Coating Inspector - Tank Division

Jason Varner is a NACE Certified Coating Inspector (#14326, Level II) with twenty-six (26) years of construction inspection services and structural and coating inspection experience in the following areas:

- i. Potable Water Tanks (Rehabilitation & New Construction).
- ii. Water Treatment Facilities,
- iii. Bridge Construction,
- His QCS responsibilities for this project would include site inspections for structural inspection (modifications and/or new installations), surface preparation and coating applications. Coordination with the Project Engineer and selected Tank contractor regarding items requiring corrective actions to comply with the Project Specifications and relevant AWWA D100 requirements.
- Mr. Varner works from the Fredericksburg, Virginia office.

C. Darla Andras, Senior Coating Inspector - Tank Division

Darla Andras is a NACE Certified Coating Inspector (#45499, Level II) with thirty-one (31) years of construction inspection services and structural and coating inspection experience in the following areas:

- i. Potable Water Tanks (Rehabilitation & New Construction).
- ii. Water Treatment Facilities,
- iii. Bridge Construction,
- His QCS responsibilities for this project would include site inspections for structural inspection (modifications and/or new installations), surface preparation and coating applications.
- Coordination with the Project Engineer and selected Tank contractor regarding items requiring corrective actions to comply with the Project Specifications and relevant AWWA D100 requirements.
- Ms. Andras works from the Fredericksburg, Virginia office.

4. Available Aerial Drone Inspectors:

QCS Inspectors Licensed FAA Part 104 Operators to perform visual drone operations.

A. Chris Triana, Senior Coating Inspector - Tank Division

- NACE Certified Coating Inspector (#71189, Level II)

B. Austin Goodwyn, Coating Inspector - Tank Division

- NACE Certified Coating Inspector (#77116, Level I)

C. Matthew Irizarry, Coating Inspector - Tank Division

- NACE Certified Coating Inspector (Level I)

QUINN CONSULTING SERVICES, INC.

10500 Wakeman Drive
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248



V. QCS THREE VIRGINIA REFERENCES

1. Powhatan Waterspheroid - \$2.5 Million

(500,000-Gallons Capacity)

Ramona Carter, P.E., MPA

Director of Public Works

Powhatan County Public Works

Office (804)598-5764

Cell (804) 385-6204

rcarter@powhatanva.gov

2. 600 Zone Waterspheroid - \$4.1 Million

(1,000,000-Gallons Capacity)

Aaron W. Duke, PE, BCEE

Associate Vice President | Hazen and Sawyer

4035 Ridge Top Road, Suite 400, Fairfax, VA 22030

Office (703) 218-2034

Direct: (703) 267-2758

aduke@hazenandsawyer.com

3. HPZ Waterspheroid - \$1.6 Million

(400,000-Gallons)

Jim Hoy, P.E.

Director of Public Services

Town of Culpeper

400 S. Main Street

Culpeper, Virginia 22701

Direct: (540) 825-0285

Email: jhoy@culpeperva.gov

TAB #03

**DOCUMENTED HISTORY
OF
SUCCESSFUL PROJECTS**

DOCUMENTED HISTORY OF SUCCESSFUL PROJECTS

600 Zone County Elevated Water Storage Tank (1,000,000 Gallons Waterspheroid)

Owner: Loudoun Water
Ashburn, Virginia

Project Description:

- Perform Structural Steel Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Email: aduke@hazenandsawyer.com

Project Completed



Powhatan County Elevated Water Storage Tank (500,000 Gallons Waterspheroid)

Owner: Powhatan County Utility Department
Powhatan, Virginia

Project Description:

- Perform Structural Steel Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Ramona Carter, P.E.
Director of Public Works
Powhatan County Utility Department

Phone #: (804) 598-5764

Email: rcarter@powhatanva.gov

Project Completed



DOCUMENTED HISTORY OF SUCCESSFUL PROJECTS

HPZ Elevated Water Storage Tank (400,000 Gallons Waterspheroid)

Owner: Town of Culpeper, Virginia

Project Description:

- Perform Structural Steel Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Jim Hoy, P.E.
Director of Public Services
Town of Culpeper, Virginia

Phone # (540) 825-0285

Email: jhoy@culpeperva.gov

Project Completed



New Kill Devil Hills-NC Elevated Water Storage Tank (400,000 Gallons Waterspheroid)

Owner: Kill Devil Hills Public
Ashburn, Virginia

Project Description:

- Perform Structural Steel Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Brett Heim, P.E.
Dewberry

Phone #: (804) 205-3346

Email: bheim@dewberry.com

Project Ongoing



TAB #04

**PROPOSED
SUB-CONSULTANTS**



Quinn Consulting Services Incorporated

COUNTY OF FLUVANNA, VIRGINIA

March 5, 2019

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

RE: IFB Number: #2019-02
STRUCTURAL STEEL WELDING AND RESIDENT COATING INSPECTIONS
TAB 4 – PROPOSED SUB-CONSULTANTS

To The County Of Fluvanna, Virginia:

Quinn Consulting Services, Inc. (QCS, Inc.), shall be using our own inspectors for the IFB #2019-02 inspection services and shall not be using sub-consultants for any of the structural steel and/or coating inspection services.

Sincerely:

Roger Triana

Roger Triana
VP; Coatings Division
Quinn Consulting Services, Inc.
10500 Wakeman Drive Ste. 100
Fredericksburg, VA 22407
Phone: (540) 850-0435
Fax: (540) 898-8248
E-Mail Address: rtriana@quinn-consulting.com
Company Website: www.quinn-consulting.com

TAB #05

REFERENCES

PROJECT REFERENCES

Killian Road Potable Water Storage Tank (2,000,000 Gallon Composite)

Owner: Columbia, SC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Matthew Shoesmith, P.E.
Kimley-Horn and Associates, Inc.

Phone Number: (704) 954-7490



Ballentine Potable Water Storage Tank (2,000,000 Gallon Composite)

Owner: Columbia, SC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Matthew Shoesmith, P.E.
Kimley-Horn and Associates, Inc.

Phone Number: (704) 954-7490



Genstar Potable Water Storage Tank (2,000,000 Gallon Composite)

Owner: Columbia, SC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Matthew Shoesmith, P.E.
Kimley-Horn and Associates, Inc.

Phone Number: (704) 954-7490



PROJECT REFERENCES

New Kill Devil Hills-NC Elevated Water Storage Tank (400,000 Gallons Waterspheroid)

Owner: Kill Devil Hills Public
Ashburn, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Brett Heim, P.E.
Dewberry

Phone #: (804) 205-3346

Email: bheim@dewberry.com

Project Ongoing



York County-SC: New Elevated Water Storage Tank (1,500,000 Gallon Composite)

Owner: York, SC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Matthew Shoemith, P.E.
Kimley-Horn and Associates, Inc.

Phone Number: (704) 954-7490

Project 2019 Start Date

**No
Available Site
Photo**

600 Zone County Elevated Water Storage Tank (1,000,000 Gallons Waterspheroid)

Owner: Loudoun Water
Ashburn, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Email: aduke@hazenandsawyer.com

Project Completed



PROJECT REFERENCES

Powhatan County Elevated Water Storage Tank (500,000 Gallons Waterspheroid)

Owner: Powhatan County Utility Department
Powhatan, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Ramona Carter, P.E.
Director of Public Works
Powhatan County Utility Department

Phone #: (804) 598-5764

Email: rcarter@powhatanva.gov

Project Completed



HPZ Elevated Water Storage Tank (400,000 Gallons Waterspheroid)

Owner: Town of Culpeper, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Jim Hoy, P.E.
Director of Public Services
Town of Culpeper, Virginia

Phone # (540) 825-0285

Email: jhoy@culpeperva.gov

Project Completed



TAB #06

PRICING



Quinn Consulting Services Incorporated

Schedule of Estimates Inspection Service Fees

QCS Pricing: IFB # 2019-02, STRUCTURAL STEEL WELDING INSPECTIONS AND RESIDENT COATING INSPECTIONS				
ITEM	ZION CROSSROADS EWT (0.5 MILLION GALLONS)	UNIT	QUANTITY	RATE
1.0	Structural Inspection			
	➤ Travel (Mob/Demob)	\$87.74/Hour	Two (2)	
	➤ Onsite Inspection	\$87.74/Hour	Six (6)	
	➤ Report Generation \$87.74/Hour	\$87.74/Hour	Three (3)	
	➤ QCS Project Management – One Hour @	\$121.98/hour	One (1)	
		Site Visit Cost	1	\$1,142.77
	*Maximum # of site visits.	*Total # of Site Visits=>	12	\$13,713.24
	➤ See Note #2			
	➤ Additional Inspection - Above 6 hours Onsite	Hour	1	\$87.74
	➤ See Note #1			
2.0	Field Coating Inspection			
	A. Sixty (60) hours per week:	Week	See Note #2	See Note #2
	➤ Regular hours - onsite inspection	\$87.74/Hour	Forty (40)	
	➤ Overtime hours – onsite inspection	\$108.24/hour	Twenty (20)	
	➤ QCS Project Review – QCS Project Manager	\$121.98/hour	One (1)	
	➤ QCS Truck Fee	\$35.00/Day	Seven (7) Days	
	➤ Per Diem	\$130.00/Day	Seven (7) Days	
		Sixty (60) Hour Work Week Total	1	\$6,951.38
	*Stated maximum # of work-weeks.	Project Duration =>	16 Weeks	\$111,222,08
	➤ See Note #2			
	B. Additional Inspection - Above 70 hours Onsite	Hour	1	\$108.24
	➤ See Note #1			
	C. Additional Travel (Mob/Demob)	1	See Note #3	\$231.13
	➤ Two (2) hours At \$87.74/Hour	See Note #3		
	➤ Travel Mileage – 105 miles @\$0.53/mile			
	D. Inclement Weather Days	\$87.74/hour	4 hours	350.96
3.0	Stipulated Price: Additional Inspection Testing Equipment	Billed at Cost + Handling Charge & Shipping	See Note #1	See Note #1

Note #1: See Proposal. *Requires Prior Approval by Tank Owner.

Note #2: See Proposal. QCS Inspection Services beyond the Twelve (2) Structural Inspection Site Visits and/or the Sixteen (16) weeks for Resident Coatings Inspections will require Prior Approval by Tank Owner.

Note #3: *Number of Mobilizations/Demobilizations dependent on Contractor's Construction Schedule.

TAB #07

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 0492551-7.

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): Quinn Consulting Services, Incorporated

Legal Name of Offeror/Bidder: Roger Triana

Date: 2/27/2019

Authorized Signature: 

Print or Type Name and Title: Roger Triana, Vice President of Coatings

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

CERTIFICATE OF NO COLLUSION:

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

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted this 7 day of March, 2019.

Quinn Consulting Services, Incorporated
Legal Name of Entity

By: [Signature] (SEAL)
Signature of Authorized Representative

Print Name: Roger Triana

Print Title: Vice President of Coatings

Date: 3-7-19

ACKNOWLEDGEMENT

State of Virginia
In the County/City of Fredericksburg, to-wit:

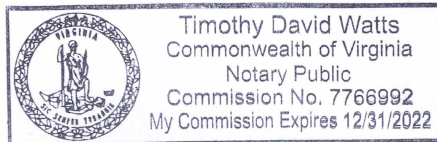
The foregoing Certification of No Collusion was subscribed and sworn to before me by Roger Triana (Print Name), Vice president Coatings (Print Title) on behalf of Quinn Consulting Services (Print Name of Entity) on this 7 day of March 2019 (month), _____ (year).

