



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Fluvanna County Library, 214 Commons Blvd.

Palmyra, VA 22963

September 1, 2021 at 4:00 pm

Those wishing to attend the Board of Supervisors meeting must call Fluvanna Clerk to the Board, Caitlin Solis, at (434) 591-1910 or email her at: csolis@fluvannacounty.org with your name, address and phone number no later than 1 hour prior to the meeting.

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
	SPECIAL PRESENTATION
	2021 VACO Achievement Award presented to the Fluvanna County Library – Jeremy Bennet, VACO Director of Intergovernmental Affairs
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
7	ACTION MATTERS
A	FUSD Morris and Omohundro Well Rehabilitation Contract – Cyndi Toler, Purchasing Officer
B	Resolution for Transportation Alternatives Program (TAP) Grant – Douglas Miles, Community Development Director
C	Advertisement of a Public Hearing for the Issuance of Virginia Public School Authority Series 2021 Bonds – Eric Dahl, County Administrator
D	FY22 CIP – Fire and Rescue Additional Funding Request – Eric Dahl, County Administrator
7A	APPOINTMENTS
E	Board, Commission, and Committee Appointments – Caitlin Solis, Clerk to the Board
8	PRESENTATIONS (normally not to exceed 10 minutes each)
F	VDOT Quarterly Updates – Bethel Kefyalew, Operations Engineer, & Alan Saunders, VDOT Residency Administrator
G	Thomas Jefferson Planning District 2022 Draft Legislative Agenda – Dominique Lavorata, Planner I Legislative Aide, TJPDC
H	ARPA Uses Presentation – Cyndi Toler, Purchasing Officer & Tori Melton, Management Analyst
9	CONSENT AGENDA
I	Minutes of August 18, 2021 – Caitlin Solis, Clerk to the Board
J	Raymond James Contract Extension – Cyndi Toler, Purchasing Officer
K	FY21 Aid to Localities Funding – Fire Department – Tori Melton, Management Analyst
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L CRMF - Courts Building Water Lines – Dale Critzer, Assistant Director of Public Works

M CRMF - Pleasant Grove House HVAC Replacement – Dale Critzer, Assistant Director of Public Works

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
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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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB A

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	FUSD Morris and Omohundro Well Rehabilitation Contract				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve funding for the FUSD Morris and Omohundro Well Rehabilitation project as follows:</p> <ul style="list-style-type: none"> • A budget transfer of \$ _____ [\$0 - \$290,250] from the FY22 American Rescue Plan Act Contingency line to the FY22 American Rescue Plan Act Contract Services line. • A supplemental appropriation of \$ _____ [\$0 - \$100,000] from FUSD Fund Balance for the FY22 Fork Union Sanitary District budget. <p><u>Motion #2:</u> I move the Board of Supervisors to approve the Contract between Fluvanna County and Sydnor Hydro, Inc. for the Fork Union Sanitary District Morris and Omohundro Well Rehabilitation in the amount of \$290,250.00, and further 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):		
		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 contract approval and utilize ARPA to fund the project.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Per the American Rescue Plan Act (ARPA) and the Interim Final Rule § 35.6 Eligible uses. <ul style="list-style-type: none"> ○ (e)To Make Necessary Investments in Infrastructure. A recipient may use funds to make investments in: <ul style="list-style-type: none"> ▪ (1)Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments. Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12); • Per citing by the Virginia Department of Health, there are certain items the County is required to do to improve the FUSD waterworks system. Taking these items into account, the county issued an IFB for the rehabilitation of the Omohundro and Morris wells. • Morris Plant/Well Remediation 				

	<ul style="list-style-type: none"> ○ Well Rehabilitation & Yield and Drawdown Testing - \$27,286.00 ○ Rehabilitate Greensand filters - \$63,024.00 ○ Re-pipe Well House and Pump Replacement - \$61,093.00 ● Omohundro Plant/Well Remediation <ul style="list-style-type: none"> ○ Well Rehabilitation & Yield and Drawdown Testing - \$29,218.00 ○ Rehabilitate Greensand filters - \$49,502.00 ○ Replace Pitless Unit & Force Main to Well House - \$60,127.00 ● The County received one bid for the work from Syndor Hydro. Syndor Hydro has been routinely working on the FUSD system for many years and is very familiar with both these well and what the requirements are. ● Funding options for this project include the American Rescue Plan Act funds or the project could be partially funded from the Fork Union Sanitary District fund balance. <ul style="list-style-type: none"> ○ FUSD unaudited Fund Balance as of 6/30/21 - \$164,087 				
FISCAL IMPACT:	If all ARPA funds are utilized for the project, it would reduce the current balance by \$290,250. If FUSD Fund Balance is utilized for a portion of the project, the fiscal impact will vary.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Well Rehabilitation Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

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**COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Well Remediation Contract, dated this _____ day of August, 2021, (the “Contract”) between Fluvanna County and its Fork Union Sanitary District (“Owner”) and Sydnor Hydro, Inc., a Virginia corporation (“Contractor”), is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notice, are as follows:

Owner:

Attn: Fluvanna County, Attn: Fork Union Sanitary District
Address: 132 Main Street
City, State, Zip: Palmyra, VA 22963
Telephone: 434-591-1910 FAX: 434-591-1911

With a copy to:
Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22903

Contractor:

Attn: Sydnor Hydro, Inc., Attn: Brad Verdery
Address: 2111 Magnolia Street
City, State, Zip: Richmond, VA 23223
Telephone: 804-643-2725 FAX: 804-788-9058

Virginia Contractor’s License #: 2705051199
FEIN/SSN: 54-1945981
Virginia SCC ID #: 05151303

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Project is identified as: IFB# 2021-02

Project Title: Well Rehabilitation

General Project Description: All work, labor, equipment, materials, and related items and services needed to meet all requirements of the IFB, as defined below, and this Contract including without limitation to repair and rehabilitate two (2) County owned wells known as the Omohundro Plant and the Morris Plant including without limitation the following work: (i)

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Morris Plant well rehabilitation and associated yield and draw down testing; (ii) green sand filter rehabilitation at the Morris Plant; (iii) re-piping water plant and pump replacement at the Morris Plant; (iv) Omohundro Plant well rehabilitation and associated yield and draw down testing; (v) green sand filter rehabilitation at the at the Omohundro Plant; and (vi) replacement of the pitless unit and force main at the Omohundro Plant.

The Project IFB#2021-02, as amended, indicated above shall be included on all Project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (CO-12), and test reports, and related materials, as applicable.

This Contract is valid for Work performed under and consistent with that IFB # 2021-02, as amended, entitled Well Rehabilitation, issued June 28, 2021, amended by that Addendum #1 dated August 3, 2021, (together hereinafter referred to as the “IFB”).

3. After competitive sealed bidding pursuant to the Virginia Public Procurement Act, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the Project.

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

1. STATEMENT OF THE WORK

The Contractor shall furnish and provide all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents. The Contractor agrees to provide to the County the following submittals prior to starting Work,

Morris Well

- Well Rehabilitation and Well Test Plan
- Filter Media
- Sch. 80 PVC fittings
- Butterfly Valves

Omohundro Well

- Well Rehabilitation and Well Test Plan
- Filter Media
- Pitless Unit
- Underground Piping

2. CONTRACT DOCUMENTS

a. The following documents are attached hereto and incorporated by reference into this Contract as if set forth fully herein:

1. **Exhibit 1:** Commonwealth of Virginia’s General Conditions of the Construction Contract (CO-7; DGS-30-054), last revised April, 2021 (the “Commonwealth’s General Conditions”);
2. **Exhibit 2:** the IFB, as amended by Addendum #1, which includes the County of Fluvanna’s General Terms, Conditions and Instructions to Bidders and Contractors

- (the “County’s General Terms”) and exhibits thereto (collectively referred to as the “IFB”);
3. **Exhibit 3:** Bid Form and Proposal submitted by the Contractor in response to the IFB (the “Bid”);
 4. **Exhibit 4:** Standard Labor and Material Bond;
 5. **Exhibit 5:** Standard Performance Bond for Construction Contracts; and
 6. **Exhibit 6:** Project Schedule (the “Project Schedule”).

Notwithstanding the foregoing, the Commonwealth’s General Conditions are modified for this Contract as set forth below:

- a. In Section 1, “Agency” shall mean Fluvanna County, a political subdivision of the Commonwealth of Virginia and the Fork Union Sanitary District.
 - b. In Section 1, in the definition of “Architect/Engineer (‘A/E’),” the following is added to the end of the definition, “In the event there is no A/E for the Project, ‘A/E’ as used in the Contract Document shall mean the Owner”.
 - c. In Section 1, “General Conditions” means the Commonwealth’s General Conditions (as defined in this Contract) as modified by modified by this Contract.
 - d. In Section 3(f), the first sentence is deleted and replaced with the following: “ All codes, regulations, zoning and other ordinances of the County of Fluvanna apply to Work at the Site, and the Contractor must obtain any required approvals or permits necessary for the Work on the Project, however, the permit fees for building permits issued by the Owner shall be waived.”
 - e. Section 8(a) is intentionally omitted. Instead the provisions setting out requirements for Performance and Payment Bonds are set out in the “IFB” as such term is defined in the Contract. Any reference to Performance Bonds or Payment and Material Bonds shall mean those bonds required under the IFB. In addition, all references to CO-10 (Performance Bond) and CO-10.1 Labor and Material Payment Bond shall mean those bonds as described in the IFB under which the Contract was issued.
 - f. In Section 13, the last sentence is deleted in its entirety.
 - g. Section 36(i) is deleted and replaced with the following: “No interest or penalty of any kind shall accrue on any amounts owed by Owner to Contractor.”
 - h. Section 47(d) is deleted in its entirety and replaced with the following: “The Owner does not agree to alternative dispute resolution.”
- b. All references to the following standardized forms:
- i. Workers' Compensation Certificate of Coverage (CO-9a);
 - ii. Change Order (CO-11);
 - iii. Schedule of Values and Certificate for Payment (CO-12);
 - iv. The Affidavit of Payments of Claims (CO-13);
 - v. The Contractor's Certificate of Substantial Completion (CO-13.2a); and
 - vi. Contractor's Certificate of Completion (CO-13.2);

Shall mean such standardized form or other reasonable alternative format approved by the Owner in advance in the Owner’s sole discretion.

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- c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion, are of the essence of the Contract.
- d. The Contract shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- e. Anything called for by one of the Contract Documents and not called for by the others, shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the Contract Documents shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between or among the Contract Documents, the precedence of the Contract Documents shall be in the following order: the Contract; the Commonwealth's General Conditions as modified by this Contract; the County's General Conditions; the IFB; the Contractor's Bid.
- f. If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

3. TIME FOR COMPLETION

The Work shall be commenced on a date to be specified in the Notice to Proceed from Owner. All work shall be completed in strict conformance to this Contract and specifically to the Project Schedule (Exhibit 6) and Exhibit 1 to the IFB, being the Corrections Schedule. Contractor shall achieve Substantial Completion for each subtask by the dates set forth below in Section 11. Contractor shall achieve Final Completion of each subtask the Work within 10 Days after the date of Substantial Completion of the Work on the subtask. Final Completion of the Project including all subtasks must be one or before January 17, 2022; with Final Completion of all Work completed by November 12, 2021 for Phase 1 (as defined in Section 11); and January 17, 2022 for Phase 2 (as defined in Section 11).

4. STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND

Contractor shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions. Such are attached hereto as Exhibit 4 and 5, respectively. Notwithstanding the foregoing or anything to the contrary contained in this Contract, the requirement for a Standard Labor and Material Payment Bond (Exhibit 4) is waived as instead the Contractor hereby certifies the following: (i) Contractor will use only its own employees for the Work and will NOT use any subcontractors on the Work on the Project; and (ii) majority of the materials for the Work on the Project are already owned by Contractor and in Contractor's inventory and Contractor agrees that less than \$10,000 worth of materials will need to be purchased for the Project.

5. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of all of the Work on the Project, including without limitation each subtask, in accordance with the Contract Documents the sum of TWO HUNDRED NINETY THOUSAND

TWO-HUNDRED FIFTY AND NO/Dollars (\$290,250.00), which amount is the standard rate pricing set forth in Attachment E to the Bid and includes the deduction applicable if the pitless and force main are replaced in conjunction with the well rehabilitation. Please note Attachment E to the IFB and to the Bid both erroneously refers to the Omohundro Plant/Well Remediation subtasks as “3A(i)”, “3A(ii)” and “3A(iii)” when they should be referred to as subtasks: “3B(i)”, “3B(ii)” and “3B(iii)”. The cost of all the work includes the cost of each subtask set forth below:

Morris Plant/Well Remediation	subtask price with discount applied
3A(i) – Morris Plant - Well Rehabilitation & Yield and Drawdown Testing	\$27,286.00
3A(ii) – Morris Plant – Rehabilitate Greensand filters	\$63,024.00
3A(iii) – Morris Plant - Repipe Well House and Pump Replacement	\$61,093.00
Omohundro Plant/Well Remediation	subtask price with discount applied
3B(i) – Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing	\$29,218.00
3B(ii) – Omohundro Plant – Rehabilitate Greensand filters	\$49,502.00
3B(iii) – Omohundro Plant - Replace Pitless Unit & Force Main to Well House	\$60,127.00

The parties agree that the standard pricing is applicable to the Work on this Project and that the Davis Bacon Wage rates do not apply.

6. PAYMENTS

Notwithstanding anything to the contrary contained in Section 36 of Exhibit 1, Payments shall only be made upon final completion of each subtask set forth in sections 3A(i), 3A(ii), 3A(iii), 3B(i), 3B(ii) and 3B(iii) of the IFB, and in accordance with Section 5 *supra*. Payment shall be made within 45 days of proper invoice after Final Completion of the Project, or subtask, as applicable, by the Contractor and acceptance of all Work on the subtask being a part of the Project. No interest on payments due the Contractor shall. *See* Code of Virginia § 2.2-4354. Notwithstanding the foregoing, the Owner shall retain a 5% retainage on amounts owed to the Contractor on the Project until Final Completion of all Work (including all subtasks) on the Project in strict conformance to this Contract and until acceptance of all Work on the Project by the County in its reasonable discretion.

eVA Vendor Registration: The Contractor shall be a registered vendor in eVA if so, required under the Virginia Procurement Act.

7. AUTHORIZATION TO TRANSACT BUSINESS

The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia 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, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

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9. DEBARMENT AND ENJOINMENT

By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor, certify that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

10. ALL RISK BUILDER'S RISK INSURANCE

This Project is **Contractor Controlled During Construction**. Contractor shall procure and maintain "all-risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for a Site which is Contractor controlled during construction.

11. CONTRACT DATES:**The Substantial Completion Dates for each subtask are:**

Phase 1 - Omohundro Plant/Well Remediation	Subtask Substantial Completion Date:
3(B)(i) – Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing	10/26/2021
3B(ii) – Omohundro Plant – Rehabilitate Greensand filters	10/29/2021
3(B)(iii) – Omohundro Plant - Replace Pitless Unit & Force Main to Well House	11/3/2021
Phase 2 – Morris Plant/Well Remediation	Subtask Substantial Completion Date:
3(A)(i) – Morris Plant - Well Rehabilitation & Yield and Drawdown Testing	12/30/2021
3(A)(ii) – Morris Plant – Rehabilitate Greensand filters	11/24/2021
3(A)(iii) – Morris Plant - Repipe Well House and Pump Replacement	12/28/2021

The Contract Final Completion Date is: January 17, 2022, however final completion of:**Phase 1 - Omohundro Plant/Well Remediation is: November 12, 2021; and****Phase 2 - Morris Plant/Well Remediation is: January 17, 2022.**

In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract or other. Final Completion includes completion of any and all Work on the Project required by this Contract or any Exhibit hereto and specifically requiring completion of all work described in the IFB and the Bid; and all such Work must be completed to the satisfaction of the County in strict conformance to the requirements of this Contract.

12. AMERICAN RESCUE PLAN ACT OF 2021 FUNDING:

- i. WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world;

- ii. WHEREAS, the federal government passed the American Rescue Plan Act (the “Act”), which provides funding for various programs including some to address the effects of the COVID-19 pandemic;
- iii. WHEREAS, part of the Act gives monetary assistance to state and local governments;
- iv. WHEREAS, subject to other requirements of the Act and applicable law, a local government may use funds provided to it under the Act to cover costs of the local government no later than December 31, 2024 to: (A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or (D) to make necessary investments in water, sewer, or broadband infrastructure.
- v. WHEREAS, the County may use funds it receives under the Act to pay for all or part of the Work on this Project and to the extent the County uses funds it received under the Act the Contractor shall meet requirements of applicable law related to the expenditure of such funds including without limitation all wage requirements, and details required in any invoicing, reporting, and documentation;
- vi. Therefore, the parties agree:
 - 1. The following recitations are a material part of this Project Agreement;
 - 2. The Contractor shall conform all work on the Project and all invoicing related thereto, to any requirements of the Act and other applicable law;
 - 3. The County is using funds provided under the Act to pay for the work on this Project provided for under this Contract, and the Contractor understands the same and agrees to comply with all Act Requirements in providing the Services and in all matters relating to this Agreement. Notwithstanding any provisions to the contrary contained in this Contract, the County will not pay for any work on the Project, or portion thereof, not completed on or prior to December 31, 2024, under any circumstances; however this shall not change any earlier completion date(s) required by this Contract Further, notwithstanding any other provision of this Agreement, the Contractor agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Contractor under this Contract;
 - 4. The work on the Project must be done in compliance with Applicable Law, Act requirements, and to Pandemic Standards (each as defined herein) and as otherwise required by this Contract;
 - 5. “Pandemic Standards” means consistent with the following: (i) Federal, OSHA, and Center for Disease Control regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning; and (ii) Commonwealth of Virginia, Virginia Department of Labor, and Virginia Department of Health regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-

- 19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning;
6. "Applicable Law(s)" means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria applicable to this Contract, the Work or the Project; and
 7. Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, State and local law, the Act and CDC and the Virginia Department of Health guidance related to COVID-19 and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred. Upon notice to the Contractor, the County may require that the Contractor's workers and sub-contractors wear masks at any Work-Site.

IN WITNESS WHEREOF, the parties have executed and sealed this Contract on the dates set forth beside their respective signatures.

For the CONTRACTOR:
Sydnor Hydro, Inc.

For the OWNER:
Fluvanna County

By: _____(SEAL)
(signature in ink) (date)

By: _____(SEAL)
(signature in ink) (date)

(typed name)

(typed name)

(typed title)

(typed title)

Attest:

(signature in ink) (date)

Attest:

(signature in ink) (date)

Approved as to form:

Fluvanna County Attorney

COMMONWEALTH OF VIRGINIA



GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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PLEASE NOTE: These General Conditions of the Construction Contract (CO-7) (“General Conditions”), have been created specifically for the use of agencies of the Commonwealth of Virginia, which may not alter any provisions without the express written approval of the Virginia Department of General Services, Division of Engineering and Buildings. The General Conditions have significant legal implications and shall not be altered or modified. Nothing in the General Conditions shall be amended or deleted or its intent changed, except by an approved and properly issued Supplemental General Conditions. The Commonwealth of Virginia makes no representation as to their suitability for any other purpose. Note: Governmental entities not subject to DGS purview intending to modify the General Conditions for their use should consult with their legal counsel.

1. DEFINITIONS

Whenever used in in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural variations thereof:

Agency: The Agency, institution or department which is a party to the Contract. For purposes of the Contract, the term Owner shall include such Agency, whether or not the Agency owns the site or the building.

A/E Services: The entirety of the services required of the A/E pursuant to the A/E's contract with the Owner for the Project.

As-Built Drawings: The As-Built Drawings is a set of all Drawings, Specifications, addenda, approved Shop and setting Drawings, Change Orders and other modifications which are updated by the Contractor throughout the performance of the Work to contemporaneously record all changes and variations made during construction. The representation of such variations shall be neatly and clearly marked in color and shall include such supplementary notes, symbols, legends, and details as may be necessary to clearly show the as-built construction of the Work.

Architect/Engineer ("A/E"): The Virginia licensed Architect or Engineer that contracts with the Owner to provide the A/E Services for the Project. The A/E is a separate contractor and not an agent of the Owner. The term includes any subcontractors, associates or consultants employed by the A/E to assist in providing the A/E Services.

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

Change Order: A document (CO-11) issued on or after the effective date of the Contract which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Contract Price and/or the Contract Completion Date. The term Change Order shall also include initiating and confirming change orders issued pursuant to Section 38(a)(3). A Change Order, once signed by all parties, is incorporated into and becomes a part of the Contract.

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

Commissioner of Labor and Industry: The Commonwealth of Virginia Commissioner of Labor and Industry.

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

Contract: The Contract between Owner and Contractor, (CO-9 series) and the Contract Documents incorporated therein.

Contract Completion Date: The date by which the Work must achieve Substantial Completion. The Contract Completion Date is established in the Notice to Proceed, based on the Time for Completion, or set forth as a specific date in the Contract.

Contract Documents: The Contract and any documents expressly incorporated therein. Such incorporated documents customarily include the bid submitted by the Contractor, the General Conditions, any Supplemental General Conditions, any Special Conditions, the Plans and the Specifications, and all modifications, including addenda and subsequent Change Orders.

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

Contractor: The person or entity with whom the Owner has entered into the Contract for the Work.

Critical Path: The longest continuous sequential duration of dependent activities from the Date of Commencement to the Contract Completion Date that defines the minimum overall time necessary to complete the Project, such that a delay of any activity along the Critical Path will result in a delay of the Contract Completion Date unless the duration of a subsequent activity on the Critical Path is reduced to offset the delay and maintain the Contract Completion Date.

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

Day: Calendar day unless otherwise noted.

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

DGS: Virginia Department of General Services.

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Work. The graphic representations include, but are not limited to, plan views, elevations, transverse and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

DSBSD: Virginia Department of Small Business and Supplier Diversity.

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

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

Final Completion: Completion and full performance of all Work in accordance with the terms and requirements of the Contract Documents, including the completion of all items identified on punch lists generated through the inspections set forth in Section 44(b) and submission of all information, manuals, warranties and documentation required by the Contract.

Final Completion Date: The date of the Owner's acceptance of the Work following Final Completion.

Final Compliance Report: A report where the Contractor shall certify and report on its compliance with the Small Business Procurement Plan, submitted by the Contractor in its Bid for the Contract, to the Owner through DGS' eVA system

Final Payment: The final payment that the Contractor receives pursuant to the applicable provisions of Section 36, except in the event no final payment is made due to termination of the Contract under either Sections 41 or 42. In the event of a termination for cause under Section 41, the Final Payment shall be when the termination became effective. In the event of a termination for convenience under Section 42, the Final Payment shall be either the payment of compensation for termination that the Contractor receives according to the provisions of Section 42(a), or the Owner's determination that no compensation for termination is due the Contractor under Section 42(a), as the case may be.

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

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

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

General Conditions: The General Conditions of the Construction Contract (CO-7 series).

Notice: Notice required by the Contract shall be given in writing to the email address or physical delivery location identified in the Contract Documents for receipt of Notice by the receiving party. A Notice is deemed to have been properly given and effective at the time such Notice is: (i) deposited with a nationally recognized overnight delivery service using no more than two (2) business day delivery service for delivery to the Notice address; (ii) hand delivered to the Notice address; (iii) enclosed in a postage prepaid envelope addressed to the Notice address and delivered to a United States Postal Service for delivery by prepaid certified or registered mail; or (iv) sent via email to the email address identified for Notice in the Contract Documents.

Notice to Proceed: A written Notice given by the Owner to the Contractor fixing the date on which the Time for Completion will commence for the Contractor to begin the execution of the Work. The Notice to Proceed will identify the Contract Completion Date if not otherwise established by the Contract.

Owner: The public body with whom the Contractor has entered into the Contract for the Work. The term Owner shall also mean the Agency.

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

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

Prevailing Wage Rate: Prevailing Wage Rate means that rate, amount, or level of wages, salaries, benefits and other remuneration prevailing for a classification of mechanics, laborers, or workers employed for the same work in the same trade, craft or occupation in the locality of the Project as determined by the Commissioner of Labor and Industry.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the Work and the A/E Services.

Project Inspector: One or more persons employed by the Owner to inspect the Work for the Owner and/or to document and maintain records of activities at the Site to the extent required by the Owner. The

scope of the Project Inspector's authority with respect to the Contractor is limited to that indicated in Section 16 (e) and (f) of the General Conditions and as supplemented by the Owner in writing to the Project Inspector and to the Contractor.

Project Manager: The Project Manager shall be the Owner's designated representative on the Project. The Project Manager shall be the person through whom the Owner generally conveys written decisions and instructions. All Notices to the Owner and all information required to be conveyed to the Owner shall be conveyed to the Project Manager unless otherwise stated in the Contract. The scope of the Project Manager's authority is limited to that authorized by the Owner. The Owner may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill their duties, appoint an interim Project Manager.

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

Record Drawings: Record Drawings are a final compilation set of drawings showing the "as built" condition of the Work, including all conditions, locations and dimensions based on the Contractor's As-Built Drawings. The Record Drawings shall contain the Plans, Specification, Addenda, approved shop drawings, and any other information needed to show the final condition of the work, actual location of piping and utilities, the depths of pilings or caissons if pilings or caissons were in the construction, and the integration of all Change Orders to the Work.

Recycled: Equipment, materials, and accessories which have been previously used and that have been processed to form a new product deemed an equal per Section 26.b.

Service Disabled Veteran-Owned Business: A business that meets the definition of "Service disabled veteran business" as set forth in *Code of Virginia*, § 2.2-4310.

Schedule of Values: That portion of Form CO-12 prepared by the Contractor and acceptable to the Owner which indicates the portion of the Contract Price to be paid for each trade or major component of the Work.

Shop Drawings: The drawings, diagrams, illustrations, schedules, installation descriptions and other data prepared by or for the Contractor to provide detailed information for the fabrication, location, erection, installation, connection and methodology associated with the Work. Shop Drawings are intended to aid in the preparation and installation of materials and to ascertain that the materials proposed by the Contractor conform to the requirements of the Contract Documents.

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

Small Business: A business certified as a small business by the DSBSD.

Small Business Procurement Plan: The proposed type and percentage of small business participation in the Total Base Bid Amount submitted by the Contractor as part of its Bid.

Special Conditions: That part of the Contract Documents which describes special or additional requirements or procedures applicable to the Project. The Special Conditions do not amend or supersede the General Conditions.

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

Subcontractor: A person or firm having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person or firm who provides on-Site labor but does not include a Supplier.

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

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

Supplemental General Conditions: An amendment or modification which amends or supplements the General Conditions.

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

SWaM/SDV Business: All subcategories of Small Businesses certified by the DSBSD including Micro Business, Minority-Owned Business, Service-Disabled Veteran-Owned Business, Small Business, and/or Women-Owned Business together as a group.

Time for Completion: The number of consecutive Days following the Date of Commencement within which the Contractor must achieve Substantial Completion of the Work in accordance with the Contract Documents.

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

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

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

2. CONTRACT DOCUMENTS

The Contract Documents consist of the Contract and all other documents identified therein as Contract Documents as more precisely defined above.

3. LAWS AND REGULATIONS

- a. The Contractor shall comply with the Virginia Uniform Statewide Building Code and all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradespeople who perform Work on the Project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, and Article 1 of the *Code of Virginia* and by applicable regulations.

- b. This Contract and all other contracts and Subcontracts are subject to the provisions of Article 3, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any Work related to the Project shall comply with all of the said provisions.
- c. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, or otherwise violate its provisions.
- d. E-VERIFY PROGRAM: Pursuant to *Code of Virginia*, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions may be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment may cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- e. In performing the Work under this Contract, the Contractor shall comply with the provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*. Inspectors from the Department of Labor and Industry shall be granted access to the Work for inspection without first obtaining a search or administrative warrant.
- f. Building Permit: Because this Project is on Commonwealth of Virginia property, codes or zoning ordinances of local political subdivisions do not apply to Work at the Site. The Virginia Uniform Statewide Building Code applies to the Work and is administered by the Building Official for State-owned buildings and real property. The Building Permit will be obtained and paid for by the Owner. All other permits, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision and the Department of Environmental Quality shall be obtained and paid for by the Contractor. See Section 25 of these General Conditions for utility connection fees and services.
- g. The Contractor shall include in each of its Subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements in Subsections (a), (b), and (c) of Section 37 of these General Conditions with respect to each lower-tier Subcontractor and Supplier.
- h. The Contractor, if not licensed as an asbestos abatement contractor in accordance with *Code of Virginia*, § 54.1-514, shall have all asbestos-related Work performed by Subcontractors who are duly licensed as asbestos contractors for the Work required.
- i. Lead-Based Paint Activities: If the Contract Documents indicate that lead-based paint is present on existing materials, components, or surfaces, the Contractor shall conform to the following:
 - 1. The requirements set forth in 40 CFR 745.233 – Lead-Based Paint Activities Requirements in selecting and performing the means, methods and procedures for performing the Work. This includes, but is not limited to, training of personnel, lead abatement, encapsulation of lead-containing materials, removal and handling of lead-containing materials, and methods of disposal.

2. The requirements for employee protection contained in 29 CFR Part 1926, Subpart D, and the requirements for record-keeping contained 29 CFR Part 1910.
 3. The Virginia Department of Labor and Industry's (DLI) Regulation Concerning Certified Lead Contractors Notification, Lead Project Permits and Permit Fees published in the Virginia Administrative Code, 16 VAC25-35, requiring, among other things, that a permit be issued to the lead abatement contractor, or any subsequent regulation issued by DLI pertaining to lead-based paint abatement.
- j. If the Contractor violates laws or regulations that govern the Project, the Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold the Owner harmless against any fines and/or penalties that result from such violation. The Contractor also shall indemnify and hold the Owner harmless against any third-party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred thereunder, that arise or result from Contractor's violation of laws or regulations.
- k. If the Work includes any land-disturbing activities, the Contractor shall have on-Site an individual certified by the Department of Environmental Quality as a Responsible Land Disturber in accordance with *Code of Virginia*, § 62.1-44.15:51.
- l. Unless otherwise specified in the Supplemental General Conditions, the Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against Subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit Contractor or Subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the Agency and Contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, or the Railway Labor Act, 45 U.S.C. § 151 *et seq.*

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

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

- m. Payment of Prevailing Wages Pursuant to Virginia Code 2.2-4321.3

Code of Virginia § 2.2-4321.3 and the following requirements shall be applicable to the Work of the Contract if the Contract Price is greater than \$250,000.00:

1. The Contractor agrees that all remuneration to any individual providing labor for the Project or the Work as a mechanic, laborer, worker or equivalent shall be paid at a rate not less than the Prevailing Wage Rate beginning upon the individual's first day of work at or for the Project.
2. Upon award of the Contract, the Contractor shall certify, under oath, to the Commissioner of Labor and Industry the pay scale for each craft and trade to be employed for, or to provide labor for, the Project or the Work by the Contractor and any Subcontractors. The

Contractor's certification shall include all information required by *Code of Virginia* § 2.2-4321.3(G). The Contractor shall provide a copy of this certification to the Owner at the time it is provided to the Commissioner of Labor and Industry.

3. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in conformance with the Prevailing Wage Rate determinations.
4. The Contractor and all Subcontractors shall keep, maintain, and preserve all records relating to the occupation, work classification, wages paid to and hours worked for each individual providing labor for the Project or the Work as a mechanic, laborer, worker or equivalent in a manner which complies with the requirements of *Code of Virginia* § 2.2-4321.3(H). The Contractor and all Subcontractors shall retain these and any other required payroll records for the period required by *Code of Virginia* § 2.2-4321.3(H). The Contractor and its Subcontractors shall make available to the Owner all records required by *Code of Virginia* § 2.2-4321.3(H) for inspection and copying within five (5) days of Owner's request.
5. The Contractor and all Subcontractors shall post all Prevailing Wage Rates applicable to the Project and the Work in a prominent and easily accessible place at the Site. The Contractor and all Subcontractors shall timely make all postings, updates to postings, and certification required by *Code of Virginia* § 2.2-4321.3(I). The Contractor shall provide the Owner with a copy of each certification made to the Commissioner of Labor and Industry pursuant to *Code of Virginia* § 2.2-4321.3(I) at the time the certification is provided to the Commissioner of Labor and Industry.
6. The Contractor shall indemnify and hold harmless the Owner from any fines, demands, claims, suits and damages, including any attorney's fees incurred by the Owner, resulting from or relating to the Contractor's or any Subcontractor's failure to pay the Prevailing Wage to a mechanic, laborer, worker or equivalent individual or to comply with the requirements of *Code of Virginia* § 2.2-4321.3.

4. NONDISCRIMINATION

- a. Contractor shall comply with the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginia Human Rights Act, as amended, and the laws of the Commonwealth of Virginia and all Executive Orders in effect at the time of the Work which safeguard individuals from unlawful discrimination in employment.
- b. *Code of Virginia* § 2.2-4311 shall be applicable to the Work of the Contract. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor shall 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.
 2. 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.
 3. 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.

4. The Contractor shall include the provisions of the foregoing subparagraphs 1, 2 and 3 in every Subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor and Supplier.
- c. *Code of Virginia*, § 2.2-4201 shall be applicable to the Work of the Contract. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that Contractor is an equal opportunity employer. However, 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 chapter
 3. If the Contractor employs more than five (5) employees, the Contractor shall: (i) provide annual training on the Contractor's sexual harassment policy to all Contractor's supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees who are required to complete sexual harassment training provided by the Commonwealth of Virginia Department of Human Resource Management; and (ii) post the Contractor's sexual harassment policy in: (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes; and (b) the Contractor's employee handbook.
 4. The Contractor shall include the provisions of the foregoing subparagraph 1, 2 and 3 in every Subcontract and purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor and Supplier.
- d. Where applicable, the Virginians with Disabilities Act and the federal Americans with Disabilities Act shall apply to the Contractor and all Subcontractors and Suppliers.
- e. The Owner does not discriminate against faith-based organizations as defined in *Code of Virginia* § 2.2-4343.1(B).

5. PROHIBITION OF ALCOHOL AND OTHER DRUGS

- a. The Contractor shall establish a written policy to maintain and enforce a drug-free workplace, to specify actions that will be taken against persons for violations of the policy, and to require that such policy be binding on each of its employees, Subcontractors, and Suppliers performing Work of the Contract.
- b. The Contractor's policy shall prohibit the following acts by all Contractor, Subcontractor, and Supplier personnel at the Site:

1. The manufacture, distribution, dispensation, possession, or use of a controlled substance or marijuana, except possession and medically prescribed use of prescription drugs; and
 2. The impairment of judgment or physical abilities due to the use of a controlled substance or marijuana, including impairment from prescription drugs.
- c. The Contractor shall post a copy of this policy in a conspicuous place at the Site and assure that all personnel, including potential hires, are advised of the policy. A violation of this policy will be recognized as a breach of Contract and may result in termination of the Contract.
 - d. The Contractor shall include in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
 - e. The Contractor shall include the foregoing provisions as binding upon each Subcontractor and Supplier in every subcontract or purchase order over \$10,000.
 - f. 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 chapter, 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.

6. TIME FOR COMPLETION

- a. The Contractor shall achieve Substantial Completion on or before the Contract Completion Date. Unless otherwise specified, the Contractor shall achieve Final Completion within thirty (30) Days after the Contract Completion Date.
- b. The Contractor acknowledges and agrees that the Owner is relying upon the Time for Completion and Contract Completion Date for planning the use and Beneficial Occupancy of the Work and for all other purposes. If the Contractor fails to achieve Substantial Completion by the Contract Completion Date, the Contractor shall be subject to payment of actual damages incurred by the Owner or liquidated damages, if provided for in the Contract.
- c. The Contractor, in submitting its bid or proposal, acknowledges that the Time for Completion is a reasonable duration and period for performing the Work and that it has taken into consideration normal weather conditions for the period of performance. Normal weather does not mean statistically average weather, but rather means a range of weather patterns which might be anticipated based on weather conditions and events for the past ten (10) years. Normal weather conditions shall be determined from the public historical records available, including the U.S. Department of Commerce, Local Climatological Data Sheets, National Oceanic and Atmospheric Administration / Environmental Data and Information Service, National Climatic Center and National Weather Service. The data sheets to be used shall be those for the locality or localities closest to the Site. No additional compensation, costs or damages will be paid to the Contractor because of normal weather conditions, including normal adverse weather to be anticipated during the Project. An extension of time for abnormal adverse weather conditions which directly impact the Work will be considered by the Owner upon under the following conditions, all of which must be strictly complied with and demonstrated by the Contractor:
 1. A request for extension of time-based on abnormal adverse weather conditions must be made in writing within fourteen (14) Days of the completion of the calendar month during which the abnormal adverse weather conditions impacted the Work at the Site. The request for additional time shall be substantiated by weather data collected during the period of delay at the Site. Said data must demonstrate an actual departure from weather conditions that could have been anticipated at the Site during the dates in question.

2. The abnormal adverse weather must have caused a delay to the Contract Completion Date as a result of a delay to the Critical Path as depicted on the accepted "critical path method" schedule or the approved bar graph schedule current at the time of the weather event. No extension will be considered for any portion of any delay which consumes only Float.
3. All of the evidence and data supporting the request (including both historical data and the recordings at the Site during the time of delay) must be furnished to the Owner before the end of the calendar month following the month for which the request is made.

Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment to the Contract Completion Date for impacts from abnormal weather conditions.

- d. The Contractor's execution of the Contract is a representation and agreement that the Contractor has visited the Site and reviewed the requirements of the bid documents, the Contract Documents, local conditions, availability of materials, equipment, and labor, the reasonable time required for the Owner to respond to Submittals, and any other factors which may affect the performance of the Work, and has taken all these factors into consideration in submitting its bid and executing this Contract.

7. CONDITIONS AT SITE

- a. The Contractor shall have visited the Site prior to bidding or submitting its proposal and is totally responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site, and the character and extent of existing conditions, improvements and work within or adjacent to the Site. The Contractor shall not submit any claims or any request for adjustments of the Contract Price or Contract Completion Date which result from its failure to consider such conditions.
- b. If in the performance of the Work the Contractor encounters (i) hidden physical conditions of a building being modified which are materially different from those ordinarily encountered or generally recognized as inherent in the activities being performed or (ii) subsurface or concealed latent conditions which are materially different from those frequently present in the locality or from those indicated in the Contract Documents, the Contractor shall promptly provide Notice to the Owner and A/E before the conditions are disturbed and not later than seven (7) Days after discovery. The A/E shall promptly review the conditions and propose such changes or adjustments, if any, in the Contract Documents that may be necessary to address the conditions. The Contractor must request any change in the Contract Price or Contract Completion Date for such conditions pursuant to the applicable requirements in Sections 38, 39, and 43 of these General Conditions. Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment in the Contract Price or Contract Completion Date as a result of such Site conditions.
- c. If the Contractor, during the course of the Work, observes the existence of any material which he knows, should know, or has reason to believe is hazardous to human health, the Contractor shall promptly notify the Owner in writing before the material is disturbed further or the affected work is performed. The Owner will provide the Contractor with instructions regarding the disposition of the material. The Contractor shall not perform any Work involving the material or any Work causing the material to be less accessible prior to receipt of special instructions from the Owner. The Contractor must request any change in the Contract Price or Contract Completion Date for such conditions pursuant to the applicable requirements in Sections 38, 39 and 43 of these General Conditions. Compliance with the requirements of this section is a condition precedent to the Contractor's entitlement to any change or adjustment in the Contract Price or Contract Completion Date as a result of such Site conditions.

8. CONTRACT SECURITY

- a. For contracts with a value exceeding Five Hundred Thousand Dollars (\$500,000), the Contractor shall deliver to the Owner or its designated representative, a Commonwealth of Virginia Standard Performance Bond, DGS-30-084 (CO-10) and a Commonwealth of Virginia Standard Labor and Material Payment Bond, DGS-30-088 (CO-10.1), each fully executed by the Contractor and one or more surety companies legally licensed to do business in Virginia and each in an amount equal to one hundred percent (100%) of the Contract Price. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner and the Office of the Attorney General of Virginia. To facilitate review of the bonds by the Office of the Attorney General, the power of attorney from the surety company to its agent who executes the bond shall be attached to the bond, or, if not so attached, prior to the execution of the bonds by the surety, recorded in the Office of the Clerk of Court for the City of Richmond, Virginia, at the John Marshall Court Building, 400 North Ninth Street, Richmond, VA 23219.
- b. For the purposes of all Standard Labor and Material Payment Bonds entered into, the term "subcontractors" as used in § 2.2-4337(A)(2) of the *Code of Virginia* is interpreted to mean any Subcontractors at any tier who participated in the prosecution of the Work undertaken by the Contractor (referred to in § 2.2-4337(A)(2) of the *Code of Virginia* as the "prime contractor"), whether such Subcontractor had a direct contract with the Contractor (prime contractor) or another Subcontractor, regardless of whether there were one or more other intervening Subcontractors contractually positioned between it and the Contractor (prime contractor).
- c. *Code of Virginia* § 2.2-4338 allows for alternative forms of security in lieu of payment and/or performance bonds. No alternative forms of security shall be allowed unless approved in writing by Owner prior to Contractor's submission of its Bid or proposal.
- d. Mechanic's liens may not be filed or recorded on Owner, Agency, or Commonwealth property. The Contractor shall keep the Owner's property free and clear from all mechanic's liens. The Contractor shall, upon Notice from the Owner, cause any liens filed or recorded to be released within ten (10) Days from Notice at its cost and expense; and if the Contractor fails to do so, the Owner shall have the right, but not the obligation, to cause such lien to be released by bonding or otherwise, and the Contractor shall indemnify and hold harmless the Owner from all costs and expenses incurred or to be incurred as a result, including bond premiums, court costs and attorneys' fees arising from or related to such liens. At the Owner's option, it may withhold payment of any sums due the Contractor until any such liens are released, and may deduct such costs or expenses from any payment then due or thereafter becoming due from the Owner to the Contractor.

9. SUBCONTRACTS

- a. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner and A/E in writing of the names of all Subcontractors proposed for the principal parts of the Work and of such others as the A/E may direct. Where the Specifications establish qualifications or criteria for Subcontractors, manufacturers, or individuals performing Work on the Project, the Contractor shall be responsible for ascertaining that those proposed meet the criteria or qualifications. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. Neither the Owner nor the A/E shall direct the Contractor to contract with any particular Subcontractor unless provided in the Specifications or Invitation for Bids.
- b. The Owner may select a particular Subcontractor for a certain part of the Work and designate on the Invitation for Bids or Request for Proposal that the Subcontractor shall be used for the part of the Work indicated and that the Subcontractor has agreed to perform the Work for the subcontract

amount stipulated on the bid or Proposal form. The Contractor shall include the stipulated amount plus its markups in the bid or Proposal. In such case, the Contractor shall be responsible for that Subcontractor and its work and the Subcontractor shall be responsible to the Contractor for its work just as if the Contractor had selected the Subcontractor. If the Contractor has a reasonable objection to the Subcontractor designated, then the Contractor shall note the exception in its bid or proposal and the reason for the exception and maintain appropriate provisions for coordinating the work of the Subcontractor. The Owner, at its sole discretion, may accept the Contractor's bid or proposal with the exception noted and contract separately with the Subcontractor under the provisions of Section 10 of the Contract or designate a different Subcontractor.