[Signature]

Notary Public

My commission expires: 12/31/2022

Registration Number: 7766992
12/31/2022



PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

OFFEROR STATEMENT

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

Complete if Offeror is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Quinn Consulting Services Incorporated

By: [Signature] (SEAL)
Signature

Print Name: Roger Triana

Print Title: Vice President of Coatings

STATE OF Virginia

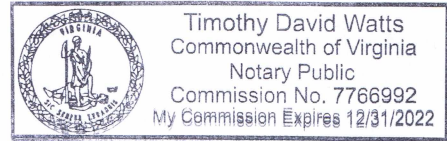
COUNTY/CITY OF Fredericksburg, to-wit:

The foregoing instrument was acknowledged before me this 7 day of March (month), 2019 (year) by Roger Triana (Print Name), VP Coatings (Print Title) on behalf of Quinn Consulting Services (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: 12/31/2022

Notary registration number: 7766992



Complete if Offeror 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 PROPOSAL SUBMISSION – [REQUIRED]

TAB #08

APPENDIX A

**ADDITIONAL
PROJECT
REFERENCES**

APPENDIX A ADDITIONAL PROJECT REFERENCES

Tank “D” Water Ground Storage Reservoir (200,000 Gallons)

Tank “F” Waterspheroid (500,000 Gallons)

Owner: Virginia Department of Corrections

Project Description:

- Perform Structural and Coating Inspection/Evaluation
- Generate Technical Specification for Rehabilitation Project.
- Perform Resident Coating Application Inspections during coating rehabilitation operations

Reference: Debra Blackwell, P.E.
Capital Outlay Program Manager

Phone Number: (804) 887-7770

Project Completed



James River Correctional Center’s Composite Water Storage Tank (1,000,000 Gallons)

Owner: Virginia Department of Corrections

Project Description:

- Resident Coating Inspections during surface preparation and coating applications for Ground & Air Construction Phases

Reference: Debra Blackwell, P.E.
Capital Outlay Program Manager

Phone Number: (804) 887-7770

Project Completed



NASA Building 1186 - Elevated Water Storage Tank (500,000 Gallons Waterspheroid)

Owner: NASA Langley Research Center,
Hampton, Virginia

Project Description:

- Resident Coating Inspections during surface preparation and coating applications.

Reference: Blastech Enterprises

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Broad Street Elevated Water Storage Tank (2,500,000 Gallon Hydropillar)

Owner: Utilities Department
Portsmouth, Virginia

Project Description:

- Perform Float Down Inspection/Evaluation
- Perform Resident Coating Application Inspections during coating rehabilitation and structural modifications & repairs

Reference: Jamie Weist
Kimley-Horn & Associates, Inc.

Project Completed



Airport Water Storage Tank (400,000 Gallons) Lyons Road Standpipe (131,000 Gallons)

Owner: Pulaski County, Virginia

Project Description:

- Perform Structural and Coating Inspection/Evaluation
- Generate Technical Specification for Rehabilitation Project.
- Perform Resident (Structural and Coating Application) Inspections during coating rehabilitation and structural modifications/repairs

Reference: Draper Aden Associates

Phone Number: (540)552-0444

Projects Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Moore's Bridge-New Water Storage Tank #01

(6,000,000-Gallon Reservoir)

Owner: Utilities Department
Norfolk, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities.
- Resident Coating Inspections during surface preparation and coating applications.

Reference: CDM Smith

Project Completed



Angier Potable Water Storage Tank (3,000,000 Gallon Composite)

Owner: Durham, NC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.
- Perform Anniversary "Float Down" Raft Inspection/Evaluation

Reference: Kimley-Horn & Associates, Inc.

Project Completed



Patton Avenue Elevated Water Storage Tank (1,270,000 Gallon Riveted Elevated Water Tank)

Owner: Charlotte Mecklenburg Utilities (Charlotte, NC)

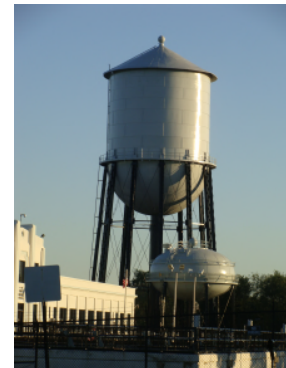
Project Description:

- Perform Float Down Inspection/Evaluation
- Generate Technical Specification for Rehabilitation Project.
- Perform Resident (Structural Steel and Coating Application) Inspections during coating rehabilitation and structural modifications & repairs

Reference: Kimley-Horn & Associates, Inc.

Phone Number: (704) 954-7490

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Vest Elevated Water Storage Tank (137,000 Gallon Riveted Elevated Water Tank)

Owner: Charlotte Mecklenburg Utilities (Charlotte, NC)

Project Description:

- Perform Float Down Inspection/Evaluation and
- Generate Technical Specification for Rehabilitation Project.
- Perform Resident (Structural and Coating Application) Inspections during coating rehabilitation and structural modifications & repairs

Reference: Kimley-Horn and Associates, Inc.

Phone Number: (704) 954-7490

Project Completed



Sunnybrook Reuse Water Storage Tank (750,000 Gallon Composite)

Owner: Raleigh, NC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: Jeremy Rivenbark, PE
Kimley-Horn & Associates, Inc.

Phone Number: (919) 678-4133

Project Completed



Minitree Glen Standpipe (60,000 Gallons) Hydropneumatic Tank (5,000-Gallons)

Owner: Utilities Department
New Kent County, Virginia

Project Description:

- Perform Coating Status Inspections during surface preparation and coating applications.

Reference: CDM Smith

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Quinton Park Horizontal Atmospheric Tanks (2) 30,000 Gallons Capacity Each Hydropneumatic Tank (6,000-Gallons)

Owner: Utilities Department
New Kent County, Virginia

Project Description:

- Perform standard AWWA M-42 Tank Evaluation (structural and coating systems) for repair and/or rehabilitation projects.
- Perform Coating Status Inspections during surface preparation and coating applications.

Reference: CDM Smith

Project Completed



Mill Place Potable Water Storage Tank (750,000 Gallon Composite)

Owner: Verona, Virginia

Project Description:

- Resident Coating Inspections during surface preparation and coating applications.

Reference: Matt Morris, Project Engineer
Augusta County Service Authority

Phone Number: (540) 245 - 5366

Project Completed



Briarcliff Standpipe (500,000-Gallons)

Owner: Campbell County Utilities Service Authority

Project Description:

- Perform field status inspection of the rehabilitated exterior and interior wet coating system films for conformance to the visual requirements of the finished coating films as per the Project Specification and AWWA D102 requirements

Reference: Campbell County Utilities Service Authority

Phone Number: (434) 239-8654

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Tanglewood Standpipe (1,000,000-Gallons)

Owner: Campbell County Utilities Service Authority

Project Description:

- Perform field status inspection of the rehabilitated exterior and interior wet coating system films for conformance to the visual requirements of the finished coating films as per the Project Specification and AWWA D102 requirements

Reference: Campbell County Utilities Service Authority

Phone Number: (434) 239-8654

Project Completed



R.C. Wilson Water Treatment Plant Backwash Standpipe (200,000-Gallons Capacity)

Owner: Utilities Department
Hagerstown, Maryland

Project Description:

- Perform standard AWWA M-42 Tank Evaluation (structural and coating systems) for repair and/or rehabilitation projects.
- Perform Vacuum Box Testing and Magnetic Particle testing of the interior tank bottom for pinholes or weld defects.

Reference: CDM Smith

Project Completed



Marshall Elevated Water Storage Tank (300,000 Gallons Waterspheroid)

Owner: Marshall, Virginia

Project Description:

- Resident Coating Inspections during surface preparation and coating applications.

Reference: Collins Engineering

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Interim Wastewater Treatment Plant Culpeper County High School

Owner: Culpeper County, Virginia

Project Description:

- Perform Structure Inspection/Evaluation
- Generate Technical Specification for Rehabilitation Project.
- Perform Resident (Structural and Coating Application) Inspections during coating rehabilitation and structural modifications/repairs

Reference: Paul Howard, PE
Culpeper County Environmental Services.

Phone Number: (540) 727-3409

Project Completed



Mercury Street Ground Storage Reservoir (1,900,000 Gallons)

Owner: Petersburg, Virginia

Project Description:

- Perform a Tank Evaluation (structural and coating systems) using a “Float-down Inspection” of the interior and a review of the exterior tank.
- Washout/Cleanout/Disinfection Activities.

Reference: Utilities Lines Division,
Petersburg, VA

Phone Number: (804) 733 – 2408

Project Completed



Rimer Pond Road Water Storage Tank (2,500,000 Gallon Composite)

Owner: Columbia, SC

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and applications.

Reference: Kimley-Horn & Associates, Inc.

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Clarifiers #1 & #2

North Durham Water Treatment Plant

Owner: Durham, North Carolina

Project Description:

- Generate Technical Specification for Two (2) Rehabilitation Projects.
- Perform Resident (Structural and Coating Application) Inspections during coating rehabilitation and structural modifications & repairs

Reference: Kimley-Horn & Associates, Inc.

Phone Number: (704) 954-7490

Project Completed



Wet Seal Gas Holder

South Durham Water Treatment Plant

Owner: Durham, North Carolina

Project Description:

- Perform Resident (Structural and Coating Application) Inspections during coating rehabilitation and structural modifications & repairs

Reference: Kimley-Horn & Associates, Inc.

Phone Number: (704) 954-7490

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Mooney Water Storage Tank (635,000 Gallon Standpipe)

Owner: Prince William County Service Authority
Woodbridge, Virginia

Project Description:

- Perform “Dry Tank” Inspection/Evaluation
- Generate Technical Specification for Rehabilitation Project

Reference: Hazen and Sawyer.

Project Completed



Dulles South Composite Water Storage Tanks

Tank #1 (3,000,000 Gallons)

Tank #2 (3,000,000 Gallons)

Owner: Loudoun Water
Ashburn, Virginia

Project Description:

- Perform Structural Inspections during field erection and site construction activities of twin water storage tanks

Reference: Jeremy Hise, P.E.
Hazen and Sawyer

Phone Number: (410) 539-7681

Tank #1 - Project Completed

Tank #2 - Project Completed



Low Moor Substation Fuel Tank

Owner: Dominion Power (Virginia)

Project Description:

- Quality Assurance/Quality Control Coating Inspections (intermittent) during exterior surface preparation and coating applications.

Reference: Mr. Scott Thompson
Dominion Power (Virginia)

Phone Number: (804) 338-6612

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Northern Neck Substation Fuel Tank

Project Completed

Owner: Dominion Power (Virginia)

Project Description:

- Quality Assurance/Quality Control Coating Inspections (intermittent) during exterior surface preparation and coating applications.

Reference: Mr. Scott Thompson
Dominion Power (Virginia)

Phone Number: (804) 338-6612



Gordonsville Power Station Fuel Tank

Project Completed

Owner: Dominion Power (Virginia)

Project Description:

- Quality Assurance/Quality Control Coating Inspections (intermittent) during exterior surface preparation and coating applications.

Reference: Mr. Scott Thompson
Dominion Power (Virginia)

Phone Number: (804) 338-6612



Cole Elevated Potable Water Storage Tank (200,000 Gallons)

Project Ongoing

Owner: Prince William County Service Authority

Project Description:

- Perform standard AWWA M-42 Tank Evaluation (structural and coating systems) for repair and/or rehabilitation projects.
- Generate Technical Specification for Demolition Project.
- Onsite Demolition Inspection/Monitoring

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034



APPENDIX A ADDITIONAL PROJECT REFERENCES

Central Virginia Training Center's Elevated Water Storage Tank #92 (300,000 Gallons)

Owner: Virginia Department of Behavioral Health and
Development Services

Project Description:

- Full-time resident coating Inspection services during the interior surface preparation and coating replacement activities.

Reference: Tom Ashworth
Construction Administrator – Virginia
DBHDS

Phone Number: (804) 371-0314

Project Completed



Central Virginia Training Center's Elevated Water Storage Tank #91 (200,000 Gallons)

Owner: Virginia Department of Behavioral Health and
Development Services

Project Description:

- Full-time resident coating Inspection services during the rehabilitation's surface preparation and coating activities.