- c. The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor, and any other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
- d. The Contractor shall be fully responsible to the Owner for all acts and omissions of its agents and employees and all tiers of Subcontractors and Suppliers performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between Owner or A/E and any Subcontractor, Supplier or other Person, nor shall it create any obligation on the part of Owner or A/E to pay for or to see to the payment of any moneys due any Subcontractor, Supplier or other Person, except as may otherwise be required by law.
- e. The Contractor shall be fully responsible for its invitees at the Site and for those of its Subcontractors, Suppliers, and their employees, including any acts or omissions of such invitees.
- f. The Contractor agrees that it is responsible for all dealings and coordination with Subcontractors and Suppliers, and their subcontractors, employees and invitees, including, but not limited to, the Subcontractors' or Suppliers' claims, demands, actions, disputes and similar matters unless specifically provided otherwise by the Contract or by statute.

10. SEPARATE CONTRACTS

- a. The Owner reserves the right to let other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate its Work with that of separate contractors. If the Owner has listed other separate contracts in the Invitation for Bids or Requests for Proposal which it expects to proceed simultaneously with the Work of the Contractor, and has included the estimated timing of such other contracts in the Invitation for Bids or Requests for Proposal, the Contractor shall integrate the schedule of those separate contracts into its scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedules for all separate contracts. If the work performed by a separate contractor is Defective or performed so as to prevent or threaten to prevent the Contractor from carrying out its Work according to the Contract, the Contractor shall immediately notify the Owner and the A/E upon discovering such conditions.
- b. If a dispute arises between the Contractor and any separate contractor(s) as to their responsibility for cleaning up the Site, the Owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If the Contractor disputes the Owner's apportionment of clean-up costs, it shall be the Contractor's burden to demonstrate and prove the correct apportionment.

11. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- a. The Contractor shall not commence Work under this Contract until all insurance required hereunder has been obtained from an insurer authorized to do business in Virginia and such

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insurance has been approved by the Owner. The Contractor shall provide to the Owner Certificates of Insurance for all required coverage and, upon request, shall provide full copies of the Contractor's insurance policies. Approval of insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

- b. The Contractor shall procure and maintain, as required herein, the following insurance coverages:
1. Workers' Compensation and Employer's Liability Insurance to cover all employees engaged in the Work of a type and in an amount to meet all Commonwealth of Virginia statutory requirements and regulations to provide all benefits to which employees may be entitled, with limits no less than \$1,000,000 bodily injury by accident or disease, each employee. Where applicable, coverage shall be extended to cover any claims under the United States Longshoreman's Act and Harbor Workers Act and Jones Act as may be appropriate for the work.
 2. Comprehensive General Liability insurance, including coverage for Broad Form Contractual, Premises/Operations, Product and Completed Operations, Independent Contractor's Liability, and Personal Injury Liability, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, applicable on a per-project basis. The policy shall not exclude or limit the amount of coverage for the Work of the Project or for explosion, collapse, underground operations, mold, or exterior insulation and finish system ("EIFS").
 3. Automobile Liability Insurance with a limit of not less than \$1 million combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned, hired and borrowed vehicles, whether on-Site or off-Site.
 4. Contractor or the Asbestos Subcontractor shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000. The following shall be named as additional insureds on this policy: the Commonwealth of Virginia, its officers, employees and agents; the A/E (if not the Asbestos Project Designer); and the Contractor (where the asbestos work is being performed by the Asbestos Subcontractor).
- c. Unless otherwise specified, Contractor shall ensure that all insurance required by Subsection (b) above contains the following provisions:
1. With the exception of Workers' Compensation insurance, the Commonwealth of Virginia, the Owner, and their officers, employees and agents shall be named as additional insureds on all policies. The additional insureds as stated for the asbestos coverage shall be as stated in Section 11(b)(4).
 2. All insurance coverage shall be considered primary and non-contributory with respect to other insurance that might be available to the Contractor, A/E, Owner, or Agency.
 3. All insurers shall waive rights of subrogation against the Commonwealth of Virginia, Owner and Agency for any claims covered by the insurance required herein.
 4. All deductibles or self-insured retentions shall be the sole responsibility of the Contractor.
- d. No insurance will be canceled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of the Owner.
- e. Contractor shall require each Subcontractor to carry the same insurance, and in the same amounts, required by Section 11(b)(1)-(3) above. The Contractor shall not allow any Subcontractor to commence Work on the Project until all insurance required of the Subcontractor by this Contract

has been obtained by the Subcontractor and approved by the Contractor.

- f. Prior to award of the Contract, the Contractor shall submit, on the form provided by the Owner, a Certificate of Coverage verifying Workers' Compensation insurance is in place. The Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation insurance from each Subcontractor and shall provide a copy to the Owner prior to the Subcontractor beginning Work at the Project.

12. "ALL RISK" BUILDER'S RISK INSURANCE

- a. The Contractor shall procure and maintain, at its cost, all-risk Builder's Risk insurance with minimum coverage and limits as follows:
 - 1. **Contractor Controlled During Construction:** If the Site is controlled by the Contractor during the Project, the Contractor shall maintain "all-risk" Builder's Risk insurance for the Work and the entire structure or structures, if any, on which the Work is to be done with a minimum limit of not less than the insurable value of the structure(s) plus one hundred percent (100%) of the Contract Price and the value of all Change Orders, to represent the total value of the structure(s) and the Work on a replacement cost basis.
 - 2. **Owner Controlled During Construction:** If the Site is controlled by the Owner during the Project, the Owner will maintain insurance coverage on its building(s). The Contractor shall maintain "all risk" Builder's Risk insurance in an amount equal to one hundred percent (100%) of the Contract Price and the value of all Change Orders, to represent the total value of the Work on a replacement cost basis.
- b. Builder's risk insurance shall be provided on an "all risk" or equivalent policy form and shall include, without limitation, insurance against all perils. The insurance shall cover the costs of debris removal, temporary buildings, legal requirements, and compensation for A/E services and Contractor services required following an insured loss. The insurance shall cover portions of the Work stored off-Site, Work in transit, and all materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project.
- c. Such insurance may include a deductible provision if the Owner so provides in the Supplemental General Conditions, in which case the Contractor will be liable for such deductible whenever a claim arises. Any loss payable under the Builder's Risk insurance shall be payable to the Owner, in accordance with its interests, as they may appear, and then to any other persons insured thereunder.

Written evidence of this insurance and a copy of the policy shall be provided to the Owner no later than thirty (30) Days following the award of the Contract. The policy shall not be canceled, dropped, replaced, or materially changed without at least thirty (30) Days' prior written Notice to and consent of the Owner.

- d. Builder's risk insurance shall include the interest of the Contractor, the Owner, the Commonwealth, and all Subcontractors and Sub-subcontractors. Contractor shall maintain the builder's risk insurance until Final Payment by the Owner or until no person other than the Owner has an insurable interest in the Work, whichever is later.
- e. Any insurance provided through the Department of Treasury, Division of Risk Management, on buildings, construction, additions or renovations will not extend to Contractor's nor Subcontractors' buildings, equipment, materials, tools or supplies unless these items are to become property of the Owner upon completion of the Project and the Owner has assumed responsibility for such items at the time of the loss.

13. TAXES, FEES AND ASSESSMENTS

The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments arising out of the Work, except the taxes, fees and assessments on the real property comprising the Site. If the State Building Official elects to have the local building official inspect the Work as provided by *Code of Virginia* § 36-98.1, the Owner shall pay the resulting fees to the local building official.

14. PATENTS

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

15. ARCHITECT/ENGINEER'S STATUS

- a. The A/E shall have authority to endeavor to secure the faithful performance of the Work by Contractor. The A/E shall review the Contractor's Submittals for conformance to the requirements of the Contract Documents and return copies to the Contractor with appropriate notations. The A/E shall interpret the requirements of the Plans and Specifications and issue Field Orders to the Contractor as may be required. The A/E shall recommend to the Owner suspension of the Work (in whole or in part) whenever such suspension may be necessary to ensure the proper execution of the Work or the requirements of the Contract. The A/E shall have authority to reject, in writing, Work, including material, installation or workmanship, which does not conform to the Contract Documents or is Defective. The A/E shall determine the progress and quality of the Work, subject to the right of the Owner to make an overriding decision to the contrary. Upon request by the Contractor, the A/E shall confirm, in writing within fourteen (14) Days, any verbal order or determination made by the A/E.
- b. The A/E shall have no authority to approve or order changes in the Work which alter the design concept or which call for an extension of the Contract Completion Date or Final Completion or a change in the Contract Price.
- c. The Owner shall have the right, but not the duty, to countermand any decision of the A/E and to follow or reject the advice of the A/E, including but not limited to acceptance of the Work, as it deems best in its sole discretion. In those instances where the A/E has been given authority to act, the A/E shall promptly do so, but in the case of disagreement between the A/E and the Owner, the decision of the Owner shall be final. The Contractor shall not be bound by any determination, interpretation or decision of the A/E contrary to the A/E's authority or that is not consistent with the Contract Documents. The party taking issue with the determination, interpretation or decision of the A/E shall give the other party written notice of such fact within fourteen (14) days after the determination, interpretation or decision is communicated by the A/E. In the actual performance of the Work, the Contractor shall proceed in accordance with instructions given by the A/E unless the Owner and the Contractor mutually agree in writing or by Change Order that the Contractor

shall proceed otherwise.

- d. All orders from the Owner to the Contractor shall either be transmitted through the A/E or communicated directly to the Contractor and the A/E by the Owner.
- e. Should the Owner choose to employ another or different A/E, the status of the A/E so employed shall be the same as that of the former A/E.
- f. The A/E shall provide a progress report to the Owner and the Contractor after each A/E visit to the Site. The report shall be in writing indicating the date, time of day, weather conditions and the names of the persons representing the A/E who participated in the visit. The report shall advise the Owner of any problems that were noted or observed and shall compare the A/E's observations of the actual progress of the Work with that reported by the Contractor. On the basis of its on-Site observations, the A/E will make every reasonable effort to guard the Owner against delays, defects, and deficiencies in the Work of the Contractor. The A/E shall have the authority to inspect the Work, to note and report Defective Work and deviations from the Contract Documents to the Owner, to reject Work, and to recommend to the Owner the suspension of the Work when necessary to prevent Defective Work from proceeding or being covered.
- g. The A/E shall not be responsible for construction means, methods, techniques, sequences or procedures (other than those expressly specified in the Contract Documents), or for safety precautions and programs in connection with the Work. The A/E shall not be responsible for the Contractor's failure to carry out the Contractor's own responsibilities.
- h. The A/E generally conveys written decisions and Notices to the Contractor through the Project Manager and shall generally receive information and Notices from the Contractor through the Project Manager unless otherwise agreed. The Owner may delegate from the A/E to the Project Manager certain inspection, verification, acceptance, rejection, and administrative duties and authority, but any such delegation shall be in writing and a copy thereof provided to the Contractor.
- i. The provisions of this Section are included as information only to describe the relationship between the Owner, A/E, and Contractor. No failure of the A/E to act in accordance with this Section shall relieve the Contractor from its obligations under the Contract or create any rights in favor of the Contractor against the Owner.

16. INSPECTION

- a. All material and workmanship shall be subject to inspection, examination and testing by the Owner, the A/E, the Project Inspector, authorized inspectors and authorized independent testing entities at any and all times during manufacture and/or construction. The A/E and the Owner shall have authority to reject Defective Work and non-conforming material and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the Site. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of Defective Work, the Owner may replace such material and/or correct such Work and charge the cost to the Contractor, or may terminate the Contract as provided in Section 41 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided in Section 41 for termination thereunder.
- b. Site inspections, tests conducted on Site and tests of materials gathered on Site which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials

necessary and convenient for making such tests. Except as provided in (d) below, whenever such examination and testing finds Defective Work or non-conforming materials or equipment, the Contractor shall reimburse the Owner for the cost of reexamination and retesting. Although conducted by independent testing entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If fees are charged for such tests and certifications, they shall be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires the Contractor to perform or to pay, together with any inspections and tests which it chooses to perform for its own purposes, but which are not required by the Contract.

- c. Where Work is related to or dependent on Defective Work, the Contractor shall stop such related or dependent Work until the Defective Work is corrected or an alternative solution is presented that is satisfactory to the Owner. Where Work is rejected as Defective, the Contractor shall stop like Work in other areas or locations on the Project until the Owner has approved corrective measures.
- d. Should it be considered necessary or advisable by the Owner or the A/E at any time before the Final Completion Date to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be Defective in any respect, the Contractor shall bear all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction and correction of the Defective Work. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing, and Contractor's cost of material and labor necessary for replacement of the examined Work including a markup of fifteen (15%) percent for overhead and profit, shall be paid to the Contractor and, if the Contract Completion Date was delayed thereby, a time extension equivalent to the impact on the Critical Path shall be issued by Change Order. Notwithstanding the foregoing, the Contractor shall be responsible for all costs and expenses in removing and replacing the Work if the Contractor had covered the Work prior to any inspection or test required by the Contract Documents or contrary to the instructions of the A/E, Owner, Project Inspector, or Building Official.

The Project Inspector has the authority to recommend to the A/E and the Owner that the Work be suspended when in his or her judgment the Contract Documents are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that the Work in question was in full compliance with the Contract Documents.

- e. The Project Inspector has the right and the authority to:
 1. Inspect all construction materials, equipment, and supplies for quality and for compliance with the Contract Documents and/or approved shop drawings and Submittals.
 2. Inspect workmanship for compliance with the standards described in the Contract Documents.
 3. Observe and report on all tests and inspections performed by the Contractor.
 4. Recommend rejection of Work which does not conform to requirements of the Contract Documents or is Defective.
 5. Keep a record of construction activities, tests, inspections, and reports.

6. Attend all Site construction meetings and inspections held by the Owner and/or the A/E with the Contractor.
 7. Check materials and equipment, together with documentation related thereto, delivered for conformance with approved Submittals and the Contract.
 8. Check installations for proper workmanship and conformance with shop drawings and installation instructions.
 9. Assist in the review and verification of the Form CO-12, Schedule of Values and Certificate for Payment, submitted by the Contractor each month.
 10. Do all things for or on behalf of the Owner as the Owner may direct in writing.
- f. The Project Inspector has no authority to:
1. Authorize deviations from the Contract Documents;
 2. Enter into the area of responsibility of the Contractor's superintendent;
 3. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures unless specifically required by the Contract Documents or in regard to safety precautions and programs in connection with the Work;
 4. Authorize or suggest that the Owner occupy the Project, in whole or in part; or
 5. Issue a certificate for payment.
- g. The duties of the Project Inspector are for the benefit of the Owner only and not for the Contractor. The Contractor may not rely upon any act, statement, or failure to act on the part of the Project Inspector, nor shall the failure of the Project Inspector to properly perform his or her duties in any way excuse Defective Work, improper performance of the Work, or noncompliance with the Contract Documents by the Contractor.

17. SUPERINTENDENCE BY CONTRACTOR

- a. The Contractor shall have a competent foreman or superintendent, satisfactory to the A/E and the Owner, on the Site at all times during the performance of the Work. The superintendent shall be familiar with and be able to read and understand the Contract Documents and be capable of communicating verbally and in writing with the Owner's representatives, the A/E, and the Contractor's workers. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, for coordinating all portions of the Work except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in foreman or superintendent, including the reason therefore, prior to making such change.
- b. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the Project, and shall not employ on the Work, or contract with, any unfit person, anyone not skilled in the Work assigned to him or her, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors or anyone who will not interact appropriately with the public.
- c. The Owner may, in writing, require the Contractor to remove from the Site any employee or Subcontractor's employee the Owner deems to be incompetent, careless, not working in harmony with others on the Site, not interacting appropriately with the public, or otherwise objectionable, but the Owner shall have no obligation to do so.

18. CONSTRUCTION SUPERVISION, METHODS AND PROCEDURES

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

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

- b. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the A/E, subject to the Owner's right to disapprove. The Contractor must submit its written request for the substitution to the A/E with sufficient information to allow the A/E to determine that the substitute proposed is equivalent to that indicated or required by the Contract.
- c. The Plans and Specifications are divided into several parts, or sections, for convenience only and because the entirety of the Plans and Specifications must be considered and construed as a whole. The divisions of the Plans and Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or to limit the Work performed by any trade. The Contractor shall be solely responsible for the coordination of the trades, Subcontractors and vendors engaged in the Work and for the compensation of the trades, Subcontractors and vendors for the Work performed.

19. SCHEDULE OF THE WORK

- a. **General:** The Contractor is responsible for the scheduling and sequencing of the Work, for coordinating the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule to finish on or before the Contract Completion Date. The Contractor may attempt to achieve Substantial Completion before the Contract Completion Date and receive payment in accordance with Section 36 for the Work completed each period. However, the Contract Completion Date shall be used in all schedules and schedule updates as the deadline for which Substantial Completion is to be achieved. The time (in Days) between the Contractor's planned early completion and the Contract Completion Date is part of the Float. Extensions of time allowed pursuant to Sections 38, 39, and 43, the determination of any compensation for compensable delay, and all other matters between the Owner and the Contractor will be determined using the Contract Completion Date, not an earlier Substantial Completion date planned by the Contractor.

Within two (2) weeks after the Contractor signs the Contract, unless otherwise extended by the Owner at the time of the signing, the Contractor shall prepare and submit to the Owner, with a copy to the A/E, a schedule for achieving Substantial Completion by the Contract Completion Date. The preliminary schedule shall be in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area. The Owner will notify the Contractor of any comments on the preliminary schedule within fifteen (15) Days of receipt by the Owner.

A fully complete Project schedule meeting the requirements set forth below in subparagraph (1) or (2), as applicable, must be submitted no later than sixty (60) Days after the Contract is signed by the Owner.

1. For Contracts with a Contract Price less than \$1,500,000, a “critical path method” or bar graph schedule may be utilized. The schedule shall indicate the estimated starting and completion dates for each major element of the work and satisfy the requirements of Section 19 (b) below.
2. For Contracts with a Contract Price of \$1,500,000 or more, a “critical path method” schedule shall be utilized to control the planning and scheduling of the Work. The “critical path method” schedule shall be the responsibility of the Contractor and shall be paid for by the Contractor and shall satisfy the requirements of Section 19(c) below.

It is the Contractor’s responsibility to submit a schedule that shows Substantial Completion of the Work by the Contract Completion Date and completion of any portions of the Work by any interim deadlines established by the Contract.

The Contractor shall allow sufficient time in the schedule for the A/E to conduct all reviews and inspections required under the A/E Contract with the Owner. If the A/E and the Contractor are unable to agree as to what constitutes sufficient time, the Owner shall determine the appropriate duration for such A/E activities.

The Owner and A/E review schedules and schedule-related submittals solely for compliance with the requirements of this Section. The Owner’s failure to reject or its acceptance of any schedule, graph, chart, recovery schedule, updated schedule, plan of action, monthly status report, or similar schedule-related submittals, shall not constitute a representation, admission, or warranty by the Owner, including but not limited to a representation, admission, or warranty that the schedule is feasible or practical or that contents therein are true or accurate, nor shall any such acceptance or failure to reject relieve the Contractor from sole responsibility for completing the Work by the Contract Completion Date.

No progress payments will be payable to the Contractor until after it has submitted a preliminary schedule which is acceptable to the Owner. Neither the second progress payment nor any subsequent payment shall be payable to the Contractor until it has submitted a fully complete Project schedule accepted by the Owner. No subsequent progress payments will be payable to the Contractor unless it submits each monthly Project report required by Section 19(d) in a form accepted by Owner and each recovery schedule required by Owner pursuant to Section 19(e).

Failure to provide a satisfactory preliminary schedule, fully complete Project schedule, or monthly Project report within the time limits stated above shall be a material breach for which the Owner may terminate the Contract in the manner provided in Section 41 of these General Conditions.

- b. **Bar Graph Schedule:** Where a bar graph schedule is allowed, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the Work by trade and by area, level, or zone, and shall schedule dates for all salient features and activities, including but not limited to the placing of orders for materials, submission of Shop Drawings and other Submittals for review, approval of Shop Drawings and Submittals by A/E, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. Each Work activity will be assigned a duration by the Contractor. One Day shall be the time unit used. The bar graph shall establish and show the Critical Path for the Work.
- c. **Critical Path Method Schedule:** Where a Critical Path method schedule is required, it shall be in the time-scaled precedence format using the Contractor’s logic and time estimates. The Critical

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Path method schedule shall be drawn or plotted with activities grouped or zoned by Work area or Subcontract rather than random (or scattered) format.

The Critical Path method schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features and activities of the Work, including not only the actual construction Work for each trade, but also the submission of Shop Drawings and Submittals for review, approval of Shop Drawings and Submittals by the A/E, placing of orders for materials, the manufacture and delivery of materials, the testing and installation of materials and equipment, and all Work activities to be performed by the Contractor. The Critical Path method schedule shall have no line-item activities longer than thirty (30) Days in duration, and activities shall be included to provide sufficient detail for effectively managing the sequence of the Work. Failure to include any element of Work required for the performance of this Contract shall not excuse the Contractor from completing all Work required within the Time for Completion and by the Contract Completion Date and any interim deadlines established by the Contract. Each Work activity will be assigned a duration by the Contractor.

When completed, the Critical Path method schedule shall be submitted to the A/E and the Owner for review. The Critical Path method schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, any constraints placed upon the activity, and clearly depict all activities on the Critical Path for the Work. Float and Free Float shall be indicated for all activities. Float, whether Free Float or Total Float, shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work by the Contract Completion Date.

On contracts with a price over \$5,000,000, each activity on the Critical Path method schedule shall also be attributable to, and correlate with, each activity on the Schedule of Values, the sum of which for all activities shall equal the Contract Price.

When accepted by the Owner and the A/E as compliant with the requirements of this Section, the schedule shall become the baseline Critical Path method schedule for the Project. Acceptance of the schedule by the Owner does not indicate agreement with, nor responsibility for, the proposed or actual duration of any activity or logic shown on the accepted schedule.

- d. **Monthly Project Reports:** The Contractor shall review progress of the Work not less than each month, but as often as necessary to properly manage the Project and stay on schedule to finish before the Contract Completion Date. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the latest accepted schedule as often as necessary to finish before the Contract Completion Date. The Contractor shall submit to the A/E along with each Certificate for Payment a copy of the bar graph schedule annotated to show the current progress or, for projects requiring a Critical Path method schedule, a monthly report of the status of all activities. The bar graph schedule or monthly status report submitted with each Certificate for Payment shall show the Work completed to date in comparison with the Work scheduled for completion, including but not limited to the dates for the beginning and completion of the placing of orders and the manufacture, testing and installation of materials, supplies and equipment. The form for these reports shall be approved by the A/E and the Owner prior to submission of the first Certificate for Payment. If any elements of the Work are behind schedule, regardless of whether they may prevent the Work from being completed on time, the Contractor must indicate in writing in the report what measures it is taking and plans to take to bring each such element back on schedule and to ensure that the Work is completed before the Contract Completion Date.
- e. **Progress Delay:** Should any of the following conditions exist, the Owner may require that the Contractor prepare, at no extra cost to the Owner, a plan of action and a recovery schedule for completing the Work by the Contract Completion Date:

1. The Contractor's monthly project report indicates delays that, in the judgment of the A/E or the Owner, call into question the Contractor's ability to complete the Work by the Contract Completion Date;
2. The Critical Path method schedule sorted by early finish dates shows the Contractor to be thirty (30) or more Days behind on the Critical Path schedule at any time during the Work, up to thirty (30) Days prior to the Contract Completion Date;
3. The Contractor desires to make changes in the logic or sequencing of Work activities or the planned duration of future activities of the Critical Path method schedule which, in the judgment of the A/E or the Owner, are of a significant departure from those of the baseline schedule or prior schedule updates.

The plan of action and recovery schedule, when required, shall contain a narrative explanation and display how the Contractor intends to regain compliance with the most current and Owner accepted Critical Path method schedule, as updated with approved Change Orders, if any.

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

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

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

20. SCHEDULE OF VALUES AND CERTIFICATE FOR PAYMENT

- a. Before submittal of the first Certificate for Payment, the Contractor shall prepare for review and approval of the A/E and the Owner the Schedule of Values listed by trades or by Specifications sections for the Work, the total for which equals the Contract Price. Where the Work has multiple parts or phases, the Contractor shall prepare appropriate Schedules of Values to facilitate reviews of Certificate for Payment submitted for each part or phase.

All Certificates for Payment shall be made in the ASTM Unifomat II structure on the Form CO-12, Schedule of Values and Certificate for Payment.

- b. If the Contractor requests, or intends to request, payment for materials stored in an approved and secure manner, the Schedule of Values must indicate the amount for labor and the amount for

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materials, and in a supplement thereto must include an itemized list of materials for that trade or Work section. The material breakdown shall be in sufficient detail to allow verification of the quantities required for the Project, the quantities delivered, the Work completed, and the quantities stored on or off-Site.

- c. The Contractor shall complete the "Value of Work Completed" portion of the Form CO-12, complete and sign the Contractor's certification, and attach all substantiating material each Certificate for Payment. Such substantiating material includes, but is not limited to, invoices for materials, delivery tickets, timesheets, payroll records, daily job logs/records, and similar materials which, in the opinion of the Owner and the A/E, are necessary or sufficient to justify payment of the amount requested.
- d. The labor progress for any task or activity shall be calculated based upon the percentage of Work complete up to fifty percent (50%) of the completion of the task or activity. Thereafter, the evaluation of labor progress will be based upon the effort required to complete that task or activity. The material progress shall be calculated as the invoiced dollar cost of materials used in relation to the amount estimated as necessary to complete a particular element of Work. When calculating material progress, credit shall be given for installed material as well as that stored on the Site and any material stored off-Site which has been certified by the A/E in accordance with Section 36 of these General Conditions.
- e. Should Work included in previous Certificates for Payment, and for which payment has been made, subsequently be identified by tests, inspection, or other means, as Defective or not acceptable or not conforming to the Contract Documents, the "Value of Work Completed" portion of the first Certificate for Payment submitted after such identification shall be modified to reduce the "completed" value of that Work to a percentage reflecting only that work which is not Defective or nonconforming.

21. ACCESS TO WORK

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

22. SURVEYS AND LAYOUT

- a. The Owner shall furnish the Contractor documents showing property lines and the location of existing buildings and improvements at the Site. The Contractor shall provide competent surveying and engineering services to execute the Work and shall be responsible for the accuracy of those surveying and engineering services.
- b. The Owner shall provide the general reference points and benchmarks on the Site as required of it by the Plans and Specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, it shall promptly notify the A/E.
- c. The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without prior written Notice to the A/E and prior written approval from the Owner. Benchmarks and monuments that are lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior written approval of the Owner, be replaced and accurately located by the Contractor.

23. PLANS AND SPECIFICATIONS

- a. The general character and scope of the Work are illustrated and described by the Plans and the Specifications. If the Contractor deems additional detail or information to be needed, the

Contractor shall request the same in writing from the A/E. The request shall precisely state the detail or information needed and shall explain why it is needed. The Contractor shall also indicate a date by which the requested information is required. The A/E shall provide by Field Order such further detail and information as is necessary by the date required so long as the date indicated is reasonable. Any additional drawings and instructions supplied to the Contractor shall be consistent with the Contract Documents, shall be true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions at no additional cost to the Owner and with no time extension.

- b. If the Contractor finds a conflict, error, omission, or other discrepancy in the Plans or Specifications, he shall notify the A/E in writing as soon as possible, but before proceeding with any Work that is or may be impacted by the matter. The A/E shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional or extra Work, it shall provide Notice of its request for additional time and/or compensation to the Owner and A/E prior to proceeding with that Work. The Contractor also shall submit a request for Change Order along with a detailed substantiating cost proposal through the A/E to the Owner within fourteen (14) Days of the receipt of the Field Order or before proceeding with the Work, whichever is earlier.
- c. If a conflict, error, omission or other discrepancy in Plans or Specifications was reasonably apparent or with reasonable diligence should have been apparent to the Contractor prior to submitting its bid or Proposal, and the Contractor failed to submit a question to the A/E in the time and manner required by the Instructions to Bidders, then the Contractor shall not be entitled to additional compensation or time or entitled to bring a claim against the Owner based on such conflict, error, omission or other discrepancy. If the Contractor performs any Work, or is delayed in performing any Work, where such Work involves a conflict, error, omission, or other discrepancy in the Plans or Specifications that the Contractor knew about, or with reasonable diligence should have known about, for which the Contractor failed to provide Notice to the A/E and Owner as required, the Contractor shall assume full responsibility for the Work or delay and shall bear all costs attributable to correcting any Work requiring correction or to any delay, and such conflict, error, omission, or other discrepancy shall not be the basis for a claim against or any recovery from the Owner.
- d. In case of differences between a small and large scale Drawing, the large scale Drawing shall govern. Where on a Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.
- e. Where the word "similar" appears on a Drawing, it shall be interpreted in its general sense and not as meaning "identical," and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- f. Measurements or dimensions shown on the Drawing for Site features, utilities, buildings, structures, or improvements shall be verified at the Site by the Contractor before commencing the Work. The Contractor shall not scale measurements or dimensions from a Drawing. If there are discrepancies among Drawings or the Plans, the Contractor shall notify and request clarification from the A/E before proceeding with the impacted Work. If new Work is to connect to, match with or be provided in existing facilities, buildings, or improvements, the Contractor shall verify the actual existing conditions and necessary dimensions prior to ordering or fabrication of materials or construction.
- g. As-Built Drawings: The Contractor shall maintain at the Site for the Owner one copy of the As-Built Drawings in good order and marked to record all changes as they occur during construction. These shall be available to the A/E, the Owner, the Project Inspector, the Owner's other inspectors and to the Owner's testing personnel

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- h. Preparation of Record Drawings: Upon completion of the Work and prior to the final inspection, the Contractor shall deliver to the A/E, for preparation of the Record Drawings, one complete set of "As Built" Drawings depicting the Work in its as-built condition at Final Completion.

24. SUBMITTALS AND PROJECT RECORDS

- a. The Contractor shall submit a listing of all Submittals required by the A/E or which the Contractor identifies as necessary, stating the dates for the submission of each Submittal. The listing shall be in a format acceptable to the A/E. The Contractor shall identify all Submittals with the Owner's Project Code Number as required by Section 24(e).
- b. Submittals shall be forwarded to the A/E for approval if required by the Specifications or if requested by the A/E or the Owner. No part of the Work dealt with by a Submittal shall be ordered, fabricated or installed by the Contractor, except at its own risk, until the Submittal for that Work has been approved.

Working drawings, Shop Drawings and/or Submittals for fire protection, fire alarm, fire detection and security systems shall be submitted to, and approved by, first the A/E and then the Building Official prior to ordering, fabricating or installing such systems. The Contractor shall be solely responsible for obtaining such approvals. No part of the Work involving such systems shall be ordered, fabricated or installed by the Contractor until such approvals have been obtained.

- c. The Contractor shall furnish to the A/E for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When Submittals are required by this Contract for materials, the Contractor shall furnish full information concerning the material or articles which the Contractor intends to incorporate in the Work. When required, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.
- d. Unless otherwise indicated or required by the Specifications, Shop Drawings shall be submitted in the form of one reproducible tracing and three blue-line or black-line prints. Catalog cuts, product data and other non-reproducible literature, except certificates, shall be submitted in six (6) copies minimum, of which three (3) will be retained by the A/E and the remainder will be returned to the Contractor. The Contractor shall maintain one copy of all approved Shop Drawings and Submittals in the construction trailer for use by inspectors. If agreed by the Owner, A/E, and Contractor, Submittals may be provided in electronic format in lieu of hardcopy format.
- e. Submittals shall be accompanied by a letter of transmittal which shall list the Project Code Number, the Submittals included, and the date. Submittals shall be complete in every respect and bound in sets. Each Submittal shall be clearly marked to show each item, component and/or optional feature proposed to be incorporated into the Work. Each Submittal shall contain specific references to the sections of the Plans and Specifications to which the item or component that is the subject of the Submittal relates.
- f. The Contractor shall check Submittals for compliance with the requirements of the Contract Documents. The Contractor shall clearly note in writing any and all items which deviate from the requirements of the Contract Documents. Reasons for deviation shall be included with the Submittal. The Contractor shall be solely responsible for checking all dimensions and coordinating all materials and trades to ensure that the components or products proposed, individually or in combination, will fit in the space available and that they will be compatible with other components or products provided.
- g. After checking each Submittal, the Contractor shall stamp each sheet of the Submittal with the

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

The equipment and material shown and marked in this Submittal is proposed to be incorporated into this Project, is in compliance with the Contract Plans and Specifications unless otherwise shown in bold-face type or lettering and listed on a page or pages captioned "**DEPARTURES FROM PLANS AND SPECIFICATIONS**", and can be installed in the allocated spaces.

Reviewed by _____ Date _____

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

- h. The Contractor shall forward all Submittals sufficiently in advance of construction activities and requirements to allow sufficient time for checking, correcting, resubmitting and rechecking each Submittal.
- i. If a Submittal indicates a departure from the Contract Documents, the A/E may reject the Submittal or recommend it to the Owner, who shall approve or reject it as the Owner, in its sole discretion, sees fit. Any departure from the Contract Documents must be authorized by a Change Order if it results in adjustment of the Contract Price or the Contract Completion Date.
- j. The A/E is responsible to the Owner, but not to the Contractor, to verify that the information, equipment and materials depicted in Submittals conform to the design concept and functional requirements of the Plans and Specifications, that the detailed design portrayed in Shop Drawings and proposed equipment and materials shown in Submittals are of the quality specified and will function properly, and that the Submittals comply with the Contract Documents.
- k. The Work shall be in accordance with approved Submittals. Approval of the Contractor's Submittals by the A/E does not relieve the Contractor from responsibility for complying with the Contract Documents.
- l. The Plans and/or Specifications may indicate that the A/E designed or detailed a portion of the Work-around a particular product. Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the responsibility of the Contractor and shall be made at no extra cost to the Owner. If the plans were noted as designed or detailed around a particular product and/or if a product is named when a "brand name or equal" requirement has been used, other products may be utilized following Section 26 of these General Conditions.
- m. Additional Submittal requirements are shown in the Specifications.
- n. Ownership of all materials and documentation including Shop Drawings, BIM models, copies of any calculations and analyses prepared and other Project-specific details of building components created during the Submittal process shall belong exclusively to the Owner. These materials and documentation, whether completed or not, shall be the property of the Commonwealth of Virginia, whether the Work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

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Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act, provided the bidder, offeror, or contractor timely invoked the protections of *Code of Virginia* § 2.2-4342(F).

- o. The Contractor shall maintain comprehensive records of all documentation produced in the performance of the Work and maintain a records management system to provide for document tracking, organization, storage and archiving of such documentation. The Contractor's records management system shall provide for the electronic storage and transmission of Project documents and information through one or more of the following methods: (1) web accessible project management software; (2) electronic files shared utilizing removable electronic media; (3) paper copies of documentation; or (4) in such manner agreed to by the Owner and Contractor. Such records shall be retained by the Contractor for a period of five (5) years following the Final Completion Date. The Contractor shall make the project documentation available to the Owner within five (5) Days of request in an orderly, indexed manner to allow individual documents to be easily located and reviewed. The Contractor shall ensure all documentation is kept current and stored in the records management system in a timely manner.
- p. The Contractor's Project documentation shall include regular construction photographs to show progress of the Work and items that are or may be the subject of Contractor or Subcontractor claims. The photographer shall label each photograph with, at a minimum, the Project name, building name/number, City, State, name of Contractor/Subcontractor(s) whose work is depicted, date and time the photograph was taken, description of weather conditions, subject matter and viewpoint of the photograph, name of the photographer, and the names of any observers.

25. FEES, SERVICES AND FACILITIES

- a. The Contractor shall obtain all permits, except the Building Permit, and pay for all fees and charges necessary for temporary access, public right-of-way blockage or use, temporary connections to utilities, and the use of property (other than the Site) for storage of materials and other purposes, unless otherwise specifically stated in the Contract Documents.
- b. Certain projects such as renovations and interior modifications of existing buildings will usually have water and electric service to the building. In those instances, water and electric power, if required for the Work under the Contract, will be furnished by the Owner subject to reasonable use by the Contractor, but only to the extent and capacity of present services. The Contractor shall be responsible for providing required connections, temporary wiring, piping, etc. to these services in a safe manner and in accordance with applicable codes. All temporary wire, pipe, etc. shall be removed before the Substantial Completion inspection. Acceptance by the Contractor of the use of Owner's water and electricity constitutes a release to the Owner of all claims and of all liability to the Contractor for any damages which may result from the use of such utilities and power and water outages or voltage variations.
- c. The Owner shall pay any connection charges for permanent utility connections directly to the utility Supplier. The Contractor shall coordinate such connections with the utility Supplier.
- d. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor, either directly or through its Subcontractors, shall provide and pay for all material, labor, tools, equipment, water, light, power, telephone and other services or facilities of every nature whatsoever necessary to execute completely and deliver the Work before the Contract Completion Date.
- e. The Contractor shall provide all required temporary facilities, including Contractor's office space, Owner's Project Inspector's office space (if required by the Specifications), sanitary facilities, and

storage space, as required for the operations and the protection of the materials and the Work. Number, sizes and locations shall be subject to approval of the Owner. Sanitary facilities shall be plumbed into an approved waste treatment system or shall be an approved type of chemical toilet and shall be regularly serviced.

26. EQUALS

- a. **Brand names:** Unless otherwise stated in the Specifications, the identification of a certain brand, make or manufacturer denotes the characteristics, quality, workmanship, economy of operation and suitability for the intended purpose of the article to be supplied, but does not restrict the Contractor to the specific brand, make, or manufacturer indicated. Rather, the information conveys to the Contractor the general style, type, character and quality of the article to be supplied.
- b. **Equal materials, equipment or assemblies:** Whenever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded merely as a standard. Any other brand, make or manufacturer of a product, assembly or equipment which in the opinion of the A/E is the equal of that specified, considering quality, capabilities, workmanship, configuration, economy of operation, useful life, compatibility with design of the Work, and suitability for the intended purpose, will be accepted unless rejected by the Owner as not being equal.
- c. **Substitute materials, equipment or assemblies:** The Contractor may propose to substitute a material, product, equipment, or assembly which deviates from the requirements of the Contract Documents but which the Contractor deems will perform the same function and have equal capabilities, service life, economy of operations, and suitability for the intended purpose. The proposal must include any cost differentials proposed. The Owner will have the A/E provide an initial evaluation of such proposed substitutes and provide a recommendation on acceptability and indicate the A/E's redesign fee to incorporate the substitution into the Contract Documents. The Owner shall have the right to limit or reject substitutions at its sole discretion.
- d. The Contractor shall be responsible for making all changes in the Work necessary to adapt and accommodate any equal or substitute product approved for use by Owner. The necessary changes shall be made at the Contractor's expense.

27. AVAILABILITY OF MATERIALS

If a brand name, material, product, or model number included in the Contract Documents is not available on the present market, alternate equal materials, products or model numbers may be proposed by the Contractor through the A/E for approval by the Owner through the process set forth in Section 26.

28. CONTRACTOR'S TITLE TO MATERIALS

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

29. STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP

- a. Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new or Recycled and in first-class condition.
- b. Unless specifically approved by the Owner or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry

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to be hazardous to the health of building construction workers, maintenance workers, or occupants, or harmful to other building components, materials or products. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous or harmful materials, it shall notify the Owner and the A/E immediately and shall take no further steps to acquire or install any such material without first obtaining Owner approval.

- c. All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by Persons skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of Persons performing the Work. Poor or inferior workmanship (as determined by the A/E, the Owner or other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the A/E, the Owner, and other inspecting authority, as applicable.
- d. Where materials, supplies or equipment are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the Plans or Specifications, in which case the Contractor shall notify the A/E of the inconsistency and obtain written guidance from the A/E before proceeding with any Work involving the item.
- e. Where the Specifications or Plans refer to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the National Fire Protection Association ("NFPA"), National Electric Code ("NEC"), Occupational Safety and Health Act ("OSHA") and other codes and standards applicable to installations and associated work by trade.
- f. Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation of specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult, in advance, with the A/E for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question.
- g. During and/or at the completion of installation of any items, the tests designated in the Plans or Specifications necessary to assure proper and satisfactory functioning for its intended purpose shall be performed by the Contractor or by its Subcontractor responsible for the completed installation. All costs for such testing are to be included in the Contract Price. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

30. WARRANTY OF MATERIALS AND WORKMANSHIP

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work shall be new or Recycled, in first-class condition, and in accordance with the Contract Documents. The Contractor further warrants that the Work shall be of the highest quality and in accordance with the Contract Documents and shall be performed by Persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered Defective.

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

31. USE OF SITE AND REMOVAL OF DEBRIS

- a. The Contractor shall:
 - 1. Perform the Work in such a manner as not to interrupt or interfere with the operation of any existing activity on, or in proximity to, the Site or with the Work of any other separate contractor;
 - 2. Store its apparatus, materials, Supplies and equipment in such orderly fashion at the Site of the Work as will not unduly interfere with the progress of its Work or the work of any other separate contractor; and
 - 3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- b. The Contractor expressly undertakes, either directly or through its Subcontractor(s), to effect all cutting, filling or patching of the Work required to make the same conform to the Plans and Specifications, and, except with the consent of the A/E, not to cut or otherwise alter the work of any other separate contractor. The Contractor shall not damage or endanger any portion of the Work or Site, including existing improvements, unless called for by the Contract.
- c. The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to ensure that at all times the Site shall present a neat, orderly and workmanlike appearance. No refuse, rubbish, scrap material or debris shall be left within the completed Work nor buried on the Site, but shall be removed from the Site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The Contractor expressly undertakes, either directly or through its Subcontractor(s), before Final Payment or such prior time as the Owner may require: to remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations and to put the Site in a neat, orderly condition; to thoroughly clean and leave reasonably dust-free all finished surfaces, including all equipment, piping, etc., on the interior of all buildings; and to clean thoroughly all glass installed under the Contract, including the removal of all paint and mortar splatters and other defacements.

If the Contractor fails to clean up as required herein, the Owner may do so and charge the costs incurred thereby to the Contractor in accordance with Section 10 (b).

- e. The Contractor shall have, on-Site, an employee certified by the Department of Environmental Quality as a Responsible Land Disturber who shall be responsible for the installation, inspection and maintenance of erosion control and stormwater management measures and devices. The Contractor shall identify this employee to the Owner and the A/E in writing prior to any land disturbance on Site. The Contractor shall prevent Site soil erosion, the runoff of silt and/or debris carrying water from the Site, and the blowing of debris off the Site in accordance with the applicable requirements and standards of the Contract and the Virginia Department of Environmental Quality's Erosion and Sediment Control Regulations and the Virginia Stormwater Management Regulations.