Reference: Tom Ashworth
Construction Administrator – Virginia
DBHDS

Phone Number: (804) 371-0314

Project Ongoing



Southside Virginia Training Center's Elevated Potable Water Storage Tank #103 (250,000 Gallons)

Owner: Virginia Department of Behavioral Health and
Development Services

Project Description:

- Full-time resident coating Inspection services during the rehabilitation project's surface preparation and coating activities.

Reference: Tom Ashworth
Construction Administrator

Phone Number: (804) 371-0314

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Southside Virginia Training Center's Elevated Potable Water Storage Tank #102 (500,000 Gallons)

Owner: Virginia Department of Behavioral Health and
Development Services

Project Description:

- Full-time resident coating Inspection services during during the rehabilitation project's surface preparation and coating activities.

Reference: Tom Ashworth
Construction Administrator – Virginia DBHDS

Phone Number: (804) 371-0314

Project Completed



Independence Hill Hydropillar (2,500,000 Gallon Fluted Column Elevated Water Tank)

Owner: Prince William County Service
Authority
Dumfries, Virginia

Project Description:

- Provide full-time Resident Coating Inspection services during the surface preparation and coating activities phase of the new tank project.
- Warranty Repairs Inspection

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



Independent Hill Potable Water Storage Tank (100,000 Gallons)

Owner: Prince William County Service Authority

Project Description:

- Perform Tank Evaluation (structural and coating systems) for demolition project.
- Generate Technical Specification for Demolition Project.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Ongoing



APPENDIX A ADDITIONAL PROJECT REFERENCES

Battery Hill Standpipe (1,500,000 Gallon Ground Storage Reservoir)

Owner: Prince William County Service Authority
Dumfries, Virginia

Project Description:

- Full-time resident coating Inspection services during the rehabilitation project's surface preparation and coating activities.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



Queen Street Elevated Water Storage Tank (75,000 Gallons Riveted Water Storage Tank)

Owner: Town of Tappahannock, Virginia

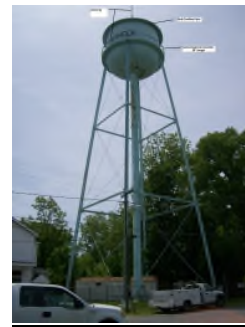
Project Description:

- Generate Technical Specification for Demolition Project.
- Demolition Inspection & Project Management

Reference: G. G. Belfield, Jr.
Town Manager

Phone Number: (804) 443-3336

Project Completed



Tappahannock Elevated Water Storage Tank (200,000 Gallons Waterspheroid)

Owner: Town of Tappahannock, Virginia

Project Description:

- Perform Structural Steel Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: G.G. Belfield
Town Manager

Phone Number: (434) 761-8653

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Penderwood Ground Storage Reservoir (5,000,000 Gallon Ground Storage Reservoir)

Owner: Fairfax County Water Authority
Fairfax, Virginia

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating application activities.
- Warranty Repairs Inspection.

Reference: Bill Harrison, P.E.
Fairfax County Water Authority

Phone Number: (703) 289-6353

Project Completed



James River Correctional Center's Elevated Potable Water Storage Tank (200,000 Gallons)

Owner: Virginia Department of Corrections

Project Description:

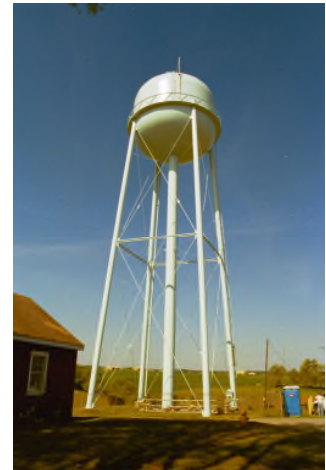
Intermittent Coating Inspection Services

- Interior Wet – Complete Coating Rehabilitation
- Exterior – Spot Prime and Overcoat Application

Reference: James J. Schrecengost
Capital Outlay Program Manager

Phone Number: (804) 6764-3102, Ext. 1232

Project Completed



Chesterfield Unit #13 Correctional Center's Elevated Potable Water Storage Tank (250,000 Gallons)

Owner: Virginia Department of Corrections

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and coating applications.

Reference: James J. Schrecengost
Capital Outlay Program Manager

Phone Number: (804) 6764-3102, Ext. 1232

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Thornburg Elevated Water Storage Tank (250,000 Gallons)

Owner: Spotsylvania County Utilities

Project Description:

- Generate a technical specification for the rehabilitation tank project.
- Provide full-time Resident Coating Inspection services during the rehabilitation project.
- Warranty Inspection

Reference: Chris Edwards, P.E.
Spotsylvania County Utilities

Phone Number: (540) 507-7304

Project Completed



Gordon Road Concrete Reservoir (2,000,000 Gallons – Concrete Ground Storage Reservoir)

Owner: Spotsylvania County Utilities

Project Description:

- Generate a technical specification for the rehabilitation tank project.
- Provide full-time Resident Coating Inspection services during the rehabilitation project.

Reference: Chris Edwards, P.E.
Spotsylvania County Utilities

Phone Number: (540) 507-7304

Project Completed



Mine Road Concrete Reservoir (2,000,000 Gallons – Concrete Ground Storage Reservoir)

Owner: Spotsylvania County Utilities

Project Description:

- Full-time resident coating Inspection services during the rehabilitation project's surface preparation and coating activities.

Reference: Chris Edwards, P.E.
Spotsylvania County Utilities

Phone Number: (540) 507-7304

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Brock Hill Water Storage Tank (200,000 Gallons)

Owner: Spotsylvania County Utilities

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and applications.

Reference: Chris Edwards, P.E.
Spotsylvania County Utilities, Virginia

Phone Number: (540) 507-7304

Project Completed



Sawhill Water Storage Tank (1,000,000 Gallons)

Owner: Spotsylvania County Utilities

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and applications.

Reference: Chris Edwards, P.E.
Spotsylvania County Utilities, Virginia

Phone Number: (540) 507-7304

Project Completed



High School Elevated Water Storage Tank

Owner: Spotsylvania County Public Schools

Project Description:

- Perform Tank Evaluations (structural and coating systems) for repair and/or rehabilitation projects.
- Generate a technical specification for the rehabilitation tank project.

Reference: Director of Maintenance/Operations
Spotsylvania County Public Schools.

Phone Number: (540) 582-5894

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Courtland Hydropillar (1,000,000 Gallons)

Owner: Spotsylvania County Utilities

Project Description:

- Full-time resident coating Inspection services during the interior surface preparation and coating replacement activities.

Reference: Spotsylvania County Utilities

Phone Number: (540) 507-7305

Project Completed



Carr #2 – New Elevated Water Storage Tank (1,500,000 Gallon Elevated Water Tank)

Owner: Leesburg, Virginia

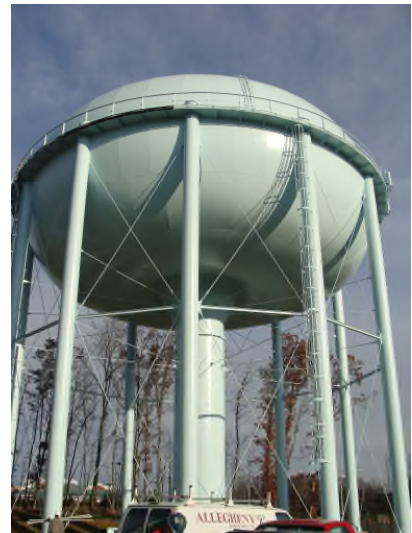
Project Description:

- Perform Shop Inspection of surface preparation and primer coat application activities.
- Perform Structural Steel and Coating Application Inspections during field erection and site construction activities)

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



Carr #1 Potable Water Storage Tank (1,500,000 Gallon Elevated Water Tank)

Owner: Leesburg, Virginia

Project Description:

- Perform Resident (Structural and Coating Application) Inspections during lead based coating rehabilitation and structural modifications & repairs.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



APPENDIX A ADDITIONAL PROJECT REFERENCES

Hogback Mountain Standpipe (1,000,000 Gallon Potable Water Storage Tank)

Owner: Leesburg, Virginia

Project Description:

- Perform Resident (Structural and Coating Application) Inspections during lead based coating rehabilitation and structural modifications & repairs.

Reference: Town of Leesburg, Virginia

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



Sycolin Composite Tank (1,500,000 Gallon Potable Water Storage Tank)

Owner: Leesburg, Virginia

Project Description:

- Perform Structural Inspections during field erection
- Resident Coating Inspections during surface preparation and applications.

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Completed



Hospital Standpipe (1,500,000 Gallon Potable Water Storage Tank)

Owner: Leesburg, Virginia

Project Description:

- Perform Site Review of existing conditions
- Perform Resident Coating Application Inspections during Interior Wet coating rehabilitation and Exterior Overcoat operations

Reference: Aaron Duke, P.E.
Hazen and Sawyer

Phone #: (703) 218-2034

Project Ongoing



APPENDIX A ADDITIONAL PROJECT REFERENCES

Embrey Mill Potable Water Storage Tank (300,000 Gallon Waterspheroid)

Owner: Stafford County, Virginia

Project Description:

- Resident Coating Inspections during surface preparation and coating applications.

Reference: Mr. Marcus E. Simes, PE
NASH Stafford, LLC

Phone Number: (703) 917-4174

Project Completed



TWO (2), 40,000 GALLON HORIZONTAL HYDRO-PNEUMATIC WATER STORAGE TANKS

Owner: Mount Vernon Estates

Project Description:

- Perform standard AWWAA M-42 Tank Evaluations (structural and coating systems) for repair and/or rehabilitation projects.

Reference: Mr. John Davis
Department of Maintenance/Operations
Mount Vernon Estates.

Phone Number: (703) 303-9322

Project Completed



Benjamin Harrison Memorial Bridge Coating Rehabilitation Project

Owner: Commonwealth of Virginia

Project Description:

- Generate contract documents, project management and full-time resident coating inspection services during the two-year project rehabilitation.
- The two (2) year coating rehabilitation phase was a lead based paint containment project.

Reference: Virginia Department of
Transportation

Project Completed



TAB #08

APPENDIX B

**STRUCTURAL
INSPECTION
REPORT**



PROJECT DIARY
CONSTRUCTION INSPECTION
QCS Form No. 117

Day/Date: Monday/03-27-2017 Report # 004 Page 1 of 22
Project No.: TO-006-EL-026-001/Pedespheroid Inspector: William E. Pybus
Project Name: Tank Owner-Elevated Water Tank Client: ENGINEERS USA

I. SITE INFORMATION

Contractor: Tank Contractor
Site Supervisor/Foreman: Site Supervisor
Crew Size: Six (6) including the Supervisor & Foreman Work Hours: Unknown
Tank Type: 1,000,000 Gallon Waterspheroid Dimensions: 74' dia. X 40' Head Range X 179'-7" Height

II. PROJECT WORK STATUS:

- Base Cone - Door Opening Assembly not yet installed. Interior Piping brackets have been attached.
Base Cone - Exterior Concrete Pad and Bollards installed at front of current Base Cone Door Opening
No current operations on the exterior and interior dry Pedestal can sections (PR2/P1, P2-P3, P4-P5, P6-P7, P8/PR5 & 3/C1/PR4). No Access for Full Inspection.
Cone Sections (C2, C3, C4, C5) weld operations ongoing. Square access opening cut in C2 Section.
Shell Sections S1, S2, S3, & S4 installed. Weld and grinding operations (Interior Wet & Exterior) ongoing on vertical and horizontal joints.
Tank S5 Sub-assembly sections are being welded at grade to be installed on the roof.

III. TODAY'S WORK ACTIVITIES:

- Contractor's crew are using a jib crane attached to the Access Tube to maneuver the welders' stage sections to complete exterior welding operations on the S3/S4 Shell courses.
Contractor's crew performing weld repairs to the horizontal and vertical butt joints on the interior wet Shell Sections S3/S4. Temporary scaffolding in place for access.

IV. INSPECTION FINDINGS:

- Welders onsite as follows:
Deficient welds noted and marked with sidewalk chalk by QCS Inspector. Foreman and Lead Pusher were informed about noted deficient areas. Welding and grinding operations performed in process for S2/S3 & C5/S1 horizontal and vertical weld repairs.
Exterior Visual Inspection of the erected Base Cone, Pedestal, Cone, & Shell Courses. No close-up access means to areas to markup for correction.

Corrective Actions Report (CAR) Attached: [] Yes [x] No CAR #(S):
Inspector: William E. Pybus



PROJECT DIARY
CONSTRUCTION INSPECTION
QCS Form No. 117

Day/Date: Monday/03-27-2017

Report # 004

Page 2 of 22

Project No.: TO-006-EL-026-001/Pedespheroid

Inspector: William E. Pybus

IV. INSPECTION FINDINGS (continued):

- Visually inspection of interior dry welds' repair areas was not performed as welding/grinding corrections have been performed since the last site visit on March 23, 2017 per Foreman
- Visual reinspection of interior wet weld repairs of Cone (C2-C3-C4-C5) and Shell (S1-S4) Courses found some weld discontinuities areas to be repaired and ground.
 1. Cone (C2-C3-C4-C5) Sections
 - a) Contractor still removing some erection scab marks on C2/C3/C4 plates. Horizontal C2/C3 joint weld has been mostly ground. Some spot areas require further welding and grinding repairs.
 - b) Several C3, C4, and C5 plate areas require further grinding to remove clamp gouges.
 - c) Some rough and sharp edges were ground and contoured as required.
 2. Shell Sections S1, S2; & S3,
 - a) Horizontal S2/S3 joint weld has been ground. Some areas require further welding and grinding to remove noted weld discontinuities and sharp edges left from grinding operations.
 - b) S2/S3 horizontal weld and grinding repairs performed and reinspected for compliance.
 3. Shell S5 Sub-assembly sections
 - a) Radial angle rafters require grinding to radius the shard edges on angle ends.

V. PROJECT SPECIFICATION:

- Acceptable welds appear to comply with the Project Specification and AWWA D-100 based on today's visual inspection.
- Equipment onsite: Contractor's Work Trailer, Lincoln Welding Machines (LN 25 RED-D-ARC), Crane etc.

VI. UPCOMING WORK SCHEDULE:

- Contractor's crew to complete welding operations on the horizontal joints of the Shell Sections (S3/S4) and lower Cone Sections.
- Relocate the temporary walkway along the the Interior Wet at the S2/S3 horizontal joint.
- Contractor to start installation of Shell/Roof plates (S5 & S6).

VII. RECOMMENDATIONS/COMMENTS:

- 1) Reviewed the observed defects and work status with Foreman and his Lead
- 2) Contractor crew's work rotation ending with crew going home for a week starting Wednesday. They will return the following week.



Photo #: 1

Description: Interior Wet: General view of a upper cone sections (C4 & C5) and lower shell courses (S1 & S2).



Photo #: 2

Description: Interior Wet: Vertical S1 weld joint requires further grinding to remove a rough area.



Photo #: 3

Description: Interior Wet: General view of a upper cone sections (C4 & C5) and lower shell courses (S1 & S2).



Photo #: 4

Description: Interior Wet: Close-up view of weld and grinding repair areas along C5/S1 circumferential joint.



Photo #: 5

Description: Interior Wet: General view of a upper cone sections (C4 & C5) and shell courses (S1, S2, S3, & S4). Crewmen performing weld pickups and grinding repair on S2/S3 circumferential joint.

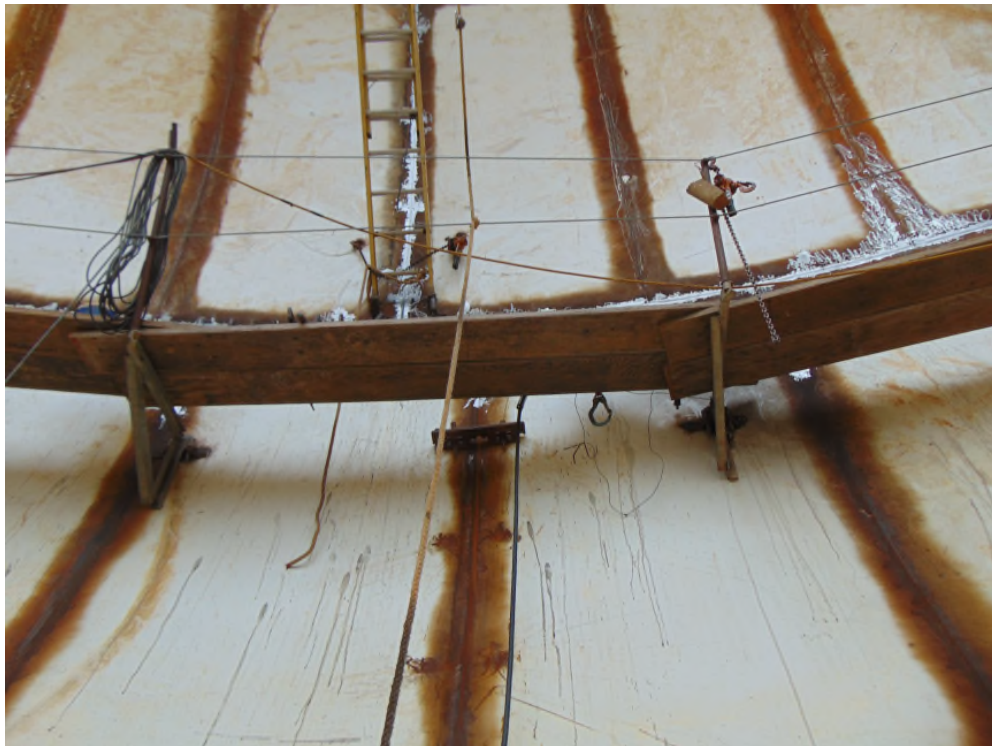


Photo #: 6

Description: Interior Wet: General view of a shell courses (S2 & S3). Restraint brackets still in place on S2 vertical joints.



Photo #: 7

Description: Interior Wet: Weld repair area on S1 shell section noted and marked with sidewalk chalk for grinding repair.



Photo #: 8

Description: Interior Wet: Grinding repair area on C5/S1 circumferential joint.



Photo #: 9

Description: Interior Wet: Grinding repair areas along C5/S1 circumferential joint. Sharp edges along the bottom of weld require further contour.



Photo #: 10

Description: Interior Wet: Grinding repair spots along C5/S1 plate sections due to lifting clamp gouges.



Photo #: 11

Description: Interior Wet: Close-up view of Photo #10 showing the lifting clamp gouges that require further grinding repair.



Photo #: 12

Description: Interior Wet: Close-up view of Photo #10 showing the lifting clamp gouges that require further grinding repair.



Photo #: 13
Description: Interior Wet: General view of S3 vertical joint.



Photo #: 14
Description: Interior Wet: View of S1, S2, S3, & S4 courses.



Photo #: 15

Description: Interior Wet: Contractor has been performing weld and grinding pick up repairs along S2/S3 horizontal and vertical welds previously noted on March 23 by QCS and NDT inspectors.



Photo #: 16

Description: Interior Wet: Contractor has been performing weld and grinding pick up repairs along S2/S3 horizontal and vertical welds previously noted on March 23 by QCS and NDT inspectors.



Photo #: 17

Description: Interior Wet: Contractor performed weld and grinding pick up repairs along S3 vertical welds noted during last inspection on March 24.



Photo #: 18

Description: Interior Wet: Grinding repair pickup area on S3 vertical weld exhibiting sharp edges.



Photo #: 19

Description: Interior Wet: Weld and grinding pick up repair along S2/S3 horizontal and vertical welds noted during today's inspection.



Photo #: 20

Description: Interior Wet: View of S2 vertical weld with the adjacent temporary walkway bracket to be removed on plate.



Photo #: 21

Description: Interior Wet: View of S2 vertical weld with the restraint bracket not yet removed from adjoining plates.



Photo #: 22

Description: Interior Wet: Weld and grinding pick up repair along S2/S3 horizontal weld previously noted on March 23 by QCS and NDT inspectors.



Photo #: 23

Description: Interior Wet: Contractor performing weld and grinding pick up repairs along C5/S1 horizontal and vertical welds noted during today's inspection.



Photo #: 24

Description: Interior Wet: Contractor performed weld and grinding pick up repairs along S2/S3 horizontal and vertical welds noted during today's inspection.



Photo #: 25

Description: Interior Wet: Contractor performing weld and grinding pick up repairs along C5/S1 horizontal and vertical welds noted during today's inspection.



Photo #: 26

Description: Welders are assembling S5 plate sections for subsequent lifting to roof.



Photo #: 27

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 28

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 29

Description: Interior Wet: View of S5 plate sections with radial angle brackets.



Photo #: 30

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 31

Description: Welders are assembling S5 plate sections for subsequent lifting and installation to roof.



Photo #: 32

Description: Interior Wet: View of S5 plate sections with radial angle brackets.



Photo #: 33

Description: Welders are assembling S5 plate sections for subsequent lifting and installation to roof.



Photo #: 34

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 35

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 36

Description: Welders are assembling S5 plate sections for subsequent lifting and installation to roof.



Photo #: 37

Description: Interior Wet: View of S5 plate sections with radial angle brackets.



Photo #: 38

Description: Interior Wet: View of S5 plate sections with radial angle brackets. Sharp corner edges at the rafter's end were brought to the attention of Foreman for further grinding to be properly radiused.



Photo #: 39

Description: Caldwell welders are assembling S5 plate sections for subsequent lifting and installation to roof.

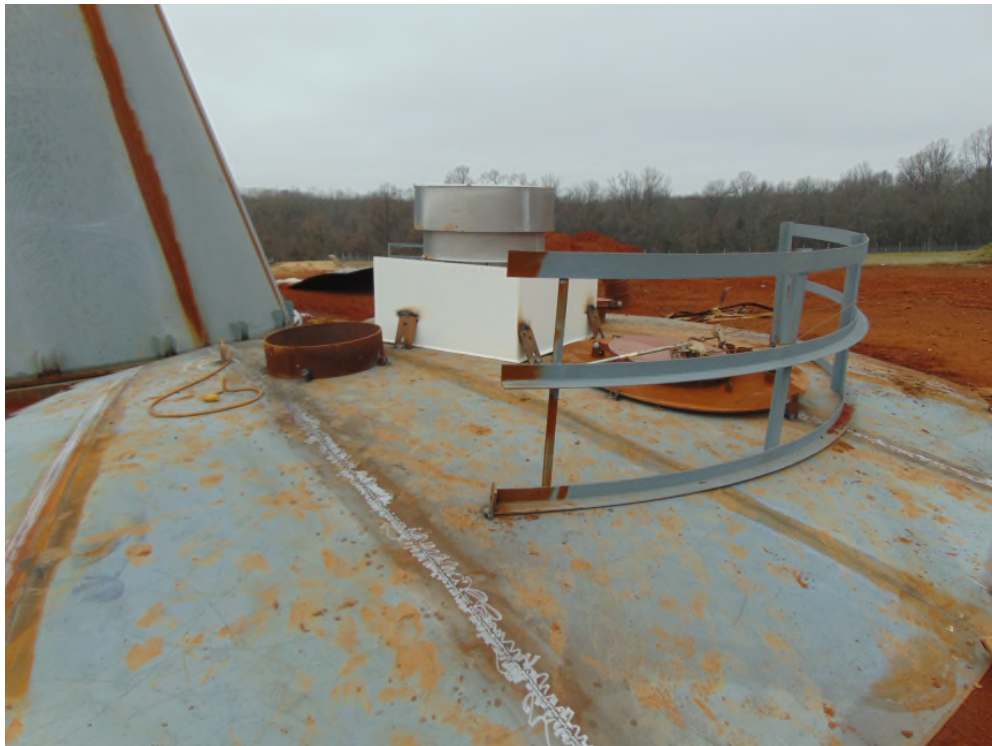


Photo #: 40

Description: Welders are assembling S5 plate sections for subsequent lifting and installation to roof.