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32. TEMPORARY ROADS

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

33. SIGNS

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

34. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor expressly undertakes both directly and through its Subcontractors, to take every reasonable precaution at all times for the protection of all Persons and property at or near the Site or which may be affected by the Contractor's Work.
- b. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Any violation of safety requirements or duties or any potential safety hazard that is known to the Contractor or which is brought to the attention of the Contractor by the A/E, the Owner, or any other Persons shall be immediately abated.
- c. The provisions of all rules and regulations governing health and safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*, shall apply to all Work under this Contract.
- d. The Contractor shall continuously maintain adequate protection of all the Work and Site from damage and shall protect the Owner's property from injury or loss arising in connection with the Work. The Contractor shall make good any damage, injury or loss caused by its operations or the Work, except as may be directly and solely due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection of Persons and the Site and the Work as required by public authority, local conditions, or the Contract.
- e. In an emergency affecting the health, safety, or life of Persons, or threatening loss or damage to the Work or adjoining property, the Contractor, without special instruction or authorization from the A/E or the Owner, shall act promptly, at its discretion, to prevent such threatened loss or injury. The Contractor shall carry out any instructions or directives issued by the A/E or Owner, to prevent threatened loss or injury, immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency actions or measures shall be submitted and determined as provided by Section 38.
- f. When necessary for the proper protection of the Work, temporary heating of a type compatible with the Work must be provided by the Contractor, at the Contractor's expense, unless otherwise specified.

35. CLIMATIC CONDITIONS

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

36. PAYMENTS TO CONTRACTOR

- a. Unless otherwise provided in the Contract, the Owner will make partial payments to the Contractor on the basis of a duly certified and approved Schedule of Values and Certificate for Payment (CO-12), showing the estimate of the Work performed during the preceding calendar month or work period, as recommended by the A/E. When evaluating the Contractor's Certificate for Payment, the A/E will consider the value of the Work in place, the value of approved and properly stored materials, the status of the Work in relation to the Contract Completion Date, and the estimated value of the Work remaining to achieve Final Completion. The A/E will schedule a monthly pay meeting to occur no earlier than the 25th day of the month represented by the Certificate for Payment and no later than the 5th day of the following month. The Contractor shall submit its Certificate for Payment so that it is received by the A/E and the Owner's Project Manager at least one work day prior to the date scheduled by the A/E for the monthly pay meeting. The Owner will review the estimate with the A/E and the Contractor at the monthly pay meeting, which shall be considered the receipt date, and may approve to pay any or all of the Certificate for Payment. In preparing estimates, the material delivered to the Site and preparatory Work done shall be taken into consideration, if properly documented as required by Section 20 of these General Conditions, or as may be required by the A/E, so that actual quantities supplied or performed may be verified. Materials or equipment purchased specifically for the Project, but stored off the Site within the Commonwealth of Virginia, may be considered for payment provided all of the following are accomplished prior to the submission of the Certificate for Payment in which payment for such item is requested:
 1. The Contractor must notify the Owner in writing, at least ten (10) Days prior to the submission of Certificate for Payment that specific items will be stored off-Site in a designated, secured place within the Commonwealth of Virginia. The Schedule of Values must be detailed to indicate separately both the value of the material and the labor/installation for trades requesting payment for stored materials. By giving such notification and by requesting payment for material stored off-Site, the Contractor warrants that the storage location is safe and suitable for the type of material stored and that the materials are identified as being the property of the Contractor, and agrees that loss of materials stored off the Site shall not relieve the Contractor of the obligation to timely furnish these materials for the Project and to achieve the Contract Completion Date. If the storage location is more than 20 miles from the Site, the Contractor may be required to reimburse the Owner for the cost incurred for travel to the storage location by Owner and/or the A/E to verify the Contractor's Certificate for Payment for materials stored off-Site. A supplementary agreement, acceptable to Owner, shall be required for payment for materials or equipment stored at a location that is not within the Commonwealth of Virginia.
 2. Contractor's notification and Certificate of Payment regarding stored materials shall:
 - a. Itemize the quantity of such materials and document with invoices showing the cost of said materials;
 - b. Indicate the identification markings used on the materials, which shall clearly reference the materials as for the Project;
 - c. Identify the specific location of the materials, which must be within reasonable proximity to the Site and within the Commonwealth of Virginia;
 - d. Include a letter from the Contractor's Surety which confirms that the Surety on the Performance Bond and the Labor and Material Payment Bond has been notified of the request for payment of materials stored off the Site and agrees that the materials are covered by the bonds; and

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- e. Include documentation establishing that the stored materials are covered by all-risk builder's risk insurance in an amount not less than the fair market value of the materials, which insurance shall include the Owner as an additional insured.
3. The A/E shall indicate, in writing, to the Owner that Submittals for materials stored off-Site have been reviewed and meet the requirements of the Contract Documents, that the stored materials meet the requirements of the Plans and Specifications, and that such materials conform to the approved Submittals. Should the A/E deem it necessary to visit the storage site to make such review, the Contractor shall bear the costs incurred therewith
 4. The Owner, through the A/E, shall notify the Contractor in writing of its decision whether to pay for materials stored off-Site.
 5. The Contractor shall notify the Owner in writing, through the A/E, when the materials are to be transferred to the Site and when the materials are received at the Site.
- b. Payment will not be made for materials or equipment stored on or off the Site which are not scheduled for incorporation into the Work within the six months next following submission of the Certificate for Payment without the prior written consent of the Owner, which consent may be withheld by the Owner if, in the Owner's sole discretion, it is not necessary to procure the materials more than six months in advance of use to assure their availability when needed.
 - c. No payment shall be made to the Contractor until:
 1. The Contractor furnishes to the Owner its Social Security Number (SSN), if an individual, or its Federal Employer Identification Number (FEIN), if a proprietorship, partnership, corporation or other legal entity.
 2. Certificates of Insurance and required evidence of compliance by the Contractor with all the requirements of Section 11 and Section 12, if applicable, have been delivered to the Owner.
 3. Certificates of Insurance and required evidence of compliance by each Subcontractor with the requirements of Section 11 and Section 12, if applicable, have been delivered to the Owner for payments based on Work performed by a Subcontractor.
 4. The Contractor has: (i) submitted a preliminary schedule which is acceptable to the Owner in accordance with Section 19(a); (ii) submitted a fully complete Project schedule accepted by the Owner in accordance with Section 19(a); (iii) submitted all monthly Project reports required by Section 19(d); and (iv) timely provided a recovery schedule pursuant to Section 19(e), if requested by the Owner.
 - d. The Owner shall withhold five percent (5%) of each progress payment to the Contractor until the Final Payment, unless otherwise provided by any law, regulation or program of the federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like. (*Code of Virginia* § 2.2-4333). The Owner may, at its sole discretion, agree on an item by item basis to release the retainage on items which are fully 100% complete and which have been accepted by the Owner as being tested and complete and on which no further action or work will be required. Retainage which is released by the Owner shall be distributed by the Contractor in conformance with Section 37.
 - e. All material and Work for which progress payments are made shall thereupon become the sole property of the Owner, but this provision shall not relieve the Contractor from the sole

responsibility for all materials and Work, including those for which payment has been made, or for the restoration of any damaged materials or Defective Work. No payment shall waive any right of the Owner to require Contractor to fulfill all of the terms and conditions of the Contract Documents

- f. The Final Payment, which shall include the retainage, less any amounts due to or claimed by the Owner, shall not become due until the A/E and the Owner agree that Final Completion has been achieved and until the Contractor shall deliver to the Owner through the A/E a Certificate of Completion by the Contractor (CO-13.2) and an Affidavit of Payment of Claims (CO-13), stating that all Subcontractors and Suppliers of either labor or materials have been paid all sums claimed by them for Work performed and materials furnished in connection with this Project less retainage. Amounts due the Owner which may be withheld from the Final Payment may include, but are not limited to, amounts due pursuant to Section 3(i), Section 16(a)-(d), Section 31(d), costs incurred to repair or replace Defective Work, costs incurred as a result of the Contractor's negligent acts or omissions or omissions of those for whom the Contractor is responsible, delay damages under Section 43(h), and any liquidated or actual damages.

If all Subcontractors and Suppliers of labor and materials have not been paid the full amount claimed by them, the Contractor shall list each to which an agreed amount of money is due or which has a claim in dispute. With respect to all such Subcontractors and Suppliers, the Contractor shall provide to the Owner, along with the Affidavit of Payment of Claims (CO-13), an affidavit from each such Subcontractor and Supplier stating the amount of their Subcontract or supply contract, the percentage of completion, the amounts paid to them by the Contractor and the dates of payment, the amount of money still due if any, any interest due the Subcontractor or Supplier, and whether satisfactory arrangements have been made for the payment of said amounts. If no agreement can be reached between the Contractor and one or more Subcontractors or Suppliers as to the amounts owed to the Subcontractors or Suppliers, the Owner may, in its discretion, interplead such portion of the moneys due to the Contractor which is claimed by the Subcontractor or Supplier into a Virginia Court or Federal Court sitting in Virginia, in the manner provided by law. Said interpleader and payment into court shall be deemed a payment to the Contractor. Nothing in this Section shall be construed as creating any obligation or contractual relationship between the Owner and any Subcontractor or Supplier, and the Owner shall not be liable to any Subcontractor or Supplier on account of any failure or delay of the Owner in complying with the terms hereof.

- g. Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of Record Drawings, equipment manuals, written warranties, acceptance of the Work by the Owner and the delivery of the affidavits required in Section 36(f), the A/E shall deliver the written Certificate of Completion by the A/E (CO-13.1) to the Owner, with a copy to the Contractor, stating the entire amount of Work performed and compensation earned by the Contractor. The Owner may accept the Work for occupancy or use while asserting claims against the Contractor, disputing the amount of compensation due to the Contractor, disputing the quality of the Work, disputing Final Completion, disputing Contractor's compliance with the Contract Documents, or any other reason.
- h. Unless there is a dispute about the compensation due to the Contractor, Defective Work, quality of the Work, compliance with the Contract Documents, Final Completion, claims by the Owner, other matters in contention between the parties, or unless monies are withheld pursuant to the Comptroller's Debt Setoff Program, within thirty (30) Days after receipt and acceptance of the Certificate for Payment in proper form by the A/E at the monthly pay meeting, the Owner shall pay to the Contractor the amount approved by the A/E, less all prior payments and advances whatsoever to or for the account of the Contractor. In the case of Final Payment, the completed Affidavit of Payment of Claims (CO-13), the Certificate of Completion by the Contractor (CO-13.2) and the Certificate of Completion by the A/E (CO-13.1) shall accompany the final Certificate for Payment which is forwarded to the Owner for payment. The date on which payment is due shall be referred to as the Payment Date. Payment shall be mailed on or before the

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Payment Date for amounts and Work not in dispute, subject to any set offs claimed by the Owner; provided, however in instances where further appropriations are required by the General Assembly or where the issuance of further bonds is required, in which case, payment shall be made within thirty (30) Days after the effective date of such appropriation or within thirty (30) Days after the receipt of bond proceeds by the Owner. All prior estimates and payments, including those relating to extra Work, may be corrected and adjusted in any payment and shall be corrected and adjusted in the Final Payment. In the event that any Certificate for Payment contains a defect or impropriety, the Owner shall notify the Contractor of any defect or impropriety which would prevent payment by the Payment Date within five (5) Days after receipt of the Certificate for Payment by the Owner from the A/E.

- i. Interest shall accrue on all amounts owed by the Owner to the Contractor which remain unpaid seven (7) Days following the Payment Date. Said interest shall accrue at the discounted ninety-day U.S. Treasury bill rate as established by the Weekly Auction and as reported in the publication entitled *The Wall Street Journal* on the weekday following each such Weekly Auction. During the period of time when the amounts due to the Contractor remain unpaid following the seventh (7) Day after the Payment Date, the interest accruing shall fluctuate on a weekly basis and shall be that established by the immediately prior Weekly Auction. It shall be the responsibility of the Contractor to gather and substantiate the applicable weekly interest rates to the satisfaction of the Owner and to calculate to the satisfaction of the Owner the interest due. In no event shall the rate of interest charge exceed the rate of interest charged pursuant to *Code of Virginia* § 58.1-1812. No interest shall accrue on retainage or when payment is delayed because of a dispute or disagreement between the Owner and the Contractor regarding the quantity, quality or timeliness of the Work, including, but not limited to, compliance with Contract Documents or the accuracy of any Certificate for Payment. This exception to the accrual of interest stated in the preceding sentence shall apply only to that portion of a payment which is withheld and shall apply only for the duration of the dispute. Nothing contained herein shall be interpreted to prevent the withholding of retainage to assure faithful performance of the Contract. These same provisions relating to payment of interest to the Contractor shall apply also to the computation and accrual of interest on any amounts due from the Contractor to the Owner for deductive change orders and to amounts due on any claims by the Owner. The date of mailing of any payment by the U.S. Mail is deemed to be the date of payment to the addressee. No interest penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program, as authorized by the Virginia Debt Collection Act (§ 2.2-4800 *et seq.*), commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to the Commonwealth, then interest shall accrue at the rate specified above on amounts withheld that remain unpaid after seven Days following the Payment Date. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
- j. The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims by the Contractor, its Subcontractors and Suppliers, and of all liability to the Contractor whatever, including liability for all things done or furnished in connection with the Work, except for things done or furnished which are the subject of unresolved claims for which the Contractor has filed a timely written Notice of intent and all other Notices and documentation required by the Contract Documents and provided a claim is submitted no later than sixty (60) Days after Final Payment. Acceptance of any interest paid by the Contractor shall be a release of the Owner from claims by the Contractor for late payment.
- k. No Certificate for Payment authorized by the A/E, and no payment, final or otherwise, no certificate of completion, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any Work or materials not in accordance with the Contract, nor shall the same relieve the Contractor of responsibility for nonconforming materials or Defective Work, or operate to release the Contractor or its Surety from any obligation under the Contract, the Standard Performance Bond and the Standard Labor and Material Payment Bond.

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

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

- a. Within seven (7) Days after receipt of amounts paid to the Contractor by the Owner for Work performed by the Subcontractor or Supplier under this Contract, the Contractor shall:
 1. Pay the Subcontractor or Supplier for the proportionate share of the total payment received from the Owner attributable to the Work performed by the Subcontractor or the materials furnished by the Supplier under this Contract; or
 2. Notify the Owner and the Subcontractor or Supplier, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor or Supplier's payment with the reason for nonpayment.
- b. The Contractor shall pay interest to its Subcontractor or Supplier on all amounts owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Owner for Work performed by the Subcontractor or materials furnished by the Supplier, except for amounts withheld as allowed under subsection (a) (2) of this Section.
- c. The Contractor shall include in each subcontract a provision requiring the Subcontractor to include in each of its subcontracts a provision requiring each of its subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Each Subcontractor shall include with its invoice to, or request for payment from, the Contractor, a certification that that Subcontractor has paid each of its suppliers and lower-tier subcontractors their proportionate share of previous payments received from the Contractor attributable to the Work performed or the materials furnished by it under this Contract.

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

38. **CHANGES IN THE WORK**

- a. The Owner may at any time, by written order utilizing the Change Order (CO-11) and without Notice to the sureties, make changes in the Work which are within the general scope of the Contract, except that no change will be made which alone will increase the total Contract Price to an amount more than twenty percent (20%) in excess of the original Contract Price without Notice to sureties. At the time of the Preconstruction Meeting described in Section 50(b), the Contractor and the Owner shall advise each other in writing of their designees authorized to accept and/or approve Change Orders and of any limits to each designee's authority. Should any designee change or the limits of their authority change, the party initiating such change in designee or authority shall give written Notice to the other Party and the A/E within seven (7) Days. The Contractor agrees and understands that the authority of the Owner's designee is limited by *Code of Virginia, § 2.2-4309* and any other applicable statute.

Change Orders shall be effective when signed by both parties, unless Governor approval (or by his or her designee) is required, in which event the Change Order shall be effective when signed by the Governor or his or her designee.

In any Change Order adjusting the Contract Price, the increase or decrease in the Contract Price shall be determined by one of the following methods as selected by the Owner:

1. **Fixed Price:** By a mutually agreed fixed amount adjustment to the Contract Price. The Change Order shall be substantiated by documentation from the Contractor itemizing the

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estimated quantities and costs of all labor, materials, and equipment required as well as any mark-up used. Any increase in the Contract Price shall include the Contractor's reasonable overhead and profit, including overhead for any unreasonable delay arising from or related to the Change Order and/or the change in the Work. See Subsections (d), (e) and (f), below.

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

3. **Cost Reimbursement:** The Owner may require the Contractor to perform change in the Work on a cost-reimbursement basis by issuing two Change Orders citing this Subsection: (a) an initiating Change Order, authorizing the changed Work; and (b) a confirming Change Order approving any adjustment in the Contract Price or the Contract Completion Date as a result of the change in the Work. The initiating Change Order shall:
 - a. Describe the scope or parameters of the change in the Work;
 - b. Describe the cost items to be itemized and verified for payment and the method of measuring the quantity of work performed;
 - c. Address the impact on the Critical Path and any adjustment to the Contract Completion Date;
 - d. Order the Contractor to proceed with the change to the Work;
 - e. Order the Contractor to keep in a form acceptable to the Owner, an accurate, itemized account of the actual cost of the change in the Work, including, but not limited to, the actual costs of labor, materials, equipment, and supplies;
 - f. Order the Contractor to annotate a copy of the Project schedule to accurately show the status of the Work at the time the initiating Change Order is issued, to show the start and finish dates of the changed Work, and the status of the Work when the changed Work is completed; and
 - g. State that a confirming Change Order will be issued to reflect any increase or decrease to the Contract Price and any change in the Contract Completion Date directly resulting from the change in the Work.

The Contractor shall sign the initiating Change Order acknowledging it will proceed with the change in the Work. The Contractor's signature on an initiating Change Order citing this Subsection 38(a)(3) shall not constitute the Contractor's agreement on the cost or time impact of the change in the Work.

Except as otherwise may be agreed to in writing by the Owner, costs incurred due to a change in the Work pursuant to this subsection 38(a)(3) shall not exceed those prevailing for the trades or crafts (based upon rates established by the U.S. Department of Labor, Bureau of Labor Statistics, or other generally recognized cost data publication), materials, and equipment in the locality of the Project, may include only those items listed as allowable in Subsection 38(e), and shall not include any of the costs listed as not allowable in Subsection 38(f). The Owner shall be permitted, on a daily basis, to verify

the Contractor's cost records and may require such additional records as are necessary to determine the cost of the change to the Work.

Within fourteen (14) Days after the completion of the change in the Work, the Contractor and the Owner shall review and reconcile all cost records and schedule information regarding the change in the Work. The parties shall prepare a confirming Change Order addressing: (i) any change in the Contract Price resulting from the change in the Work, based on the records kept and the Contractor's allowance for overhead and profit determined in accordance with the provisions set forth in Subsections 38(d), (e), and (f) below; and (ii) any change in the Contract Completion Date as a result of the change in the Work's impact on the Critical Path. If agreement on the confirming Change Order is not reached within the fourteen (14) Day period following completion of the change in the Work, the Contractor may submit a claim for the disputed cost or time as provided for in Section 47.

4. The Owner may issue a unilateral Change Order for any change in the Work stating the change in the Contract Price and/or change in the Contract Completion Date deemed appropriate by the Owner for the Work. If the Contractor objects to adjustments reflected in the unilateral Change Order, the Contractor may submit a claim for the disputed costs or time as provided for in Section 47.
- b. The Contractor shall review any Owner proposed change in the Work and shall respond in writing within fourteen (14) calendar Days after receipt of the proposed change (or such other reasonable time as the Owner may direct), stating the effect of the proposed change upon its Work, including any increase or decrease in the Contract Price or Contract Completion Date that the Contractor requests as a result of the proposed change. The Contractor shall furnish to the Owner an itemized breakdown of the quantities and prices used in computing the proposed change in Contract Price. Any change in the Contract Completion Date shall be justified as set forth in Subsection 38(g).

The Owner shall review the Contractor's proposal and respond to the Contractor within thirty (30) days of receipt. If a change to the Contract Price and Contract Completion Date are agreed upon, both parties shall sign the Change Order. If a revised Contract Price and/or Contract Completion Date are not agreed upon, the Owner may direct the Contractor to proceed pursuant to Subsections 38(a)(3) or 38(a)(4).

- c. In figuring changes, any instructions for measurement of quantities set forth in the Contract shall be followed.
- d. Overhead and profit for both additive and deductive changes in the Work (other than changes covered by unit prices) shall be paid by applying the specified percentage markups only on the net cost of the changed Work (i.e. difference in cost between original and changed Work excluding overhead and profit). Said percentages for overhead and profit shall reasonably approximate the Contractor's overhead and profit, but shall not exceed the percentages for each category listed below:
 1. If a Subcontractor does all or part of the changed Work, the Subcontractor's mark-up for overhead and profit on the Work it performs shall be a maximum of fifteen percent (15%). The Contractor's mark-up for overhead and profit on the Subcontractor's price shall be a maximum of ten percent (10%).
 2. If the Contractor does all or part of the changed Work, its markup for overhead and profit on the changed Work it performs shall be a maximum of fifteen percent (15%).
 3. If a Sub-subcontractor at any tier does all or part of the changed Work, the Sub-subcontractor's markup on that Work shall be a maximum of fifteen percent (15%). The markup for overhead and profit on a Sub-subcontractor's Work by the Contractor and all

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intervening tiers of Subcontractors shall not exceed a total of ten percent (10%).

4. Where Work is deleted from the Contract prior to commencement of that Work without substitution of other similar Work, one hundred percent (100%) of the Contract Price attributable to that Work shall be deducted from the Contract Price. However, in the event that equipment, product or material Submittals have been approved and orders placed for said equipment, products or materials, a lesser amount, but in no case less than eighty percent (80%) of the Contract Price attributable to that Work, shall be deducted from the Contract Price. The credit to the Owner for reduced premiums on Standard Labor and Material Payment Bonds and Standard Performance Bonds shall in all cases be one hundred percent (100%).
- e. Allowable costs for changes in the Work may include but are not limited to the following:
1. Labor costs for employees directly employed in the change in the Work, including salaries and wages plus the cost of payroll charges and fringe benefits and overtime premiums, if such premiums are explicitly authorized by the Owner.
 2. Materials incorporated into the change to the Work, including costs of transportation and storage, if applicable. If applicable, all cash discounts shall accrue to the Contractor, unless the Owner deposits funds with the Contractor to make such payments. All trade discounts, rebates, refunds, and returns from the sale of surplus materials shall accrue to the Owner.
 3. Equipment incorporated in the changed Work or equipment used directly in accomplishing the Work. If rented expressly for accomplishing the change in the Work, the cost shall be the rental rate according to the terms of the rental agreement, which the Owner shall have the right to approve. If owned by the Contractor, the costs shall be a reasonable price based upon the life expectancy of the equipment and the purchase price of the equipment. If applicable, transportation costs may be included.
 4. Costs of increases in premiums for the Standard Labor and Material Payment Bond and the Standard Performance Bond, provided coverage for the cost of the change in the Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of his notification to the Surety of the change in the Work and of the Surety's agreement to include such change in its coverage. The cost of the increase in premium shall be an allowable cost but shall not be marked up.
 5. Contractor and Subcontractor overhead costs as set forth in Subsection (d) markups above.
 6. **Agreed Compensation for Overhead for Changes to Time for Completion or Contract Completion Date for Changes to the Work:** If the change in the Work also changes the Contract Completion Date by adding Days to complete the Work, an itemized accounting of the following direct Site overhead and home office overhead and other indirect overhead expenses set forth in subparagraphs (a) and (b) below may be considered as allowable costs for compensation in addition to those shown above:
 - a. **Direct Site Overhead Expenses:** The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities for each Day added. All other direct expenses are covered by and included in the Subsection 38(d) markups above.

- b. **Home Office and Other Indirect Overhead Expenses:** A five percent (5%) markup on the above direct Site overhead expenses will be allowed as compensation for the Contractor's home office overhead and all other direct or indirect overhead expenses for Days added to the Time for Completion or the Contract Completion Date for a change in the Work. All other overhead and other direct or indirect overhead expenses are covered by and included in this markup and the Subsection (d) markups above.

No direct Site, home office, or other indirect overhead shall be paid if the changed Work is done on a unit price basis unless the Contractor can demonstrate that the unit price does not include direct and indirect overhead costs.

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

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

- 1. Costs due to the negligence of the Contractor, any Subcontractor, Supplier, their employees, or other persons for whom the Contractor is responsible, including, but not limited to, costs for the correction of Defective Work, for improper disposal of material, for equipment wrongly supplied, for delay in performing the Work, or for delay in obtaining materials or equipment.
- 2. Home office expenses including payroll costs for the Contractor's officers, executives, administrators, accountants, counsel, timekeepers, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work. These costs are deemed overhead included in the percentage markups allowable in Subsections 38(d) above.
- 3. Home and field office expenses not itemized in Subsection 38(e) (6) above. Such items include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead expenses.
- 4. Other items reasonably determined by the Owner to not be allowed.

g. All Change Orders, except initiating Change Orders authorizing work pursuant to Subsection 38(a)(3) procedures, must state that the Contract Completion Date is not changed or is either increased or decreased by a specific number of Days. The old Time for Completion and, if changed, the new Time for Completion also must be stated.

If the Contractor requests an extension to the Contract Completion Date, it must provide written justification for the extension to the A/E and to the Owner. No extension to the Contract Completion Date shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the Critical Path beyond the Contract Completion Date. Extensions to the Contract Completion Date will be granted only when an excusable delay exceeds the Total Float in the activity or path of activities affected by the Change Order. If approved, the increase in time required to complete the Work shall be added to the Contract Completion Date.

The Owner may decrease, by Change Order, the Contract Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to achieve Substantial Completion of the Work. The Contractor may submit a request for an earlier Contract Completion Date under the procedures and subject to the considerations set forth in Section 19(f). No request for an earlier Contract Completion Date shall be considered for approval unless the

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proposed shorter schedule is otherwise acceptable under Sections 19(b) or (c), whichever is applicable.

With the exception of Change Orders under Subsection 38(a) (3), which shall arrive at a change to the Contract Price and Contract Completion Date using the procedures set forth therein, each Change Order shall include all time and monetary impacts of the change, whether the Change Order is considered alone or with all other changes during the course of the Project. Change Orders issued without a change to the Contract Completion Date and/or Contract Price conclusively establish that the change in the Work reflected by that Change Order had no impact on the Contract Price and/or Contract Completion Date. The parties may mutually agree in writing to postpone a determination of the time-related impacts of a change in the Work for a period of not more than forty-five (45) Days following completion of the change in the Work to give the Contractor an opportunity to submit documentation substantiating any requested change in the Contract Completion Date or Contract Price. During any such postponement, all Work shall proceed, unless the Owner agrees otherwise. The Contractor's failure to submit all required substantiating documentation during a forty-five (45) Day postponement shall conclusively establish that the change in the Work did not impact nor require an adjustment of the Contract Price and Contract Completion Date.

If at any time there is a delay in the Critical Path of the Work due to a postponement, the Contractor's efforts to justify an extension of the Contract Completion Date or an increase in the Contract Price, or the Contractor's refusal to proceed with any of the Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Contract Completion Date or for an increase in the Contract Price.

- h. The acceptance by the Contractor of any payment made by the Owner under a Change Order shall be and operate as a release to the Owner of all demands and claims by the Contractor to additional compensation or an adjustment of the Contract Price or Contract Completion Date for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by the Owner shall not be an acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty materials, Defective Work or poor workmanship or operate to release the Contractor or its surety from any obligation arising under the Contract, the Standard Performance Bond, or the Standard Labor and Material Payment Bond.
- i. Payments will not be made for any Work, labor, or materials performed on a unit price or a Subsection 38(a)(3) basis until the Contractor has furnished the Owner documents, certified as true and correct by an authorized officer or agent of the Contractor, evidencing the cost of such Work, labor, and materials. The Owner may require any or all of the following documentation to be provided by the Contractor.

For Work performed on a Unit Price basis:

1. Certified measurements of authorized and approved excavations, over-excavations, fills and/or backfills, and similar work; and/or
2. Certified measurements of piling installed, caissons installed, and similar work; and/or
3. Daily records of waste materials removed from the Site and/or fill materials imported to the Site.
4. Other measurements as appropriate to establish the actual quantities of work being performed on a Unit Price basis.

For Work performed on a Subsection 38(a)(3) basis:

1. Certified payroll records showing the name, classification, date, daily hours, total hours, rate, and extension for each laborer, foreman, supervisor, or other worker;
2. Equipment type & model, dates, daily hours, total hours, rental rate, or other specified rate and extension for each unit of equipment;
3. Invoices for materials showing quantities, prices, and extensions;
4. Daily records of waste materials removed from the Site and/or fill materials imported to the Site;
5. Certified measurements of over-excavations, piling installed and similar work;
6. Transportation records for materials, including prices, loads, and extensions.

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

39. EXTRAS

If the Contractor claims that any instructions given to him by the A/E or by the Owner, by drawings or otherwise, require extra work outside the scope of the Contract, then, except in emergencies endangering life or property, he shall give the A/E and the Owner written Notice thereof before proceeding to execute the extra work. Said Notice shall be given promptly enough to avoid delaying the Work and in no instance later than fourteen (14) Days after the receipt of such instructions. If it is not immediately clear to the Contractor that a request or instruction involves extra Work outside the scope of the Contract, then written Notice shall be sufficient if it's given as soon as possible after Contractor's realization that a request or instruction involves extra Work, but in no event later than fourteen (14) Days after the start of such extra Work. If the Owner agrees, a Change Order shall be issued as provided in Section 38 for the extra work and any additional compensation shall be determined by one of the methods provided in Subsection 38(a), as selected by the Owner. If the Owner does not agree, then the Contractor may submit a claim for the disputed cost or time as provided for in Section 47. No claim for additional compensation for extra work will be considered unless the Contractor timely has provided the required Notice.

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

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

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41. **OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE**

- a. If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Owner may terminate the Contract. If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled tradespeople or laborers or proper materials and equipment, or if it should fail to perform the Work in a diligent, efficient, workmanlike, skillful, or careful manner, or if it should fail or refuse to perform the Work in accordance with the Contract Documents, or if it should fail to make prompt payment to Subcontractors or Suppliers of material or labor, or if it should disregard laws, ordinances, building codes or the written instructions of the A/E or the Owner, or otherwise be in substantial, willful or repeated violation of any provision of the Contract, then the Owner may terminate the Contract.
- b. Prior to termination of the Contract, the Owner shall give the Contractor and its surety ten (10) Days' Notice of such termination and allow ten (10) Days during which the Contractor and/or its surety may rectify the basis for the Notice. If rectified to the satisfaction of the Owner within said ten (10) Days, the Owner may rescind its notice of termination. If the basis for the termination is not rectified within said ten (10) Days, the termination for cause shall become effective at the end of the ten (10) Day period without further Notice to the Contractor. At any time, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the basis for the termination will be remedied in a time and manner which the Owner finds acceptable. If at any time after such a postponement, the Owner determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or to do so within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of further ten (10) Day Notice, by notifying the Contractor and its surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- c. Upon termination of the Contract becoming effective, the Owner shall take possession of the Site and of all materials, tools and equipment thereon and shall proceed as follows:
 1. **No Security or Bonds Provided:** If no security has been required pursuant to Section 8, the Owner shall finish the Work by whatever method the Owner deems reasonable or expedient. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
 2. **Security or Bonds Provided:** If security has been required and provided pursuant to Section 8 herein, the Owner shall provide Notice to the Surety that termination of the Contract became effective and proceed as set forth in the Standard Performance Bond (CO-10), and the Terms and Conditions therein. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract Price and all amounts due under the Standard Performance Bond, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
- d. If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner and the Contractor's rights and remedies shall be solely limited to those provided by Section 42 of these General Conditions.
- e. Termination of the Contract for cause is in addition to and without prejudice to any other right or remedy of the Owner. Any actions by the Owner permitted herein shall not be deemed a waiver of

any other right or remedy of the Owner under the Contract or under the law. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. The provisions of this Section shall survive termination of the Contract.

- f. The provisions of Sections 3(j), 9(e), 14, 30 and 45 also shall survive termination of the Contract for cause.

42. TERMINATION BY OWNER FOR CONVENIENCE

- a. The Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written Notice of such termination. Upon Notice of termination for convenience, the Contractor shall immediately cease Work and remove from the Site all of its labor forces, equipment and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. The Contractor also shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation the following:
 - 1. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Schedule of Values and Certificate for Payment (CO-12) through the date of termination; and
 - 2. All amounts due under Contract for Work completed prior to the date of termination; and
 - 3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of termination for convenience, plus overhead not to exceed 15 percent (15%) of the direct costs of demobilization.

The Contractor agrees it shall not be entitled to any additional compensation, including but not limited to loss of revenue, income, profit, business, reputation, or bonding capacity, consequential damages or lost profits, but shall only receive payment upon termination for convenience as stated in this Subsection 42(a). The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. Upon payment of the amounts stated in this Subsection 42(a), Owner shall have no further obligations to Contractor of any nature.

- b. In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on the payment and performance bonds. The provisions of Sections 3(j), 9(e), 14, 30 and 45 also shall survive termination of the Contract for convenience.
- c. Any actions by the Owner permitted herein shall not be deemed a waiver of any other right or remedy of the Owner under the Contract or under the law. The provisions of this Section shall survive termination of the Contract.

43. DAMAGES FOR DELAYS; EXTENSION OF TIME

- a. **Excusable Non-Compensable Delays:** If the Critical Path is delayed by strikes, fires, unusual delays in transportation, unavoidable casualties, or other causes outside the control of the Owner and the Contractor, with the exception of delays caused by weather which are addressed in Section 6, and the Contractor seeks an extension of the Contract Completion Date, then the Contractor shall give the Owner and A/E written Notice of the delay not later than fourteen (14) Days following the inception of the delay. The Contractor shall give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, Contractor shall submit to the Owner and the A/E, the Contractors' written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, and an analysis of the delay event's impact on the Critical Path. If the Owner agrees that the Critical Path

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has been impacted by the delay event, the Owner shall extend the Contract Completion Date for the length of time that the Critical Path was delayed. The Contractor shall not be charged with liquidated or actual damages for such period of Critical Path delay nor shall the Contractor be due compensation or damages of any kind, under any theory of law, as a result of such Critical Path delay, the impact of such delay, or its acceleration of Work as a result of such delay.

- b. **Excusable Compensable Delays:** If the Critical Path unreasonably is delayed by acts or omissions of the Owner, or its agents, contractors, or employees due to causes within the Owner's control, and the Contractor seeks an extension of the Contract Completion Date and/or additional compensation due to the unreasonable delay, then the Contractor shall notify the Owner and the A/E immediately at the time of the occurrence giving rise to the delay by the fastest means available. The Contractors also shall give written Notice to the Owner and A/E no later than two (2) business days after inception of the delay. The Contractor's written Notice shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Critical Path. The Owner shall have three (3) business days to respond to the Contractor's Notice with a resolution, remedy, direction to alleviate the delay, or rejection of the Contractor's requested relief. The Owner's failure to respond within the time required shall be deemed to be a denial of the Contractor's entitlement to an extension of the Contract Completion Date and additional compensation. The Contractor shall also give written Notice to the Owner and A/E of the termination of the delay event not later than fourteen (14) Days after the delay has ceased. Within twenty (20) Days after the delay event has ceased, Contractor shall submit to the Owner and the A/E, the Contractor's written request for an extension of the Contract Completion Date, specifically stating the cause of the delay, the number of days of extension requested, a calculation of the additional compensation sought, and an analysis of the delay event's impact on the Critical Path. Requests for additional compensation must be substantiated by itemized data and records demonstrating that the costs incurred by the Contractor are directly attributable to the delay and shall be calculated from the Contract Completion Date, not using any early completion planned or scheduled by the Contractor unless a Change Order has been executed pursuant to Section 19(f) changing the Contract Completion Date to reflect such early completion. If and to the extent that a delay is caused by or due to the Owner or A/E taking any actions permitted or required by the Contract, the Contractor shall be entitled to an extension of the Contract Completion Date or additional compensation only for the portion of the delay that is unreasonable, if any.
- c. **Non-Excusable Non-Compensable Delays:** The Contractor shall not be entitled to an extension of the Contract Completion Date or to any additional compensation if and to the extent a delay is: (1) caused by acts, omissions, fault, or negligence of the Contractor or its Subcontractors, agents or employees; (2) arises from foreseeable causes within the control of the Contractor or its Subcontractors, agents or employees, including, but not limited to, Defective Work, poor workmanship, improper or inferior materials, Defective Work which must be corrected before dependent work can proceed, Defective Work for which corrective action must be determined before like work can proceed, from incomplete, incorrect, or unacceptable Submittals or samples, or the failure to furnish enough or properly skilled workers, proper materials or necessary equipment to perform the work in a timely manner in accordance with the Project schedule; or (3) due to causes that would entitle the Owner to recover delay costs or other damages from Contractor.
- d. No extension of time or additional compensation will be allowed unless the Contractor demonstrates that the delay directly impacted the Critical Path of the most current approved Project schedule and that all Float has been consumed. No extension of time or additional compensation will be allowed if the Contractor failed to provide all Notice and information in the manner and within the time periods set forth in Subsections 43(a) or (b) above, whichever applies. Failure to timely provide all required information and Notices shall preclude an extension of the Contract Completion Date or payment of additional compensation based upon that cause.
- e. If the Contractor makes a claim against the Owner for costs or damages, the Contractor shall be liable to and shall pay to the Owner that percentage of all costs incurred by the Owner in

investigating, analyzing, negotiating, and litigating or arbitrating that percentage of the claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact. (*Code of Virginia*, § 2.2-4335).

- f. Any change in the Time for Completion or Contract Completion Date shall be accomplished only by issuance of a Change Order.
- g. **Agreed Compensation/Liquidated Damages for Contractor Delay:** If liquidated damages are not established in the Supplemental General Conditions, the Contractor shall be liable for any and all actual damages sustained by Owner as a result of a delay for which Contractor is responsible. In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract.

44. INSPECTION FOR SUBSTANTIAL COMPLETION & FINAL COMPLETION

- a. The Contractor shall advise the Owner using the Certificate of Partial or Substantial Completion by the Contractor (CO-13.2a) of the date when the Work or designated portion thereof will be substantially complete and ready for inspection and testing by Owner to determine if Substantial Completion has been achieved. Contractor shall deliver Form CO-13.2a to the A/E at least ten (10) Days in advance of the date identified on the Form CO-13.2a. The A/E shall then attach his or her written endorsement as to whether the Work will be ready for inspection and testing on the date identified on the Form CO-13.2a. The A/E's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work was substantially complete or ready for inspection and testing. Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner, A/E, and Building Official.

The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Project function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in Section 21 of these General Conditions. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in a written list of unfinished Work and Defective Work, commonly referred to as a "punch list", which must be completed and corrected prior to Final Completion.

If, after successful completion of all testing, the Architect/ Engineer determines that the Work, either in whole or in part, has achieved Substantial Completion, the A/E shall notify the Owner of such, in writing, using the Certificate of Partial or Substantial Completion by the A/E (CO-13.1a).

The Owner shall notify the Contractor, in writing, of the date the Owner accepts the Work, or the specified portion thereof, as having achieved Substantial Completion or, if it is not, shall notify the Contractor of the deficiencies to be corrected or completed before such Work will be accepted as substantially complete.

- b. The Contractor shall advise the Owner, in writing using the Certificate of Completion by the Contractor (CO-13.2) of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. Contractor shall deliver Form CO-13.2 to the A/E at least five (5) Days in advance of the date identified on the Form CO-13.2. The A/E shall then attach his or her written endorsement as to whether the Work will be ready for inspection and testing on the date identified on Form CO-13.2. The A/E's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility nor shall the A/E's endorsement be deemed to evidence or establish that the Work achieved Final Completion. Final Completion inspection and any necessary testing shall be conducted in the same manner as the inspection for Substantial Completion. The Owner shall not establish the Final Completion Date until the Work is finally and totally complete, including the completion of punch list items,

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submission of all required documentation, and elimination and correction of all Defective Work.

- c. Representatives of the Contractor, Owner, A/E, and Building Official will participate in the Substantial Completion and/or Final Completion inspections. The A/E shall conduct and document the inspections. The Owner may elect to have other persons of its choosing also participate in the inspections. If one or more Substantial or Final Completion re-inspections are required, the Contractor shall reimburse the Owner for all costs of re-inspection or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- d. A representative of the State Fire Marshal's Office will either be present at the Substantial and Final Completion inspections or otherwise inspect the completed Work and report any fire safety deficiencies to the Building Official. The State Fire Marshal will advise the Owner and Contractor of those deficiencies.
- e. Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

45. GUARANTEE OF WORK AND INDEMNIFICATION

- a. Except as otherwise specified or required, the Contractor guarantees all Work, materials, equipment, and workmanship conform to the requirements of the Contract Documents and are free from defects, imperfections, or non-conformities, normal wear and tear excepted, for a period of one (1) year from the Final Completion Date. Equipment and facilities which have seasonal limitations on their operation (e.g. heating or air conditioning units) shall be guaranteed for one (1) full year from the date of the equipment's first seasonally appropriate test and acceptance, in writing, by the Owner. Where the Owner agrees to take Beneficial Occupancy of a portion or phase of the Work which has been determined to be substantially complete before the entire Work achieves Final Completion, the guarantee for that portion or phase shall begin on the date that the Owner takes Beneficial Occupancy, unless otherwise specified in the Supplemental General Conditions, Special Conditions, or by separate agreement. This guarantee is separate and apart from any manufacturers' warranties and the warranty set forth in Section 30. At six (6) months and eleven (11) months after Substantial Completion, the Contractor shall meet with the Owner to review the status of and assign value to any unresolved warranty, guarantee, and punch list items.
- b. If, within any guarantee period, Work which is not in accordance with the Contract, Defective Work, or inferior material, equipment or workmanship is noted by the Owner or A/E which requires or renders necessary repairs or changes in connection with the guaranteed Work, the Contractor shall, promptly upon receipt of Notice from the Owner, such Notice being given not later than two weeks after the guarantee period expires, and without expense to the Owner:
 1. Correct, repair, replace or otherwise place in satisfactory condition all Defective Work, defects, nonconformity, inferior materials, equipment or workmanship;
 2. Make good all damage to the structure or Site or equipment or contents thereof, which, in the opinion of the Owner or the A/E, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the requirements of the Contract; and
 3. Make good any Work or materials or the equipment and contents of structures and/or Site disturbance that results from fulfilling the requirements of the guarantee.
- c. In any case when in fulfilling the requirements of the Contract and this guarantee or any other guarantee or warranty the Contractor disturbs any work performed by a separate contractor, the Contractor shall restore such work to a condition satisfactory to the A/E and Owner and guarantee such restored work to the same extent as if it was guaranteed under this Contract.

- d. If the Contractor, after Notice, fails to proceed promptly to comply with the obligations of this Section 45, and the surety, after Notice, fails to cure the Contractor's default as provided in Section 41, the Owner may undertake all needed corrections or repairs and the Contractor and its surety shall be liable for all expenses incurred.
- e. All special warranties and guarantees applicable to definite parts of the Work that may be stipulated in or required by the Contract Documents shall be subject to the terms of this Section during the first year of such special warranty or guarantee. The guarantee of this Section shall be in addition to and not in lieu of all other warranties, express or implied, applicable to or arising from this Contract or by law.
- f. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for Defective Work under Section 30, for indemnity or for breach of the Contract. This Section relates only to the specific obligation of the Contractor to correct the Work and does not limit the time within which its obligation to comply with the Contract Documents otherwise may be enforced, nor the time within which legal proceedings may be commenced to establish the Contractor's liability with respect to its obligations under the Contract Documents.
- g. In the event the Work of the Contractor is to be modified by another contractor, either before or after the Final Inspection, the Contractor shall remain responsible in all respects under this Section's Guarantee of Work and under any other warranties or guarantees, express or implied, applicable to or arising from this Contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by another Contractor modifying Contractor's Work. The Contractor and any contractor making modifications shall each be solely responsible for its respective work. A contractor modifying the Contractor's Work shall be responsible for any damage to or defect introduced into the Work by its modification.