TAB #08

APPENDIX C

**COATING
INSPECTION
REPORT**



**PROJECT DIARY
DAILY WORK ACTIVITY SHEET**
QCS Form No. 101

Day/Date: Friday / December 30, 2011 Report #027 Page 1 of 14
 Project No.: Tank Owner-002-EL-008-001 Inspector: William E. Pybus (IP)
 Project Name: HYDROPILLAR Tank #2 Client: ENGINEERS LLC/TANK OWNER

I. SITE INFORMATION

Contractor: Painting Contractor

- Site Supervisor/Foreman: Site Supervisor/Foreman –SPFs
- Crew Size (Not Including Supervisor & Foreman): One (1) Work Hours: ~0800 – 1630

Weather: (AM) –Mostly Cloudy Skies. Wind – Calm. Ambient Temps - Low to Upper 40s .
(PM) – Partly Cloudy Skies. Wind – 4 to 6 moh/S. Ambient Temps - Upper 40s to Low 50s.

II. WORK ACTIVITY ENTRIES:

1) 0930: QCS Inspector arrived onsite and met with Tank Owner and Site Painting Foreman (SPF).
SPF has one crewmen onsite to help him with surface preparation and coating touchup operations.

Today's Work Activities

- a) Review remaining punchlist items
- b) Contractor to perform surface preparation and coating touchup operations on punchlist surfaces (Interior & Exterior) in accordance with the Project Specification and applicable SSPC-SP Standards.
- c) Primer Touchup Application to cleaned punchlist surfaces (Interior & Exterior) that are compliant with the Project Specification and applicable SSPC-SP Standards

2) 1000 – 1200: Tank Owner Representative performed a walkdown of the interior & exterior punchlist items to be corrected with QCS Inspector Pybus and SPF. The following punchlist items were sent in an e-mail from Tank Owner Representative to Office Manager, Paint Contractor on 12-02-2011:

- “1. Modify the toe boards as required to provide a minimum of one inch clearance below the toe boards.*
- 2. Clean debris and paint from the two 2-inch drains – remove, clean and replace the two 2-inch gate valves to confirm that they are not clogged.*
- 3. Remove the cathodic protection hand hole cover plates, clean, prepare, and paint the area under the plates.”*

In reviewing the punchlist item #1 with Tank Owner, it was noted that the roof plates would flex as the tank was filled with water and the toeboard/roof plate spacing would increase. It was also discussed that only three sections of the handrail toe-board would be likely to retain any residual snow or ice and that an buildup along the three sections would not structurally impact the tank.

It was also noted that while the exterior roof plates were covered in ice earlier this morning, the ice is now melting. The contractor plans to perform surface preparation and coating touchup activities on Punchlist Item #3. Contractor does anticipate surface preparation and coating repairs to take more than a couple of hours.

Corrective Actions Report (CAR) Attached: Yes No CAR #(S): N/A

Inspector: William E. Pybus (Signature On File)



PROJECT DIARY
DAILY WORK ACTIVITY SHEET
QCS Form No. 102

Day/Date: Friday / December 30, 2011

Report #027

Page 2 of 14

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

II. WORK ACTIVITY ENTRIES (Continued)

3) 1200 - 1615: See attached Photos

a) Punchlist Item #1 has been resolved. Contractor will not be required by Tank Owner to make any further corrections.

b) Punchlist Item #2: Contractor performing initial cleanout using a portable shop-vac unit. Due to the narrow diameter of the drain line hand-tool cleaning using a wire brush and scraping implement was the most effective surface preparation method available at this time. Contractor applied Tnemec's N140 PotaPox Plus Epoxy as the primer coat using a two (2) inch brush.

- Surface preparation and primer coat activities observed on both drain lines. See attached photos.

c) Punchlist Item #3: Contractor had some problems removing the sixteen (16) Cathodic Protection cover plates in the roof. Corrosion from the residual abrasive blast media deposited during the interior wet blast cleaning operations and coating film damage were prepared by SSPC SP-2 "Hand-tool cleaning methods" (Scraping, sanding with 60 grit sandpaper, & wire brush). Contractor applied Tnemec's N140 PotaPox Plus Epoxy as the primer coat using a two (2) inch brush and a four (4) inch pencil roller. See attached Photos. Contractor also performed surface preparation and primer coat touchup application for two (2) sections of the center circular roof handrail.

4) 1630: Contractor and QCS Inspector Pybus departed the Jobsite. The Contractor will inform Tank Owner as to their schedule for Finish Coat application for the exterior roof touchup areas and coating touchup repairs required by the installation of the new interior wet mixing system.



PROJECT DIARY
SURFACE PREPARATION HOLD POINTS
 QCS Form No. 103

Day/Date: Friday / December 30, 2011

Report #027

Page 3 of 14

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

I. WORK ITEM(S) / AREA DESCRIPTION

Exterior Roof Plate Surfaces at the Sixteen (16) Cathodic Protection Hand-holes

Exterior Roof: Center Circular Roof Handrail – two sections.

II. SURFACE PREPARATION ACTIVITIES

Steel Concrete Other

ACC	REJ	N/A	Start <u>1200</u>	Finish <u>1540</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(A) Structural Pre-inspection: Any Defects Noted (Weld Spatter, Laminations, Sharp Edges, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, Corrected Per Specification? <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(B) Surface Required to be Pre-Cleaned: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Required Pre-Cleaning Method: _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(C) Oil & Grease Present: If Yes, Corrected Per Specification? <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(D) Ambient Conditions (Relative Humidity <85% Per Specification)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(E) Surface Preparation Method Used: SP-1 <input type="checkbox"/> SP-2 <input checked="" type="checkbox"/> SP-3 <input type="checkbox"/> SP-5 <input type="checkbox"/> SP-6 <input type="checkbox"/> SP-7 <input type="checkbox"/> SP-10 <input type="checkbox"/> SP-11 <input type="checkbox"/> SP-12 <input type="checkbox"/> SP-13 <input type="checkbox"/> SP-14 <input type="checkbox"/> SP-15 <input type="checkbox"/> Other <input type="checkbox"/> Equipment: <u>Scrapers, 60 grit Sandpaper, wire brush</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(F) Abrasive Type & Grade: _____ Abrasive Sample: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(G) Abrasives Test (Vial Test): Visual _____ / pH _____	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(H) Abrasive Additive <u>N/A</u> Abrasive/Additive Sample: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(I) Air Supply – Blotter Checks <input type="checkbox"/> Oil & Water Separator(s) _____ <input type="checkbox"/> Air After-Cooler <input type="checkbox"/> Other <u>One Desiccant Air Filter Tank</u> <input type="checkbox"/> None	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(J) Surface Contaminant Analysis Test Nitrates <u>N/A</u> Chlorides <u>N/A</u> Sulfates <u>N/A</u> Contaminants Removed Per Specification Method: <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(K) Anchor Profile Specified: <u>1.0</u> to <u>3.0</u> mils/Average: <u>N/A</u> mils Inspection Equipment: <input checked="" type="checkbox"/> Testex Tape, <input type="checkbox"/> KTA Comparator, <input type="checkbox"/> Other _____ Inspection Equipment ID.: <u>Testex Micrometer – S/N KTA 174010</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(L) Surface Clean For Coating Application (?): Tape Test <u>N/A</u> Visual <u>YES</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(M) Spent Waste Collected and Stored in accordance w/Specification Requirements	

COMPRESSOR MANUFACTURER	CAPACITY (CFM)	NUMBER/SIZE OF BLAST NOZZLES	NOZZLE OUTPUT PRESSURE
N/A	N/A	N/A	N/A

(*) Rejected Items Corrected: Yes (Describe in Daily Work Activities Sheet)
 No (Corrective Actions Report # _____)
 N/A



PROJECT DIARY
SURFACE PREPARATION HOLD POINTS
 QCS Form No. 103

Day/Date: Friday / December 30, 2011

Report # 027

Page 4 of 14

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

I. WORK ITEM(S) / AREA DESCRIPTION

Interior Wet – Two (2) Drain Hole Couplings in the Tank Bottom

II. SURFACE PREPARATION ACTIVITIES

Steel Concrete Other

Start 1400 Finish 1530

ACC	REJ	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(A) Structural Pre-inspection: Any Defects Noted (Weld Spatter, Laminations, Sharp Edges, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, Corrected Per Specification? <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(B) Surface Required to be Pre-Cleaned: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Required Pre-Cleaning Method: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(C) Oil & Grease Present: If Yes, Corrected Per Specification? <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(D) Ambient Conditions (Relative Humidity <85% Per Specification)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(E) Surface Preparation Method Used: SP-1 <input type="checkbox"/> SP-2 <input checked="" type="checkbox"/> SP-3 <input type="checkbox"/> SP-5 <input type="checkbox"/> SP-6 <input type="checkbox"/> SP-7 <input type="checkbox"/> SP-10 <input type="checkbox"/> SP-11 <input type="checkbox"/> SP-12 <input type="checkbox"/> SP-13 <input type="checkbox"/> SP-14 <input type="checkbox"/> SP-15 <input type="checkbox"/> Other <input type="checkbox"/> Equipment: <u>Scrapers, 60 grit Sandpaper, wire brush</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(F) Abrasive Type & Grade: _____ Abrasive Sample: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(G) Abrasives Test (Vial Test): Visual _____ / pH _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(H) Abrasive Additive <u>N/A</u> Abrasive/Additive Sample: <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(I) Air Supply – Blotter Checks <input type="checkbox"/> Oil & Water Separator(s) _____ <input type="checkbox"/> Air After-Cooler <input type="checkbox"/> Other <u>One Desiccant Air Filter Tank</u> <input type="checkbox"/> None
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(J) Surface Contaminant Analysis Test Nitrates <u>N/A</u> Chlorides <u>N/A</u> Sulfates <u>N/A</u> Contaminants Removed Per Specification Method: <input type="checkbox"/> Yes - Method: _____ <input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(K) Anchor Profile Specified: <u>1.0</u> to <u>3.0</u> mils/Average: <u>N/A</u> mils Inspection Equipment: <input checked="" type="checkbox"/> Testex Tape, <input type="checkbox"/> KTA Comparator, <input type="checkbox"/> Other _____ Inspection Equipment ID.: <u>Testex Micrometer – S/N KTA 174010</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(L) Surface Clean For Coating Application (?): Tape Test <u>N/A</u> Visual <u>YES</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(M) Spent Waste Collected and Stored in accordance w/Specification Requirements

COMPRESSOR MANUFACTURER	CAPACITY (CFM)	NUMBER/SIZE OF BLAST NOZZLES	NOZZLE OUTPUT PRESSURE
N/A	N/A	N/A	N/A

(*) Rejected Items Corrected: Yes (Describe in Daily Work Activities Sheet)
 No (Corrective Actions Report # _____)
 N/A



PROJECT DIARY
COATING APPLICATION HOLD POINTS
 QCS Form No. 105

Day/Date: Friday / December 30, 2011

Report # 027

Page 5 of 14

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

I. WORK ITEM(S) / AREA DESCRIPTION

Exterior Roof Plate Surfaces at the Sixteen (16) Cathodic Protection Hand-holes

Exterior Roof: Center Circular Roof Handrail – two sections.

*Exterior Roof - Primer Touchup

II. Application **Primer** Intermediate Finish **Touchup** Other

ACC REJ N/A Start 1330 Finish 1530

ACC	REJ	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(A) Previous Coating Ready for Next Specified Coating Application (1) Recoat/Cure Time Period Achieved <u>N/A</u> hrs/days; <input type="checkbox"/> Yes <input type="checkbox"/> No (2) Dry Film Thickness (AVG): <u>N/A</u> mils. See DFT Report # _____ (3) Film Quality: See Coating Inspection Report # <u>N/A</u> ; (4) Surface Cleanliness in accordance with Specification: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(B) Environmental Conditions Per Specification: (1) Air Temperature - Minimum <u>N/A</u> °F/ Maximum. <u>N/A</u> °F (2) Surface Temperature - Minimum <u>50</u> °F Maximum <u>135</u> °F (3) Maximum Wind Velocity <u>N/A</u> mph
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(C) Time Duration Per Specification: Surface Preparation Completion to Application < <u>8</u> hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(D) Surrounding Air Cleanliness in accordance with Specification for Coating Application Ventilation Equipment (Description): <u>N/A</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(E) Coating Product: <u>Tnemec N140 PotaPox Plus</u> Color: <u>Tank White</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(F) Weld seams/Edges Wet Striped Per Specification: Brush <input type="checkbox"/> Roller <input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(G) Application Method; Brush <input checked="" type="checkbox"/> Roller <input checked="" type="checkbox"/> Airless Spray <input type="checkbox"/> Conventional Spray <input type="checkbox"/> Other <input type="checkbox"/> Description <u>2" & 4" Brushes & 4" Mini (Pencil) Rollers</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(H) Wet Film Thickness Readings (<u>4.0</u> to <u>6.0</u> mils) Average <u>N/A</u> mils Readings Obtained By: Inspector <input type="checkbox"/> Contractor <input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(I) Air Supply – Blotter Checks

(*) Rejected Items Corrected: Yes (Describe in Daily Work Activities Sheet)
 No (Corrective Actions Report # _____)
 N/A

III. COMMENTS:

Contractor wiping area using a clean dry cloth to remove moisture from melting ice. See attached photos



PROJECT DIARY
COATING APPLICATION HOLD POINTS
 QCS Form No. 105

Day/Date: Friday / December 30, 2011

Report # 027

Page 6 of 14

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

I. WORK ITEM(S) / AREA DESCRIPTION

Interior Wet – Two (2) Drain Hole Couplings in the Tank Bottom

II. Application **Primer** Intermediate Finish **Touchup** Other

ACC REJ N/A Start 1520 Finish 1530

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(A) Previous Coating Ready for Next Specified Coating Application (1) Recoat/Cure Time Period Achieved <u>N/A</u> hrs/days; <input type="checkbox"/> Yes <input type="checkbox"/> No (2) Dry Film Thickness (AVG): <u>N/A</u> mils. See DFT Report # _____ (3) Film Quality: See Coating Inspection Report # <u>N/A</u> ; (4) Surface Cleanliness in accordance with Specification: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(B) Environmental Conditions Per Specification: (1) Air Temperature - Minimum <u>N/A</u> °F/ Maximum. <u>N/A</u> °F (2) Surface Temperature - Minimum <u>50</u> °F Maximum <u>135</u> °F (3) Maximum Wind Velocity <u>N/A</u> mph
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(C) Time Duration Per Specification: Surface Preparation Completion to Application < <u>8</u> hours
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(D) Surrounding Air Cleanliness in accordance with Specification for Coating Application Ventilation Equipment (Description): <u>N/A</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(E) Coating Product: <u>Tnemec N140 PotaPox Plus</u> Color: <u>Tank White</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(F) Weld seams/Edges Wet Striped Per Specification: Brush <input type="checkbox"/> Roller <input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(G) Application Method; Brush <input checked="" type="checkbox"/> Roller <input checked="" type="checkbox"/> Airless Spray <input type="checkbox"/> Conventional Spray <input type="checkbox"/> Other <input type="checkbox"/> Description <u>2" & 4" Brushes</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(H) Wet Film Thickness Readings (<u>4.0</u> to <u>6.0</u> mils) Average <u>N/A</u> mils Readings Obtained By: Inspector <input type="checkbox"/> Contractor <input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(I) Air Supply – Blotter Checks

(*) Rejected Items Corrected: Yes (Describe in Daily Work Activities Sheet)
 No (Corrective Actions Report # _____)
 N/A

III. COMMENTS:

Contractor using a Shop-vac unit to remove debris from the interior drain line.



**PROJECT DIARY
COATING DATA
QCS Form No. 106**

Day/Date: Friday / December 30, 2011

Report #**027**

Page **7** of **14**

Project No.: Tank Owner-002-EL-008-001

Inspector: William E. Pybus (IP)

I. ENVIRONMENTAL CONDITIONS DATA

Psychrometer: <u>Bacharach (Sling) – #K 79850</u>	Surface Thermometer(s): <u>Raytek MiniTemp – #K 97697</u>			
Time	<u>1400</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Weather Conditions	<u>Partly Cloudy</u>			
Wind Speed (mph) & Direction	<u>4 - 6 /S</u>			
Air Temperature (°F)	<u>51</u>			
Wet Bulb Temperature (°F)	<u>42</u>			
Surface Temperature: High (°F)	<u>53</u>			
Surface Temperature - Low (°F)	<u>50</u>			
Dew Point (F)	<u>30</u>			
Relative Humidity	<u>45</u>			

II. COATING MIX DATA

TIME OF MIX	<u>1400</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Product Manufacturer	<u>Tnemec</u>			
Product Identification	<u>N140</u>			
Color Designation	<u>Tank White</u>			
Batch #: Part A	<u>BA2011080262</u>			
Batch #: Part B	<u>BA2011080157</u>			
Batch #: Part (X)	<u>NA</u>			
Amount Mixed (gallons)	<u>0.5</u>			
Thinner Specified	<u>#4</u>			
Thinner/Batch #	<u>N/A</u>			
Thinner/Amt. (oz.)	<u>Not Observed</u>			
Accelerator I.D.	<u>N/A</u>			
Accelerator/Batch #	<u>N/A</u>			
Accelerator/Amt.	<u>N/A</u>			
Material Temperature (°F)	<u>Not Observed</u>			
Induction Time Period	<u>30 minutes</u>			
Pot Life (Hrs.)	<u>8 hrs. @ 77°F</u>			

ACC REJ N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(A) Coating Material Components Stored Per Specification Requirements

(B) Agitated Per Manufacturer's Instructions: Mechanically Agitated

Material used for spray application screened per manufacturer's instructions? Yes No N/A

Disposal of unused mixed material: Removed from Jobsite

(*) Rejected Items Corrected: Yes (Describe in Daily Work Activities Sheet)
 No (Corrective Actions Report # _____)
 N/A



Photo #: 1

Description: Exterior: General View Of HYDROPILLAR Tank #2.

Photo #: 2

Description: Interior Wet: View of the Tank Bowl and pressure style bowl manway.

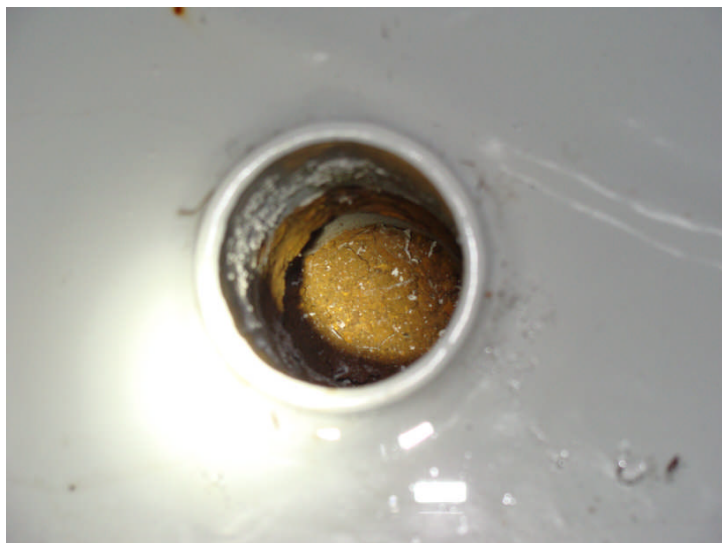


Photo #: 3

Description: Interior Wet: Close-up view of one of the two (2) drain lines located in the Tank Bowl section. Interior surfaces require further surface preparation and coating touchup repairs.

Photo #: 4

Description: Interior Wet: Close-up view of the other drain line located in the Tank Bowl section. Interior surfaces require further surface preparation and coating touchup repairs.



Photo #: 5

Description: Interior Wet: Contractor performing cleanout & surface preparation of the the two (2) drain lines located in the Tank Bowl section in order to perform coating touchup repairs.

Photo #: 6

Description: Interior Wet: Close-up view of coating touchup repairs to one of two (2) drain lines located in the Tank Bowl section.



Photo #: 7

Description: Interior Wet: Close-up view of coating touchup repairs to the other drain line located in the Tank Bowl section.

Photo #: 8

Description: Exterior: Coating film damage to the circular center roof handrail requires touchup repairs.

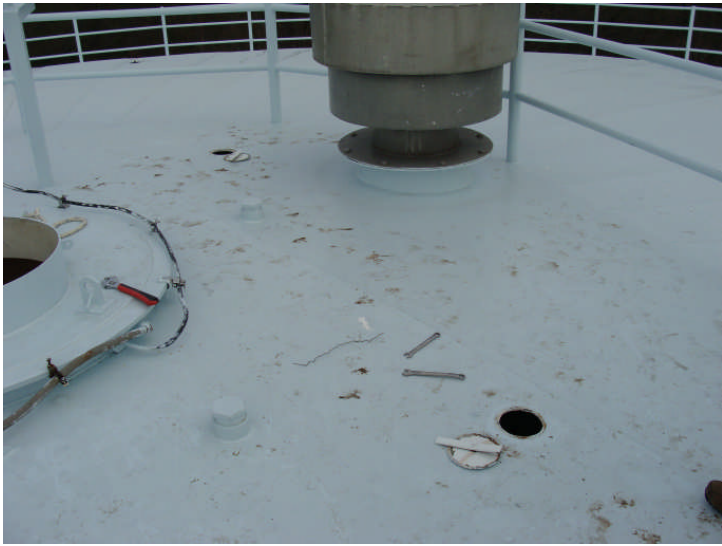


Photo #: 9

Description: Exterior: View of the Cathodic Protection Holes and cover plates located inside the perimeter of the Center Roof Handrail.

Photo #: 10

Description: Exterior: Closeup view of Photo #9.



Photo #: 11

Description: Exterior: Contractor performing handtool cleaning (scraper & sandpaper) of the deficient coating film areas of each CP hand hole in the roof plates.

Photo #: 12

Description: Exterior: Contractor performing handtool cleaning (scraper & sandpaper) of the deficient coating film areas of each CP hand hole in the roof plates.



Photo #: 13

Description: Exterior: Contractor performing handtool cleaning (scraper & sandpaper) of the deficient coating film areas of each CP hand hole in the roof plates.

Photo #: 14

Description: Exterior: Contractor performing coating touchup repairs to handtool cleaning (scraper & sandpaper) areas of each CP hand hole in the roof plates.

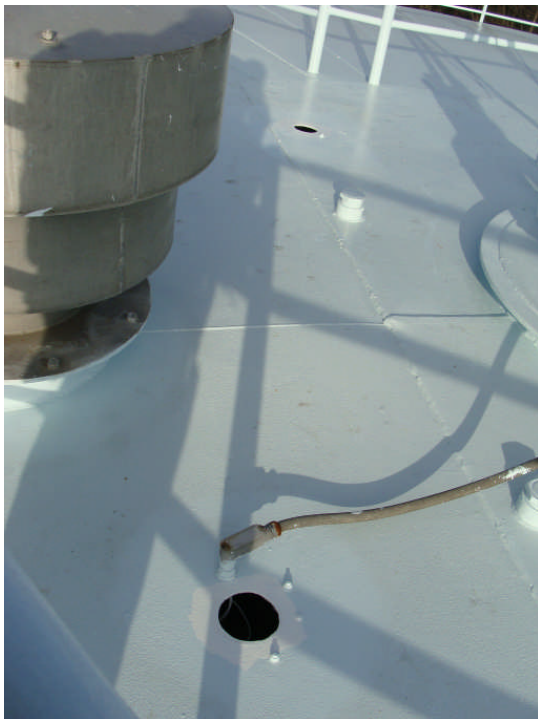


Photo #: 15

Description: Exterior: View of Cathodic Protection holes inside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.