If Contractor claims that a subsequent contractor has introduced defects of materials and/or workmanship into its Work, Contractor shall demonstrate clearly the nature and extent of such introduced defects and the other contractor's responsibility for those defects. Any contractor modifying the work of another shall have the same burden if it asserts that defects in its work were caused by the contractor whose work is modified.

- h. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, the Owner and the Owner's consultants, representatives, agents and employees from and against any and all claims, causes of action, losses, costs, expenses or damages, including but not limited to attorney's fees, of any kind or nature whatsoever, arising from or relating to any bodily injury, including sickness, disease or death, any property damage, and any monetary loss, that results from or arises out of the Work performed by the Contractor, or by or in consequence of the Contractor's neglect in safeguarding the Work, its use of unacceptable materials in the Work, or resulting from any act, omission, negligence, or misconduct of the Contractor, any of its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts the Contractor is or may be liable. The Owner may retain as much of the monies due the Contractor under the Contract as the Owner considers necessary to ensure that a fund will be available to pay a settlement or judgment of such suits, actions, or claims. If insufficient monies are or will become due, the Contractor's surety and/or insurers will not be released from liability until all such claims and actions have been settled and suitable evidence to that effect has been furnished the Owner.

46. ASSIGNMENTS

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

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47. **CONTRACTUAL DISPUTES** (*Code of Virginia, § 2.2-4363*)

- a. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) Days after Final Payment; however, written Notice of the Contractor's intention to file such claim must be given to the Owner within fourteen (14) Days of the time of the occurrence or beginning of the Work upon which the claim is based. Such Notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the Owner or its agents that allegedly caused or may cause damage to the Contractor and the nature of the claimed damage. Verbal notice, the Owner's actual knowledge, or a written notice given more than fourteen (14) Days after the occurrence or beginning of the Work upon which the claim is based, shall not be sufficient to satisfy the requirements of this Section. All claims shall state that they are "claims" pursuant to this Section, be submitted along with all practically available supporting evidence and documentation and the certification required by Subsection 47(f), and request a final decision. Certificates for payment, applications for payment, vouchers, invoices and similar requests for payment submitted for work done by the Contractor in accordance with the expected contract performance are routine submissions and are not claims under this Section. Proposed or requested Change Orders, demands for monetary compensation or other relief, and correspondence and e-mails to the Owner or its representatives, which do not strictly comply with the requirements of this Section, are not claims under this Section. Failure to timely provide notice of intent to submit a claim shall preclude any relief to the Contractor, including but not limited to an extension of the Contract Completion Date or payment of additional compensation.
- b. Although the Contractor may be required to submit certain classes of claims prior to Final Payment, and the Contractor is not prevented from submitting claims during the pendency of the Work, the Owner shall not be obligated to render a final written decision on any claim until after Final Payment. No written decision denying a claim or addressing issues related to the claim shall be considered a denial pursuant to this Section unless the written decision makes express reference to this Section and is signed by the Agency head or his or her designee. The Contractor may not institute legal action prior to receipt of the Owner's final written decision on the claim unless the Owner fails to render such a decision within ninety (90) Days of submission of the claim or within ninety (90) Days of Final Payment, whichever is later.
- c. The decision of the Owner shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia § 2.2-4364*. Failure of the Owner to render a timely decision on a claim shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the Owner's failure to render a timely decision shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to § 2.2-4365 of the *Code of Virginia* has been established for contractual claims under this Contract.
- d. Pursuant to *Code of Virginia, § 2.2-4366*, Alternative Dispute Resolution, the Owner may enter into an agreement with the Contractor to submit disputes arising from the performance of this Contract to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures entered into by the Owner, the Commonwealth, or any department, institution, division, commission, board or bureau thereof, shall be non-binding and subject to *Code of Virginia § 2.2-514*, as applicable. The details for the implementation of Alternative Dispute Resolution are provided in CPSM Section 3.2.7.
- e. In the event that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, payment due the Contractor, the terms of any Change Order, or otherwise, the Contractor shall not stop, suspend or delay the Work or any part of the Work to be performed under the Contract, or under any Change Order, or as ordered by the Owner. The Contractor shall continue to diligently prosecute the Work to completion, including work required in any Change Order or as directed by the Owner.

- f. The Contractor shall submit a Contractor's Claim Certification (DGS-30-234) certifying that the claim is a true and accurate representation of the claim. Claims submitted without the Contractor's Claim Certification will be deemed incomplete and will not be considered.
- g. The compensation expressly provided for by this Contract shall be the Contractor's sole available compensation for the acts, omissions or breaches by the Owner. These remedies shall survive termination or breach of the Contract.

48. ASBESTOS

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

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

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

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

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

- b. If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed as described in Section 3 of these General Conditions and in accordance with the specific requirements of the Contract and all applicable laws and regulations.
- c. If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall obtain the insurance required under Section 11(b)(4) of these General Conditions.

49. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

- a. As a part of the Work, the Contractor in conjunction with his Subcontractors and Suppliers shall provide the Owner's operations and maintenance personnel with adequate instruction and training in the proper operation and maintenance of any equipment, systems, and related controls provided or altered in the Work. The training requirements may be further defined in the Specifications.
- b. The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment and systems provided in the Work. Further specific requirements may be indicated in the Specifications.

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50. PROJECT MEETINGS

- a. The intention of this Section is that the Contractor, the Owner and the A/E have timely exchange of information and cooperate to accomplish the Work as required by the Contract Documents. The Contractor is responsible for managing the Work, obtaining approvals and requesting clarifications on a timely basis. The Owner and A/E are responsible for making a reasonable effort to provide timely responses to the Contractor.
- b. **Preconstruction Meeting:** Prior to the start of construction and no later than 15 Days after the Notice to Proceed, a “Preconstruction” meeting shall be held with attendees to include the Owner’s Project Manager and Project Inspector, the A/E’s project manager and representatives of each design discipline involved in the Project, the Regional Fire Marshal, the Contractor’s project manager and superintendent (and scheduler, if Contractor desires), and representatives of the Contractor’s major Subcontractors. The purpose of the meeting is to clarify and discuss the specifics related to, but not limited to, the following:
 1. Persons involved from each entity and their chain of authority including the names of persons authorized to sign Change Orders and any limits to their authority. Name of Contractor’s on-site certified Responsible Land Disturber.
 2. Names, addresses, email addresses, telephone numbers and FAX numbers to be used for Requests for Information (RFI), Requests for Clarification (RFC), Requests for Proposals (RFP), shop drawings, Submittals, and Notice.
 3. Contractor’s proposed construction schedule, the requirements for schedule updates and recovery schedules, assessment and management of risks to on-time and on-budget completion, and Owner’s sequencing requirements, if any.
 4. Schedule of Values and Certificate for Payment (CO-12) requirements and procedures.
 5. Procedures for shop drawings, product data and Submittals.
 6. Procedures for handling Field Orders and Change Order (CO-11).
 7. Procedures for Contractor’s request for time extension, if any.
 8. Construction Site requirements, procedures and clarifications to include:
 - Manner of conducting the Work
 - Site specialties such as dust and erosion control, stormwater management, project signs, clean up and housekeeping, temporary facilities, utilities, security, and traffic
 - Safety
 - Layout of the Work
 - Quality control, testing, inspections, and notices required
 - Site visits by the A/E and others
 - Owner’s Project Inspector duties
 - Running Punch List
 - As-Built Drawings
 9. Procedures and documentation of differing or unforeseen Site conditions.
 10. Monthly Pay Meeting.
 11. Assignment of responsibility for generation of meeting minutes of all project meetings.
 12. Project Close-Out requirements and procedures.

13. Project records.
 14. Requirements for the Contractor to furnish the Owner a list of hazardous materials that may be brought onto the job site, and 48- hour notification requirement.
- c. **Monthly Pay Meeting:** Section 36 establishes the requirement for a monthly pay meeting which will usually be held at or near the Site. In addition to Owner, A/E and Contractor representatives, the following representatives, at a minimum, should be available to attend portions of the meeting, as applicable or necessary:
- Owner's Project Inspector
 - Contractor's project superintendent
 - A/E representative of each discipline where Work was performed for the current pay request or where Work is projected to be performed in the coming month.
 - A representative of each subcontractor who performed work included in the current pay request.
 - A representative of each subcontractor who is projected to perform work in the coming month.

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

1. Observations of status, quality and workmanship of Work in progress
 2. Validation of the Schedule of Values and Certificate for payment
 3. Status of progress of the Work and conformance with proposed construction schedule and recovery schedule, if any
 4. Outstanding Requests for Information, Requests for Clarification and Requests for Proposal
 5. Submittals with action pending
 6. Status of pending Change Orders
 7. Status of Running Punch List items
 8. Work proposed for coming pay period
 9. Discussions of any problems or potential problems which need attention
- d. **Other Meetings:** Requirements for other meetings, such as progress meetings, coordination meetings, pre-installation meetings and/or partnering meetings, may be included in the Contract Documents.

51. SMALL BUSINESS PROCUREMENT PLAN

If the Total Contract Amount of the Contract is greater than \$10,000 and the Contractor is a SWaM/SDV Business; then the Contractor shall include a Small Business Procurement Plan in its Bid (if subcontracting work is intended by the Contract as part of its performance of the Work).

If the Total Contract Amount of the Contract is greater than \$100,000, then the Contractor shall include in its Bid a Small Business Procurement Plan and report on the involvement of SWaM/SDV Businesses in the Contractor's performance of the Contract as follows:

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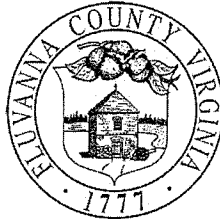
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1. **Periodic Progress Reports:** The Contractor shall report on involvement of SWaM/SDV Business with each periodic invoice submitted by the Contractor. The report shall identify each subcontract or agreement with a SWaM/SDV Business, including the total contract value, and state the total amounts paid to each SWaM/SDV Business in connection with the Contract as of the report date. The report shall provide this information separately for each type of SWaM/SDV Business and shall clearly indicate those SWaM/SDV Businesses which were identified in the Contractor's Small Business Procurement Plan submitted by the Contractor in the procurement phase for the Contract. The Contractor shall provide two (2) copies of each periodic report to the Owner. Failure to submit the report with each invoice will result in the invoice being rejected by the Owner without payment.
2. **Final Compliance Report:** Prior to or with its final invoice for payment, the Contractor shall certify and report on its compliance with the Small Business Procurement Plan, submitted by the Contractor in its Bid for the Contract, to the Owner through DGS' eVA system. In the Final Compliance Report, the Contractor shall:
 - Provide a written explanation to the Owner of any variances between the Contractor's Small Business Procurement Plan and the actual participation of SWaM/SDV Businesses in the Contractor's performance of the Contract; and
 - Report on the involvement of other SWaM/SDV Businesses in the Contractor's performance of the Contract, including the contract value, the type of SWaM/SDV Business, a comparison of the actual amount paid with the planned amounts, the total amount paid to each type of SWaM/SDV Business, and a calculation of the percentage of the Total Contract Amount paid to SWaM/SDV Business.

A format for the Final Compliance Report will be provided by the Owner.

The Owner may withhold final payment to the Contractor until the Contractor has complied with the requirements of its Small Business Procurement Plan submitted by the Contractor in the procurement phase for the Contract.

*** ENDOFGENERALCONDITIONS ***



COUNTY OF FLUVANNA, VIRGINIA

Invitation for Bid (IFB) #2021-02

WELL REHABILITATION

Issue Date: June 28, 2021

Due Date: August 5, 2021 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 than August 5, 2021, at 2:00 p.m. EST.

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

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: <https://www.fluvannacounty.org/rfps>.

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 establish a flat rate contract which includes all work, labor, equipment, materials, and related items and services needed to repair and rehabilitate two (2) County owned wells known as the Omohundro Plant and the Morris Plant including without limitation the following work: (i) Morris Plant well rehabilitation and associated yield and draw down testing; (ii) green sand filter rehabilitation at the Morris Plant; (iii) re-piping water plant and pump replacement at the Morris Plant; (iv) Omohundro Plant well rehabilitation and associated yield and draw down testing; (v) green sand filter rehabilitation at the Omohundro Plant; and (vi) replacement of the pitless unit and force main at the Omohundro Plant. Such work together with all other work and the requirements of this IFB is referred to herein as the “Project”.
- B. The Project must address those issues identified in that “Schedule of Corrective Actions Required” (the “Corrections Schedule”) attached hereto as **Exhibit 1** and incorporated herein as a material part hereof by reference. The Project shall be completed by those deadlines set forth in the Corrections Schedule except where an earlier deadline is required by this IFB or the Contract. Time shall be of the essence with respect to all Contract deadlines in any Contract awarded under this IFB. Notwithstanding the foregoing, (i) the County is not including any work related to the Melton well as a part of this Project; (ii) the County is handling that portion of the work related to the testing for iron and manganese levels and the Contractor will not be required to perform that specific testing as a part of the Project; and (iii) the County is not including any work required by the 5th row of the Corrections Schedule related to a Preliminary Engineering Report as a part of this Project.
- C. The Repairs and Renovation will be completed at the following locations:
- Omohundro Water Plant
14349 West River Road
Fork Union, VA 23055 (the “Omohundro Plant”); and
- Morris Water Plant
41 Emerald Drive
Bremono Bluff, VA 23022 (the “Morris Plant”).

The Omohundro Plant and the Morris Plant are collectively referred to as the “Property”.

2. PRE-BID CONFERENCE

- A. A mandatory pre-bid conference will be held on the 13th day of July, 2021 at 10 a.m. at the Property, meeting at the Morris Plant then traveling to the Omohundro Plant.
- B. At the pre-bid conference Bidders will be allowed to inspect and analyze the Property, current environment, site, and collect further data in determination of their ability to perform the work required on the Project. The Bidder shall be presumed to have made a reasonable inspection of the Property and site before the time of Bid submission and shall be held responsible for all information available through such inspections; and submission of a Bid will be a confirmation that the Bidder did make a site inspection and is aware of all conditions affecting performance

and price(s) submitted. The County may determine in its sole discretion that a second pre-bid conference is necessary. The date and time of any such second pre-bid conference will be disclosed in an amendment to this IFB.

- C. Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than June 19, 2021 by 10:00am to the following email address: ctoler@fluvannacounty.org. All inquiries will be answered via an addendum, posted to eVA and the County website. Should a Bidder find discrepancies or be in doubt as to the meaning or intent of any part thereof, the Bidder must request clarification from the County in writing by the deadline started herein. Failure to request such a clarification is a waiver of any claim by the Bidder for additional expenses because its interpretation was different than the County's interpretation. Should a Bidder discover an issue at the Property that requires additional work, repair or replacement, such Bidder must notify the County in writing (via email) to the County no later than June 19, 2021 by 10:00am to the following email address: ctoler@fluvannacounty.org. Relevant issues or information will become part of an Addendum to this IFB.
3. **SCOPE OF WORK:** Contractor shall provide, furnish, deliver, supply and install, all necessary or appropriate labor, services, parts, tools, materials, equipment, items and resources as may be required to complete the work on the Project (the "Scope of Work" or the "work"), in accordance with the specifications and terms and conditions stated herein, which Scope of Work, shall include at minimum, but is not limited to, all of the following:

A. MORRIS PLANT/WELL REMEDIATION

- i. Morris Plant - Well Rehabilitation & Yield and Drawdown Testing: Rehabilitate the Morris Plant well and existing facilities and equipment to increase the system's source capacity. Repair and replace the well screens and casings as needed based on identified issues at the mandatory pre-construction conference. Remove silt and buildup of material in well to open any sealed water bearing fractures to increase yield. Raise pump as needed to increase yield to acceptable levels; and adjust pumping rate as necessary so that the pump does not pull in air. Provide yield and draw testing at start of Project and completion of Project to evidence increase in yield. This work also includes the following:
1. Start of Project - Perform a short yield and drawdown test to determine existing yield at the Morris Plant.
 2. At the pre-bid conference, to the extent practicable evaluate the Morris Plant/Well, all related equipment and infrastructure including without limitation, casing, pump, motor, piping, and electrical components and include the costs of replacement or repairs necessary in the Bid. Bidders must notify the County Procurement Contract by email during the time for questions if a Bidder identifies that any such components are in need of repair or replacement and such issue shall be added specifically to the scope of work by addendum to this IFB issued by the County.
 - a. Any components that are identified during the Contract period as being in need of repairs or replacement not included in the Bid will be handled by change order and must be approved by the County in writing.
 3. Clean/Brush Casing of well to remove any build-up.

4. Air Lifting - Remove debris and sediment build up from the well for increased flow and yield.
 5. Use of appropriate chemicals or other adequate and appropriate rehabilitation treatments, and proper agitation of the chemical into and out of the aquifer. This agitation may be provided by any appropriate means which should be specifically disclosed in the bid, such could include surge plunger, compressed air, well pump, or high-velocity jet. Any resulting sediment must be removed by Contractor prior to reuse and final yield testing. Contractor is expected to use methods which penetrate more deeply into the aquifer medium to significantly increase yield. Preference is for multi-method treatments with the most significant increases in yield. Chemical rehabilitation and air lifting by Contractor will continue until water is clear and free of sediment.
 6. All chemicals and solutions shall be properly neutralized and/or disposed of in accordance with all Applicable Laws. The plan for proper neutralization and/or disposal shall be disclosed in the Contractor's Bid.
 7. Once water is clear, the Contractor will reinstall any equipment and infrastructure and replace any parts as needed including without limitation reinstallation of the pump end, motor, riser pipe, electrical cable, and airline. Contractor will bring the well back into service. Contractor understands that this well is used for drinking water by the public in Fluvanna County.
 8. Once the well is clean, and all equipment, infrastructure and components have been reinstalled in the well, the Contractor will perform another yield / drawdown test to determine the new yield. If yield does not meet Contract requirements, then Contractor will continue use of appropriate chemicals and air lifting until a yield test meets the requirements of the Contract.
 9. Samples will be taken for bacteriological analysis to confirm acceptable water quality. Contractor required to provide sufficient potable water quality to meet applicable use.
 10. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health.
- ii. REHABILITATE GREENSAND FILTERS: The County needs the Contractor to replace the media and rehabilitate the two Green Sand Filters in the Morris Plant. The Contractor will provide the labor, materials, services, equipment, means and method of re-bedding the filters. The Contractor shall describe its proposed process in detail in the Bid documents and provide disposal location for the spent media. The Contractor will provide material and rehabilitation per applicable manufacturer specifications. This work also includes the following:
1. Remove and dispose of all of the filter material inside of the two (2) manganese green sand filters inside of the well house.
 2. Adequately Re-Bed the filters using appropriate greens/anthracite, gravel or other acceptable fill. Exact methods and types to be disclosed in Bid in detail.
 3. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health related to such work.
- iii. REPIPE WELL HOUSE AND PUMP REPLACEMENT: Contractor will remove piping from the Morris Plant and replace Inlet from well to outlet of Morris Plant. All piping will be relabeled. Butterfly valves will be replaced with Metal Valves and metal Lever Handles. Piping to be replaced with schedule 80 PVC per typical standard. Install Centrifugal

Pump (the County will provide pump – Demming 4111 with a GPM of 165. This work also includes the following:

1. Remove all of the piping inside of the well house from the point that the waterline from the well enters through the floor of the well house, to and past the hydropneumatics tank, to and past the greensand filters, including all backwash and drain piping and any other associated piping, to and past the booster pump, to the point where it exits the well house. Replace any other pipe as Contractor sees necessary – disclose with specificity in Bid.
2. Replace the end-suction centrifugal pump with County supplied pump.
3. Install and support all the new piping, including any and all valves, tees, bends, and unions, etc.
4. New piping to be Schedule 80 PVC or better performing alternative. Contractor to provide specifics in Bid.
5. Install new valves including any butterfly valves with lever handles.
6. Test the system and check for any leaks. Make repairs/corrections until all leaks are resolved to County's satisfaction.
7. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health.

B. OMOHUNDRO PLANT/WELL REMEDIATION

- i. Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing: Rehabilitate the Omohundro Plant well and existing facilities and equipment to increase the system's source capacity. Repair and replace the well screens and casings as needed based on identified issues at mandatory pre-construction conference. Remove silt and buildup of material in well to open any sealed water bearing fractures to increase yield. Raise pump as needed to increase yield to acceptable levels; and adjust pumping rate as necessary so that the pump does not pull in air. Provide yield and draw testing at start of Project and completion of Project to evidence increase in yield. This work also includes the following:
 1. Start of Project - Perform a short yield and drawdown test to determine existing yield at the Omohundro Plant.
 2. At the pre-bid conference, to the extent practicable evaluate the Omohundro Plant/Well, all related equipment and infrastructure including without limitation, casing, pump, motor, piping, and electrical components and include the costs of replacement or repairs necessary in the Bid. Bidders must notify the County Procurement Contract by email during the time for questions if a Bidder identifies that any such components are in need of repair or replacement and such issue shall be added specifically to the scope of work by addendum to this IFB issued by the County.
 - a. Any components that are identified during the Contract period as being in need of repairs or replacements not included in the Bid will be handled by change order and must be approved by the County in writing.
 3. Clean/Brush Casing of well to remove any build-up.
 4. Air Lifting - Remove debris and sediment build up from the well for increased flow and yield.

5. Use of appropriate chemicals or other adequate and appropriate rehabilitation treatments, and proper agitation of the chemical into and out of the aquifer. This agitation may be provided by any appropriate means which should be specifically disclosed in the bid, such could include surge plunger, compressed air, well pump, or high-velocity jet. Any resulting sediment must be removed by Contractor prior to reuse and final yield testing. Contractor is expected to use methods which penetrate more deeply into the aquifer medium to significantly increase yield. Preference is for multi-method treatments with the most significant increases in yield. Chemical rehabilitation and air lifting by Contractor will continue until water is clear and free of sediment.
 6. All chemicals and solutions shall be properly neutralized and/or disposed of in accordance with all Applicable Laws. The plan for proper neutralization and/or disposal shall be disclosed in the Contractor's Bid.
 7. Once water is clear, the Contractor will reinstall any equipment and infrastructure and replace any parts as needed including without limitation reinstallation of the pump end, motor, riser pipe, electrical cable, and airline. Contractor will bring the well back into service. Contractor understands that this well is used for drinking water by the public in Fluvanna County.
 8. Once the well is clean, and all equipment, infrastructure and components have been reinstalled in the well, the Contractor will perform another yield / drawdown test to determine the new yield. If yield does not meet Contract requirements, then Contractor will continue use of appropriate chemicals and air lifting until a yield test meets the requirements of the Contract.
 9. Samples will be taken for bacteriological analysis to confirm acceptable water quality. Contractor required to provide sufficient potable water quality to meet applicable use.
 10. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health.
- ii. REHABILITATE GREENSAND FILTERS: The County needs the Contractor to replace the media and rehabilitate the two Green Sand Filters in the Omohundro Plant. The Contractor will provide the labor, materials, services, equipment, means and method of re-bedding the filters. The Contractor shall describe its proposed process in detail in the Bid documents and provide disposal location for the spent media. The contractor will provide material and rehabilitation per manufacturer specifications. This work also includes the following:
1. Remove and dispose of all of the filter material inside of the two (2) manganese green sand filters inside of the well house.
 2. Adequately Re-Bed the filters using appropriate greens/anthracite, gravel or other acceptable fill. Exact methods and types to be disclosed in Bid in detail.
 3. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health.
- iii. REPLACE PITLESS UNIT & FORCE MAIN TO WELL HOUSE: The Contractor will replace the current Pitless Facility and 3" Force Main and existing conduit and electrical wiring going to the Omohundro Plant, including any appurtenances needed to upgrade the electrical wiring. The Contractor will demolish and replace current apron around new pitless facility with a 6x6 apron. The Contractor will also perform an inspection of the riser pipe, couplings, pump and motor and submersible cable. If these items are found

to be damaged, the contractor will provide to the owner a course of action for repair and/or replacement of damaged items in conjunction with the County. Any work required must be approved by the County in a written change order executed by the County. This work also includes the following:

1. Pull equipment out of the well prior to start of work – to include without limitation the riser pipe, pump and motor. Inspect related equipment including the pump, motor, cables and riser pipe and couplings for any damage, issues or corrosion..
 2. Demolish concrete apron around the existing pitless unit to expose the bottom of the pitless unit, remove the broken, out of service 3" force main.
 3. Remove and replace the existing pitless unit, the existing 3" force main, and the existing electrical conduit and wire to the well house. Replace the 3" force main connect it to the pipe at the back of the well house. Perform any necessary site work including any fill and packing down of dirt. Replace the electrical conduit and wire and tie-in to the existing panel in the well house and the new junction box at the well. Replace the pitless unit and connect to new 3" force main. Site work, back fill and pack down around new pitless unit.
 4. If any issues were identified with the well equipment including the pump, motor, cables and riser pipe and couplings, coordinate with the County on repair or replacement of the same by change order.
 5. Repair, Replace or Re-install, as appropriate, the equipment from the well including without limitation the motor, pump, riser pipe and submersible electrical cable.
 6. Hook up and test pump.
 7. Install new 6' x 6' concrete apron around the new pitless unit.
 8. Any work related thereto required by that Corrections Schedule or to satisfy the requirements of the Virginia Department of Health.
- C. **Costs:** Each of the six (6) subtasks of the Project – being 3A(i), 3A(ii), 3A(iii), 3B(i), 3B(ii) and 3B(iii) supra **must be** priced separately by the Contractor in the Bid for the Project on Attachment E. If there is a bulk discount for doing all of the work on the Project such must be clearly identified by the Bidder in the Bidder's Bid on Attachment E as "Additional Information". Although it is anticipated that the County will contract for all the subtasks, the County may choose to Contract only for some of the subtasks if the County does not have sufficient funding for all the subtasks. The County may negotiate with the apparent low overall responsive and responsible Bidder to obtain a contract price within available funds if the Bids all come in over available funds.
- D. **Schedule for work:** The Project is anticipated to be phased and sequenced in order to provide the least amount of disruption to the customers and operations. **WHILE THE MORRIS PLANT IS OUT OF SERVICE FOR REPAIRS, THE OMOHUNDRO PLANT MUST BE FULLY FUNCTIONAL, AND VICE VERSA.** The Contractor and Owners Representative will agree on a course of action and schedule of tasks prior to any Work commencing. The Contractor must submit a proposed Project Schedule with its Bid which conforms to all requirements of Exhibit 1 and this IFB.
- E. **Contractor Minimum Requirements:** The Contractor must meet the following performance standards.
- i. The Contractor should have, at a minimum, a current Class "A" Contractor's license as issued by the Commonwealth of Virginia Board of Contractors, Department of Professional and Occupational Regulation, and a copy of the license must be attached to the Bidder's Bid.

- ii. The Contractor shall possess the appropriate contractor's license(s) with the specific specialty services as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform electrical, roofing and any other services required for the work on the applicable Project, and copies of the license(s) must be attached to the Bidder's Bid.
- iii. The Contractor's firm should have been in business providing similar services promulgated in this solicitation for a minimum of five (5) consecutive years.
- iv. As applicable to the Project, the Contractor shall be responsible for providing quality contractor, HVAC, electrical and other services required for the performance of any work on the Project in accordance with best industry standards, plans, directions and instruction as provided hereunder and in any resulting Contract. All work on the Project shall be completed so as would pass inspection in the industry without exception.
- v. All equipment, materials and installation work provided as a part of the Project shall conform to the Virginia Uniform Statewide Building Codes, National Electrical Code, OSHA, and the specifications of this IFB.
- vi. Contractor(s) shall report any safety concerns, near misses, accidents and injuries related to the work area to the County immediately.
- vii. Contractor(s) shall warrant, replace, or repair any defective product, materials, installation or services on the Project for a minimum of five (5) years from County's acceptance of any work or services hereunder on the Project at no additional cost. County shall be deemed to have accepted services hereunder only after receipt of a proper and detailed invoice from Contractor for all of the work on the Project and payment by the County to Contractor in full on such invoice.
- viii. Contractor(s) shall respond to emergency warranty repairs within one (1) day and shall respond to routine warranty repairs within three (3) business days.
- ix. In addition to all other warranties required hereunder, the Contractor shall transfer and assign to the County any and all warranties or similar guarantees for any materials or products provided by Contractor to the County hereunder.
- x. **Personnel for Electric Services, if applicable to the Project:**
 - 1. Contractor(s) shall perform all electrical work on the Project under the supervision of a qualified master electrician. A qualified master electrician shall be a licensed electrician graduated from an accredited school or program and shall have five (5) years plus of practical experience in planning, laying out, and supervising the installation and repair of wiring, apparatus, or equipment for electrical components regulated by the Virginia Uniform Statewide Building Code and any other applicable electrical regulations. Contractors shall provide a copy of their Class A Electrical Contractor certification and a copy of their Master Electrician license. Contractor(s) shall assure that all employees who will be performing work receive any required training necessary to perform the work. All helpers, assistants, and apprentices shall operate under the supervision of a journeyman or master electrician. The County reserves the right to review any Contractor(s) training documentation.
 - 2. Journeyman Electricians provided by the Contractor should have a minimum of three (3) years of experience performing electrical services in accordance with manufacturer's best practices and must be supervised by a Master Electrician.
- xi. **Performance and payment Bond Required:** Consistent with Virginia Code Sections 2.2-4337 and 2.2-4338, as amended, prior to execution of any contract the County will require the winning bidder to deliver a performance and payment bond in an amount equal to the contract price from an insurer licensed in Virginia.

1. **Bond Forms.** The form of bonds which will be required of a Contractor awarded work on the Project are attached hereto as **Exhibit 2**.
2. **Verification of Bonding Capability.** Bidder shall include in their bid a letter from a surety or insurance company (with a Best's Financial Strength Rating A or better and Financial Size Category VII or higher by A.M. Best Co.) stating that the Bidder is capable of obtaining a performance and payment bond based on the Bidder's estimated contract value for the construction of the Project, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified herein, in a manner similar to the notation provided below: "As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project." This letter shall also state the Bidder's per project and total bonding program limits and that the Surety is authorized/licensed to do business in the Commonwealth of Virginia. The surety providing a winning Contractor's bonds must meet all the requirements stated herein (including, without limitation, financial strength rating, size category, and licensure in Virginia).
 - xii. Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein.
 - xiii. **Debarment Certification:** By signing the Pricing Page (Attachment E) contained in the IFB, bidders are certifying that bidder is not currently debarred by any local or state government or the Federal Government. Bidders shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.
 - xiv. **Project Specific References:** Contractor submitting a bid must demonstrate extensive successful experience in the construction of public utility facilities or wells similar in scope to the Project and the specifications contained herein. To demonstrate this experience, provide a minimum of four (4) project references that have been completed within (15) fifteen years from the date of this IFB. Project references that are for the construction of renovations of public spaces are preferred, however, all project references provided must demonstrate successful experience in the type of construction required for this Project. Preferably, at minimum two (2) of the references should be for the construction similar to this Project. The other references may be for the similar renovations of buildings that includes some or all of the characteristics of the Project. All client references for renovations of meeting spaces or similar projects completed for the Commonwealth of Virginia or a public body of the Commonwealth of Virginia, or any of its agencies or departments, must be disclosed. Each project reference is to include the name and location of the project, project description of sufficient detail to allow determination of projects size and scope, contract costs, contract schedule milestones, photographs of sufficient quality to demonstrate the scope of the facility, and name, address, current phone number, and e-mail addresses of architects and owners.
 - xv. Bidders shall include in their bids the resumes of the Project Manager, Quality Control Manager, and Superintendent – as applicable. Resumes must demonstrate at minimum five (5) years' experience in similar size and type of Projects and any other relevant information.

- xvi. All Bidders must submit the documentation/information requested in this IFB with their bid. Failure to provide any of the required documentation or information may be cause for the bid to be deemed non-responsive and/or non-responsible and rejected.

F. Other Contract Requirements:

- i. Following guidance from the Board for Contractors, the County may, as a part of determining whether the bidder is “responsible,” require the apparent low bidder to submit a listing of its subcontractors along with the license number and classification or specialty of each. See DEP’T OF PROF’L AND OCCUPATIONAL REGULATION, BD. FOR CONTRACTORS POLICIES & INTERPRETATIONS, No. 2959 (July 11, 2016) (“A licensed contractor may bid on work, or enter into a contract for work, which is outside the scope of [its] license classification(s) provided that [it] subcontracts that work, to properly licensed contractors, and the work of the subcontractors is incidental to the contract.”).
- ii. The Bidder must provide its Employer Identification Number (SSN or FEIN) in its Bid.
- iii. Each Bidder shall be prepared, if so requested by the County, to present evidence of its experience, qualifications and financial ability to carry out the terms of the Contract. Prior to award of the Contract, an evaluation will be made to determine if the low bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. Factors to be evaluated include, but are not limited to:
 1. Sufficient financial ability to perform the contract as evidenced by the bidder’s ability to obtain payment and performance bonds from an acceptable surety;
 2. Appropriate experience to perform the Work described in the bid documents;
 3. Any judgments entered against the bidder, or any officers, directors, partners, or owners for breach of a contract for construction;
 4. Any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented;
 5. A conviction of the bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting; or
 6. Any current debarment of the contractor, any officer, director, or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government. The County reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated. A bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing in conformance with the procedures in Code of Virginia § 2.2-4359, as amended.

G. Specifications: At minimum, the Work on the Project must meet the following requirements:

- i. Be in all respects consistent with and meet any and all provisions, notes, and requirements of this IFB including all attachments and exhibits hereto and the

Contract. Site work is required to the extent necessary to produce a finished Project that meets or exceeds all the requirements and specifications provided in this IFB, including without limitation any specifications. The Contractor shall not take advantage of any obvious or apparent ambiguity, conflict, error, or omission in the specifications, this IFB or the Contract. If in reviewing this IFB or after beginning work the Contractor discovers an ambiguity, conflict, error, or omission, it shall immediately notify the County before proceeding further with the affected work. The County will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract and completing the Project as intended.

- ii. The Work on the Project shall be compliant with all Applicable Law, as defined below.

H. **APPLICABLE LAW:** The Contractor and all equipment, materials, and installation related to the work on the Project shall comply with applicable federal, State, and local laws, ordinances, rules and regulations in performance of the Contract ("Applicable Law"), including without limitation:

- i. The Virginia Public Procurement Act;
- ii. Environmental laws;
- iii. The Americans with Disabilities Act;
- iv. OSHA requirements; and
- v. The Virginia Uniform Statewide Building Code.

I. **ADDITIONAL REQUIREMENTS OF CONTRACTOR:**

- i. **Supervision.** The Contractor shall provide adequate supervision of the Project during all working hours and provide inspections, quality control, monitoring, and coordination of various trades for the Project. Contractor must assign a Supervisor to the Project that shall be the main point of contact.
- ii. **Site Safety Generally and Disruptions.** The Contractor shall provide a safe and efficient site, with controlled access. As part of this obligation, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. All staging and materials must be stored in a safe manner in a location approved by the County in advance. Bidders must submit with their Bid a plan for storage and staging of supplies during the Project.
- iii. **Quality Control Generally.** The Contractor shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract documents and Project specifications. The Contractor's responsibility includes ensuring adequate quality control services are provided by the Contractor's employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality of construction.
- iv. Examine the work areas and site conditions under which work stated herein shall be performed. Contractor shall notify County of any condition(s) which may affect installation.
- v. Contractor shall provide all Property site Preparation.
- vi. Provide final approval/inspection and acceptance of the Project.
- vii. Verify site preparation work with a County designated Project Manager and the Engineer, if applicable.
- viii. Deliver materials to site location as designated by the Project Manager.
- ix. Furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation.

- x. In addition to any other warranties required by the Contract or this IFB, the Contractor shall provide and assign to the County any and all related manufacturer's warranties for the Project, associated site work, materials, equipment, or any portion(s) thereof. A copy of these shall be provided with the bid response.
- xi. Agree to all of the provisions of the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors attached to this IFB as Appendix I and further shall agree that any resulting contract awarded pursuant to this IFB shall incorporate by reference as material provisions of such Contract the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors. Any resulting Contract shall be in form acceptable to the County in its sole discretion.

J. PROTECTION OF PERSON AND PROPERTY:

- i. All materials shall be protected from damage during delivery, storage, and installation.
- ii. Work shall only be done during the time set forth in the Contract. If a Contract does not specify, then Work may only be done during Normal Business Hours.
- iii. The Contractor shall not remove any excess (unused) construction material from the site without the County's approval. The County shall be reimbursed for the unused construction material which the County approves to be removed from the County site.
- iv. The Contractor is required to always keep a clean and safe construction area.
- v. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the work on the Project. Any damage to existing Property, site, buildings, real property (land), or personal property, resulting from the work on the Project or the performance of a Contract awarded pursuant to this IFB shall be repaired or replaced at the sole cost and expense of the Contractor to the satisfaction of the County. The Contractor shall repair and/or replace any damage done to any County property by their employees, representatives, agents, subcontractors, or officers or resulting from Contractor's services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. To protect the Contractor, the Contractor shall document any damages in the Project area prior to commencing work including photographs. This written record shall be provided to the County prior to commencing work. This shall be in addition to all requirements of the County's General Terms.

K. BUILDING PERMITS & INSPECTIONS:

- i. The Contractor shall notify Miss Utility to locate all underground utilities and their depth and location prior to starting any work on the Project, if applicable.
- ii. The Contractor shall apply for all required building permits before starting the work on this Project, however the County will waive associated fees.
- iii. Contractor shall notify the County to arrange for inspections at agreed milestones and shall notify the County for final inspection.

L. INSURANCE REQUIREMENTS:

- i. The Contractor shall agree to carry the required liability insurances that are listed under item number 39 of the "GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS" attached hereto as Appendix I.
- ii. By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the insurance coverage required at the time the work commences. The Contractor further certifies that the contractor will maintain

the specified coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- iii. During the period of the contract the County reserves the right to require the Contractor to furnish certificates of insurance for the coverage from time to time.
- iv. A Certificate of Insurance shall be submitted with the Contractor's Bid evidencing the insurance required hereunder.

4. SUBMITTAL INSTRUCTIONS

A. GENERAL INSTRUCTIONS

- i. **IFB Response:** In order to be considered for selection, interested parties must submit a complete response to this IFB, including all requested documentation. Failure to comply with all criteria listed herein may be cause to reject a Bid.
- ii. **IFB Questions:** Address questions concerning this IFB to:

Cyndi Toler, Purchasing Officer

P.O. Box 540

132 Main Street

Palmyra, VA 22963

Ph: (434) 591-1937

ctoler@fluvannacounty.org

Bidders shall submit any questions in writing. Written responses, including the questions, will be posted with the IFB. Questions will not be accepted after July 19, 2021, at 10 a.m. eastern standard time.

- iii. **Ownership of Proposals:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the words, figures, or paragraphs specifically, and explain why such material is proprietary or a trade secret under Virginia law. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.
 - iv. **Due Date:** Sealed Bids must be received by the Purchasing Officer no later than 2:00 p.m. EST on August 5, 2021. Proposals must be addressed to the Procurement Contact listed on the first page of this IFB.
 - v. **Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.**
- B. 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.
- C. 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:
- i. **Cover Letter** - Provide a cover letter that confirms the Bidder's understanding of this IFB and a general understanding of the Project.

- ii. **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.
- iii. **Resumes/Qualifications** - Provide a concise resume or description of each principal team member's education, relevant professional experience, length of time employed by the Contractor and/or sub-consultant, and professional licenses. Each firm submitting a proposal shall provide an updated statement of qualifications highlighting the expertise and experience of the firm and its personnel related to the Project.
 - a. Licenses to conduct services or work on the Project required by the Code of Virginia
 - b. Certificate of Insurance
 - c. Certification of Insurer regarding Performance and Payment Bonds
- iv. **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. List all work of a similar nature to the Project completed for any department or agency of the Commonwealth of Virginia and any Virginia public body or locality.
- v. **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).
- vi. **References:** In addition to any specific references required under this IFB, Provide the current name, address, and telephone number of at least four (4) 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.
- vii. **Pricing** – Please provide flat lump sum pricing. 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.
 - a. Bids will only be accepted where pricing is submitted on this Pricing Schedule, Attachment E. Vendor quotations and other supporting documentation can be included with the bid.
 - b. The method of payment for this contract will be by lump sum fixed price or not to exceed payment including all reimbursable administrative or other expenses of any kind.
 - c. Any Contract resulting from this IFB shall be time of the essence – including all associated subtask completion dates.
- viii. **Project Approach** – The purpose of this section is to provide the County with the Bidder's understanding and proposed approach to the project. The Bidder should discuss in detail the proposed management and project approach, the staffing of the Bidder's firm and firm's approach to ensure quality control and completion Project in a timely manner.

- ix. **Project Full Specifications** - Please provide full specifications and features of Renovation, ducting, lighting, materials, concrete, flooring, tile, insulation, ceiling, HVAC equipment, and all materials and a detailed listing of all Site Work; and include the applicable warranty information for each portion thereof. Please provide pictures, pamphlets and materials related to the materials (such as windows, locks, doors, skylights, fans, concrete, finishes, paints, tiles, floors, HVAC grills, trim, etc.) that will be used.
- x. **Forms:** All forms required to be submitted under this IFB must be included in the Bid.
 - a. Vendor Data Sheet (Attachment A)
 - b. Proof of Authority to Transact Business in Virginia (Attachment B)
 - c. Certificate of No Collusion (Attachment C)
 - d. Bidder Statement (Attachment D)
 - e. Pricing (Attachment E)
- xi. 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 Bidder 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.

D. Other Requirements:

- i. Expertise and experience of the firm related to the scope of services contained in this IFB. This section shall include recent project information of similar type completed by the firm along with the name and telephone number of the point of contact for each project.
 - ii. The IFB document with any addenda acknowledgements filled out and signed as required (see attachments hereto).
 - iii. A detailed response to all requirements, general, specific, functional, and technical required under this IFB.
 - iv. A statement of how long the Bidder has provided services similar to the Work requested herein;
 - v. Financial responsibility of the firm. Include most recent financial statement (audited is preferred).
 - vi. The firm should include a street address of the office proposed to handle the work.
 - vii. Identification and statement of qualifications of the construction project team who will be assigned to the Project for actual "hands on" work, as well as the principal assigned the Project for oversight responsibilities.
 - viii. Provide your proposed Project timeline/completion schedule. Time shall be of the essence with respect to all project deadlines and Project completion.
 - ix. Disclose all past and pending litigation.
5. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.
6. **Incurred Expenses:** The County will not be liable for any cost incurred by Bidders in preparing and submitting proposals. Bidders may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this IFB.
- 7. SUBMITTAL INSTRUCTIONS**
- A. **Each Bidder must submit one (1) original and One (1) copy along with one (1) electronic copy of its bid documents on CD ROM, DVD, or USB flash drive/memory stick.**

- B. An authorized representative of the 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.**
8. **CONTRACT AWARD:** 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.
9. **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.
 - C. Unless canceled 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. Each subpart of the work identified as 3A(i), 3A(ii), 3A(iii), 3B(i), 3B(ii), and 3B(iii) must be separately priced as required by Attachment E. Such negotiation may include eliminating portions of the work on the Project to obtain a contract price within available funds.
- D. **CONTRACT DOCUMENTS:**
- a. Contractor, by submitting its Bid, agrees to all of the provisions of this IFB and of the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors attached to this IFB as Appendix I. Further, the Contractor shall agree that any resulting Contract awarded pursuant to this IFB shall incorporate by reference as material provisions of such Contract the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors.
 - b. The form of Contract shall be subject to County approval in its sole discretion and shall be substantially in the form of that "Fluvanna County Term Contract Between County and Contractor" which is attached hereto as **Exhibit 3** and incorporated herein as a material part of this IFB. The Contractor acknowledges and agrees that the County's General Terms, the current Commonwealth of Virginia's General Conditions of the Construction Contract (CO-7) are incorporated by reference as material parts of this IFB and the Contract.