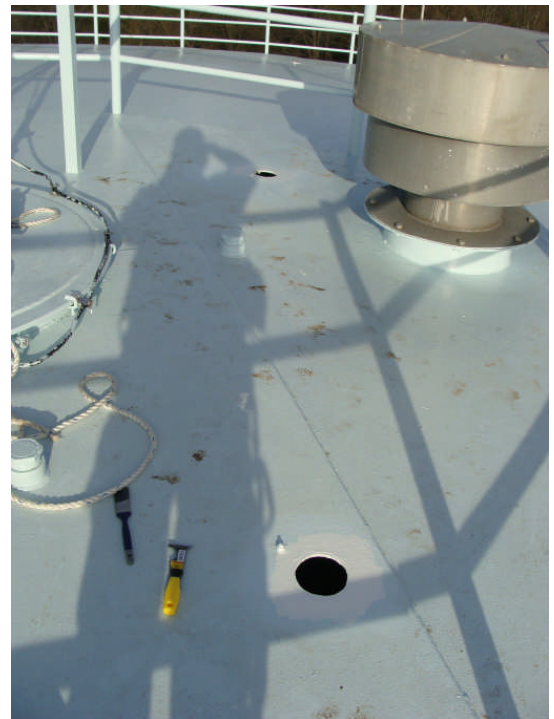


Photo #: 16

Description: Exterior: View of Cathodic Protection holes inside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.

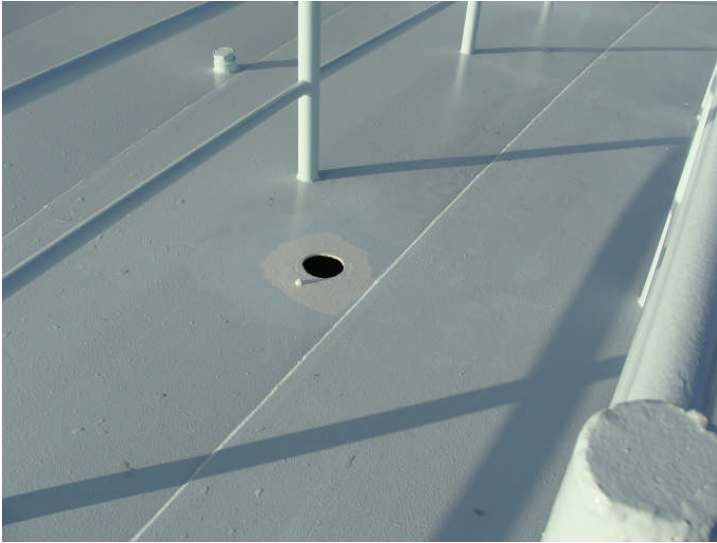


Photo #: 17

Description: Exterior: View of Cathodic Protection hole inside the perimeter of the radial roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 18

Description: Exterior: View of Cathodic Protection holes outside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.

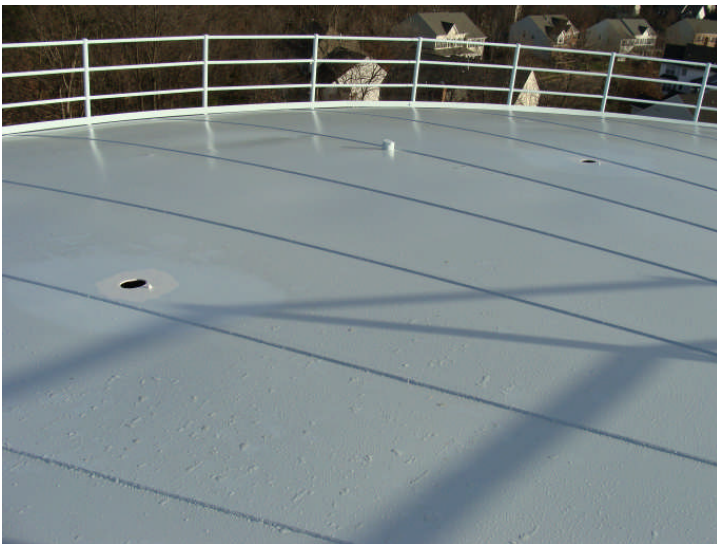


Photo #: 19

Description: Exterior: View of Cathodic Protection holes outside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.

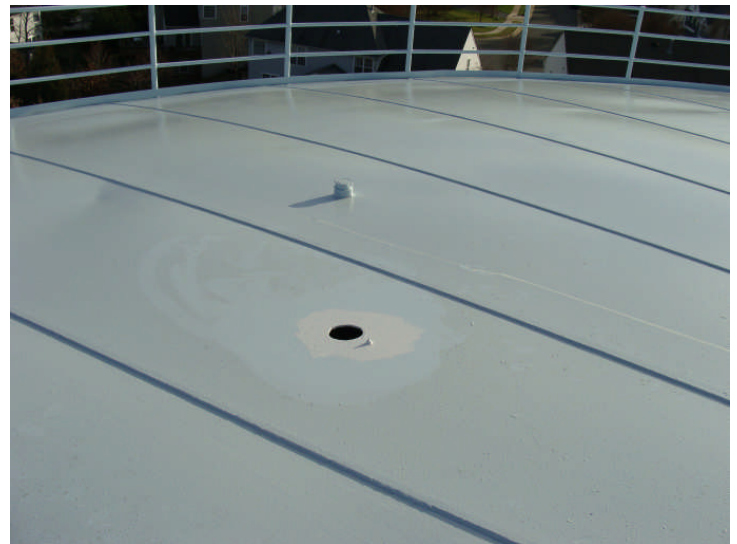


Photo #: 20

Description: Exterior: View of a Cathodic Protection hole outside the perimeter of the center roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.

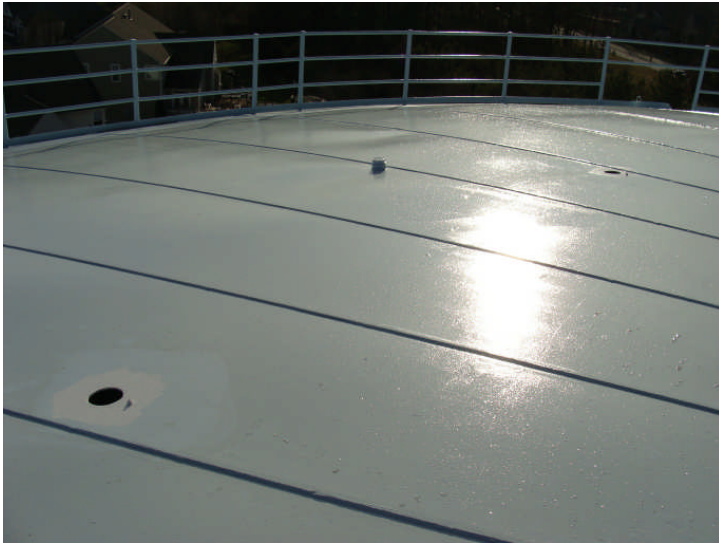


Photo #: 21

Description: Exterior: View of Cathodic Protection holes outside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.

Photo #: 22

Description: Exterior: Closeup view of primer (Tnemec N140) coating touchup repaired Cathodic Protection hole from Photo #21.



Photo #: 23

Description: Exterior: View of Cathodic Protection hole outside the perimeter of the center roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 24

Description: Exterior: View of Cathodic Protection hole outside the perimeter of the center roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 25

Description: Exterior: Closeup view of Cathodic Protection hole in Photo #24 outside the perimeter of the center roof handrail that have received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 26

Description: Exterior: View of Cathodic Protection hole outside the perimeter of the center roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 27

Description: Exterior: Closeup view of Cathodic Protection hole shown in Photo #26 which has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Photo #: 28

Description: Exterior: View of Cathodic Protection hole outside the perimeter of the center roof handrail that has received primer (Tnemec N140 PotaPox) coating touchup repairs.



Capital Reserve Maintenance Fund Request

TAB H

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$7,959.88** for the purpose(s) of:
replacing the PH Filter tank at FCHS.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 03/21/2019
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY19

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
PH Filter Tank Replacement	1	\$7,959.88	\$7,959.88
			\$0.00
			\$0.00
			\$0.00


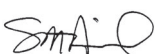
Total Request: **\$7,959.88**

Description and justification for proposed use.

The current tank at FCHS is leaking and by Health Department regulations is required. The tank is 8 years old and only had a 5 year warranty. This tank assists in reducing the acid in the water through a chemical process within the tank that makes it suitable for human consumption and use.

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 03/21/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2019.03.27 15:49:05 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2019.03.27 15:56:04 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB I

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$6,855.00** for the purpose(s) of:
receiving an engineering design to repair structural issues in the block wall of the Annex Gym.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 03/22/2019
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY19

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Engineering Design (Engineering Solutions, Inc)	1	\$6,855.00	\$6,855.00
			\$0.00
			\$0.00
			\$0.00


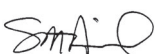
Total Request: **\$6,855.00**

Description and justification for proposed use.

In order to move forward without having further structural damage at the Annex Gym, FCPS will need to have an Engineering company produce construction documents to improve the structural integrity of the building. If this request is approved, FCPS will need to move forward with acquiring a contractor for repair costs. A estimate on this figure will be based on the design presented.

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 03/22/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  <small>Digitally signed by Eric Dahl Date: 2019.03.27 15:50:11 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  <small>Digitally signed by Steven M. Nichols Date: 2019.03.27 15:56:23 -04'00'</small>	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB J

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$13,995.00** for the purpose(s) of:
resealing the roof system directly over the main office of Fluvanna Middle School.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 03/21/2019
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY19

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Roof Restoration System - Reseal with a 10 year warranty	1	\$13,995.00	\$13,995.00
			\$0.00
			\$0.00
			\$0.00


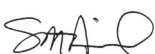
Total Request: **\$13,995.00**

Description and justification for proposed use.

This part of the FMS roof system has been leaking for many years. This section of FMS was not included in the previous CIP roof and HVAC remodeling project.

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 03/21/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2019.03.27 15:48:10 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2019.03.27 15:55:47 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB K

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$4,374.09** for the purpose(s) of:
removal and installation of (3) insulated glass windows and resealing entire North wall of the 2nd floor.

Section 1 - REQUEST

Requesting Department/Agency FCPS	Dept/Agency Contact Don Stribling	Date of Request 03/21/2019
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY19

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Tempered glass replacements	3	\$476.42	\$1,429.26
Reseal all curtain wall glass on north side roof	1	\$2,944.83	\$2,944.83
			\$0.00
			\$0.00

Total Request: **\$4,374.09**

Description and justification for proposed use.

There are multiple cracks in the windows and leaks in the curtain wall.

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 03/21/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Digitally signed by Eric Dahl Date: 2019.03.27 15:50:59 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Digitally signed by Steven M. Nichols Date: 2019.03.27 15:56:42 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date	Comments
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Capital Reserve Maintenance Fund Request

TAB L

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$12,570.00 for the purpose(s) of:

Excavating and regrading of the entrance walkway /ADA trail located at the Dog Park . The trail has washed out deep ditches and making it very difficult for wheelchair access or walking .

Section 1 - REQUEST

Requesting Department/Agency Public Works PW19-011	Dept/Agency Contact Dale Critzer	Date of Request 03/25/2019
Phone (434) 981-1925	Fax (434) 591-1924	Fiscal Year FY19

Reserve Fund Purpose Category: **Repair required due to weather-related events**

Description of Project/Repair	Qty	Unit Price	Total Price
Excavate and regrade and improve ADA /Handicap trail	1	\$12,570.00	\$12,570.00
			\$0.00
			\$0.00
			\$0.00

Total Request: **\$12,570.00**

Description and justification for proposed use.