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:

 Legal Name of Entity if Applicable

Date: _____

By: _____ (SEAL)
 Signature of Authorized Representative

Print Name: _____

Print Title: _____

Vendor Certification (for a Sole Proprietor):

 Signature (SEAL)

Print Name: _____

Date: _____

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 subscriber 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]

BIDDER/OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

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

Print Name: _____ Print
Title: _____

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

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

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

Signature (SEAL)

Print Name: _____

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

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

Attachment E – Pricing

Morris Plant/Well Remediation

subtask price

3A(i) – Morris Plant - Well Rehabilitation & Yield and Drawdown Testing

3A(ii) – Morris Plant – Rehabilitate Greensand filters

3A(iii) – Morris Plant - Repipe Well House and Pump Replacement

Omohundro Plant/Well Remediation

3A(i) – Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing

3A(ii) – Omohundro Plant – Rehabilitate Greensand filters

3A(iii) – Omohundro Plant - Replace Pitless Unit & Force Main to Well House

TOTAL:

Additional Information: _____

Contractor

date

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 Architect, County and their 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, site, 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.

SCHEDULE OF CORRECTIVE ACTIONS REQUIRED

This Office completed a site visit on March 12, 2021, as a follow up action to a conference call held on March 3, 2021 in which the current state of the Fork Union Sanitary District waterworks system was discussed.

INTERIM ACTIONS

Perform daily monitoring of each wells' gallon per minute pumping rate and log daily hours of operation. Properly maintain and operate the greensand filtration systems and other treatment equipment at the Omohundro and Morris wells.


CORRECTIVE ACTION REQUIREMENTS

Based on the site visit's findings, and past historical data, the following items must be corrected as stated below:

Sanitary Defect	Required Corrective Action	Deadline Date
The Melton well produces water with iron and manganese levels in excess of the Secondary Maximum Contaminant Levels.	This well should be formally designated as an Emergency Only source. Inform our office if you object to this change.	May 20, 2021 <i>Sent email 4/19 - 4/20</i>
Reliability Issue: The current pumping rate for the Omohundro, Morris, and Melton wells demonstrates that their reliable production capacity has declined significantly since the system was originally permitted. There is a concern that the waterworks is unable to demonstrate the ability to provide water of adequate quantity in the event that either the Morris or Omohundro well were to fail or require long-term maintenance.	Inform our office, in writing, of what steps are being taken for the rehabilitation of the existing facilities and/or the addition of new facilities to increase the system's source capacity. Include any work that has been completed within the past year and projected timelines for planned upcoming work.	June 17, 2021
Reliability Issue: Reportedly, "silt" accumulates in the Omohundro and Morris well casing every year. This buildup of material is likely sealing off water bearing fractures and requires the submersible pump to be raised periodically to prevent it from drawing in solids. As the pump is raised the pumping rate must decrease so that the pump will not pull in air from above.	Have both wells professionally inspected to determine if the well screens and casings are in need of repair or replacement.	Nov. 10, 2021 Omohundro Well Jan. 20, 2022 Morris Well
Reliability Issue: The pitless adapter on the Omohundro well broke several years ago. A temporary repair was made to	Return this well to a pitless adapter configuration.	Feb. 17, 2022

<p>route the well discharge piping above grade, bypassing the pitless adapter, but a permanent repair has not been completed.</p>		
<p>The Omohundro well has experienced elevated iron and manganese levels in recent years. Monthly MORs show manganese and iron levels of 0 mg/L, however, routine Metals samples show iron and manganese levels above their respective SMCLs.</p>	<p>According to the manufacturer, the media in the installed Greensand filters should be replaced every 10 years. Have the media in these tanks professionally evaluated and replace if needed.</p> <p>Ensure the test kits being used to measure the iron and manganese levels in the treated water are calibrated and appropriate to detect low level concentrations.</p>	<p>Sept. 22, 2021</p> <p>June 23, 2021</p>
<p>The Morris well has experienced elevated iron and manganese levels in recent years. Monthly MORs show manganese and iron levels of 0 mg/L, however, routine Metals samples show iron and manganese levels above their respective SMCLs.</p>	<p>According to the manufacturer, the media in the installed Greensand filters should be replaced every 10 years. Have the media in these tanks professionally evaluated and replace if needed.</p> <p>Ensure the test kits being used to measure the iron and manganese levels in the treated water are calibrated and appropriate to detect low level concentrations.</p>	<p>Nov. 24, 2021</p> <p>June 23, 2021</p>
<p>Failure to Maintain Infrastructure</p>	<p>Submit a preliminary engineering report (PER) that fully evaluates the condition of the waterworks and recommends specific improvements to increase reliability. The report shall be prepared by a licensed Virginia professional engineer.</p>	<p>March 24, 2022</p>

I agree to fully implement the above corrective actions to rectify the elements of concern that may have led to the Reliability Violation. **I will notify the Virginia Department of Health, Office of Drinking Water, in writing, within 7 business days upon completion of each corrective action.**



 Waterworks Owner (Signature)

Eric M. Dahl
 County Administrator
 Fluvanna County

4/16/21

 (Date)

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**COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Contract, dated this _____ day of _____, _____ between Fluvanna County and its Fork Union Sanitary District (“Owner”) and _____ (“Contractor”), is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notice, are as follows:

Owner:

Attn: Fluvanna County, Attn: Fork Union Sanitary District
Address: 132 Main Street
City, State, Zip: Palmyra, VA 22963
Telephone: 434-591-1910 FAX: 434-591-1911

With a copy to:
Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22903

Contractor:

Attn:
Address:

City, State, Zip:
Telephone: FAX:
Email Address:
Virginia Contractor’s License #:
FEIN/SSN:
Virginia SCC ID #:

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Project is identified as: IFB# 2021-____
Project Title: Well Rehabilitation

General Project Description: All work, labor, equipment, materials, and related items and services needed to meet all requirements of the IFB and this Contract including without limitation to repair and rehabilitate two (2) County owned wells known as the Omohundro Plant

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and the Morris Plant including without limitation the following work: (i) Morris Plant well rehabilitation and associated yield and draw down testing; (ii) green sand filter rehabilitation at the Morris Plant; (iii) re-piping water plant and pump replacement at the Morris Plant; (iv) Omohundro Plant well rehabilitation and associated yield and draw down testing; (v) green sand filter rehabilitation at the at the Omohundro Plant; and (vi) replacement of the pitless unit and force main at the Omohundro Plant.

The Project IFB# indicated above shall be included on all Project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (CO-12), and test reports, and related materials, as applicable.

This Contract is valid for Work performed under and consistent with that IFB # _____, entitled Well Rehabilitation, issued _____ (hereinafter the "IFB").

3. After competitive sealed bidding pursuant to the Virginia Public Procurement Act, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the Project.

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

1. STATEMENT OF THE WORK

The Contractor shall furnish and provide all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

a. The following documents are incorporated by reference into this Contract as if set forth fully herein:

1. **Exhibit 1: Commonwealth of Virginia's General Conditions of the Construction Contract (CO-7; DGS-30-054), last revised April, 2021 (the "Commonwealth's General Conditions");**
2. **Exhibit 2: the IFB, which includes the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") and exhibits thereto (collectively referred to as the "IFB");**
3. **Exhibit 3: Bid Form and Proposal submitted by the Contractor in response to the IFB (the "Bid");**
9. _____; and
10. _____.

Notwithstanding the foregoing, the Commonwealth's General Conditions are modified by the JOC Supplemental Conditions, as modified above, and are further modified for this Contract as set forth below:

- a. In Section 1, "Agency" shall mean Fluvanna County, a political subdivision of the Commonwealth of Virginia and the Fork Union Sanitary District.

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- b. In Section 1, in the definition of “Architect/Engineer (‘A/E’)”, the following is added to the end of the definition, “In the event there is no A/E for the Project, ‘A/E’ as used in the Contract Document shall mean the Owner”.
 - c. In Section 1, “General Conditions” means the Commonwealth’s General Conditions (as defined in this Contract) as modified by modified by this Contract.
 - d. In Section 3(f), the first sentence is deleted and replaced with the following: “ All codes, regulations, zoning and other ordinances of the County of Fluvanna apply to Work at the Site, and the Contractor must obtain any required approvals or permits necessary for the Work on the Project, however, the permit fees for building permits issued by the Owner shall be waived.”
 - e. Section 8(a) is intentionally omitted. Instead the provisions setting out requirements for Performance and Payment Bonds are set out in the “IFB” as such term is defined in the Contract. Any reference to Performance Bonds or Payment and Material Bonds shall mean those bonds required under the IFB. In addition, all references to CO-10 (Performance Bond) and CO-10.1 Labor and Material Payment Bond shall mean those bonds as described in the IFB under which the Contract was issued.
 - f. In Section 13, the last sentence is deleted in its entirety.
 - g. Section 36 is deleted and replaced with the following: “No interest or penalty of any kind shall accrue on any amounts owed by Owner to Contractor.”
 - h. Section 47(d) is deleted in its entirety and replaced with the following: “The Owner does not agree to alternative dispute resolution.”
- b. All references to the following standardized forms:
- i. Workers' Compensation Certificate of Coverage (CO-9a);
 - ii. Change Order (CO-11);
 - iii. Schedule of Values and Certificate for Payment (CO-12);
 - iv. The Affidavit of Payments of Claims (CO-13);
 - v. The Contractor's Certificate of Substantial Completion (CO-13.2a); and
 - vi. Contractor's Certificate of Completion (CO-13.2);
- Shall mean such standardized form or other reasonable alternative format approved by the Owner in advance in the Owner’s sole discretion.
- c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion, are of the essence of the Contract.
 - d. The Contract shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
 - e. Anything called for by one of the Contract Documents and not called for by the others, shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the Contract Documents shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between

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or among the Contract Documents, the precedence of the Contract Documents shall be in the following order: the Contract; the Commonwealth's General Conditions as modified by this Contract; the County's General Conditions; the IFB; the Contractor's Bid.

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

3. TIME FOR COMPLETION

The Work shall be commenced on a date to be specified in the Notice to Proceed from Owner. All work shall be completed in strict conformance to the Project Schedule and Exhibit 1 to the IFB. Contractor shall achieve Substantial Completion within _____ Days or not later than the Contract Completion Date, which is _____ [revise for date for each subtask]. Contractor shall achieve Final Completion of each subtask the Work within 10 Days after the date of Substantial Completion of the Work on the subtask. Final Completion of the Project including all subtasks must be one or before _____.

4. STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND

Contractor shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions.

5. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of _____ Dollars (\$ _____).[ADD ANY SPECIFCS].

6. PAYMENTS

Payments shall only be made upon final completion of the Project, or if specifically set forth in the project schedule, upon final completion of each subtask set forth in sections 3A(i), 3A(ii), 3A(iii), 3B(i), 3B(ii) and 3B(iii) of the IFB. Payment shall be made within 45 days of proper invoice after Final Completion of the Project, or subtask, as applicable, by the Contractor and acceptance of all Work on the subtask being a part of the Project. No interest on payments due the Contractor shall. See Code of Virginia § 2.2-4354. Notwithstanding the foregoing, the Owner shall retain a 5% retainage on amounts owed to the Contractor on the Project until Final Completion of all Work (including all subtasks) on the Project in strict conformance to this Contract and until acceptance of all Work on the Project by the County in its reasonable discretion.

eVA Vendor Registration: The Contractor shall be a registered vendor in eVA if so, required under the Virginia Procurement Act.

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7. AUTHORIZATION TO TRANSACT BUSINESS

The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia 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, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

9. DEBARMENT AND ENJOINMENT

By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor, certify that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

10. ALL RISK BUILDER'S RISK INSURANCE

This Project is **Contractor Controlled During Construction**. Contractor shall procure and maintain "all-risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for a Site which is Contractor controlled during construction.

11. Contract Dates:

The Substantial Completion Dates for each subtask are:

The Contract Final Completion Date is:

In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract or other.

[SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties have executed and sealed this Contract on the dates set forth beside their respective signatures.

For the CONTRACTOR:

For the OWNER:

By: _____(SEAL)
(signature in ink) (date)

By: _____(SEAL)
(signature in ink) (date)

(typed name)

(typed name)

(typed title)

(typed title)

Attest:

Attest:

(signature in ink) (date)

(signature in ink) (date)

Approved as to form:

Fluvanna County Attorney

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT:

That, _____ the Contractor (“Principal”) whose principal place of business is located at _____ and _____ (“Surety”) are held and firmly bound unto the County of Fluvanna, Virginia, the Owner (“Obligee”) in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the ___ day of _____, 20__ entered into a contract with Obligee for which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A “subcontractor” of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials

STANDARD LABOR AND MATERIAL PAYMENT BOND

for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant;

a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a Virginia court of competent jurisdiction and parties agree that exclusive venue and jurisdiction for any dispute arising hereunder shall be in the courts of the County of Fluvanna, Virginia.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this ___ day of _____, 20__ .

Principal

Surety (must be signed by a Virginia Resident Agent of Surety)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Approved as to form:

Bond No.: _____

Fluvanna County Attorney

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**COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Contract, dated this _____ day of _____, _____ between Fluvanna
County and its Fork Union Sanitary District (“Owner”) and
_____ (“Contractor”),
is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places
for delivery of Notice, are as follows:

Owner:

Attn: Fluvanna County, Attn: Fork Union Sanitary District
Address: 132 Main Street
City, State, Zip: Palmyra, VA 22963
Telephone: 434-591-1910 FAX: 434-591-1911

With a copy to:
Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22903

Contractor:

Attn:
Address:

City, State, Zip:
Telephone: FAX:
Email Address:
Virginia Contractor’s License #:
FEIN/SSN:
Virginia SCC ID #:

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the
new address is given in the manner required for Notice, a Notice to such party is sufficient if given to
the address set forth in Section 1.

2. The Project is identified as: IFB# 2021-____
Project Title: Well Rehabilitation

General Project Description: All work, labor, equipment, materials, and related items and
services needed to meet all requirements of the IFB and this Contract including without
limitation to repair and rehabilitate two (2) County owned wells known as the Omohundro Plant

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and the Morris Plant including without limitation the following work: (i) Morris Plant well rehabilitation and associated yield and draw down testing; (ii) green sand filter rehabilitation at the Morris Plant; (iii) re-piping water plant and pump replacement at the Morris Plant; (iv) Omohundro Plant well rehabilitation and associated yield and draw down testing; (v) green sand filter rehabilitation at the at the Omohundro Plant; and (vi) replacement of the pitless unit and force main at the Omohundro Plant.

The Project IFB# indicated above shall be included on all Project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (CO-12), and test reports, and related materials, as applicable.

This Contract is valid for Work performed under and consistent with that IFB # _____, entitled Well Rehabilitation, issued _____ (hereinafter the "IFB").

3. After competitive sealed bidding pursuant to the Virginia Public Procurement Act, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the Project.

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

1. STATEMENT OF THE WORK

The Contractor shall furnish and provide all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

a. The following documents are incorporated by reference into this Contract as if set forth fully herein:

1. **Exhibit 1: Commonwealth of Virginia's General Conditions of the Construction Contract (CO-7; DGS-30-054), last revised April, 2021 (the "Commonwealth's General Conditions");**
2. **Exhibit 2: the IFB, which includes the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") and exhibits thereto (collectively referred to as the "IFB");**
3. **Exhibit 3: Bid Form and Proposal submitted by the Contractor in response to the IFB (the "Bid");**
9. _____; and
10. _____.

Notwithstanding the foregoing, the Commonwealth's General Conditions are modified by the JOC Supplemental Conditions, as modified above, and are further modified for this Contract as set forth below:

- a. In Section 1, "Agency" shall mean Fluvanna County, a political subdivision of the Commonwealth of Virginia and the Fork Union Sanitary District.

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- b. In Section 1, in the definition of “Architect/Engineer (‘A/E’)”, the following is added to the end of the definition, “In the event there is no A/E for the Project, ‘A/E’ as used in the Contract Document shall mean the Owner”.
 - c. In Section 1, “General Conditions” means the Commonwealth’s General Conditions (as defined in this Contract) as modified by modified by this Contract.
 - d. In Section 3(f), the first sentence is deleted and replaced with the following: “ All codes, regulations, zoning and other ordinances of the County of Fluvanna apply to Work at the Site, and the Contractor must obtain any required approvals or permits necessary for the Work on the Project, however, the permit fees for building permits issued by the Owner shall be waived.”
 - e. Section 8(a) is intentionally omitted. Instead the provisions setting out requirements for Performance and Payment Bonds are set out in the “IFB” as such term is defined in the Contract. Any reference to Performance Bonds or Payment and Material Bonds shall mean those bonds required under the IFB. In addition, all references to CO-10 (Performance Bond) and CO-10.1 Labor and Material Payment Bond shall mean those bonds as described in the IFB under which the Contract was issued.
 - f. In Section 13, the last sentence is deleted in its entirety.
 - g. Section 36 is deleted and replaced with the following: “No interest or penalty of any kind shall accrue on any amounts owed by Owner to Contractor.”
 - h. Section 47(d) is deleted in its entirety and replaced with the following: “The Owner does not agree to alternative dispute resolution.”
- b. All references to the following standardized forms:
- i. Workers' Compensation Certificate of Coverage (CO-9a);
 - ii. Change Order (CO-11);
 - iii. Schedule of Values and Certificate for Payment (CO-12);
 - iv. The Affidavit of Payments of Claims (CO-13);
 - v. The Contractor's Certificate of Substantial Completion (CO-13.2a); and
 - vi. Contractor's Certificate of Completion (CO-13.2);
- Shall mean such standardized form or other reasonable alternative format approved by the Owner in advance in the Owner’s sole discretion.
- c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion, are of the essence of the Contract.
 - d. The Contract shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
 - e. Anything called for by one of the Contract Documents and not called for by the others, shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the Contract Documents shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between

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(Rev. 07/20) further revised and modified for use by Fluvanna County

Page 4 of 6

or among the Contract Documents, the precedence of the Contract Documents shall be in the following order: the Contract; the Commonwealth's General Conditions as modified by this Contract; the County's General Conditions; the IFB; the Contractor's Bid.

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

3. TIME FOR COMPLETION

The Work shall be commenced on a date to be specified in the Notice to Proceed from Owner. All work shall be completed in strict conformance to the Project Schedule and Exhibit 1 to the IFB. Contractor shall achieve Substantial Completion within _____ Days or not later than the Contract Completion Date, which is _____ [revise for date for each subtask]. Contractor shall achieve Final Completion of each subtask the Work within 10 Days after the date of Substantial Completion of the Work on the subtask. Final Completion of the Project including all subtasks must be one or before _____.

4. STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND

Contractor shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions.

5. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of _____ Dollars (\$ _____).[ADD ANY SPECIFCS].

6. PAYMENTS

Payments shall only be made upon final completion of the Project, or if specifically set forth in the project schedule, upon final completion of each subtask set forth in sections 3A(i), 3A(ii), 3A(iii), 3B(i), 3B(ii) and 3B(iii) of the IFB. Payment shall be made within 45 days of proper invoice after Final Completion of the Project, or subtask, as applicable, by the Contractor and acceptance of all Work on the subtask being a part of the Project. No interest on payments due the Contractor shall. *See* Code of Virginia § 2.2-4354. Notwithstanding the foregoing, the Owner shall retain a 5% retainage on amounts owed to the Contractor on the Project until Final Completion of all Work (including all subtasks) on the Project in strict conformance to this Contract and until acceptance of all Work on the Project by the County in its reasonable discretion.

eVA Vendor Registration: The Contractor shall be a registered vendor in eVA if so, required under the Virginia Procurement Act.

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Page 5 of 6

7. AUTHORIZATION TO TRANSACT BUSINESS

The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia 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, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

9. DEBARMENT AND ENJOINMENT

By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor, certify that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

10. ALL RISK BUILDER'S RISK INSURANCE

This Project is **Contractor Controlled During Construction**. Contractor shall procure and maintain "all-risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for a Site which is Contractor controlled during construction.

11. Contract Dates:

The Substantial Completion Dates for each subtask are:

The Contract Final Completion Date is:

In addition to damages for delay, whether liquidated or actual, the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of the Contract, including, but not limited to, Defective Work or abandonment of the Contract or other.

[SIGNATURE PAGE TO FOLLOW.]

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CO-9

(Rev. 07/20) further revised and modified for use by Fluvanna County

Page 6 of 6

IN WITNESS WHEREOF, the parties have executed and sealed this Contract on the dates set forth beside their respective signatures.

For the CONTRACTOR:

For the OWNER:

By: _____ (SEAL)
(signature in ink) (date)

By: _____ (SEAL)
(signature in ink) (date)

(typed name)

(typed name)

(typed title)

(typed title)

Attest:

Attest:

(signature in ink) (date)

(signature in ink) (date)

Approved as to form:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA
(IFB) #2021-02
WELL REHABILITATION

ADDENDUM # 1:

Reference – Invitation for Bid: IFB #2021-02
 Title of Request for Proposal: FLUVANNA COUNTY – BASEMENT RENOVATION
 Issue Date: August 3, 2021
 Original Bid Due Date and Time: August 5, 2021 at 2 pm
 Bid Due Date and Time: August 16, 2021 at 2pm (as revised by this Addendum #1)

The above IFB #2020-01 is hereby amended and modified as follows:

1. Page 1 shall be changed to require that:
 - a. All sealed bids shall be turned in no later than August 16, 2021, at 2:00 p.m. EST.
2. The “Due Date” on page 1 and in Section 4(A)(iv) shall be revised to be no later than August 16, 2021, at 2:00 p.m. EST.
3. Alternate Bid: Please provide two bid alternatives in your response: (i) first a bid for the work on the Project described in the IFB if the County **does not** elect to use Federal funding to pay for the work on the Project; and (ii) **an alternate bid for the work on the Project described in the IFB if the County uses Federal Funds**, such as funds from the American Rescue Plan Act of 2021, to pay for the work on the Project, subject to the additional terms and conditions and as described below in 3(a) and 3(b):
 - a. There is a possibility that the County may use funding from the federal government for this project, specifically funding received under the American Rescue Plan Act of 2021. If the County applies federal funding, then all applicable law will apply including the Davis Bacon Act and related acts and other applicable law (collectively “DBRA”) will apply to the work on this Project. In such event, the Contractor shall conform to all requirements of the Davis Bacon Act, including, without limitation, all Davis-Bacon prevailing wage requirements in place at the time the Contract is executed. The Copeland "Anti-Kickback" Act would also apply and the Contractor shall conform to all requirements thereof. Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under Virginia and local laws, and the Contractor shall investigate the same and ensure compliance with all applicable laws. Also, overtime work pay requirements under Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act may apply to work, and if applicable, the Contractor shall comply therewith. If the County uses any federal funding to pay for the work on the Project, then the Project is subject to Davis Bacon wages scales as determined by the Contract date which must be incorporated into any resulting Contract by reference as a material provision thereof. By submitting its Bid, Contractor certifies that it is not currently under suspension or debarment by the Commonwealth of Virginia, any other state, or the federal government.
 - b. In the event that the County elects to proceed with the Project using federal funding as described in 3(a) supra, the following additional contract provisions will be required in any resulting contract awarded under this IFB:

AMERICAN RESCUE PLAN ACT OF 2021 FUNDING:

- i. *WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world;*
- ii. *WHEREAS, the federal government passed the American Rescue Plan Act (the "Act"), which provides funding for various programs including some to address the effects of the COVID-19 pandemic;*
- iii. *WHEREAS, part of the Act gives monetary assistance to state and local governments;*
- iv. *WHEREAS, subject to other requirements of the Act and applicable law, a local government may use funds provided to it under the Act to cover costs of the local government no later than December 31, 2024 to: (A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or (D) to make necessary investments in water, sewer, or broadband infrastructure.*
- v. *WHEREAS, the County may use funds it receives under the Act to pay for all or part of the Work on this Project Agreement and to the extent the County uses funds it received under the Act the Contractor shall meet requirements of applicable law including without limitation the Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act, related to the expenditure of such funds including without limitation all wage requirements, and details required in any invoicing, reporting, and documentation;*
- vi. *Therefore, the parties agree:*
 - 1. *The following recitations are a material part of this Project Agreement;*
 - 2. *The Contractor shall conform all work on the Project and all invoicing related thereto, to any requirements of the Act and other applicable law;*
 - 3. *The County is using funds provided under the Act to pay for the work on this Project provided for under this Contract, and the Contractor understands the same and agrees to comply with all Act Requirements in providing the Services and in all matters relating to this Agreement. Notwithstanding any provisions to the contrary contained in this Contract, the County will not pay for any work on the Project, or portion thereof, not completed on or prior to December 31, 2024, under any circumstances; however this shall not change any earlier completion date(s) required by this Contract Further, notwithstanding any other provision of this Agreement, the Contractor agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Contractor under this Contract;*
 - 4. *The work on the Project must be done in compliance with Applicable Law, Act requirements, and to Pandemic Standards (each as defined herein) and as otherwise required by this Contract;*
 - 5. *"Pandemic Standards" means consistent with the following: (i) Federal, OSHA, and Center for Disease Control regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social*

distancing, hand-washing, and cleaning; and (ii) Commonwealth of Virginia, Virginia Department of Labor, and Virginia Department of Health regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning;

- 6. *"Applicable Law(s)" means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria, including without limitation the Act, Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act; and*
- 7. *Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, State and local law, the Act and CDC and the Virginia Department of Health guidance related to COVID-19 and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred. Upon notice to the Contractor, the County may require that the Contractor's workers and sub-contractors wear masks at any Work-Site.*

- 4. If there is no difference in price for the alternative described in 3 supra, then the Bid shall clearly indicate the same.
- 5. Pre-bid sign in sheet is attached.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: _____

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____



August 12, 2021

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

RE: IFB #2021-02 Well Rehabilitation
Due Date: August 16, 2021 at 2 PM

Dear Ms. Toler:

Please be advised that we are in complete understanding of the above referenced IFB and of the work this project consist of.

Sincerely,

SYDNOR HYDRO, INC.

A handwritten signature in black ink that reads "Brant Verdery". The signature is written in a cursive style.

Brant Verdery
President

BV:wcp

Exhibit 3



Nicholas J. Polivka, Jr., EIT
Manager, Mechanical Services Division

Education:

Bachelor of Science, Mechanical Engineering - Virginia Commonwealth University, December 2000.

Certification and Training:

Certified Engineer-in-Training (EIT)
CAD Technician (AutoCAD 2000/2004/2007/LT)
Confined Space Competent Person
Excavation Safety Competent Person
OSHA 10-hour Certification
CPR / First Aid

Experience:

Mr. Polivka has over 25 years of experience in the construction industry. He has extensive experience in techniques in concrete construction, water well construction, water system construction, water system service, system repair and troubleshooting, on-site construction supervision, and project management.

Duties and Responsibilities:

Mr. Polivka is a Senior Project Manager with Sydnor Hydro, Inc. He has overall project management responsibility for a wide range of water well construction projects, water treatment and supply projects, and utility construction projects as well as general management of the Service and Mechanical Construction Divisions of the company. His duties include assisting with estimating and transfer to production, material requisition, project scheduling, equipment and resource management, subcontractor and support staff coordination, billing, and project closeout on daily and large-scale projects; routine project inspections; and coordination as necessary with state and regulatory personnel. He serves as liaison with clients, regulatory authorities, engineers, municipalities and subcontractors on construction projects as well as point of contact for federal, municipal, and industrial service customers. He has been employed by Sydnor Hydro, Inc. since 2006 and reports directly to the Vice President.

2501 Blue Ridge Road, Suite 250
Raleigh, NC 27607
Tel (919) 844-0640
Fax (919) 844-5669



Charlotte
Greenville
Knoxville
Lynchburg
Nashville
Raleigh
Richmond
Roanoke

August 11, 2021

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

Re: Sydnor Hydro, Inc.
Project: Fork Union Sanitation District

Dear Ms. Toler:

It is a pleasure to confirm our association and surety credit relationship with Sydnor Hydro, Inc. The Hartford Insurance Company, (Hartford), through Scott Insurance, has provided bonds for Sydnor Hydro, Inc. since 2013. Hartford is rated "A+" by AM Best, is listed in the Federal Treasury List of Approved Sureties (Circular 570), and is licensed to provide surety bonds in all 50 states.

Hartford has conducted a careful underwriting review to establish surety credit parameters for Sydnor Hydro, Inc. We have structured a single project parameter of \$2,000,000 with a corresponding aggregate program of \$4,000,000 to facilitate routine bonding needs. Arrangement of additional credit would be considered given specific project circumstances and details. Naturally, the execution of any bond would be subject to normal underwriting considerations including review of contract terms, conditions and project financing.

Please understand that any arrangement for any bond is a matter between Sydnor Hydro, Inc. and Hartford and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds. This letter will expire one hundred and eighty (180) days from the above date.

We consider Sydnor Hydro, Inc. to be one of the finest companies in their field. Please feel free to call me to discuss any additional information you need to give them your favorable consideration.

Best regards,

Windy Lovelady
Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2021

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

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

PRODUCER Scott Insurance 3900 Westerre Parkway, Suite 200 Richmond VA 23233	CONTACT NAME: Denise Kelly PHONE (A/C, No, Ext): 804-545-2208 FAX (A/C, No): 434-455-7915 E-MAIL ADDRESS: dkelly@scottins.com
INSURER(S) AFFORDING COVERAGE	
INSURED Sydnor Hydro, Inc. Mr. Steve Marusco P. O. Box 27186 Richmond VA 23261-7186	SYDNO-1 INSURER A : Hartford Fire Ins Company (A+) NAIC # 19682 INSURER B : CINCINNATI INS CO (A+) 10677 INSURER c : Twin City Fire Insurance Company (A+) 29459 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 960431838 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	14UENOE0064	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	14UENOE0065	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ENP 0070293	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	14WEOE0063	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER VA, NC, SC, MD E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater Installation Floater			ENP 0070293	4/1/2021	4/1/2022	Rented Equip, ACV \$100,000 Installation, ACV \$350,000 Deductible: \$5,000

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

CERTIFICATE HOLDER <div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> EVIDENCE OF INSURANCE ONLY </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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: Brant Verdery Phone: 804-643-2725

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: 132 Years _____ Months

4. Vendor Information:

FIN or FEI Number: 54-1945981 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: Fork Union Sanitation District	Contact: Brian Estes
Phone: 434-842-5310	Email: bestes@fluvannacounty.org
Dates of Service: January - 2021	\$\$ Value: \$34,430.00

Company: Quantico Marine Corps. Base	Contact: John Brollini
Phone: 919-576-5522	Email: jbrollin@esp-jv.com
Dates of Service: April - 2021	\$\$ Value: \$264,100.00

Company: QCM, Inc. (Pentagon)	Contact: Kenneth Preuitt
Phone: 757-487-2009	Email: kenneth.l.preuitt.ctr@mail.mil
Dates of Service: March - 2021	\$\$ Value: \$128,327.00

Company: Kelvic Construction	Contact: Chad Zahn
Phone: 540-779-0201	Email: chad@kelvic.com
Dates of Service: November - 2018	\$\$ Value: \$340,000.00

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

Sydnor Hydro, Inc.
 Legal Name of Entity if Applicable

Date: August 12, 2021

By: _____ (SEAL)
 Signature of Authorized Representative

Print Name: Brant Verdery

Print Title: President

Vendor Certification (for a Sole Proprietor):

 Signature (SEAL)

Print Name: Brant Verdery Date: 8/12/21

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
0515130-3.

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
_____.

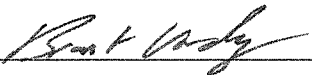
C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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): Sydnor Hydro, Inc.

Legal Name of Offeror/Bidder: Sydnor Hydro, Inc.

Date: August 12, 2021

Authorized Signature: 

Print or Type Name and Title: Brant Verdery, President

PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION – [REQUIRED]

CERTIFICATE OF NO COLLUSION:

The undersigned, acting on behalf of Sydnor Hydro 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 12th day of August, 2021

Sydnor Hydro, Inc.
Legal Name of Entity

By: Brant Verdery (SEAL)
Signature of Authorized Representative

Print Name: Brant Verdery

Print Title: President

Date: August 12, 2021

ACKNOWLEDGEMENT

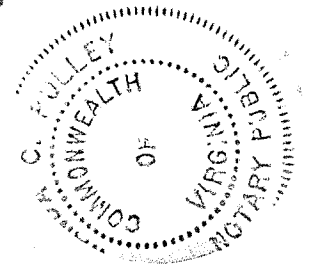
State of Virginia
In the County/City of Chesterfield, to-wit:

The foregoing Certification of No Collusion was subscribed and sworn to before me by Brant Verdery (Print Name), President (Print Title) on behalf of Sydnor Hydro, Inc (Print Name of Entity) on this 12th day of August (month), 2021 (year).

Wanda C. Pulley
Notary Public

My commission expires: 10/31/2024

Registration Number: 340374



PLEASE RETURN THIS PAGE WITH PROPOSAL SUBMISSION - [REQUIRED]

BIDDER/OFFEROR STATEMENT

The undersigned Bidder/Offeror (hereinafter "Bidder") hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid or Request for Proposals and hereby submits this bid/proposal pursuant to such instructions, plans, conditions, specifications and other documents or items. By submitting a bid/proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information; Certifies and warrants that the Bidder is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Bidder shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his proposal will not be considered; Bidder further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Complete if Bidder is an Entity: WITNESS the following duly authorized signature and seal:

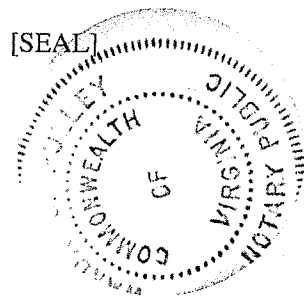
Name of Entity: Sydnor Hydro, Inc.
By: *Brant Verdery* (SEAL)
Signature
Print Name: Brant Verdery Print
Title: President

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

The foregoing instrument was acknowledged before me this 10th day of August (month), 2021 (year) by Brant Verdery (Print Name), President (Print Title) on behalf of Sydnor Hydro Inc. (Name of Entity).

Wanda C. Pulley [SEAL]
Notary Public

My commission expires: 10/31/2024
Notary registration number: 340374



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

Signature (SEAL)

Print Name: _____

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

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

Notary Public [SEAL]

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

Attachment E – Pricing

Morris Plant/Well Remediation

subtask price

3A(i) – Morris Plant - Well Rehabilitation & Yield and Drawdown Testing \$28,250.00

3A(ii) – Morris Plant – Rehabilitate Greensand filters \$65,250.00

3A(iii) – Morris Plant - Repipe Well House and Pump Replacement \$63,250.00

Omohundro Plant/Well Remediation

3A(i) – Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing \$30,250.00

3A(ii) – Omohundro Plant – Rehabilitate Greensand filters \$51,250.00

3A(iii) – Omohundro Plant - Replace Pitless Unit & Force Main to Well House \$62,250.00

TOTAL: \$300,500.00

Additional Information: _____

If pitless and force main are replaced in conjunction with well
 rehabilitation, deduct:

Standard Rates \$10,250.00

Sydnor Hydro, Inc.

August 12, 2021

Contractor

date

Attachment E – Pricing

Morris Plant/Well Remediation	subtask price
3A(i) – Morris Plant - Well Rehabilitation & Yield and Drawdown Testing	<u>\$31,300.00</u>
3A(ii) – Morris Plant – Rehabilitate Greensand filters	<u>\$72,300.00</u>
3A(iii) – Morris Plant - Repipe Well House and Pump Replacement	<u>\$70,300.00</u>
Omohundro Plant/Well Remediation	
3A(i) – Omohundro Plant - Well Rehabilitation & Yield and Drawdown Testing	<u>\$32,300.00</u>
3A(ii) – Omohundro Plant – Rehabilitate Greensand filters	<u>\$56,300.00</u>
3A(iii) – Omohundro Plant - Replace Pitless Unit & Force Main to Well House	<u>\$69,300.00</u>
TOTAL:	<u>\$331,800.00</u>

Additional Information: _____
If pitless and force main are replaced in conjunction with well
rehabilitation, deduct: _____
Davis Bacon Rates \$12,300.00

_____.

Sydnor Hydro, Inc.

August 12, 2021

Contractor

date



COUNTY OF FLUVANNA, VIRGINIA
(IFB) #2021-02
WELL REHABILITATION

ADDENDUM # 1:

Reference – Invitation for Bid: IFB #2021-02
 Title of Request for Proposal: FLUVANNA COUNTY – BASEMENT RENOVATION
 Issue Date: August 3, 2021
 Original Bid Due Date and Time: August 5, 2021 at 2 pm
 Bid Due Date and Time: August 16, 2021 at 2pm (as revised by this Addendum #1)

The above IFB #2020-01 is hereby amended and modified as follows:

1. Page 1 shall be changed to require that:
 - a. All sealed bids shall be turned in no later than August 16, 2021, at 2:00 p.m. EST.
2. The “Due Date” on page 1 and in Section 4(A)(iv) shall be revised to be no later than August 16, 2021, at 2:00 p.m. EST.
3. Alternate Bid: Please provide two bid alternatives in your response: (i) first a bid for the work on the Project described in the IFB if the County **does not** elect to use Federal funding to pay for the work on the Project; and (ii) **an alternate bid for the work on the Project described in the IFB if the County uses Federal Funds**, such as funds from the American Rescue Plan Act of 2021, to pay for the work on the Project, subject to the additional terms and conditions and as described below in 3(a) and 3(b):
 - a. There is a possibility that the County may use funding from the federal government for this project, specifically funding received under the American Rescue Plan Act of 2021. If the County applies federal funding, then all applicable law will apply including the Davis Bacon Act and related acts and other applicable law (collectively “DBRA”) will apply to the work on this Project. In such event, the Contractor shall conform to all requirements of the Davis Bacon Act, including, without limitation, all Davis-Bacon prevailing wage requirements in place at the time the Contract is executed. The Copeland "Anti-Kickback" Act would also apply and the Contractor shall conform to all requirements thereof. Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under Virginia and local laws, and the Contractor shall investigate the same and ensure compliance with all applicable laws. Also, overtime work pay requirements under Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act may apply to work, and if applicable, the Contractor shall comply therewith. If the County uses any federal funding to pay for the work on the Project, then the Project is subject to Davis Bacon wages scales as determined by the Contract date which must be incorporated into any resulting Contract by reference as a material provision thereof. By submitting its Bid, Contractor certifies that it is not currently under suspension or debarment by the Commonwealth of Virginia, any other state, or the federal government.
 - b. In the event that the County elects to proceed with the Project using federal funding as described in 3(a) supra, the following additional contract provisions will be required in any resulting contract awarded under this IFB:

AMERICAN RESCUE PLAN ACT OF 2021 FUNDING:

- i. *WHEREAS, the COVID-19 pandemic has spread worldwide, causing significant illness, loss of life, and economic disruption around the world;*
- ii. *WHEREAS, the federal government passed the American Rescue Plan Act (the "Act"), which provides funding for various programs including some to address the effects of the COVID-19 pandemic;*
- iii. *WHEREAS, part of the Act gives monetary assistance to state and local governments;*
- iv. *WHEREAS, subject to other requirements of the Act and applicable law, a local government may use funds provided to it under the Act to cover costs of the local government no later than December 31, 2024 to: (A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or (D) to make necessary investments in water, sewer, or broadband infrastructure.*
- v. *WHEREAS, the County may use funds it receives under the Act to pay for all or part of the Work on this Project Agreement and to the extent the County uses funds it received under the Act the Contractor shall meet requirements of applicable law including without limitation the Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act, related to the expenditure of such funds including without limitation all wage requirements, and details required in any invoicing, reporting, and documentation;*
- vi. *Therefore, the parties agree:*
 - 1. *The following recitations are a material part of this Project Agreement;*
 - 2. *The Contractor shall conform all work on the Project and all invoicing related thereto, to any requirements of the Act and other applicable law;*
 - 3. *The County is using funds provided under the Act to pay for the work on this Project provided for under this Contract, and the Contractor understands the same and agrees to comply with all Act Requirements in providing the Services and in all matters relating to this Agreement. Notwithstanding any provisions to the contrary contained in this Contract, the County will not pay for any work on the Project, or portion thereof, not completed on or prior to December 31, 2024, under any circumstances; however this shall not change any earlier completion date(s) required by this Contract Further, notwithstanding any other provision of this Agreement, the Contractor agrees that COVID-19 is not a force majeure or similar excuse for any default by or delay of Contractor under this Contract;*
 - 4. *The work on the Project must be done in compliance with Applicable Law, Act requirements, and to Pandemic Standards (each as defined herein) and as otherwise required by this Contract;*
 - 5. *"Pandemic Standards" means consistent with the following: (i) Federal, OSHA, and Center for Disease Control regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social*

distancing, hand-washing, and cleaning; and (ii) Commonwealth of Virginia, Virginia Department of Labor, and Virginia Department of Health regulations, laws, orders, rules, requirements, best practices, mandatory quarantines, mandatory shut-downs, and guidance as issued related to COVID-19, pandemics, or safety, and specifically, but without limitation, those guidelines relating to businesses, businesses in shared buildings, social distancing, hand-washing, and cleaning;

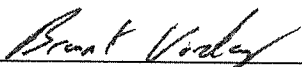
- 6. *"Applicable Law(s)" means all applicable Federal, Commonwealth of Virginia or local laws, ordinances, statutes, rules, regulations, standards, or similar criteria, including without limitation the Act, Davis Bacon Wage Act, the Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act; and*
- 7. *Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Contractor agrees to act in accordance with the rules and regulations administered by Applicable Law, including and without limitation, federal law, State and local law, the Act and CDC and the Virginia Department of Health guidance related to COVID-19 and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred. Upon notice to the Contractor, the County may require that the Contractor's workers and sub-contractors wear masks at any Work-Site.*
- 4. If there is no difference in price for the alternative described in 3 supra, then the Bid shall clearly indicate the same.
- 5. Pre-bid sign in sheet is attached.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: Sydnor Hydro, Inc.

BY: 
Brant Verdery

Signature of duly authorized representative

Title: President

Date: August 12, 2021



HYDRO... INC.

2111 MAGNOLIA ST., RICHMOND, VA 23223
P.O. BOX 27186, RICHMOND, VA 23261-7186
800-552-7714 • 804-643-2725 • FAX: 804-788-9058

QUOTE NO 07145-14
PAGE 1 OF 3
AUGUST 16, 2021

COUNTY OF FLUVANNA

Attn.: Cyndi Toler
Purchasing Officer
Fluvanna County
132 Main Street
P.O. Box 540
Palmyra, Va 22963

Email: ctoler@fluvannacounty.org
Office: (434) 591-1930 Ext. 1124

**SUBJECT TO THE CONDITIONS OF SALE SET OUT BELOW AND ON THE BACK HEREOF,
Sydnor Hydro, Inc. offers to sell to Buyer the following:**

REFERENCE: MORRIS WELL

WELL REHABILITATION & YEILD / DRAWDOWN TEST

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Perform a short yield/drawdown test to determine existing yield.
- Then we will pull and evaluate the pump, motor, riser pipe, and electrical cable.
 - Any components that are in need of replacement will be quoted before the pump goes back into the well.
- First, we will brush the well to remove any scaling along the casing.
- Next, we will airlift the well to remove as much of the brushed debris as possible.
- Then, we will take an acid solution and surge it into the fracture zones and leave overnight. The next day we will surge the acid solution again and then airlift the debris and acid from the well. The acid solution will be neutralized and disposed of onsite.
- Then we will inject bleach, surge, and leave the chlorine in the well over night. The following day we will airlift the well again. This will continue until the water is clear.
- Once the water is clear, we will remove the airlift assembly and reinstall the pump end, motor, riser pipe, electrical cable, and airline.
- Once all components have been reinstalled in the well, we will perform another yield / drawdown test to determine the new yield.
- One sample will be taken for bacteriological analysis. Any additional samples will be taken by owner.

REHABILITATE GREENSAND FILTERS

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Remove and dispose of all of the filter material inside of the two (2) manganese greensand filters inside of the well house.
- Re-Bed the filters using:
 - 103 cu. ft. Greensand Plus
 - 43 cu. ft. Anthracite
 - 45 cu. ft. 1/8" x 1/16" Filter Gravel
 - 85 cu. ft. 1/4" x 1/8" Filter Gravel
 - 10 cu. ft. 1/2" x 1/4" Filter Gravel



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 P.O. BOX 27186, RICHMOND, VA 23261-7186
 800-552-7714 • 804-643-2725 • FAX: 804-788-9058

REPIPE THE WELL HOUSE

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Remove all of the piping inside of the well house from the point where the waterline from the well enters through the floor of the well house, to and past the hydropneumatic tank, to and past the greensand filters, including the backwash and drain piping, to and past the booster pump, to the point where it exits the well house.
- Replace the end-suction centrifugal pump with one already purchased by the owner and awaiting installation.
- Install and support the new Schedule 80 PVC piping, to include all valves, all tee's and 90 degree bends, and all unions.
- Install new butterfly valves with Lever Handles.
- Test the system and check for any leaks.

REFERENCE: OMOHUNDRO WELL

WELL REHABILITATION & YIELD / DRAWDOWN TEST

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Perform a short yield/drawdown test to determine existing yield.
- Then we will pull and evaluate the pump, motor, riser pipe, and electrical cable.
 - Any components that are in need of replacement will be quoted before the pump goes back into the well.
- First, we will brush the well to remove any scaling along the casing.
- Next, we will airlift the well to remove as much of the brushed debris as possible.
- Then, we will take an acid solution and surge it into the fracture zones and leave overnight. The next day we will surge the acid solution again and then airlift the debris and acid from the well. The acid solution will be neutralized and disposed of onsite.
- Then we will inject bleach, surge, and leave the chlorine in the well over night. The following day we will airlift the well again. This will continue until the water is clear.
- Once the water is clear, we will remove the airlift assembly and reinstall the pump end, motor, riser pipe, electrical cable, and airline.
- Once all components have been reinstalled in the well, we will perform another yield / drawdown test to determine the new yield.
- One sample will be taken for bacteriological analysis. Any additional samples will be taken by owner.

REHABILITATE GREENSAND FILTERS

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Remove and dispose of all of the filter material inside of the two (2) manganese green sand filters inside of the well house.
- Re-Bed the filters using:
 - 92 cu. ft. Greensand Plus
 - 81 cu. ft. Anthracite
 - 15 cu. ft. 1/8" x 1/16" Filter Gravel
 - 24 cu. ft. 1/4" x 1/8" Filter Gravel
 - 9 cu. ft. 1/2" x 1/4" Filter Gravel



HYDRO . . . INC.

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800-552-7714 • 804-643-2725 • FAX: 804-788-9058

REPLACE PITLESS UNIT & FORCE MAIN TO WELL HOUSE

Sydnor Hydro, Inc. proposes to provide the tools, personnel and equipment to accomplish the following:

- Pull the riser pipe, pump and motor out of the well. Inspect riser pipe and couplings for any damage or corrosion. Inspect the submersible cable for any damage. Inspect the pump and motor.
- Destroy and remove the concrete apron around the existing pitless unit and expose the bottom of the pitless and the crushed, out of service 3" force main.
- Remove the existing pitless unit, the existing 3" force main, and the existing electrical conduit and wire to the well house.
- Replace the 3" force main and tie-in to the pipe in the well house and back fill and tamp the trench.
- Replace the conduit and wire and tie-in to the existing panel in the well house and the new junction box at the well.
- Replace the pitless unit and tie-in to the new force main.
- Back fill and tamp around new pitless unit.
- Re-install the motor, pump, riser pipe and submersible electrical cable.
- Hook up and test pump.
- Form and pour new 6' x 6' concrete apron around the new pitless unit

NOTE:

Cost deduct if pitless unit is replaced in conjunction with well rehabilitation work

Standard Rates	- \$10,250.00
Davis Bacon Rates	- \$12,300.00

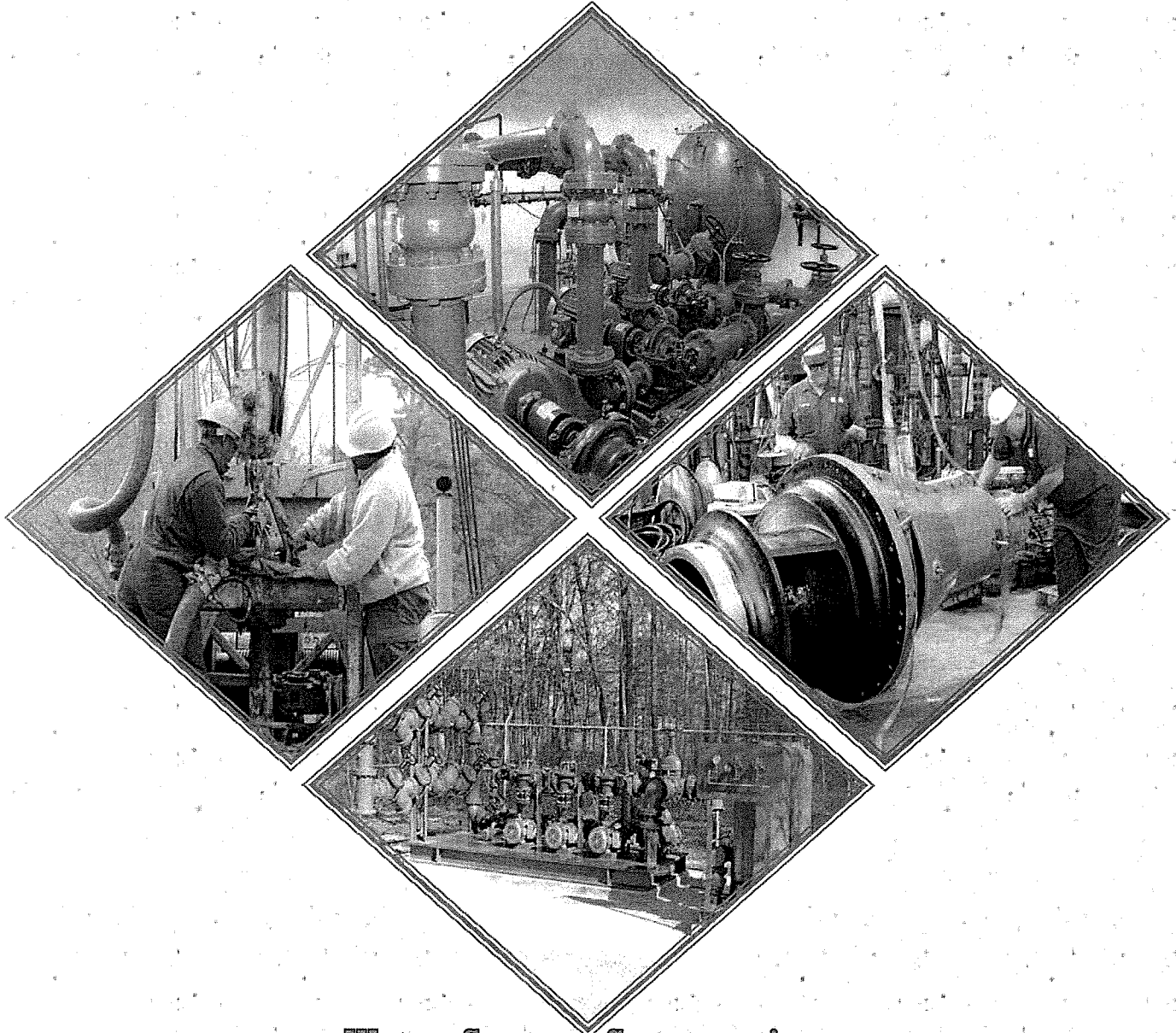
Since 1889

BOS 2021-09-01 p.156/294

SYDNOR

HYDRO... INC.

More Than A Century of Experience
In Water And Wastewater Technology



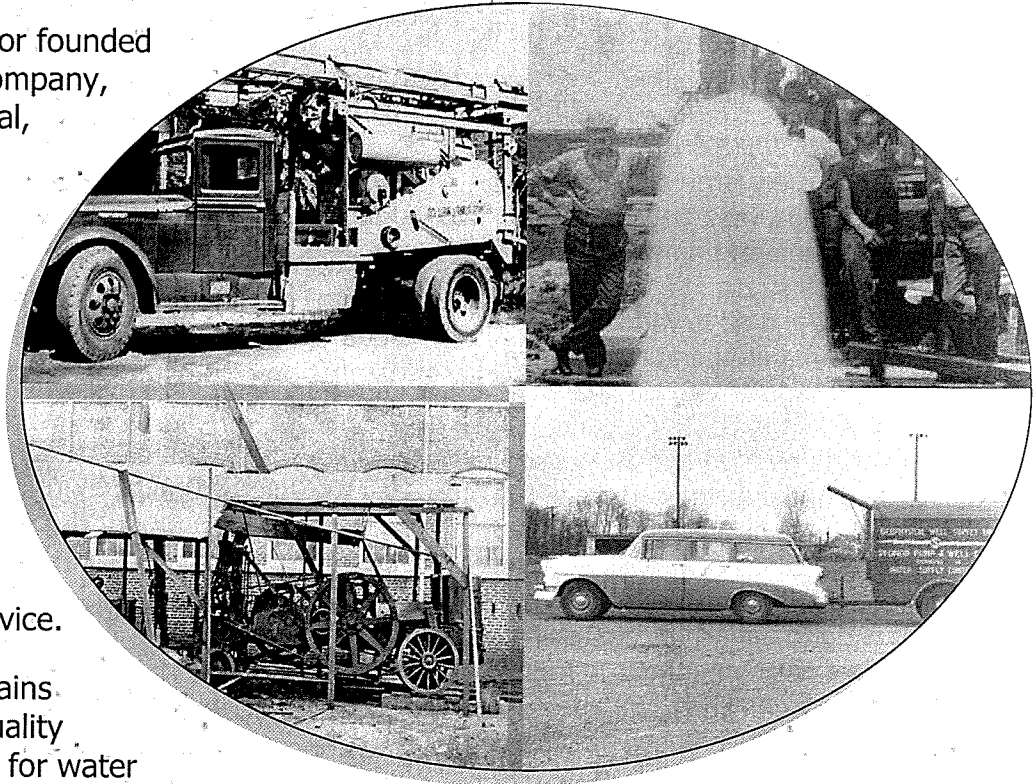
Water System Construction
Water Well Construction
Equipment Sales
Service
Utility Operation & Construction
Wholesale Pipe, Valves & Fittings

SYDNOR HISTORY

In 1889, Thomas G. Sydnor founded Sydnor Pump and Well Company, Inc., to construct municipal, industrial and commercial water wells and to install pumps in those wells. While the company has grown and has broadened its product lines, it has remained focused on providing municipalities, industry and developers with construction and equipment of quality for water and wastewater service.

Today, Sydnor Hydro remains committed to providing quality products and construction for water and wastewater service. We actively serve municipalities, industry, commercial and recreational businesses, and federal and state governments in Virginia, Maryland, North Carolina and South Carolina. Our services include pumping equipment sales, installation and service, water well construction and rehabilitation, and construction and service of water systems.

Sydnor constructs and maintains publicly regulated water systems throughout the central Atlantic states. We design, construct, operate and maintain systems meeting regulations, guidelines and standards that govern



public water supplies. We understand the need for reliability, cost effectiveness and product quality. We prove our techniques and equipment in the systems we operate and employ them in systems we construct for others.

Our strength lies in providing proven solutions in water and wastewater systems. We offer equipment selection, specification preparation assistance and construction of wells, pumping stations and treatment facilities. The Sydnor story is one of focus, training and experience in the field of water and wastewater systems.

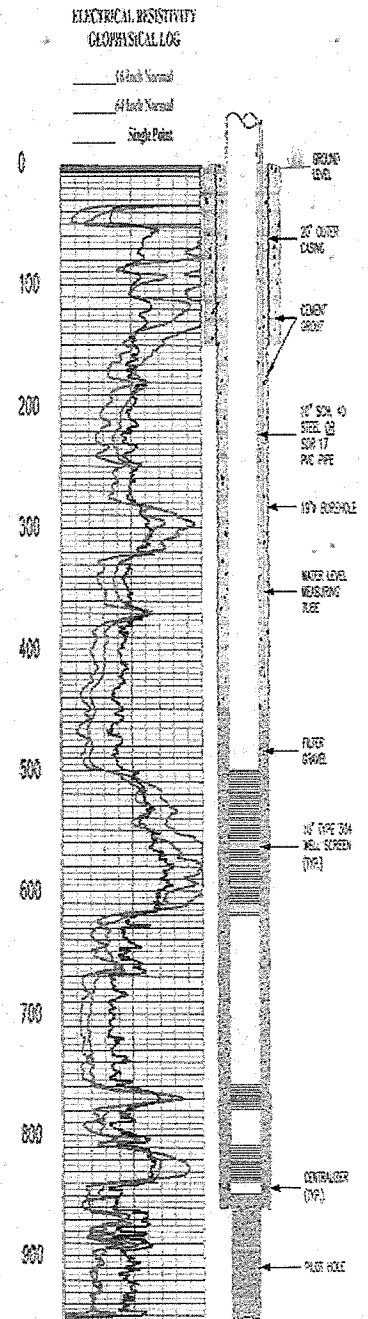
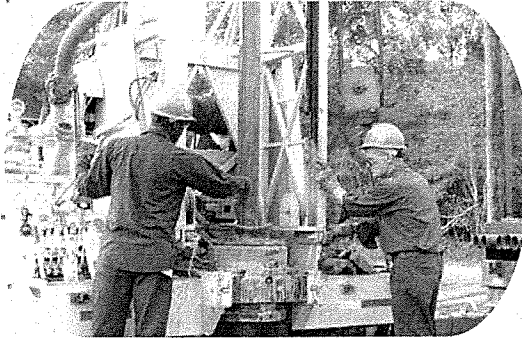
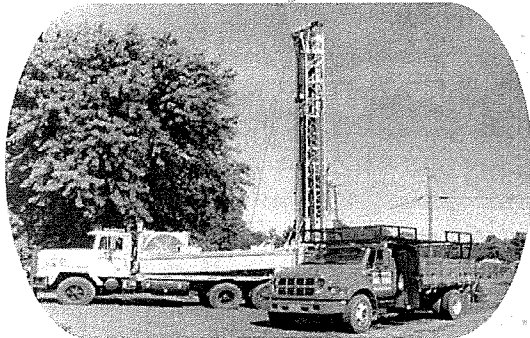


WATER WELL CONSTRUCTION

Sydnor's Water Well Construction Division constructs large diameter wells for municipalities, industry and real estate development, primarily in unconsolidated strata. We also construct test and observation wells. Our normal area of operation includes the Coastal Plains of Virginia, Maryland, North Carolina and South Carolina. Our equipment is operated and supervised by well trained and experienced crews and includes four major drilling rigs and a workover rig. This equipment is capable of drilling to 2500 feet with finished diameters up to 24 inches, employing all conventional drilling methods in fresh or salt water environments. We are experienced in constructing with carbon steel, stainless, galvanized and PVC casing materials.

Sydnor also constructs small diameter wells for commercial and residential applications. Project scopes include selecting and installing the well pump and can include the piping and electrical connection as well as installation of a hydropneumatic tank and controls.

Sydnor has been actively drilling water wells throughout the middle Atlantic states for over 110 years. We have developed and maintain extensive records on the thousands of wells constructed by our company. These records are invaluable to clients and consulting engineers in making site selection and aquifer decisions.



Water Well Services

Geophysical Logging Services, including single point, 16" and 64" normal resistivity as well as self-potential and gamma logs.

Well Analysis:

- Drawdown & recovery analysis
- Transmissivity
- Storage coefficient
- Determination of sustainable well capacity
- Appropriate spacing

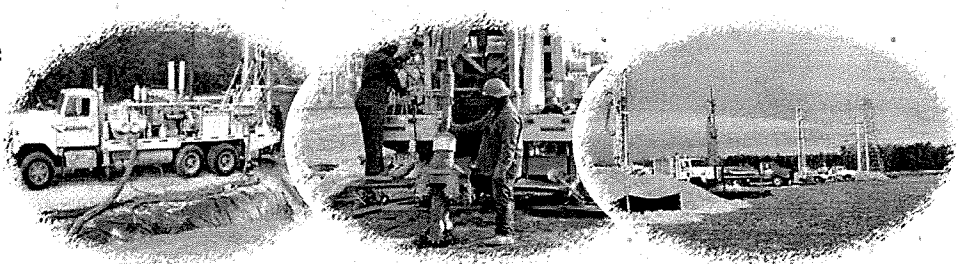
Well Inspection Services:

- Color camera video inspection with side and down hole viewing capability
- Diagnosis of damaged casing, obstructions, encrustation, fouling and screen condition
- Recommendations for repair or rehabilitation

Rehabilitation of Water Wells.

These services include inspection, clearing, mechanical and chemical cleaning and relining of damaged wells.

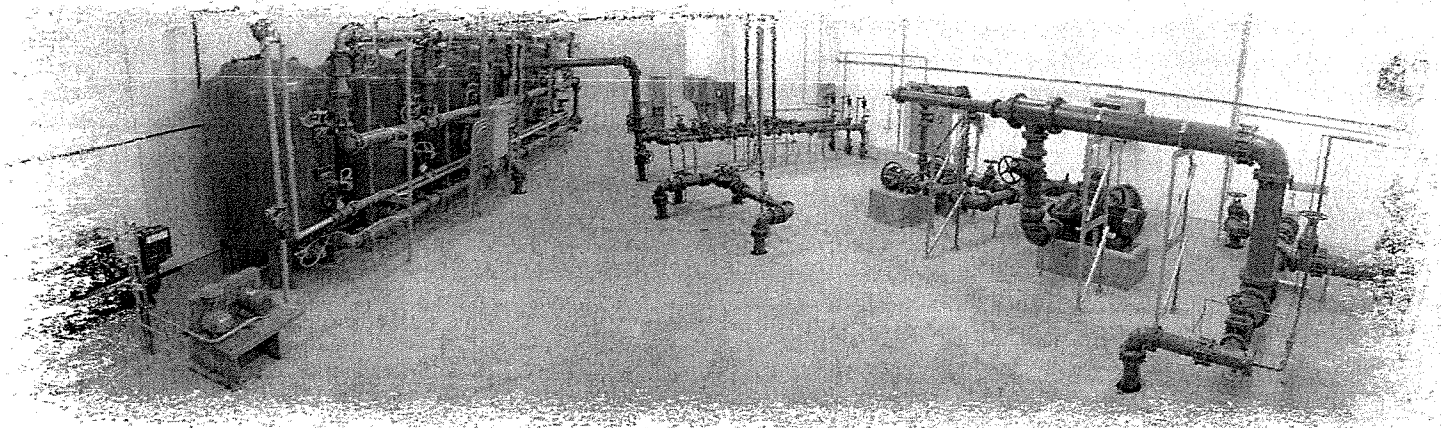
Well abandonment in accordance with applicable government regulations.



WATER SYSTEM CONSTRUCTION

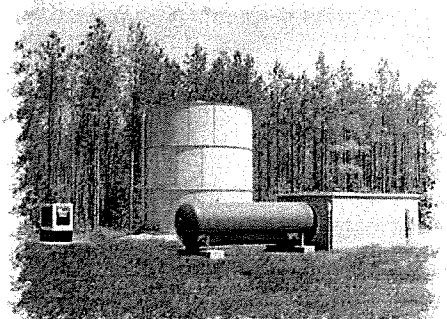
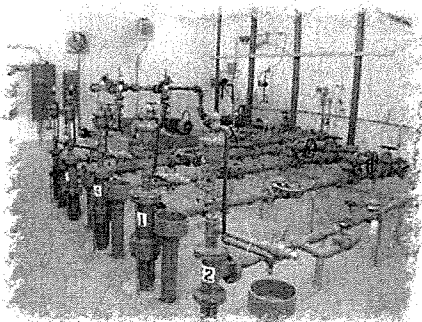
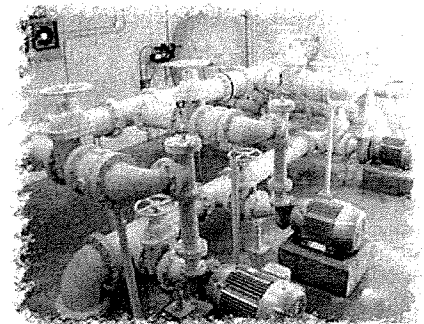
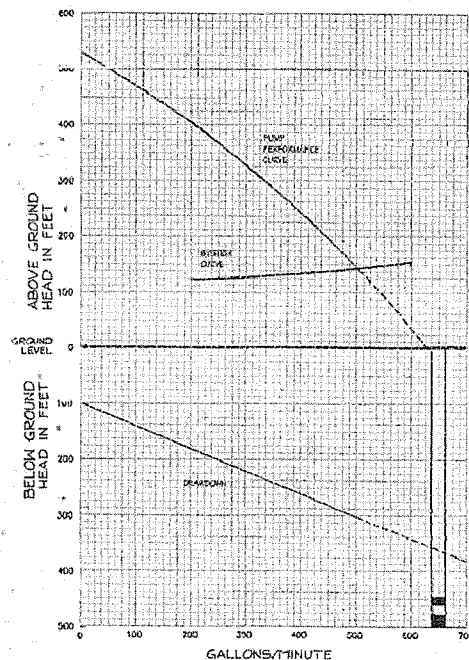
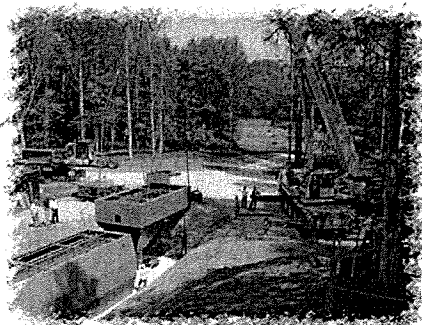
Sydnor Hydro's Water System Construction Divisions construct water pumping, treatment, storage and control systems. We install well pumps and associated controls, piping, valves, meters and chemical feed equipment. Our products include custom constructed packaged pump stations, iron and manganese removal systems, booster pump stations, hydropneumatic systems, water treatment, filtration and storage.

We construct to municipal/engineer specifications, developer's requirements, design/build criteria or general contractor's directions. Depending on the scope of the project, we serve as the general contractor or as a subcontractor. Sydnor delivers single source responsibility by furnishing and installing water and wastewater systems. Our service can include start up of the completed system as well as operator training.

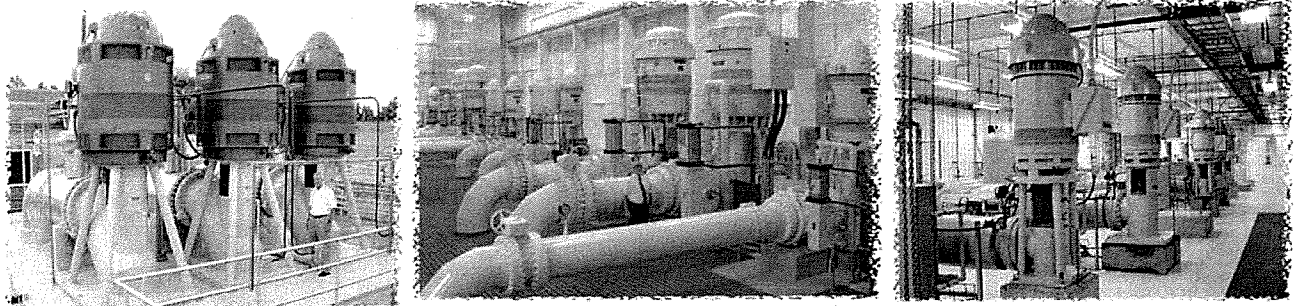


Sydnor assists municipalities, developers, consulting engineers and owners in pumping equipment selection and specification. Our application engineers can assist in determining the most economical solution for your specific pumping or treatment application.

Our technicians offer extensive experience in pump installation and mechanical construction. We have a fleet of cranes, hoist, flat bed and utility body trucks to facilitate removal and installation of deep well pumps, large motors, controls and related filter, valve and piping components.

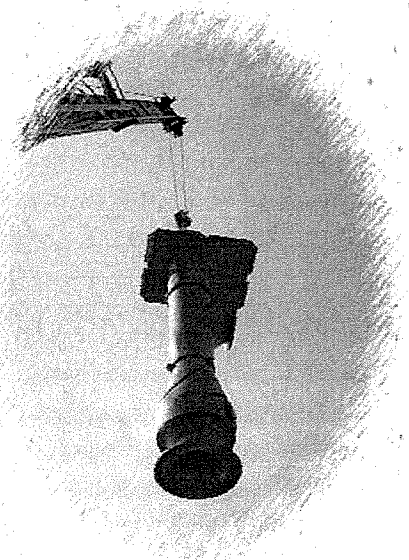


EQUIPMENT SALES

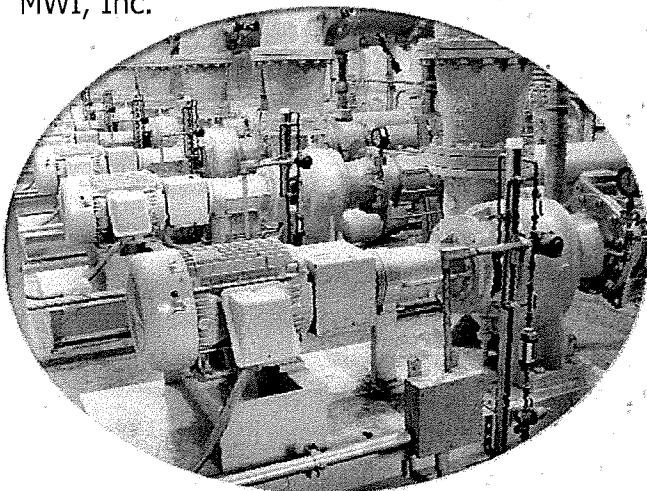


Our equipment sales specialists select from a variety of equipment manufacturers in recommending the right component for specific applications. We have access to a broad range of equipment lines and are authorized representatives for the following major manufacturers:

- Fairbanks Morse, a Member of Pentair Pump Group
- Danfoss Motor Controls
- Deming Pump Division of Crane Corporation
- Berkeley Pumps/Sta-Rite Industries
- Goulds Pumps
- Cla-Val Corp., Manufacturer of Automatic Control Valves
- MWI, Inc.

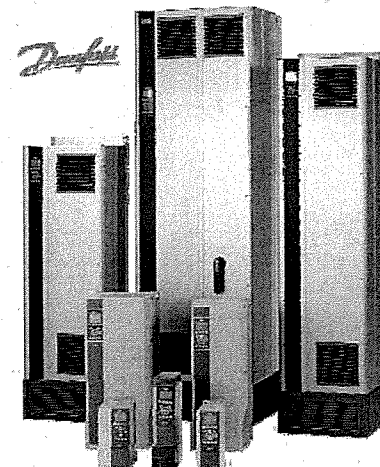


Sydnor's Equipment Sales Division offers pumps, motors, controls, filters, comminutors, hydropneumatic and storage tanks and related equipment. Our equipment specialists can provide assistance in equipment selection, specification preparation and manufacturer's data for all water and wastewater applications. Sydnor will provide start-up services as well as on-site evaluation of equipment replacement or system upgrades. We can provide equipment from a variety of manufacturers, ensuring the optimum selection for a specific application.



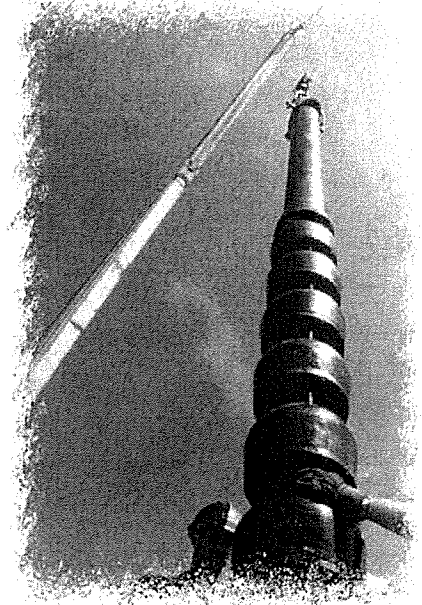
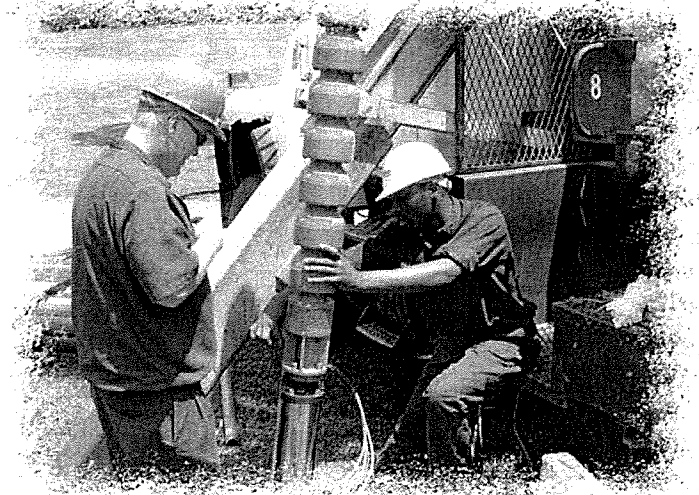
Sydnor offers assistance to consulting engineers, municipalities, developers and owners in pumping equipment selection and specification. Our application engineers can assist in determining the most economical solution to pumping applications.

We provide pumping, motor controls, and appurtenant equipment to contractors bidding to published specifications as well as directly to owners and operators.

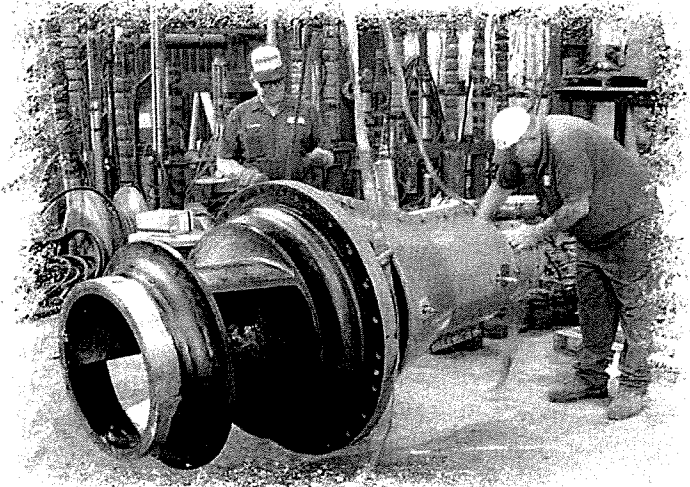


SERVICE

Our Service Division provides maintenance, evaluation, modifications, rehabilitation and service of municipal, industrial and commercial water and wastewater pumping systems. We offer a team of technicians with extensive experience in troubleshooting and repairing pumping systems and controls. We also service filtration systems and treatment facilities. Our Service Division maintains 24-hour service with experienced crews ready to respond to critical breakdowns. These crews are equipped with crane and utility trucks as well as tools appropriate for heavy equipment service.

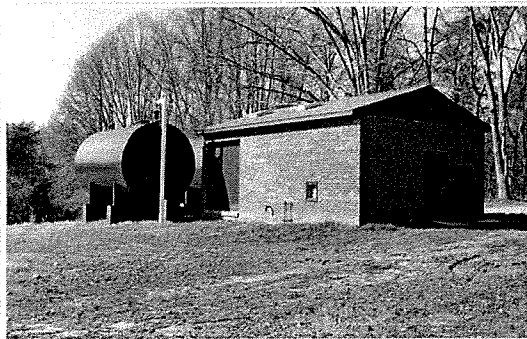
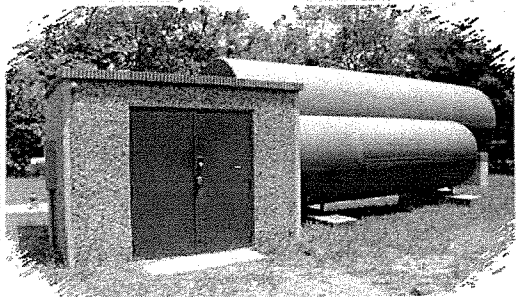


Sydnor offers water well pumping tests to establish sustainable yield as well as rehabilitation and water well inspection services using our modern full feature color camera mobile video inspection system. Utilizing this equipment and our extensive experience in water well analysis, we can diagnose damaged casings, obstructions, encrustation, fouling and screen condition. Based on video inspection, we can provide recommendations for repair or rehabilitation.



UTILITY OPERATION AND CONSTRUCTION

The Sydnor Hydro Utility Division operates groundwater-based facilities of all types and sizes ranging from convenience shopping centers to residential subdivisions. These systems are operated by licensed Water Works Operators under the regulatory oversight of the Virginia Department of Health.



Utility Construction

Construction, modification and expansion of water systems are performed by Water System Construction personnel experienced in water system design and construction. Please see Water System Construction on page 4 of this brochure.

Construction services include construction of pumping, water storage and treatment facilities, pipeline installation, system controls, telemetry and preventive maintenance programs that will meet your needs.



Utility Operation

We offer liaison with regulatory agencies including the Virginia Department of Health and the Department of Environmental Quality. We can also provide assessment of operational readiness and recommendations of remedial steps leading to efficient system operation. Our evaluation service can diagnose problems related to system pressure, water quality and system capacity.

Our regulatory compliance service can include collection of water quality samples to maintain compliance with the Safe Drinking Water Act and with special plans and reports such as Bacteriological Site Sampling Plans, Lead and Copper Sampling Plans and Consumer Confidence Reports (CCRs). We also offer routine system visitation as required by the Virginia Department of Health.

System operation services include meter reading and billing services as well as preventive maintenance and repair. Our maintenance service includes response to customer inquiries for service during business hours and emergency service after hours. The scope of our maintenance services can be tailored to fit your requirements.

A FEW OF OUR SATISFIED CUSTOMERS

BOS 2021-09-01 p.163/294

MUNICIPAL

Abingdon, VA
Albemarle County Service Authority, VA
Amherst County Service Authority, VA
Amherst, VA
Appomattox River Water Authority, VA
Arlington County, VA
Ashland, VA
Augusta County Service Authority, VA
Blacksburg, Christiansburg, VPI Water Auth., VA
Blacksburg, VA
Blackstone, VA
Bowling Green, VA
Buchanan, VA
Buena Vista, VA
Caroline County, VA
Charles City County, VA
Chesapeake, VA
Chesterfield County, VA
Christiansburg, VA
Clarksville, VA
Colonial Beach, VA
Colonial Heights, VA
Covington, VA
Culpeper, VA
Dickenson County Service Authority, VA
Dinwiddie County Service Authority, VA
Edinburg, VA
Elkton, VA
Emporia, VA
Fairfax County Water Authority, VA
Fairfax County, VA
Fairfax, VA
Falls Church, VA
Farmville, VA
Fauquier County W & S Authority, VA
Fredericksburg, VA
Glasgow, VA
Goochland County, VA
Hampton Roads Sanitation District, VA
Hampton, VA
Hanover County Public Utilities, VA
Henrico County, VA
Hopewell Regional Waste Treatment Fac., VA
Hopewell, VA
Isle of Wight County, VA
James City Service Authority, VA
Kilmarnock, VA
King George County, VA
King William County, VA
Leesburg, VA
Lexington, VA
Louisa County Water Authority, VA
Lovettsville, VA
Lynchburg, VA
Manassas, VA
Martinsville, VA
Massanutten Public Service Authority, VA
Maury Service Authority
Montgomery Co. Public Service Authority, VA
Nelson County Service Authority
New Kent County, VA
New Market, VA
Newport News, VA
Norfolk, VA
Northampton County, VA
Onancock, VA
Orange, VA
Petersburg, VA
Portsmouth, VA
Prince George County, VA
Prince William County Service Authority, VA
Pulaski County P.S.A., VA
Pulaski, VA
Radford, VA
Rapidan Service Authority, VA
Richmond, VA
Rivanna Water & Sewer, VA
Roanoke County, VA
Rockbridge County PSA, VA
Russell County Water & Sewer Authority, VA
Salem, VA
Shenandoah County Sanitary Authority, VA
Smithfield, VA
Southampton County Public Works, VA
Southeast Public Service Authority, VA
Spotsylvania County, VA
Staunton, VA
Stoney Crock Sanitary District, VA
Strasburg, VA

MUNICIPAL

Surry County, VA
Sussex Service Authority, VA
Tazewell County PSA, VA
Upper Occoquan Sewage Authority, VA
Virginia Beach, VA
Warrenton, VA
Warsaw, VA
Williamsburg, VA
Winchester, VA
Wytheville, VA
York County, VA
Anne Arundel County, MD
Charles County, MD
Crisfield, MD
Easton Utilities Comm., MD
LaPlata, MD
Queen Anne's Co. Sanitary District, MD
St. Mary's Co. Metropolitan Commission, MD
Clinton, NC
Conway, NC
Currituck County, NC
Dare County Regional Water, NC
Edenton, NC
Elizabeth City, NC
Jacksonville, NC
Kernersville, NC
Kill Devil Hills, NC
Nags Head, NC
New Bern, NC
Northampton County, NC
Northwest Craven Water & Sewer Authority, NC
Ocracoke Sanitary District, NC
Pasquotank Water Authority, NC
Perquimans County Water System, NC
Severn, NC
Smithfield, NC
Georgetown Co. Water & Sewer Dist., SC
Grand Strand W & S Authority, SC
Mt. Pleasant Water Works & Sewer Comm., SC
Myrtle Beach, SC
North Myrtle Beach, SC
Sullivan's Island, SC
Summerville, SC

STATE

Commonwealth of Virginia VDOT
Norfolk Port & Industrial Authority, VA
Powhatan Correctional Center, VA
Southampton Correctional Center, VA
St. Bride's Correctional Center, VA
Maryland Dept. of the Environment
Maryland Geological Survey

REAL ESTATE DEVELOPMENT

Artery Group, VA
Balducci Properties, VA
Busch Properties, VA
Centex Homes, VA
Ellis Denning Construction & Development
Ford's Colony at Williamsburg, VA
Haymount, LLC, VA
Hopyard Farms, VA
Lennar, VA
Massanutten Ski Resort, VA
Patriots Colony, VA
Pohick Bay Regional Park, VA
Rogers & Chenault, VA
Rosegill Development, LLC, VA
Round Hill Investors, VA
Stone Manor, LLC, VA
Toll Brothers, VA
U.S. Homes, VA
Universal Development, VA
Winchester Homes, VA
Bennsville Water Consortium, MD
Washington Homes, MD
The DeBordieu Colony, SC

UTILITIES

Dominion Virginia Power, VA
Dynergy Power Corp., VA
Norfolk Southern Railway, VA
Transcontinental Gas Pipe Line, NC, VA
Chesapeake Ranch Water Co., MD
Pepco, DC & MD
Carolina Power & Light Co., NC

CONSTRUCTION

J.S. Alberici Construction, VA
Anderson Construction, VA
Bass Construction Company, VA
Beers, Heyward & Lee Construction, VA
Bruce Corporation, VA
Conquest, Moncure & Dunn, VA
Danis Heavy Construction, VA
English Construction Company, VA
Falls Church Construction, VA
B.L. Jones, Inc., VA
M & W Construction Corp., VA
Princo Enterprises, VA
Qualicon Corporation, VA
REW Corporation, VA
T. A. Sheets, VA
Shoreline Contractors, VA
F. L. Showalter, VA
Southwood Builders, VA
Sully Construction, VA
TMC Repair, VA
Ulliman Schutte Construction, VA
WG Construction, VA
Norair, MD
Poole & Kent, MD
T. A. Loving, NC
Chappy Corp., MA
Fru-Con Construction Corp., MO
Pizzagalli Construction, VT

ENGINEERING

AES Consulting Engineers, VA
Bay Design Group, VA
Bury + Partners, VA
Camp Dresser & McKee, VA
CH2M Hill, VA
Dewberry & Davis, VA
Draper Aden & Associates, VA
Gannett Fleming, VA
Golder Associates, VA
Greeley & Hansen, VA
Hayes, Seay, Mattern & Mattern, VA
Hazen & Sawyer, NC
Hulcher & Associates, VA
Kimley-Horn & Associates, VA
Landmark Design Group, VA
Langley & McDonald, VA
Law Companies Group, NC
Malcolm Pirnie Engineers, VA
Mattern & Craig, VA
O'Brien & Gere Engineers, VA
Oliver, VA
Peed & Bortz, L.L.C., VA
Resource International, VA
R. Stuart Royer & Associates, VA
Schnabel Engineering Associates, VA
Thompson & Litton, VA
Timmons, VA
URS Corp., VA, MD
W.W. Associates, VA
R. Kenneth Weeks Engineers, VA
Whitman, Requardt & Associates, VA & MD
Wiley & Wilson, VA
Greenhorne & O'Mara, MD
McCrone, MD

RECREATIONAL

Busch Entertainment Corp., VA
Cavalier Golf & Yacht Club, VA
Country Club of Virginia
Deltaville Marina, VA
Fairfax County Regional Parks, VA
Farmington Country Club, VA
Fredericksburg Country Club, VA
Hermitage Country Club, VA
Mount Vernon Country Club, VA
Paramount Kings Dominion, VA
Richmond Country Club, VA
Tides Inn, VA
Williamsburg Country Club, VA
Lakewood Camping Resort, SC
Patriots Point Links, SC
Plantation Golf, SC
Surf Golf Club, SC

GENERAL INDUSTRY

ABB Power Generation, VA
Alliant Techsystems, Inc., VA
Allied Chemical, VA
Allied Signal, VA
AT&T, VA
Cogentrix,
CSX Transportation, VA
E. I. DuPont, VA
General Electric, VA
Georgia Pacific, VA
Hochst Celanese, VA
International Paper, VA
James River Corporation, VA
Kira, Inc., VA
Luck Stone, VA
Martin Marietta, VA
Merck & Company, VA
Nabisco, VA
Newport News Shipbuilding, VA
Norfolk Shipbuilding & Dry Dock, VA
Pier IX Terminal Co., VA
Snurfit-Stone Container, VA
Village Farms of VA
Vulcan Materials Company, VA
Westvaco, VA
Capital Cement, WV
Millennium Inorganic Chemicals, MD
Celanese Fibers, NC
Champion International, NC
Weyerhaeuser, NC
Nucor Steel, SC
Burlington Industries, Mexico

INSTITUTIONAL

Boy Scouts of America, VA
Brandon Plantation, VA
Christ Church School, VA
College of William & Mary, VA
Colonial Williamsburg, VA
Fork Union Military Academy, VA
Gunston Hall, VA
Hampden-Sydney College, VA
Jamestown Yorktown Foundation, VA
Lower Tuckahoe Plantation, VA
Mary Washington University, VA
Medical College of Virginia, VA
Missionary Learning Center, VA
National Trust for Historic Pres., VA
Randolph-Macon College, VA
Rappahannock Westminister Canterbury, VA
Riverside Tappahannock Hospital, VA
Sentara Hampton General Hospital, VA
St. Catherine's School, VA
Stratford Hall, VA
VA Institute of Marine Science, VA
Virginia Commonwealth University, VA
Virginia State University, VA
Woodberry Forest School, VA

FOOD PROCESSORS

Adolph Coors, VA
Anheuser Busch, VA
Boars Head Provision, VA
Food Lion, VA
Gwaltney Smithfield, VA
Ingleside Plantation, VA
Perdue, NC, VA, MD, DE
Pilgrim's Pride, VA
Smithfield Foods, VA & NC
SuperValu, VA
Tyson Foods, VA
Mount Olive Pickle, NC

FEDERAL

F.B.I. Academy
Federal Reserve Bank, VA
Fort Eustis, VA
Fort Monroe, VA
Ft. Belvoir, VA
Langley AFB, VA
NASA Wallops Flight Facility, VA
National Park Service, VA
Petersburg National Park, VA
Shenandoah National Park, VA
U.S. Geological Survey, VA & MD
US Navy Public Works Center, VA
Fort Bragg, NC
Myrtle Beach AFB, SC
National Inst. Health, MD
National Aquarium, Woods Hole, MA

SYDNOR

HYDRO... INC.