The photos are of the trail and the damage the weather has caused over the years . Numerous upgrades were recommended by the contractor such as but limited to larger culvert pipes , Long swales to divert water away in several areas and other improvements such as more gravel and also well as reseeding . It is the intent with these upgrades to prevent this from happening again long term .

Department/Agency Head Name Dale Critzer / Assistant Director	Signature <small>Digitally signed by Dale Critzer Date: 2019.03.22 14:34:59 -04'00'</small>	Date 03/25/2019
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <small>Digitally signed by Eric Dahl Date: 2019.03.27 15:47:19 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <small>Digitally signed by Steven M. Nichols Date: 2019.03.26 07:27:30 -04'00'</small>	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
AGENDA ITEM STAFF REPORT**

TAB M

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Telephone System Project Staff Bonus				
MOTION(s):	<p>I move the Board of Supervisors approve the following telephone system project implementation staff bonuses for:</p> <ul style="list-style-type: none"> • Tim Hodge, I.T. Technician, 3 days paid annual leave, to be used by 6/30/19. • Andrew Notman, I.T. Director, \$250 plus benefit costs, with such funds to come from the FY19 Personnel Contingency. 				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, HR Manager & Steve Nichols, County Administrator				
PRESENTER(S):	Jessica Rice, Human Resources				
RECOMMENDATION:	Approval.				
TIMING:	Routine. \$144,925 budgeted, a few odds and ends left and will come in around \$120,000 expended when it is all said and done				
DISCUSSION:	<ul style="list-style-type: none"> • The County’s Information Technology staff spent significant time and resources to support the implementation of the new VOIP countywide telephone system, including late evening and weekend hours. <ul style="list-style-type: none"> ○ Budgeted Project Cost: \$144,925 ○ Actual Project Cost: \$120,000 • Additionally, the I.T. Technician coordinated installation, staff training, and continues to spearhead troubleshooting of issues with set-up and connectivity. • The I.T. Technician will be granted 3 extra paid days of annual leave, for a total value of \$541.38. Leave must be used before June 30, 2019. • For oversight of the contract and assistance with the phone system implementation, the I.T. Director will receive a \$250 net monetary bonus. The total cost to the County is approximately \$305. • County staff had the expertise to oversee the project and eliminate the need for costly external project management support. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Funds equaling \$541.38 for the I.T. Technician’s 3 extra paid days of annual leave bonus are already included within the existing full-time salary line as the leave is used. • Funds equaling \$305 for the I.T. Director bonus will come out of the FY19 personnel contingency funds. 				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	COAD

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

TAB N

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	Temporary Staff Compensation for Additional Duties - Roberts				
MOTION(s):	I move to approve temporary additional duties pay for Lori Roberts, Deputy Treasurer II, at the rate of \$100 per pay period, retroactive to March 18, 2019, until the Chief Deputy Treasurer position is filled, with such funds to come from the FY19 & FY20 Treasurer personnel budget vacancy savings.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager Linda Lenherr, Treasurer				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective March 18, 2019				
DISCUSSION:	Ms. Roberts has agreed to take on additional duties during the vacancy of the Chief Deputy Treasurer position. The position has been vacant since March 14, 2019 and Ms. Roberts has taken on the extra responsibility of revenue and expenditure reconciliation, Sheriff's fees, and assisting the Fluvanna County Schools financial team. The temporary additional duties pay will discontinue upon filling the Chief Deputy Treasurer position.				
FISCAL IMPACT:	\$100 per pay period will come from the FY19 & FY20 vacancy savings in the Treasurer's personnel budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	Treasurer, COAD

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

TAB O

MEETING DATE:	April 3, 2019				
AGENDA TITLE:	FCPS CIP Transportation Budget Transfer				
MOTION(s):	I move that the Board of Supervisors approve a budget transfer of \$16,419.00 from FCPS Transport/Facilities Vehicles CIP budget to FCPS School Buses CIP budget for the overage from purchasing two (2) Special Education (SPED) Buses.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Pollitt, Management Analyst Don Stribling, FCPS				
PRESENTER(S):	Eric Pollitt, Management Analyst Don Stribling, FCPS Valarie Marsh, FCPS Gary Wagner, FCPS				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • In February 2018, FCPS had a supplemental appropriation approved by the BOS from an insurance claim in the amount of \$19,073 for a totaled FCPS Administration vehicle. This increased the Student Transport/ Facilities Vehicles CIP budget by \$19,073. • In February 2019, FCPS purchased School Buses in the amount of \$208,313, which is \$16,419 greater than the existing budget. FCPS thought the previous \$19,073 insurance claim funds went to the School Bus CIP. • There is currently \$55,492 in funds available for Student Transport/ Facilities Vehicles that can be better utilized to address FCPS Fleet needs for SPED Buses. • Decrease in Student Transport/ Facilities Vehicles balance from \$55,491.48 to \$39,072.48 and an increase in School Buses from \$191,894.72 to \$208,313.72. 				
FISCAL IMPACT:	None, as existing budget amounts will be transferred within the Capital Improvement Project fund for different vehicle purchases.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB P

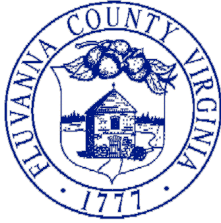
Meeting Date:	April 3, 2019				
AGENDA TITLE:	FY19 BOS Contingency Budget Transfer- TJPDC Regional Housing Summit Sponsorship				
MOTION(s):	I move the Board of Supervisors approve a budget transfer for \$1,000 from the FY19 BOS Contingency budget to the FY19 Non Profit TJPDC Budget for sponsorship of the April 19, 2019 Regional Housing Summit.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Pollitt, Management Analyst				
PRESENTER(S):	N/A				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The BOS Approved a \$1,000 sponsorship on 3/20/2019 • \$1,000 for sponsoring this event was neither requested nor budgeted for in TJPDC's FY19 Non Profit Budget 				
FISCAL IMPACT:	<p>The following FY19 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency - \$1,000 • Increase: Non Profit - TJPDC - \$1,000 • Current BOS Contingency budget is \$107,630 prior to this action 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

MEETING DATE:	Apr 3, 2019				
AGENDA TITLE:	Rural Cluster Subdivision Discussion				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
					X
STAFF CONTACT(S):	Jason Stewart, Director of Community Development				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:					
TIMING:					
DISCUSSION:	Old Business – continued discussion of Rural Cluster Subdivisions				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

Y/N	Item
Y	Unassigned Fund Balance Report
Y	BOS Contingency Balance Report
Y	Capital Reserve Balances Memo
N	Fluvanna County Bank Balances
N	Building Inspections Report
Y	VDOT Monthly Report



COUNTY OF FLUVANNA

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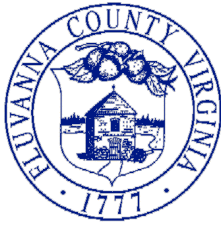
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: April 3, 2019
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
Less: FY19 Building & Program Feasibility Study – 11.20.18	-\$10,690.00
Less: FY19 Additional Public Safety Radios for St. Troopers – 12.19.18	-\$12,000.00
Less: FY19 Aqua Virginia vs. Caroline County – 03.06.2019	-\$5,000
Available:	\$107,630.00



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MEMORANDUM

Date: April 3, 2019
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: FY19 Capital Reserve Balances

The FY19 Capital Reserve account balances are as follows:

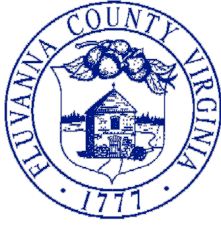
County Capital Reserve:

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
Less: Historic Courthouse Oil Furnace Replacement – 01.09.19	-\$8,948
Less: Social Services Heat Pump – 01.09.19	-\$6,061
Less: Courthouse Basement Piping – 03.20.19	-\$14,530
Less: Library Carpeting – 03.20.19	-\$8,382.89
FY19 Available:	\$126,199.11

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
Less: Bus 21 Engine/ Motor Replacement – 11.07.18	-\$22,500
Less: FCHS Water Tank – 12.19.18	-\$2,450
Less: FMS Fire Alarm Install, Removal, and Replacement – 12.19.18	-\$4,422
FY19 Available:	\$227,332



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MEMORANDUM

Date: April 4, 2019
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY18 Year End Audited Total Unassigned Fund Balance:	\$14,532,691
Unassigned Fund Balance – 12% Target Per Policy:	\$8,687,777
Unassigned Fund Balance – Excess Above Policy Target:	\$5,844,914
Less: FY19 Abrams Abatement Classroom and Crawl Space – 09.19.18	-\$72,001
Less: FY19 Fire Hydrant Installation (JRWA) – 10.17.18	-\$142,500
Less: FY18-19 Various Carryover Requests – 11.20.18	-\$240,700
Less: FY19 BOS Professional Services Ward vs. Fluvanna – 03.06.19	-\$130,000
Current FY19 Unassigned Fund Balance – Excess Above Policy Target:	\$5,259,713

Culpeper District, Louisa Residency
Fluvanna County Monthly Report: April 2019

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
05/05/18	Route 250, at Route 631 Troy Rd	No	No
08/24/18	Route 250	Hit & Run	Pedestrian
09/18/18	Route 607	No	N/A
10/17/18	Route 619, East of Route 660	No	N/A
12/11/18	Route 659, 0.50 miles N of Route 626	No	Pedestrian
1/22/19	Route 656	No	Yes

**Of the 843 fatalities in VA in 2017, 208 were related to distracted driving and 308 were motor vehicle occupants not wearing a seatbelt.

[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:

- February – April, CTB considers evaluated projects for inclusion in the Six Year Improvement Program (SYIP)
- June, CTB adopts Final SYIP

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety improvements at Route 618, Roundabout, (UPC:96938)	Obtain Environmental Permits	Right of Way Acquisition	Anticipated MAR 2020
Route 680 – Rural Rustic (UPC:107558)	CN Begins (State Forces)	CN Completion	Anticipated Completion Summer 2019
Route 629 Bridge Replacement (UPC 104848)	CN Begins	CN Completion	Anticipated Completion December 2019
Route 600-618 Intersection Improvements (UPC 111739)	Environmental Review Process	Scoping	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)
- Drainage and Streetscape Study, Routes 1001 & 659

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 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement
- Route 616 Soil Nailing Slope Repair

Resurfacing Projects:

VDOT provided the County with a list of routes included in the 2019 resurfacing schedule.

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2017	6.76	\$1,093,000	2017	52.29	\$587,000
2018	6.38	\$1,015,000	2018	73.86	\$550,000
2019	4.94	\$863,675	2019	43.65	\$590,849

Traffic Engineering

Studies under Review:

- Route 250 speed study, from Route 631 to Route 15.
- Route 53 shoulder safety improvements (proximity 4800 block +/-)
 - Corridor safety study ongoing

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): grading to improve sight distance is completed
- 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
- Route 629/631 intersection review completed; VDOT is coordinating with property owners to perform minor grading to improve sight distance
- Route 600 at Broken Island Rd: Request for safety improvements to improve visibility at the curve

Area Land Use

Fluvanna County Plan/Plat Review - Received Feb-Mar 2019							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Owen & Michelle Rankin Minor Subdivision	n/a	Final Plat Review,	Mark Wood	2/14/2019	3/29/2019	2/15/2019	Review Complete - Acceptable
Fluvanna Self Storage Phase 2 site plan	618-Lake Monticello Road	Site Plan,	Mark Wood	2/14/2019	3/29/2019	2/19/2019	Review Complete - Acceptable
Bear Investment Company Plat	629-Deep Creek Road	Final Plat Review,	Mark Wood	2/14/2019	3/29/2019	2/19/2019	Review Complete - Acceptable

Maintenance Activities

VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **387** Work Orders in FY19. Top actives have been dead animal removal and culvert work.

BOS Manual:

http://www.virginiadot.org/business/resources/local_assistance/BOSmanual.pdf

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