2111 Magnolia Street, Richmond, VA 23223
P. O. Box 27186, Richmond, VA 23261-7186
800-552-7714 • 804-643-2725 • FAX: 804-788-9058
Emergency, After Hours Service: 804-257-7773
sydnor@sydnorhydro.com
www.sydnorhydro.com

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT:

That, _____ the Contractor ("Principal") whose principal place of business is located at _____ and _____ ("Surety") are held and firmly bound unto the County of Fluvanna, Virginia, the Owner ("Obligee") in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the ___ day of _____, 20__ entered into a contract with Obligee for which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials

Exhibit 4

STANDARD LABOR AND MATERIAL PAYMENT BOND

for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant;

a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a Virginia court of competent jurisdiction and parties agree that exclusive venue and jurisdiction for any dispute arising hereunder shall be in the courts of the County of Fluvanna, Virginia.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this ___ day of _____, 20__ .

Principal

Surety (must be signed by a Virginia Resident Agent of Surety)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Approved as to form:

Bond No.: _____

Fluvanna County Attorney

Exhibit 4

STANDARD PERFORMANCE BOND FOR CONSTRUCTION CONTRACTS

KNOW ALL MEN BY THESE PRESENT:

That, _____ the Contractor ("Principal") whose principal place of business is located at _____ and _____ ("Surety") are held and firmly bound unto the County of Fluvanna, Virginia, the Owner ("Obligee") in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated the ___ day of _____, 20__ entered into a contract with Obligee for which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of the time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such. The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia. Exclusive venue and jurisdiction for any dispute arising hereunder shall be in the courts of the County of Fluvanna, Virginia.

Signed and sealed this ___ day of _____, 20__ .

Principal

Surety (must be signed by a Virginia Resident Agent of Surety)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Approved as to form:

Bond No.: _____

Fluvanna County Attorney

Exhibit 5

Well Rehabilitation Preferred Progression of Work

Summary:

It is the intention of Fluvanna Utilities to keep the water system in service for as much time is possible during the rehabilitation of the wells and treatment facilities. It will also allow the supplemental facilities to keep up with water demand.

The following progression should allow for the Contractor to accomplish the tasks with the minimal amount of interruption to service. Furthermore, the facilities will be able to stay open longer until the well is taken offline.

Servicing the filters first at each station will also allow for less wasted water from backwashing. This should help us with temporary capacity needs while Morris is down. Hopefully, the Omohundro well will be more in line with the capacities we use daily and the need for supplemental wells will be diminished during the period of time Morris is being rehabilitated.

Furthermore; if the wells have a significant increase in volume, the filters will be prepared for the additional flow and an increased capacity throughout the system. In addition, the need for daily backwash will hopefully be eliminated and a more suitable backwash timing will be achieved.

Omohundro:

1. Replace medium in filters one filter at a time (2 at the facility). Coordinate the effort so at least one filter is on line. This will allow the plant to continue operations while work is being performed. This step is crucial since an increase in well volume will not lead to increased capacity in the system if the filters are not able to handle the excess capacity.
2. Perform well rehabilitation. This will allow for a better transition and possible increased capacity for when Morris Well is off line. The well rehab will take 3 days to a week. We will be using supplemental wells to keep up with demand.
3. Replace pitless unit and force main to the well house.

Morris:

1. Replace medium in filters one filter at a time (2 at the facility). Coordinate the effort so at least one filter is on line. Again, this will allow the plant to continue operations while work is being performed.
2. If Possible, Perform well rehabilitation as with Omohundro well and treatment facility, piping work and interior pump replacement while facility is inoperative.
3. Or, coordinate re-piping one section during the replacement of the medium so that the plant is not fully off-line.

Doing this work in smaller stages isn't really an option. Each portion of the work affects the operation of the other and leaving a facility in a state of partial rehab does not improve the ability of the facility to increase capacity or increase efficiency. It will also not fully address the Health Department concerns for the facility which are very specific in nature.

Omohundro Well: Approximate Timeline for Completion of Work

Take one Filter offline, production will be cut by 15k per day. Owens, Bremo and West Bottom will be rotated daily to make up 15k cut in production. Once Well is offline, staff will run Owens, Bremo, and West Bottom simultaneously. Staff will also produce water in the evenings to insure faster returns on water recovery.

Staff Anticipates that the repairs and rehabilitation to take 7 to 9 weeks to complete the tasks outlined below. Assumption: Work to begin no later than September 17, 2021

1. **One Week:** Remove and replace Medium and repair interior damage to Filter One
9/17-9/24
2. **3 Days:** Water Quality Testing Plus Lab Work after completion of filter rehab
9/24 -9/27
3. Put filter One back into production.
By 10/01
4. **One Week:** Take Filter Two offline, remove and replace Medium and repair interior damage.
10/1 to 10/8
5. **3 Days:** Water Quality Testing Plus Lab Work after completion of filter rehab
10/11-10/13
6. **One Week:** Take well offline pull pump, begin rehab of well interior and acid procedure for reconstituting water crevasses, check pump for damage and repair if needed.
10/14 to 10/21
7. **2 Days:** Perform Drawdown Test
10/25 to 10/26
8. **Two Weeks:** Replace Pitless Adapter, replace and bury discharge pipe
10/27 to 11/03

Project Phase One to be complete by 11/12

Morris Well: Approximate Timeline for Completion of Work

Take one Filter offline, production will be cut by 15k per day. Owens, Bremo and West Bottom will be rotated daily to make up 15k cut in production. Once Well is offline, staff will run Owens, Bremo, and West Bottom simultaneously. Staff will also produce water in the evenings to insure faster returns on water recovery. If production is increased significantly after rehabilitation of Omohundro facility, then we should be able to keep up with production with little strain on the other well systems.

Staff Anticipates that the repairs and rehabilitation to take 6 to 8 weeks to complete the tasks outlined below. Work to Begin on November 12, 2021

9. **One Week:** Remove and replace Medium and repair interior damage to Filter One
11/12 to 11/19
10. **3 Days:** Water Quality Testing Plus Lab Work after completion of filter rehab
11/22 to 11/24
11. Put filter One back into production.
11/29
12. **One Week:** Take Filter Two offline, remove and replace Medium and repair interior damage.
11/29 to 12/07
13. **3 Days:** Water Quality Testing Plus Lab Work after completion of filter rehab
12/08 to 12/10
14. **Two Weeks:** Take well offline pull pump, begin rehab of well interior and acid procedure for reconstituting water crevasses, check pump for damage and repair if needed. Interior Pipe Replacement and Pump replacement (Pump already purchased by Utilities)
12/10 to 12/28
15. **2 Days:** Perform Drawdown Test
12/29 – 12/30

Project Phase Two to be complete by 1/17 with both Christmas and Thanksgiving Holiday included.

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

TAB B

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	VDOT: Transportation Alternatives Program (TAP) Grant Funding Request				
MOTION(s):	I move the Fluvanna County Board of Supervisors adopt the resolution entitled “Resolution Supporting The Submission Of A Transportation Alternative Program (TAP) Grant VDOT Funding Request” for the Phase 1 Palmyra Village Streetscape project along Stone Jail Street (SR 1004) and Court Square in Palmyra, VA, with an estimated County 20% match of \$268,600 if the grant is approved.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C7: Palmyra Village Streetscape Project	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Douglas Miles, Community Development Director				
PRESENTER(S):	Douglas Miles, Community Development Director				
RECOMMENDATION:	Adoption of the proposed Resolution				
TIMING:	Resolution adoption on September 1st or 15th for an October 1, 2021 TAP deadline				
DISCUSSION:	<p>The TAP Program is intended to help grant fund community based projects such as sidewalks and enhance the transportation experience by improving both the cultural and historical aspects of a locality’s transportation infrastructure and seeks to strengthen the local economy and further improve the quality of life for its residents.</p> <p>Transportation Alternatives Program (TAP) Grant request for VDOT funding to be able to construct sidewalks and make other improvements on Stone Jail Street (SR 1004) and Court Square to enhance and to further improve the Palmyra Village VDOT roads.</p> <p>The TAP Grant application process began on July 1, 2021 and if the Board supports the grant, it will assist Fluvanna Staff to continue in the TAP Grant application process.</p>				
FISCAL IMPACT:	Fluvanna County would have a potential 20% match if we are awarded TAP funding. The County’s project match is estimated at \$268,600 as the 20% of the \$1,343,000 total VDOT estimated construction costs of the street removal, sidewalk installation and public accessibility / safety enhancements for Fluvanna residents and tourists.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	The Fixing America’s Surface Transportation (FAST) Act was signed into federal law in December of 2015 and has been extended until October of 2021 for one (1) year.				
ENCLOSURES:	VDOT Stone Jail Street and Court Square Sidewalk Conceptual Sketch – May 2021				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 19-2021

RESOLUTION SUPPORTING THE SUBMISSION OF A TRANSPORTATION ALTERNATIVE PROGRAM (TAP) GRANT VDOT FUNDING REQUEST

At a regular monthly meeting of the Fluvanna County Board of Supervisors held at 4:00 p.m. on Wednesday, September 1, 2021 in Palmyra, Virginia, the following action was taken:

WHEREAS, for the FY2023 application period this Board approved the following project for submission:

Stone Jail Street (SR 1004) and Court Square Sidewalk in Palmyra, VA

WHEREAS, proposed improvements will be a benefit to the county in the areas of public safety, traffic flow, and economic development; and

WHEREAS, this project, if approved, will be funded by the Virginia Department of Transportation; and

WHEREAS, a resolution of support from the Fluvanna County Board of Supervisors is recommended for application.

NOW, THEREFORE, BE IT RESOLVED that this Board hereby supports the Transportation Alternatives Program (TAP) application as submitted by Planning and GIS staff for the above mentioned VDOT project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 1st day of September 2021, by the following vote:








SUPERVISOR	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						
Donald W. Weaver, Cunningham District						

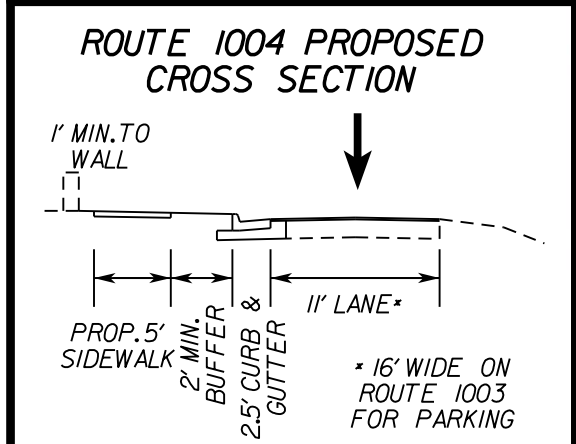
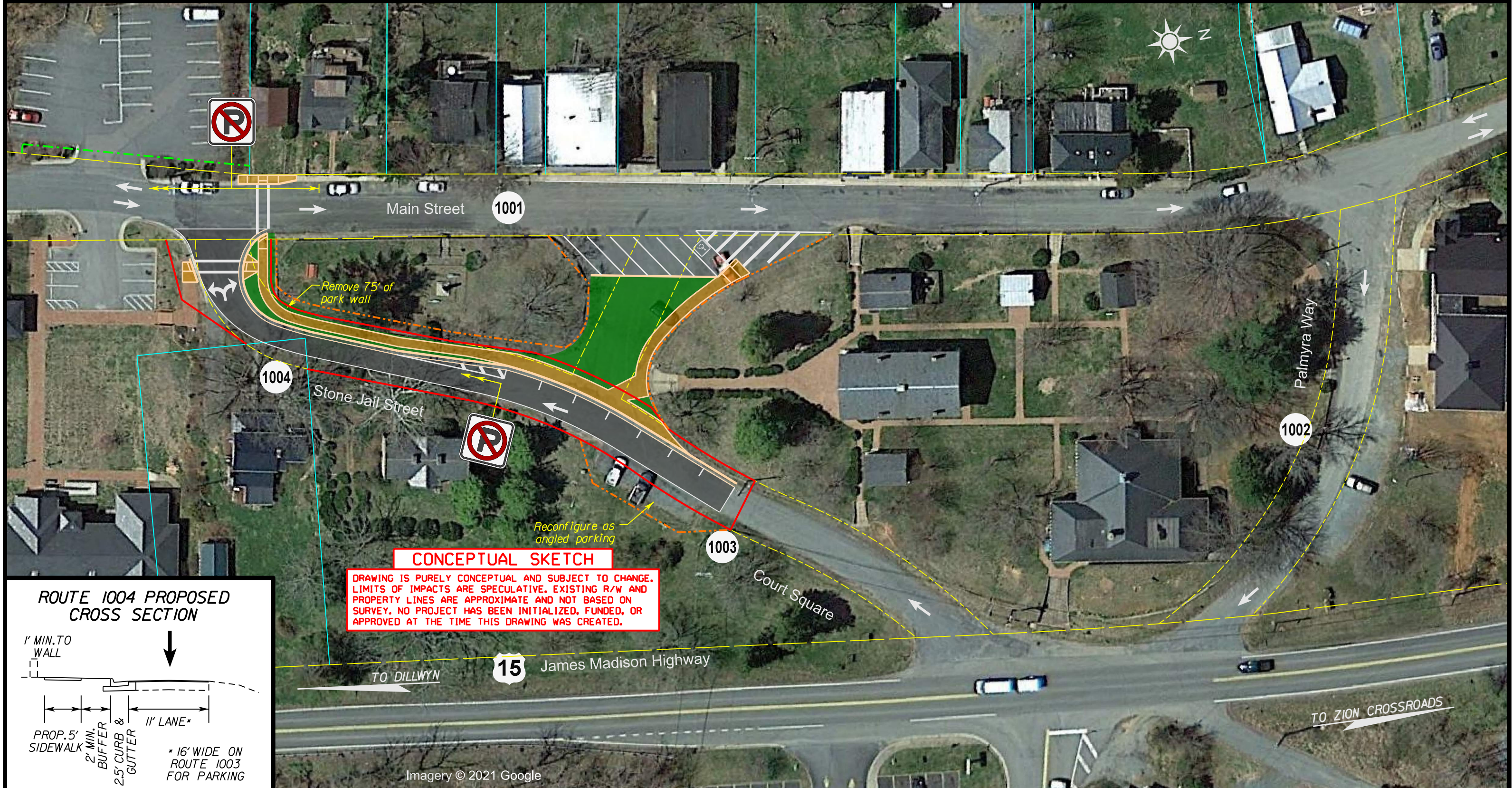
Adopted this 1st day of September, 2021
by the Fluvanna County Board of Supervisors

ATTEST:

John M. Sheridan, Chairman
Fluvanna County Board of Supervisors

Legend

-  Concrete Sidewalk
-  Concrete Curbing or Islands
-  Proposed ROW
-  Existing ROW (from GIS)
-  Proposed Drainage Easement
-  Approx. Temp. Easement (grading limits T.B.D.)
-  Pavement/Lane Markings



FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	September 1, 2021																												
AGENDA TITLE:	Advertisement of a Public Hearing for the Issuance of Virginia Public School Authority Series 2021 Bonds																												
MOTION(s):	I move the Board of Supervisors ratify the advertisement of a Notice of Public Hearing to be held on September 15, 2021, for the purpose of financing not to exceed \$4,000,000 VPSA bonds for (1) certain capital improvements for its public school system, including without limitation (a) renovations to Abrams Academy, and (b) HVAC replacement and related improvements to Carysbrook Elementary School, and (2) the acquisition of up to ten (10) school buses, and to pay costs of issuance of the Bonds.																												
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 Dahl, County Administrator																												
PRESENTER(S):	Eric Dahl, County Administrator																												
RECOMMENDATION:	Approve																												
TIMING:	Immediate																												
DISCUSSION:	<p>The Board of Supervisors approved in the FY22 Budget issuing \$3,771,000 debt to fund School CIP projects. The VPSA pooled financing program likely offers the lowest cost of funds and most efficient process for financing the school improvements. VPSA also allows some customization of principal payments, so we could request that no principal payments be due until FY2025 to take advantage of the drop off in County's debt service that year. The VPSA application was submitted by August 30 for the VPSA Fall Pool (funds available in November). VPSA allows for any bond amounts to be changed/lowered by October 4, 2021. Any final adjustments to amounts would need to be considered by the BOS at the September, 15 2021 meeting.</p>																												
	<table border="1" style="width: 100%; border-collapse: collapse; margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width: 30%;">Project</th> <th style="width: 30%;">Description</th> <th style="width: 10%;">FY22 Budget</th> <th style="width: 10%;">Current Estimates - Low</th> <th style="width: 10%;">Current Estimates - High</th> </tr> </thead> <tbody> <tr> <td>Carysbrook Elem School - HVAC</td> <td>HVAC Replacement</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$2,100,000</td> <td style="text-align: right;">\$2,800,000</td> </tr> <tr> <td>Abrams Academy - School Renovation</td> <td>Building Renovation</td> <td style="text-align: right;">\$1,250,000</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td>School Buses</td> <td>10 Buses</td> <td style="text-align: right;">\$1,021,000</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">\$3,771,000</td> <td></td> <td></td> </tr> </tbody> </table>					Project	Description	FY22 Budget	Current Estimates - Low	Current Estimates - High	Carysbrook Elem School - HVAC	HVAC Replacement	\$1,500,000	\$2,100,000	\$2,800,000	Abrams Academy - School Renovation	Building Renovation	\$1,250,000	TBD	TBD	School Buses	10 Buses	\$1,021,000	TBD	TBD			\$3,771,000	
Project	Description	FY22 Budget	Current Estimates - Low	Current Estimates - High																									
Carysbrook Elem School - HVAC	HVAC Replacement	\$1,500,000	\$2,100,000	\$2,800,000																									
Abrams Academy - School Renovation	Building Renovation	\$1,250,000	TBD	TBD																									
School Buses	10 Buses	\$1,021,000	TBD	TBD																									
		\$3,771,000																											
FISCAL IMPACT:	N/A																												
POLICY IMPACT:	N/A																												
LEGISLATIVE HISTORY:	N/A																												

ENCLOSURES:	Notice of Public Hearing				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

NOTICE OF PUBLIC HEARING

Notice is hereby given that, on Wednesday, September 15, 2021, the Board of Supervisors of Fluvanna County, Virginia (the “County”), will hold a public hearing on the proposed issuance, without a referendum, of general obligation school bonds of the County in the aggregate maximum principal amount not to exceed \$4,000,000 (the “Bonds”), which are expected to be sold to the Virginia Public School Authority (“VPSA”) for inclusion in VPSA’s Series 2021 Fall Pool Bond issue. Proceeds of the Bonds will be used for the purpose of financing (1) certain capital improvements for its public school system, including without limitation (a) renovations to Abrams Academy, and (b) HVAC replacement and related improvements to Carysbrook Elementary School, and (2) the acquisition of up to ten (10) school buses, and to pay costs of issuance of the Bonds.

The public hearing, which may be continued or adjourned, will be conducted at 7:00 p.m. in the Carysbrook Performing Arts Center, 8878 James Madison Hwy., Fork Union, Virginia 23055. Interested persons may appear at such time and place and present their views.

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

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

TAB D

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	FY22 CIP – Fire and Rescue Apparatus Additional Funding Request				
MOTION(s):	<p>I move the Board of Supervisors [approve/deny/defer] additional FY22 Fire and Rescue CIP debt issuance funding for the following apparatus:</p> <ul style="list-style-type: none"> • Engine 20: Additional [\$0 or \$45,000 or \$_____] • Tanker 10: Additional [\$0 or \$11,000 or \$_____] • Attack 20: Additional [\$0 or \$39,000 or \$_____] • Response 5: Additional [\$0 or \$3,000 or \$_____] • Car-1: Additional [\$0 or \$3,500 or \$_____] • Tower Ladder 53: Additional [\$0 or \$370,000 or \$_____] <p>For a total additional funding of [\$0 or \$471,500 or \$_____]</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> • In an email sent to the Board on August 9, 2021 and again discussed at the August 18, 2021 BOS Meeting, John Lye, Chair of the Fire and Rescue Association requested additional funding for the apparatus requested in the FY22 CIP, due to the price increases since the funding was originally approved. • Price increases are directly due to raw material price increases and manufacturing price increases, both of which are attributed to Covid-19 related issues. • The FRA would like to revise the prices on all of these pieces of apparatus, as follows: <ul style="list-style-type: none"> - Engine 20 (approved for \$710,000) - Current price \$755,000 - Tanker 10 (approved for \$484,000) - Current price \$495,000 - Attack 20 (approved for \$200,000) - Current price \$239,000 - Response 5 (approved for \$96,000) -Current price \$99,000 - Car-1 (approved for \$71,000) - Current price \$74,500 - Tower Ladder 53 (requested \$1,600,000, approved for \$1,300,000) - Current price \$1,670,000 - the FRA is requesting an additional \$370,000 in funding for the Tower Ladder to combat the original \$300,000 				

	underfunding, as well as a \$70,000 price increase that has occurred in the interim between the budget process and obtaining funding.				
FISCAL IMPACT:	Engine 20: Additional \$45,000 in funding Tanker 10: Additional \$11,000 in funding. Attack 20: Additional \$39,000 in funding. Response 5: Additional \$3,000 in funding Car-1: Additional \$3,500 in funding. Tower Ladder 53: Additional \$370,000 in funding. Total Requested Funding: \$471,500				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB E

MEETING DATE:	September 1, 2021		
AGENDA TITLE:	Board, Commission, and Committee Appointments/Reappointments		
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s)/reappointment(s) with terms as presented:		
Board/Commission/Committee	Appointee/Reappointee	Begins Term	Ends Term
Agricultural-Forestal District Advisory Council – Land Use Position	Overton McGehee	09/04/2021	06/30/2025

DISCUSSION:	- Agricultural-Forestal District Advisory Council, Land Use Position – Vacant position beginning 07/01/2021 and ending 06/30/2025
ENCLOSURES:	Candidate Application

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	District	Current BCC Appointments / Other Notes
Agricultural-Forestal District Advisory Council – Land Use Position	Overton McGehee	Appt	Fork Union	Vacant position beginning 8/04/2021



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Before completing the application, please review the membership requirements for the Board, Commission, or Committee for which you are interested. Applicants who do not meet membership requirements will not be put forward for consideration.

Name: <h2 style="margin: 0;">Overton McGehee</h2>	Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input checked="" type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience. You may also provide a resume/CV.): Executive Director of Habitat for Humanity Virginia 2008- Present Executive Director of Habitat for Humanity of Greater Charlottesville 1997-2008 Reporter for various newspapers 1979-1997 (Richmond Times-Dispatch, Lynchburg News & Advance, Charlottesville Daily Progress) Crop measurement technician USDA ASCS summers 1975-1979	
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Housing Forward Virginia (Formerly Housing Virginia) Board 2008-Present Virginia Housing Alliance Board 2008-2014 Virginia Housing Alliance Legislative Committee 2005-present Rural Housing Inc. Board 1990-1992	
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): Volunteer -- Tadpole Land & Trail Conservancy -- 2020-present Volunteer -- Master Naturalist Pleasant Grove project -- 2016-Present Volunteer -- Fluvanna County Historical Society -- 2000-Present	
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I would like to see part of Fluvanna County remain rural. Ag Forestry Districts are one tool to do that. I think we need to use all of the tools available: Ag Forestry Districts, Conservation Easements, better zoning in the rural preservation area, etc. My sisters and I own pieces of land in Fluvanna near Shores, Carysbrook, Palmyra, Columbia, and Kent's Store. Our family farm is near Kent's Store. We had it in an Ag Forestry District, but took it out, so we could put the farm under conservation easement. Right now, farm economics are really tough and timber prices in Virginia have not kept up with inflation for decades. Meanwhile residential growth pressure is high, because of our proximity to Charlottesville, Richmond and D.C. So any support we can give to landowners is a good thing.	

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

**PLEASE INDICATE BELOW THE BOARDS, COMMISSIONS, OR COMMITTEES (BCC)
ON WHICH YOU WISH TO SERVE.**

X	BCC	X	BCC	X	BCC
X	Agricultural/Forestal District Advisory Committee		Finance Board		Piedmont Virginia Community College (PVCC) Board
	Board of Equalization (BOE)		Fluvanna Partnership for Aging Committee (FPA)		Planning Commission (PC)
	Board of Zoning Appeals (BZA)		Fork Union Sanitary District (FUSD) Advisory Committee		Region Ten Community Services Board
	Building Code of Appeals Board		James River Water Authority (JRWA)		Rivanna River Basin Commission
	Central Virginia Regional Jail (CVRJ) Authority		JAUNT Board		Social Services Board
	Columbia Task Force (CARE)		Jefferson Area Board of Aging (JABA) Advisory Council		Thomas Jefferson Planning District Commission (TJPDC)
	Community Policy & Management Team (CPMT)		Jefferson Area Board of Aging (JABA) Board of Directors		Thomas Jefferson Water Resources Protection Foundation
	Economic Development Authority (EDA)		Library Board of Trustees		
	Economic Develop. & Tourism Advisory Council (EDTAC)		Monticello Area Community Action Agency (MACAA)		
	Family Assessment and Planning Team (FAPT)		Parks & Recreation Advisory Board (RAB)		

Submit by email (clerk@fluvannacounty.org) or mail to:

County of Fluvanna, Attention: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

In accordance with Virginia Code §2.2-3705.1, by submitting this application, it is presumed that you are providing your personal contact information to be used for communicating with the County, and unless otherwise indicated by you, your personal contact information will not be shared publicly.

Applicant's Signature <i>(Typing name below serves as digital signature)</i>		Date	
W. Overton McGehee (from file)		August 17, 2021	
Mailing Address (including City, State, & ZIP)		Physical Address (if different)	
924 Courthouse Road, Palmyra, Va. 22963			
Years Lived in Fluvanna	Phone #	Alternate Phone #	Email Address
43	8049298436		omcgehee@habitatvirginia.org
Office Use Only			
Application Received On:	2021-08-17	Application Received By:	
Acknowledgement Sent:	2021-08-20	Caitlin Solis	
Renewal Date:		Remarks:	
Renewal Date:		• Agricultural/Forestal District Advisory Committee (AG/FOR) - Landowner	
Renewal Date:		• Agricultural/Forestal District Advisory Committee (AG/FOR) - Land Use	
Renewal Date:			

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

TAB F

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Bethel Kefyalew, Operations Engineer, & Alan Saunders, VDOT Residency Administrator				
RECOMMENDATION:	Information Only				
TIMING:	Routine				
DISCUSSION:	Quarterly VDOT update.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VDOT Quarterly Report, Draft SSYP FY22				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**Culpeper District, Louisa Residency
Fluvanna County Monthly Report: August 2021**

Fluvanna Mileage, Structures

PRIMARY MILES	SECONDARY MILES	STRUCTURES	TOTAL MILES
102.34	598.62	75	700.96

Fatal Accidents

DATE	LOCATION	ALCOHOL	RESTRAINT
<p>*Of the 819 fatalities in VA in 2018, 126 were related to distracted driving and 298 were motor vehicle occupants not wearing a seatbelt. **10% of all drivers do not wear a seatbelt. Of all driver fatalities, 50% are from the 10% that do not wear a seatbelt if the option was available.</p>			

[Link to Smart Scale Information](#)

[Link to Smart Scale Projects \(Filter for Fluvanna Co. Projects\)](#)

Fluvanna County Smart Scale Projects:

- Rt. 53/1015 Turkeysag Roundabout
- Rt. 600/618 Lake Monticello Left Turn Lane
- Rt. 250/631 Troy Rd Roundabout



Smart Scale Round 4 Key Dates:

- February 2020, Project Review
- March 1 - April 17, 2020, Pre-application Deadline
- August 17, 2020, Application Deadline
- June 2021, CTB approval of Six Year Improvement Plan

Projects:

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Rt. 656 Bridge Rehabilitation (0656-032-6070, SR01)	CN Begins	Expected Completion Sept 2021	
Route600/618 Intersection Improvements (UPC 111739)	Floodplain Analysis	Scoping	FEB 2023/4

Additional Road Projects:

- **On-Call Pipe Replacements** PR07-967-255, (UPC 106020) BOS 2021-09-01 p.194/294
- **District Wide Guardrail Repair and/or Replacement** GR07-967-269, (UPC 106849)
- **District Wide ADA Compliance** ADA7-967-317, (UPC 108027)
- **On-Call District Wide Pavement Marking** TS07-967-325 (UPC 108282)

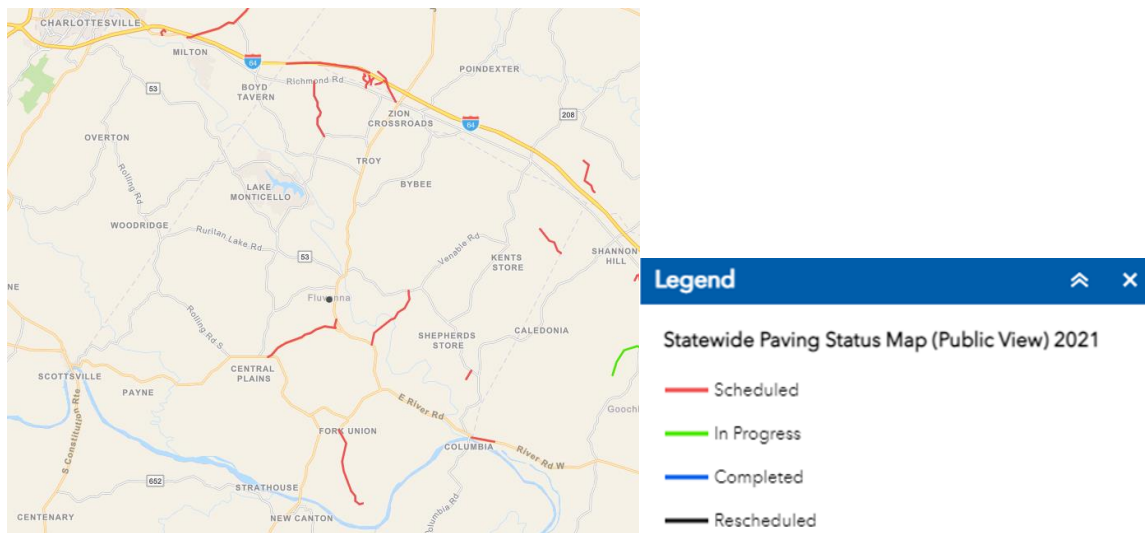
State-Force and District-Wide Bridge Projects:

- **District Wide Bridge Deck Cleaning and Washing** BRDG-967-241, (UPC 105980);
- **District Wide Bridge Maintenance** BRDG-967-240, (UPC 105979);
- **Route 623 over Venable Creek, Completed;**
- **Route 53, .5 miles S of Lake Monticello Rd - Emergency Pipe Replacement; Completed;**
- **Route 616 Soil Nailing Slope Repair; Completed;**
- **Rt. 15 N and S of CVEC – Pipe Replacements; Completed;**
- **Rt. 250 W of Correctional Center – Pipe Replacement; Completed;**
- **Rt. 15 Entrance Pipe over Raccoon Creek; CN Scheduled for July**
- **Rt. 6 E of Rt. 624 – Pipe Replacement; CN Scheduled for July**

Resurfacing Projects:

The list for the 2021 Resurfacing Schedule has been finalized, and the map is located below. Customers can view VDOT’s resurfacing schedule and route status on VDOT’s public website via the following link: <http://www.virginiaroads.org/> (Select "Web Maps" and “Statewide Paving Status”)

Fluvanna County Resurfacing					
Plant Mix			Surface Treatment		
Schedule	Miles	Cost/Estimate	Schedule	Miles	Cost/Estimate
2019	4.94	\$863,675	2019	43.65	\$590,849
2020	---	---	2020	55.52	\$421,558
2021	---	---	2021	16.07	\$229,394



Studies under Review:

- Route 250 speed study, from Route 631 to Route 15
- Route 1040, Broken Island Rd Centerline Removal due to installment issues
- Route 616 Corridor Safety Study

Completed Studies:

- Route 250/708 Right Turn Lane Warrant Analysis review completed
 - Turn lane not warranted
 - Shoulder Widening project completed Dec 2020
- Routes 652, 655, 656 Centerline Pavement Markings review completed
 - Routes 655 & 656 do not meet minimum width (18ft) or minimum VPD (500)
 - Route 652 does not meet minimum VPD
- Route 53 shoulder safety improvements (proximity 4800 block +/-); Curve warning signs installed
- Fire Station signs along roadway by Fork Union Fire Station on Route 15 installed
- Speed limit and signage study at intersection of Route 761 and Route 620 installed
- Route 15 at Route 644 Speed Study;
 - Speed limit reduction not warranted
- Centerline Marking on Rt. 613, Bybees Church Rd; Approved, Installation completed, 8/17/2020
- Route 1066, Rosewood Drive- 25 speed limit sign installed 3/31/2020
- Route 53 High School Speed Limit Reduction; pursuing study agreements from School Board
- Route 600 speed study, from Abbey Rd to Broken Island Rd
 - Speed limit reduction not warranted
- Route 649, Central Plains Road Speed Study
 - Recommended 50/45mph for trucks; sign installation pending

County Safety and Operational Improvements:

- Route 250 at Route 631 (Troy Rd): grading to improve sight distance is completed
- Route 600 at Broken Island Rd: Request for safety improvements to improve visibility at the curve; Larger chevron signs and puppy track pavement markings have been installed
- Village of Palmyra Traffic Circle: County and VDOT staff plan to simulate EMS response prior to installing pavement markings;
- Route 53 at Route 660 (Cunningham): VDOT continues to evaluate this intersection for interim and long-term safety improvements
- Route 629/631 intersection review and grading work completed
- Digital Speed Display Signs (ongoing)
- Route 1037 Lexie Lane No Outlet Sign to be resized and relocated; completed 7/7/2020
- Route 53 at Turkey Trail white delineator posts replaced on 6/23/2020
- Route 656/624: Request for curve warning signage and improvements to visibility

- o Unable to reach property owner
- Rt. 6/659 Sight Distance Review; in progress
- Rt. 616 & 600; Radar Feedback Signs (ongoing)
- Rt. 53/660 & Rt. 600/618 Stop Bar installed

Local Assistance Programs

- Transportation Alternatives Program
 - o Palmyra Sidewalk, Parking, and Traffic Improvements
 - o Application Due July 1

Area Land Use

Residency Area Land Use Staff have issued **29** permits in 2021

Fluvanna County Plan/Plat Reviews- Received June-July 2021							
Project Name	Routes/Address	Submission Type	VDOT Contact	VDOT Received Date	Locality Due Date	VDOT Comment Date	Status
Hourihan Minor Subdivision	605-18 Shannon Hill Rd Columbia VA	Final Plat Review,	John Wilson	7/2/2021	8/16/2021	7/8/2021	Review Complete - Acceptable

- [Zion Crossroads Corridor Improvement Study \(link\)](#) – The webpage is live for the Zion Crossroads Corridor Improvement Study (Routes 15 and 250), Fluvanna & Louisa Counties. This small area study, which is supported by stakeholders from VDOT, Fluvanna and Louisa counties and the Thomas Jefferson Planning District Commission. The study is evaluating vehicle, transit, bicycle, and pedestrian accommodations along Route 15 (James Madison Highway) between the intersections of Sommerfield Drive and Starlite Park as well as along Route 250 (Three Notch Road/Richmond Road) between Route 631 (Troy Road) and Route 613 (Poindexter Road). The purpose of the study is to develop short-, mid-, and long-term community-supported transportation solutions to provide safe travel for all uses and users of the roadway. The results from this study will be reviewed and potential transportation projects will be developed and presented for feedback in early 2021. The study is scheduled for completion in mid-2021.

Maintenance Activities

- VDOT crews in Palmyra and Zion Crossroads Area HQ have responded to **526** Work Orders in FY21. Top activities have been dead animal removal and fallen tree/limb clearing.

BOS Manual:

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

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

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

TAB G

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	TJPDC 2022 Draft Legislative Agenda				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Dominique Lavorata, Planner I Legislative Aide				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	2021 Legislative Priorities				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



- 2021 Legislative Priorities -

SUPPORT FOR RECOVERING COMMUNITIES

We support action at the federal, state and local levels to protect local communities and to ensure their viability in the face of the COVID-19 health emergency.

- Local governments need flexibility to work with local businesses to develop and implement strategies necessary to address public health standards and combat the coronavirus.
- Funding is needed for public health emergency functions and for local and regional governments to keep public buildings and facilities safe and clean.
- Tools and supplies are necessary to maintain safe and effective education services, whether provided in person or virtually.
- We support federal legislation that provides financial assistance to local governments and that allows local governing bodies to replace lost local revenues with the additional federal money until economic recovery takes hold.

BUDGETS AND FUNDING

We urge the governor and legislature to enhance state aid to localities and public schools, to not impose mandates on or shift costs to localities, and to enhance local revenue options.

- Adequate state investment for local service delivery is crucial.
- Localities need an adequately-defined Standards of Quality (SOQ) that closes the gap between what school divisions are providing and what the State currently funds in the SOQ.
- We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs.
- We support additional and strengthened revenue options for localities in order to diversify the local revenue stream.

BROADBAND

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

- We support additional dollars for localities and the private sector to help extend service to areas unserved by any broadband provider.
- Linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences is key.

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

TAB H

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	ARPA Uses Presentation				
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):	Cyndi Toler, Purchasing Officer Tori Melton, Management Analyst				
PRESENTER(S):	Cyndi Toler, Purchasing Officer Tori Melton, Management Analyst				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Discuss viable uses for American Rescue Plan Act Funding.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • ARPA - Quick Reference Guide • ARPA - Fact Sheet • ARPA – FAQs 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X	X		



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP
For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960
For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor’s benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker’s wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. **Serving the hardest-hit communities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

¹ The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an

approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients

required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID- 19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:

- Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient's cost of funding. A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current

wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a "[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works." Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#), "Stormwater projects must have a water quality benefit." Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on usaspending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

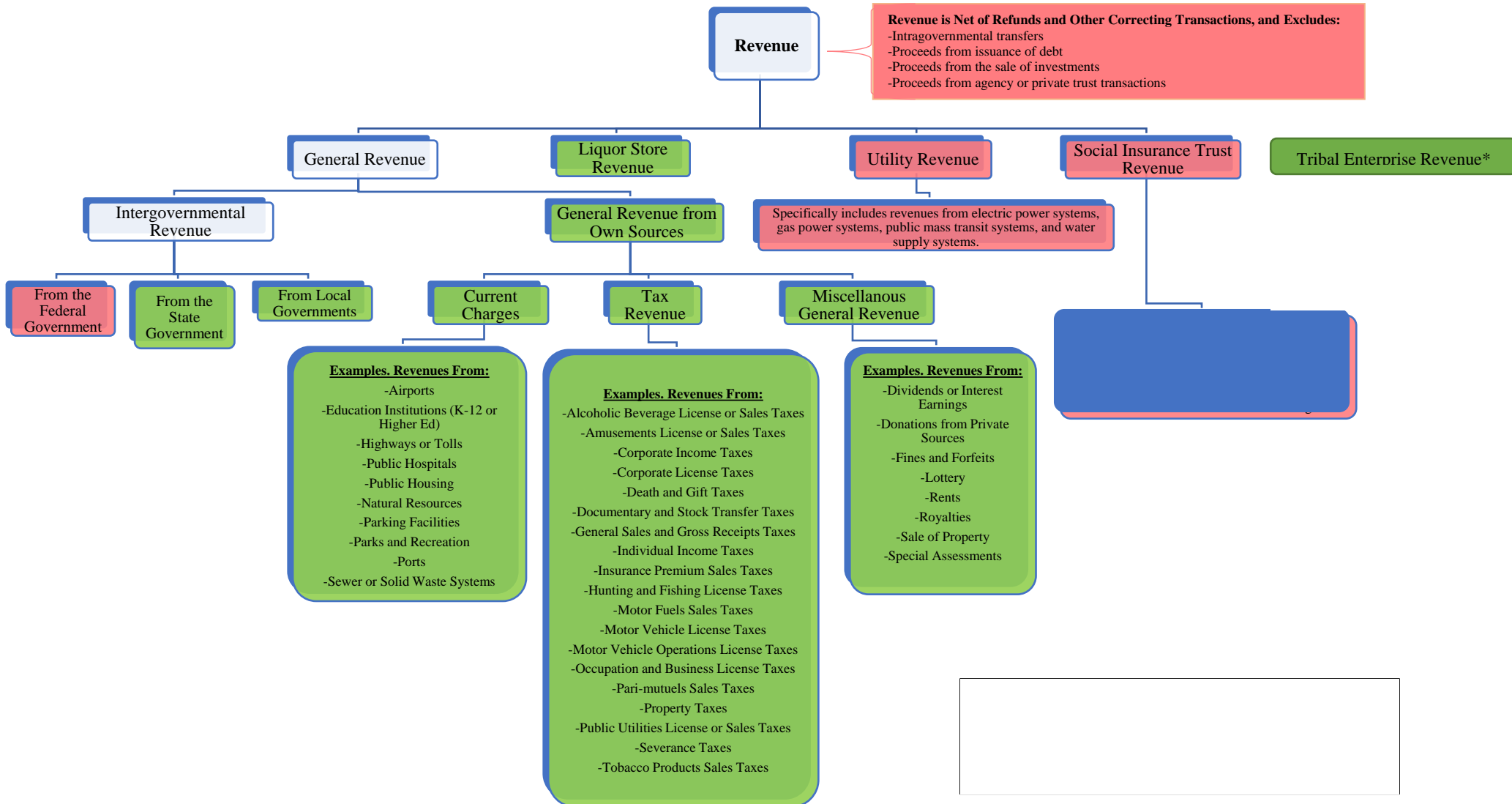
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)

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

TAB I

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors August 18, 2021 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, August 18, 2021, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for August 18, 2021.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Fluvanna County Library, 214 Commons Blvd.
Palmyra, VA 22963
August 18, 2021
Regular Meeting 7:00pm

MEMBERS PRESENT:

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

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
 Kelly Belanger Harris, Assistant County Administrator
 William Turner, Deputy County Attorney
 Caitlin Solis, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:00pm, Chair Sheridan called to order the Regular Meeting of August 18, 2021.
 After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION:	Accept the Agenda, as amended for the August 18, 2021 Regular Meeting of the Board of Supervisors.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:					
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Announcements and Updates - New Employees

- Erica Harrison, Financial Services Technician, Finance Department, Started August 16th
- Nayantara (Naya) Kabir, Children's Services Act Program Assistant, Children's Services Act, Department, Started August 16th
- Frank Harris, Full-time Deputy Sheriff, Sheriff's Office, Started August 16th
- Dana Staton, Human Services Assistant III, Social Services Office, Started August 16th

Employee Promotion

- Erinn Henning, Children's Program Specialist, Library Staff

Staff and Community Recognitions

- Social Services distributed 42 backpacks stuffed with school supplies
- School supplies were distributed to another 11 children for this school year.
- Recognition to Jane Wilson with Social Services for coordinating the project and a big thank you to Lake Christian Church, Fluvanna Baptist Church and Kaci Hensley for donating the backpacks and school supplies.

FLUVANNA COUNTY FAIR

- Fair dates are August 19 - 21
 - August 19 / Fair opens at 4pm, closes at 9pm
 - Events: 4-H rabbit and poultry show, HS pep rally, & Charlottesville Municipal Band
 - August 20 / Fair opens at 4pm, closes at 9pm
 - Events: Power Wheels Derby and music by Crimson Current
 - August 21 / Fair opens at 10am, closes at 9pm
 - Events: Magician and various music acts throughout the day, mini excavator challenge, corn hole tournament, & rodeo
- Carnival runs August 18 - 21
 - Wednesday & Thursday 6pm - 10pm
 - Friday 5pm - 10pm
 - Saturday 10am - 10pm with a break 3pm - 5pm

Board of Supervisors Minutes
Blue Ridge Health District COVID Updates

- Testing
 - No longer contacting those who have a negative test; if no call within four days of the test, test was negative
 - BRHD is adding many additional COVID testing clinics over the next 7 weeks; check www.blueridgecovid.org regularly for updated schedule
 - COVID Testing Clinic just finished at Fluvanna Health Dept – 5pm-7pm today
- Vaccines
 - Immunocompromised people can receive a 3rd dose of vaccine available now.
 - At Health Department - By appointment only – 972-6261
 - Primary Care Providers, Pharmacies, etc: please call directly

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Sep 1	4:00 PM	Regular Meeting	Library
Wed	Sep 15	7:00 PM	Regular Meeting	Library
Wed	Oct 6	4:00 PM	Regular Meeting	Library

5 - PUBLIC COMMENTS #1

At 7:08 pm, Chair Sheridan opened the first round of Public Comments.

- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke against county development on Rte. 53.
- Gary Clore, 725 Transco Rd, Spoke in support of the Fluvanna County Sheriff’s Office.
- Donna Daguanno, 148 Crape Myrtle Dr., Spoke against development high-density housing.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:25 pm.

6 - PUBLIC HEARING

ZTA 21:03 R-4 Zoning District – Multi-family Dwellings from 2.9 to 5.5 Dwelling Units – Douglas Miles, Community Development Director

- ZTA 21:03 An Ordinance to amend Chapter 22 Zoning of the Fluvanna County Code, By the addition of a Uses Permitted by Right Use under 22-8-2.1 in the R-4 Zoning District: Multi-family dwellings, with a density up to 5.5 dwelling units per acre; provided that the property is within an area subjected to a Common Plan of Development and such property is served by a Central Water and Sewer system.

Countywide Zoning Text Amendment

- Fluvanna County is 286 square miles, only 5 square miles is Zoned for multi-family housing and of that only about 1/2 square mile is improved with multi-family (duplex) homes that have been occupied for decades in Fluvanna County.
- Limited housing types / options reduces the quality of the County’s job applicants for Fluvanna County businesses as those applicants choose to live and work in Charlottesville (Pantops) or in Richmond (Short Pump) - Not in Palmyra.

2015 Comprehensive Plan Summary

- Rivanna (Lake Monticello) Community Plan
- Neighborhood Residential areas should provide a range of residential housing types and lot sizes.
- Generally, this includes a balance of single-family residences and multi-family housing. (Note: 95% Single-family homes and that is not a Balance)

Marina Point Zoning Summary

- Jan 1974 the Zoning Ordinance it was established and Lake Monticello all became R-1 and with B-1 zoning for shopping
- Dec 1983 Lake Monticello Development Corp. rezoned from R-1 to R-2 to permit the Marina Point Condominiums by right
- 1992 Zoning Ordinance Update the Lake changed from R-1 to R-4 with approval of the LMOA members and is R-4 to this day
- March 1997 County Attorney wrote Legal Opinion that developer has no Vested Right and should apply for a Special Use Permit to construct more condominiums
- In 2001 Landowner requested a Zoning Determination they appealed to the BZA, it was denied, appealed to Circuit Court, Denial was affirmed – settled case law

Board of Supervisors Minutes
Marina Point Density Summary

- 15 Condo Units + 10 Townhouse Villa Units = 25 units
- 25 Multi-Family Units / 5.14 acres = 4.86 total density
- Proposed Zoning Text Amendment = 5.5 dwelling units



R-4 Zoning Text Amendment

- Dwelling, multi-family (existing zoning definition) A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership.
- New Townhouse Villa style units would be similar to Villages at Nahor and would not create additional traffic as under the 1983 zoning case it was accounted for – so just a change in their housing unit type from Condominiums over to Townhouse Villas

At 7:35 pm, Chair Sheridan opened the Public Hearing.

- Suzy Morris, 6840 Thomas Jefferson Pkwy, Spoke against the ZTA 21:03 R-4 Zoning District – Multi-family Dwellings from 2.9 to 5.5 Dwelling Units.
- Chris Fairchild, 5470 Thomas Jefferson Pkwy, Spoke against ZTA 21:03
- Susie Farris 189 Bluebird Ln, spoke in opposition to ZTA 21:30
- Sandra Radford, 121 Mulberry Dr., spoke against ZTA 21:03
- Billie Kay Snodgrass, C4 Marina Point, spoke in support of ZTA 21:03
- Gerry Stoopman, C2 Marina Point, spoke in favor of ZTA 21:03
- Donna Daguanno, 148 Crape Myrtle Dr., spoke against ZTA 21:03
- Steve Smith, 6 Sunset Ct., Spoke in opposition to ZTA 21:03
- Thomas Diggs, 947 Jefferson Dr., spoke in opposition to ZTA 21:03
- John Joyce, 951 Jefferson Dr., spoke against ZTA 21:03
- Elena Calhoun, 389 Jefferson Dr., spoke against ZTA 21:03
- Garret Smith, Representative for Marina Point, spoke on behalf and in favor of Marina Point
- Jerry Custer, 28 Covered Bridge Rd., spoke in opposition of ZTA 21:03
- Barbara J. Rohr, 961 Jefferson Dr., spoke against ZTA 21:03
- Gary Hannifan, 953 Jefferson Dr., spoke against the placement of the proposed Marina Point units.
- Debra Kurre, 19 Laguna Rd., spoke in favor of tabling the decision until the new Comprehensive Plan was finalized and reviewed.

With no one else wishing to speak, Chair Sheridan closed the Public Hearing at 8:40 pm.

MOTION:	Defer for no more than 12 months from July 12 an ordinance to amend Chapter 22 Zoning of the Fluvanna County code by the addition of a uses permitted by right under 22-8-2.1 in the R-4 zoning district: multi-family dwellings, with a density up to 5.5 dwelling units per acre, provided the property is within an area subjected to a common plan of development and such property is served by a central water and sewer system.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	No	Yes	Yes	Yes
RESULT:	4-1				

7 - ACTION MATTERS

Authorization to Advertise for a Cigarette Tax Ordinance – Kelly Belanger Harris, Assistant County Administrator Authority for Counties to Assess a Cigarette Tax and the Creation of a Regional Cigarette Tax Board to Collect and Disburse Taxes Collected

- 2020 - Virginia General passed legislation authorizing counties to impose cigarette taxes at a rate of up to 40 cents per pack, beginning July 1, 2021.
- April 2021 - Thomas Jefferson Planning District Commission canvassed for interest among member localities
- May 2021 – Fluvanna BOS adopted a Resolution In Participating In Regional Cigarette Tax Administration
- Spring-Summer 2021 - TJPDC Cigarette Tax Workgroup planning group met
- July 2021 – TJPDC Cigarette Tax Workgroup prepares/reviews Draft Ordinance and Agreement for localities participating in Regional Cigarette Tax Board

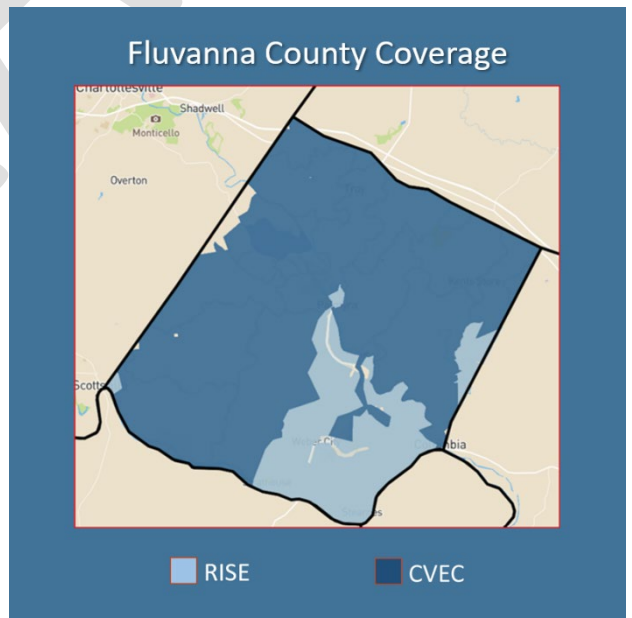
Board of Supervisors Minutes

- Aug-Sep 2021 – TJPDC Cigarette Tax Workgroup offers to localities a draft ordinance: *An Ordinance Approving the Formation of A Joint Entity To Be Known As the Blue Ridge Cigarette Tax Board and Bestowing On Such Entity All Powers Necessary and Proper for the Performance of Its Duties As Provided By Law*
- **Composed of one representative from each member jurisdiction at the Boards creation, and one representative from those jurisdictions later added with the consent of the Tax Board.**
 - “The Board shall be composed of one representative from each jurisdiction currently named herein and one representative from those jurisdictions later added with the consent of the Board in conformity with Section 10. Said representative may designate an alternate to attend meetings and vote in his or her place.”
- **An Administrator will oversee day-to-day operations of the Board**
 - Additional staff and TJPDC staff may also provide administrative support
- **Regional Board will disburse tax revenue to member jurisdictions on a monthly basis**
- **Ordinance Adoption - Public Hearing required:**
 - **Request Authorization to Advertise – August 18, 2021**
 - Public Hearing – September 15, 2021
- **County Code Amendment (before Jan 1, 2022)**
 - Authorization to Advertise a Public Hearing – Date?
 - Public Hearing – Date?

MOTION:	Authorize staff to advertise a Notice of Public Hearing to be held on September 15, 2021, for “AN ORDINANCE APPROVING THE FORMATION OF A JOINT ENTITY TO BE KNOWN AS THE BLUE RIDGE CIGARETTE TAX BOARD AND BESTOWING ON SUCH ENTITY ALL POWERS NECESSARY AND PROPER FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Motion		Second		
VOTE:	Yes	No	Yes	Yes	Yes
RESULT:	4-1				

Firefly Fiber Broadband VATI Grant Application – Eric Dahl, County Administrator Gary Wood, CEO and President of Central Virginia Electric Cooperative/Firefly, updated the Board on the progress of the Firefly Fiber Broadband project and presented the VATI Grant application process to complete fiber coverage for the entire county by 2025.

- Firefly Fiber Broadband is constructing fiber to the home for residents in the Central Virginia Electric Cooperative footprint.
- Dominion Energy is interested in building fiber to its infrastructure and allowing Firefly Fiber to build laterals off Dominion Energy’s planned fiber.
- Firefly Fiber studied Fluvanna County’s Dominion Energy footprint for areas underserved by broadband (less than 25/3 mpbs service) for inclusion in its network.
- Firefly Fiber’s study has shown there are 802 homes and businesses that are unserved. It would require 63 miles of fiber.
- The budget for the project is \$5,137,000 with VATI covering \$1.79 million. The County match would be \$601,500.
- The County can use American Rescue Plan Act funds for the match.



Project Schedule

- **August 2021** – Board makes decision on participation
- **September 14** – VATI application due
- **December 2021** – VATI awards announced
- **January/February 2022** – Dominion files for SCC approval for middle mile project area
- **Later in 2022** - Construction begins
- **2025** – Finish Build by end of year

Total Electric Accounts in Fluvanna	
CVEC	9,323
Appalachian Power	88
Dominion Energy	3,536
<i>*Assume 10% of electric accounts will never take broadband service (barns, electric fences, water troughs, etc)</i>	
Project Details	
Total Unserved Passings	802
Total Fiber Miles	63
Project Costs	
Total Project Cost	\$5,137,000
Share of Construction Costs	
Firefly/Dominion	\$2,755,000
VATI Request	\$1,780,000
County Request- matching funds	\$601,500

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Generally assume six months from start of construction until first in home connections. Will continue to work until all who would like service are connected.

MOTION:	Adopt a Resolution for the Firefly Fiber Virginia Telecommunication Initiative Grant Application.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

FY23 Budget Calendar – Tori Melton, Management Analyst presented the proposed dates for the fiscal year 2023 budget season.

MOTION:	Approve the FY23 Budget Calendar, as presented.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:		Motion			Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Economic Development and Finance Department Positions Reclassification – Eric Dahl, County Administrator and Donna Snow, HR Manager

Background

- This reorganization in Economic Development and the Finance Department is proposed to reflect the current needs for filling the Economic Development position when competing with our surrounding job market and reflects the reduced workload requirements needed for the Financial Services Technician position in Finance.
- Position Descriptions have been updated to reflect duty requirements, incorporate new skills, and ensure better service for the residents, developers, and the business community.
- The changes as proposed will likely not require any additional funding and they could potentially create a net decrease overall.

ECONOMIC DEVELOPMENT and FINANCE DEPARTMENT POSITIONS RECLASSIFICATION						
Current Title	Pay Band	FY22 Budgeted Pay/Salary	New Title/Position	Pay Band	FY22 Minimum Pay/Salary	FY22 COAD Max Pay/Salary
Economic Development Coordinator	20	\$ 57,942	Director of Economic Development	24	\$ 67,537	\$ 77,668
Financial Services Technician (Full-Time)	11	\$ 39,312	Financial Services Technician (Part-Time)	11	\$ 17,232	\$ 19,817
CURRENT TOTAL:		\$ 97,254	PROPOSED TOTAL:		\$ 84,769	\$ 97,484
ANNUAL PROPOSED CHANGE (decrease):					\$ (12,485)	\$ 230

MOTION:	Approve the following position description revisions and pay band changes: <ul style="list-style-type: none"> - FROM: Economic Development Coordinator, Pay Band 20, minimum salary \$53,496 - TO: Director of Economic Development, Pay Band 24, minimum salary \$67,537 - FROM: Financial Services Technician (Full-time), Pay Band 11, minimum expected pay \$34,467 - TO: Financial Services Technician (Part-time, permanent), Pay Band 11, minimum expected pay \$17,233 				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second		Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Priority Dispatch System Contract – Cyndi Toler, Purchasing Officer

- In accordance with Virginia code section 56-484.16:1 all PSAP's (Public Safety Answering Point) must on or before January 1, 2022, provide training in T CPR (telecommunicator CPR) to each dispatcher in its employment and shall provide its dispatchers with equipment necessary for the provision of T CPR.

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- Also in accordance with Virginia code section 56-484.16:1 By January 1, 2024, each operator of a PSAP shall implement a requirement that each of its dispatchers shall by July 1, 2024, have completed an Emergency Medical Dispatch education program that complies with minimum standards established by the Office of Emergency Medical Services.
- We have spoken to Fluvanna’s OMD who gave several recommendations one of which was Priority Dispatch.
- Priority Dispatch will put Fluvanna in compliance with both TCPR and EMD mandates.
- This service provides essential information to callers/patient and determines patients that require rapid care and provides appropriate and timely prehospital instructions.
- This project is budgeted in the FY22 budget for \$92,755.00, using a cooperative agreement we are able to come in under budget at \$88,905.00

MOTION:	Approve the Contract between Fluvanna County and Medical Priority Consultants, Inc. to Priority Dispatch System totaling \$88,905, plus 5 years of licenses and maintenance at \$7,500.00 per year, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

None.

8 - PRESENTATIONS

Law Enforcement Pay Rates and Classifications – Donna Snow, HR Manager, Sheriff Hess and Major Wells

- Major David Wells gave an overview of Sheriff’s Office recruitment, retention, and salary compression.

Changing labor markets and views on law enforcement

- 2019 International Association of Chiefs of Police article “THE STATE OF RECRUITMENT: A CRISIS FOR LAW ENFORCEMENT”



National shortage of law enforcement applicants and high numbers of current officers leaving

- 2020 was a very impactful year
- Current labor shortage across all industries
- Difficulties filling shift work and non-virtual positions
- This is leading to increased wages in all sectors (our current base wage is \$17.40 per hour)

Anti- Law Enforcement sentiment

- 2020 national trend of anti-police rhetoric by politicians and media based on the terrible actions of a small number of officers
- Increased scrutiny and lack of respect for law enforcement has reduced interest in the career field – Even more challenging to recruit diversity
- Why would job seekers enter this field given push back and the risk?
 - If law enforcement errs, they can be sued and/or criminally charged.
 - You can sell ice cream and make the same the same money... why risk it?

Personal risk of work-related injury, sickness, or death

Two Types of Applicants

- Certified Applicants
 - Have previously successfully completed an 840-hour DCJS training academy, passed the state exam, and are in good standing
 - Can work after completing 100 hours of in-house field training
- Non-Certified Applicants
 - Must complete the 840-hour DCJS training academy at our expense and pass the state exam

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- The DCJS training academy only occurs twice a year (January and June)
- Must complete 240 hours of in-hours field training

Cost to turn-over

- 14 deputies & 17 Dispatchers in 2 years - A LOSS of over ½ Million Dollars in training investment

Why are they leaving?

- Dispatch
 - 6 left for **BETTER** paying jobs
 - 2 retired
 - 4 quit or were terminated as they could not learn the job skills
 - 3 moved out of the area
 - 2 other reasons
- Deputies
 - 9 left for BETTER paying jobs
 - 4 quit or were terminated for performance/could not learn the job skills
 - 1 retired

Why Now? Local Agencies increased their salaries in 2021

We must raise wages to compete!

- Highly competitive job market
- Limited applicant pool
- Must retain the quality people we have
- We are tied for **LOWEST** deputy starting wage
- Must recruit dispatchers and deputies who understand how to police in Fluvanna and respect our citizens
- We are part of the community

What happens if we do nothing?

- Lack of qualified applicants
- Hire "2nd string" candidates and hope
- Continued waste of payroll on training
- Quality, experience staff leave for better opportunities
- Reduction in services and community engagement
- Delayed call response time
- Increased complaints and liability
- Reduce patrol visibility
- Minor cases will go uninvestigated

Solutions?

- Incentives currently offered for deputies
 - Certified sign-on bonus (\$5,000)
 - Patrol shift differential (\$1,100)
 - Should we increase these?
- Raise base pay for deputies to at least get us in the ball game
 - \$43,000 for un-certified
 - \$46,000 for certified
- Address compression to keep the quality people we have invested in
 - If base pay raises, we must scale up.
 - 17 out of 22 non-ranking experienced deputies make LESS than Louisa's starting pay for no-experience uncertified applicants
 - Estimated cost to the county is \$250,000 to address deputy pay compression properly.

Emergency Communications Center

- Severe staffing shortages
- Increased employee stress and burn-out due to overtime
- Difficulties finding qualified applicants to work shift work
- More state mandated workload coming in 2022 with Emergency Medical Dispatch
 - Increased training required
 - Increased time on calls
 - Increased liability
- Must address pay compression to retain the qualified staff we have

HB 7001 has passed

- \$33,179,883 to the Compensation Board (157) for a **one-time hazard pay bonus of \$3,000 for state-supported sworn officers of Sheriff's Departments** and Regional Jails. Furthermore, the Governor shall

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convene a work group to address the compensation structure for ..., deputy sheriffs within Sheriff's Departments, ... The workgroup shall ...deliver recommendations to the Governor and General Assembly by October 15, 2021.

- \$20,000,000 to the Department of State Police (156) to provide one-time bonuses to sworn, law enforcement personnel. The department is authorized to **pay bonuses** to its sworn, law enforcement officers of **\$5,000** to all sworn, law enforcement officers, **compression bonuses within a range equivalent to two and eight percent of salary** as appropriate to qualifying officers, **sign-on/recruitment bonuses to newly hired troopers of \$5,000**, and **retention bonuses as needed**. In addition, these funds may be used to reimburse up to **\$2,000 of relocation expenses** for each newly hired trooper and any law enforcement personnel who is being relocated by the department.
- *After a lengthy discussion, the Board of Supervisors directed staff to return with proposed estimates for salary increases for deputies and emergency dispatch.*

9 - CONSENT AGENDA

- *Mr. O'Brien stepped out of the room and returned a few minutes later.*

The following items were approved under the Consent Agenda for August 18, 2021:

- *Minutes of August 4, 2021 – Caitlin Solis, Clerk to the Board*
- *FY22 FCPS Grants Supplemental Appropriation – Tori Melton, Management Analyst & Brenda Gilliam, Executive Director for Instruction and Finance*
- *FY22 Sheriff Department Insurance Claim - Property Damage – Tori Melton, Management Analyst*
- *Silk City Printing Commonwealth's Development Opportunity Fund (COF) Performance Agreement – Bryan Rothamel, Economic Development Coordinator*
- *Accounts Payable Report for June 2021 – Tori Melton, Management Analyst*

MOTION:	Approve the consent agenda, for the August 18, 2021 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for June 2021, in the amount of \$1,529,921.93.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O'Brien	Mr. Sheridan	Mr. Weaver
ACTION:	Second				Motion
VOTE:	Yes	Yes	Absent	Yes	Yes
RESULT:	4-0				

10 - UNFINISHED BUSINESS

New Admin Building, New DSS Building and Existing Building Renovation Design Costs – Eric Dahl, County Administrator

New Admin Building, New DSS Building and Existing Building Renovation Design Costs

- VRA Financing for County Admin/DSS projects (\$16,500,000).
 - Key issue on these projects is timing – it is recommended to having a pretty good handle on project costs (at least for the new construction) and timeline before doing permanent financing.
 - What may be necessary would be for the County to use its own cash to pay for design and preliminary costs, to be reimbursed from bond proceeds when the financing is done.
 - It is recommended the Board adopt a Reimbursement Resolution to ensure project costs initially paid from County funds could be reimbursed with tax-exempt bond proceeds.
- Preliminary design estimates for construction of the New Administration Building, New DSS Building, renovation of the current Administration building, and renovation of the Carysbrook Complex are estimated around \$708K.
- To know the actual cost, we need to issue a formal RFP for the design work.

Design Costs

Fluvanna County, Virginia
Upcoming project probable costs

Name of Building	Location	New/Renovation	Area	Cost/Sf	Probable Construction Cost	Design Fees (2021)	Bidding & Construction Admin Fees (2022)	Probable Soft Costs (inc. design fees)	Subtotal
Administration Building	Pleasant Grove Campus	New	24,023	\$ 200.00	\$ 4,804,600.00	\$ 240,230.000	\$ 72,069.000	\$ 960,920.00	\$ 5,765,520.00
Dept of Social Services Bldg	Pleasant Grove Campus	New	32,307	\$ 200.00	\$ 6,461,400.00	\$ 323,070.000	\$ 96,921.000	\$ 1,292,280.00	\$ 7,753,680.00
Convert Admin to Courts	Palmyra Campus	Renovation	13,812	\$ 120.00	\$ 1,657,440.00	\$ 82,872.000	\$ 24,861.600	\$ 331,488.00	\$ 1,988,928.00
Renovate DSS to Multipurpose	Carysbrook Campus	Renovation	6,913	\$ 180.00	\$ 1,244,340.00	\$ 62,217.000	\$ 18,665.100	\$ 248,868.00	\$ 1,493,208.00
Total					\$ 14,167,780.00	\$ 708,389.00	\$ 212,516.70	\$ 2,833,556.00	\$ 17,001,336.00

VPSA – Schools CIP Project Update

Updates:

- The Carysbrook Elementary HVAC CIP is projected to have a funding shortage of ~\$600K - \$1.3M, depending on the scope of the project
- FCPS will be receiving federal ESSR funding, which may be eligible to be applied to components of the Abrams Academy - School Renovation CIP and could lower the amount needed via debt proceeds.

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Project	Description	FY22 Budget	Current	Current
			Estimates - Low	Estimates - High
<u>Carysbrook Elem School - HVAC</u>	<u>HVAC Replacement</u>	<u>\$1,500,000</u>	<u>\$2,100,000</u>	<u>\$2,800,000</u>
<u>Abrams Academy - School Renovation</u>	<u>Building Renovation</u>	<u>\$1,250,000</u>	<u>TBD</u>	<u>TBD</u>
<u>School Buses</u>	<u>10 Buses</u>	<u>\$1,021,000</u>	<u>TBD</u>	<u>TBD</u>
		<u>\$3,771,000</u>		

- After discussion, the Board of Supervisors directed staff to proceed with request of proposals and a reimbursement resolution for the design costs associated with the New Admin Building, New DSS Building and Existing Building Renovations.

MOTION TO EXTEND

- At 10:48 pm, a motion was made to extend the Board of Supervisors meeting.

MOTION:	Approve a motion to extend the August 18, 2021 Regular Board of Supervisors meeting to 12:00pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Apparatus Funding – Chief John Lye

Chief Lye addressed the Board of Supervisors regarding a price increase on previously approved FY22 CIP apparatus, and asked the Board for committed funding so contracts can be signed, the price can be locked in and begin construction on the approved apparatus.

Chief Lye also asked the Board to authorize funds earmarked for the Response #5 (support vehicle) to be used to complete funding for a replacement ambulance. The Board supported the request for the new ambulance.

- Staff informed the Board that a more formal request could be brought forward for the Administration Building design, the school CIP projects, and the Fire and Rescue apparatus requests in a future meeting.

11 - NEW BUSINESS

ARPA Funds Usage – Eric Dahl, County Administrator

Mr. Dahl brought a request to use ARPA Funds to make improvements to the Omahundro Well in the Fork Union Sanitary District.

- The Board of Supervisors directed staff to explore taking necessary funds from the FUSD Fund Balance and ARPA Funding.
- Staff will determine how much funding is left in the FUSD Fund Balance; bring back a more formal motion to explore options with full ARPA Funding as well as a combination of ARPA and FUSD Fund Balance funding.
- Mr. Sheridan mentioned a small piece of property with a small jungle gym set up and suggested using ARPA Funds to set up a few throughout the county so families would not have to travel so far.

12 - PUBLIC COMMENTS #2

At 11:09pm, Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 11:09pm.

13 - CLOSED MEETING

MOTION:	At 11:09 pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.6, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Investment of Funds, and Legal Matters.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 11:56pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements
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	under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, August 18, 2021 at 11:56pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. O’Brien	Mr. Sheridan	Mr. Weaver
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

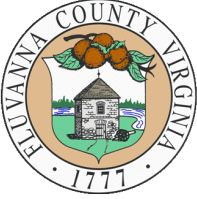
ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair

DRAFT



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 18-2021

**A RESOLUTION FOR THE FIREFLY FIBER VIRGINIA
TELECOMMUNICATION INITIATIVE GRANT APPLICATION**

WHEREAS the County of Fluvanna is committed to bringing universal broadband internet access to its citizens across the county within the next three years, and

WHEREAS Firefly Fiber Broadband, Dominion Energy and Rappahannock Electric Cooperative have developed a regional internet service expansion project with the Thomas Jefferson Planning District Commission as the lead applicant with the county being one of multiple counties included in the project to make fiber to the home broadband internet service available to the unserved locations in the county, and

WHEREAS the preliminary planning for the regional project has identified 802 locations in the county as being unserved without access to speeds faster than 25 mbps download or 3 mbps upload, and the preliminary design includes 63 miles of fiber optic cable to be installed in the county to make service available to those locations, with a cost estimate of \$5,137,000 for the construction, creating a need for additional grant funding to make the project financially feasible, and

WHEREAS this project will seek grant funds from the Virginia Department of Housing and Community Development through its Virginia Telecommunications Initiative (VATI) with an application on or before 14 September 2021, and that application process provides additional scoring points for local contributions to the project, then

NOW THEREFORE BE IT RESOLVED that the County of Fluvanna will participate in the regional project and fully support the application including providing local matching funding not to exceed \$601,500.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X				X	
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District	X					X

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors

Public Comments:

Comments Opposing Approval of ZTA21:03

Thomas Diggs

I am opposed to the zoning text amendment requested by Marina Point which will permit up to 5.5 residential units per acre by right in R-4 zoning. This amendment represents a 90% increase in density without any requirement for open space and, though it is county-wide, it currently only applies to just one property owner: Marina Point.

Marina Point's Attempts for Increased Density

In 1984, Marina Point purchased a single lot of 5.14 acres and included in its deed an upper limit of 45 residential units. This upper limit in its deed does not bind Fluvanna County in any way. It is on the basis of this statement that Marina Point keeps trying to increase the number of its condominiums and townhouses. The maximum zoning density of 2.9 residential units per acre limits Marina Point to its current 15 units. Marina Point has previously tried to build more units than are permitted, but was unable to get permission from the County to do so. According to the county attorney's comments at the July 13, 2021, meeting of the Planning Commission, the developers unsuccessfully sought a variance from the Board of Zoning Appeals. The developers appealed that decision to the Circuit Court and ended their appeal before a decision, resulting in the denial being final. In addition, the developers did not appeal a decision of the Zoning Administrator which went against them. The county attorney did not say when all of this happened, but the context suggested it was quite some time ago. As a consequence of these actions, MARINA POINT DOES NOT HAVE A VESTED RIGHT TO ADD MORE RESIDENTIAL UNITS. Its proposal for ten new residential units is a new project and can only happen if ZTA21:03 is approved. Marina Point is acting as if the prior decisions never happened and appear to believe they are entitled to "complete" their project. Following negotiations with the existing Marina Point owners, on March 11, 2021, the developers presented a concept plan to the Lake Monticello Owners' Association (LMOA) Board of Directors, neglecting to mention the information about the decisions of the Board of Zoning Appeals and the Zoning Administrator that made this request a new project and not the completion of an existing project. Sometime after the March 11 meeting, representatives of Marina Point filed for a zoning text amendment to increase housing density in the R-4 zoning district, where there is "a common plan of development and such property is served by a central water and sewer system." On May 13, the

Technical Review Committee addressed that request as ZTA21:03. The June 8, 2021 Community Development Director's Report stated that "there are existing condominiums on the Marina Point property and [Marina Point] would like to complete this existing residential multi-family development." (emphasis added). The Planning Commission held a public hearing and voted 3-0-2 in favor of recommending ZTA21:03 which proposes to increase the maximum density in R-4 from 2.9 to up to 5.5 residential units per acre, a 90% increase in density. The thrust of the comments from the Community Planning Director was that ZTA21:03 will provide opportunities for more affordable housing in the county. The Planning Commission did not consider any alternatives for affordable housing or even review options for affordable housing, such as PUD, that are currently in the zoning ordinances.

ZTA21:03 and Affordable Housing

The conclusion of the Planning Commission Staff Report for the July 13 meeting states, in full: The proposed Zoning Text Amendment will allow for additional, affordable housing type options to be developed within R-4 zoning and to allow for the completion of an existing project located in the Lake Monticello Plan of Development and utilizing both Aqua Virginia water and sewer. Fluvanna County does not have the available housing stock to allow for current homeowners to transition to first floor living and lower, overall square footage which equates to more affordable energy bills for heating and cooling and also less outside

landscaping and yard maintenance costs. (emphasis added) The Planning Commission Staff Report did not include a section discussing how the staff reached the conclusion presented. The proposed Marina Point townhouses will have 3,830 square feet of space over three levels, including an unfinished basement of 1,400 square feet, and a two car garage. They are not affordable housing type options, first floor living to which current homeowners can transition, or lower square footage units yielding more affordable energy bills. As noted above, Marina Point does not have an "existing project" to complete. Rather, it has a new one that can only be started with the approval of ZTA21:03.

The Comprehensive Plan Emphasizes Fluvanna's Rural Character

The Fluvanna County Comprehensive Plan is intended to guide decisions of its boards. The first point of focus in the current plan is to "[m]aintain Fluvanna's rural character", page 9. The fourth principle supporting the county's Vision 2035 is "[t]hat our rural character and natural resources are part of Fluvanna's unique heritage, and should be preserved where practical . . ." page 11. Within the overview of the Rivanna (Lake Monticello) Community Plan

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(a part of the Comprehensive Plan): “[w]hile there are [sic] a range of opinions on the extent and type of growth desired, most residents agree that it is important to take steps to maintain the rural character of the surrounding area,

enhance the “country suburban” character of the community, promote a vibrant quality of life for residents, and plan for the future.” page 50. The third point of the summary of the Community Plan is “[t]o preserve the rural character of the surrounding area and protect natural resources.” page 52. Comments Opposing ZTA21:03, Thomas Diggs 2 Among the recommendations of the Community Plan: “Preserve natural resources and rural character. The health of the Lake and surrounding land and waterways is important to the health and vitality of the environment and economy of Lake Monticello.” page 53 (emphasis in original). The existing Marina Point properties, both condominiums and townhouses, fit within rural character because of the open space surrounding them. Taking away open space to add more townhouses is not in harmony with the rural character of the remainder of Lake Monticello, a subdivision of 4,625 lots (Comprehensive Plan, page 50) that is, apart from the existing 15 Marina Point units, exclusively single family homes.

Zoning Density Limits

ZTA21:03 seeks to expand the permitted density within R-4 to 5.5 residential units per acre (a 90% increase in density). This increase would be the highest density permitted by right in any of the four residential zones. ZTA21:03 does not seek to have any requirement for open space associated with the proposed increased density.

R-1 permits one residential unit per acre (§ 22-5-3), including cluster development (§ 22-5-8(A)). Cluster development also requires that 50% or more of the land be dedicated to open space (§ 22-5-8(H)). R-2 permits two residential units per acre (§ 22-6-3), including cluster development (§ 22-6-8(A)). Cluster development also requires that 50% or more of the land be dedicated to open space (§ 22-6-8(H)). R-3 permits 2.9 residential units per acre (§ 22-7-8). Development requires that 25% or more of the land be dedicated to open space (§ 22-7-4). In addition, “[t]he open areas of the tract shall be delineated due to their noteworthy features and value to the continued rural character of the county, including, but not limited to, lands with high scenic, open space and water quality protection values including riparian corridors and wildlife habitat . . .” (§ 22-7-4) (emphasis added). Further, a development with 15-60 residential units must provide two or more specifically designated active recreation facilities, but with a minimum of three acres of recreation area. (Marina Point currently has 15 units and wants to add ten more.) R-4 permits 2.9 residential unit per acre for properties with central water and sewer (§ 22-8-3(B)),

including cluster development (§ 22-8-8(A)). Cluster development also requires that 50% or more of the land be dedicated to open space (§ 22-8-8(H)). PUD density ranges from a minimum of 4 to to a maximum of 16 units per acre. In addition, this maximum density can be increased by up to 50% based on the proportion of units allocated to affordable housing and the amount of open space (§ 22-14-8). Development requires at least 30% of the land to be dedicated to open space (§ 22-14-7(1)).

Why Increase Density In Any Zone

At the July 13 meeting of the Planning Commission, the Community Development Director presented excerpts from a study by the Thomas Jefferson Community Planning District Commission (TJCPDC). Comments Opposing ZTA21:03, Thomas Diggs 3 Since the Planning Commission has not yet discussed, approved, or adopted this study, it seems premature to cite this study as support for ZTA21:03. The Community Development Director seemed certain that ZTA21:03’s increased density would be applicable to issues in this presentation. Perhaps increased density is appropriate for the county; however, it seems to be more appropriate to make findings and adopt any appropriate changes to the Comprehensive Plan before adopting solutions which, as stated by the Community Development Director, may not be applicable to any property other than Marina Point for up to 20 years.

Why Increase Density In R-4 Without Considering Its Effect On Comprehensive Plan

If an increase in density was brought to the Planning Commission and Board of Supervisors by the Community Development Director following research into how best to meet specific needs in the Comprehensive Plan, it would appear to be intended for more than just one property owner. However, ZTA21:03 was introduced by representatives of Marina Point and the application of increased density is limited to R-4. To explain that ZTA21:03 is not limited to just the Marina Point property, the Community Development Director said that developers may, in 10 to 20 years, seek R-4 zoning for a project to take advantage of this increased density. It seems more likely that R-3 and PUD would be better suited to an increase in density, if an increase is appropriate. The TJCPDC study cited by the Community Planning Director appears to favor R-3 and PUD, not R-4, for increased density, a point not mentioned at the July 13 meeting of the Planning Commission. The Colonial Circle project was approved for a higher density after the developers chose R-3. This project is one that the Community Development Director mentioned as support for developers possibly wanting increased density in R-4. Choosing R-3 with an increased density would likely be preferred by, and provide greater flexibility to, developers over R-4 with an increased density. A new residential development for seniors with one level living would likely be accompanied by some commercial space which is

Board of Supervisors Minutes

August 18, 2021

more restricted in R-4. The primary reason for a developer to prefer building in R-4 with increased density is that there is no requirement for open space. This is counter to the many times that the Comprehensive Plan addresses maintaining the rural nature of the county.

Correcting Statements From Marina Point's Representative

At the July 13 meeting of the Planning Commission, Dan Girouard, a representative of Marina Point, made comments which were not correct. First, he noted that Marina Point has been working on adding units to the property for years. He stated that Marina Point only wants to add just 10 units and not the 30 permitted by its deed. Although these statements alone are accurate, they became misleading by failing to note that Marina Point does not have a vested right to add any more units. He also did not explain why Marina Point continued to work on adding units after the decisions by the Board of Zoning Appeals and the Zoning Administrator denied Marina Point that right.

Comments Opposing ZTA21:03, Thomas Diggs 4 Second, he stated that the LMOA is in support of the concept of the Marina Point plan and a way to get the project started in the 1980's finished. The March 11 meeting of the LMOA Board of Directors was called specifically to hear the Marina Point presentation on adding ten new townhouses. The LMOA has not expressed an opinion on the Marina Point plan since the directors have not voted to determine whether or not to support it. Any comments by any members of the board or staff cannot be construed to be an opinion of the LMOA without a vote of its Board of Directors or its members.

Suggestion for Determining If Any Zone Should Have Increased Density

The county should determine if any increase in density by right is appropriate by making specific findings based on all available information. If the county determines that an increase in density is appropriate, it should then determine the zone or zones best suited to fulfill on its findings. The county should then revise its Comprehensive Plan. And, finally, the county should make applicable changes to its zoning regulations based on the Comprehensive Plan.

Conclusion

According to the Community Planning Director, Lake Monticello is the only area in the county which is zoned R-4. Marina Point is the only area in Lake Monticello which would satisfy the conditions of ZTA21:03. The Community Planning Director stated at the July 13 Planning Commission meeting that it could be between two and 20 years before a developer would take advantage of an increase in density in R-4. In view of those comments, the main reason to approve ZTA21:03 without following the suggestion above, is to act to benefit a single landowner. With the current applicability of ZTA21:03 to just one property owner, this change looks like a form of spot zoning which is not permitted in Virginia. I urge the Board of Supervisors to reject ZTA21:03.

COMMENTS TO FLUVANNA BOARD OF SUPERVISORS

August 18, 2021

Good evening. My name is Sandra Radford, and I reside at 121 Mulberry Drive, Palmyra in the Village at Nahor, located just outside Lake Monticello. It is a 55+ community of approximately 108 homes, both single- and multi-family homes.

The reason I'm speaking concerning this proposed zoning change to Marina Point in Lake Monticello is its potential impact on my community.

At this time, our community is a quite area, ideally suited to retired persons as we grow into our older years. Many of our residents are impacted by both physical and mental impairments. Our community provides us a safe, non-threatening environment steeped in the beauty of nature that surrounds us. We were attracted and bought our homes because of these attributes of the community. One of the first things I bought for our new home was a kitchen organizer that says, "Our Forever Home". Now, I'm not so sure of that statement anymore.

The move to-rezone the Marina-Point properties-from R4 that which provides the developer the ability to put up to 5.5 homes per acre versus 2.9 homes per acre. In the Fluvanna Review published August 16, 2021, Mr. Douglas Miles, Director of Community Development, was asked if the zoning change would apply ONLY to Marina Park. His answer, as recorded in the Review, was that the change might only impact one property today, "However, in the next 10 or 20 years, that may not be the case:".

August 18, 2021

Board of Supervisors Minutes

Conversely, that could be 2-5 years down the road, which brings me to my community's most pressing concern - the development of Garden Village properties just outside Lake Monticello and adjacent to our community. Southern Development is spearheading this initiative.

In a series of resident meetings on August 12, 2021 discussing The Garden Village project with the Southern Development representative, Mr. Charif Soubra, the question was posed as to what exactly, did he mean about the plans " ... as currently zoned ... " in the proposal. He spoke to the restrictions of a R3 zoning. However, he couldn't say how the Marina Point rezoning may impact changing the Garden Village from 2.9 to 5.5 homes per acre. Apparently, there are already many things about the current Garden Village proposal without even considering a precedent that may be set with rezoning of the Marina Point.

For example, recent changes to the Garden Village proposal show a direct third access point into Village Boulevard in The Village at Nahor. That is done by closing off Garden Lane into a cul-de-sac just before Garden Lane would proceed directly pass the Village Boulevard to give other Garden Lane residents and businesses direct egress to Route 53. By the way, those vehicles would be

_redirected into the Garden Village and take them directly through the proposed Townhouse section to Route 53. Imagine the safety of the children darting between those vehicles to get across to their own homes or those of friends on the other side. A copy of the Village Garden - Master Plan and the change thereto, the Road Improvement Plan, are attached to this statement.

The impact to our community is a potential explosion of traffic into our now safe community. At this point, we feel safe to take walks at any time day or night. We can walk our dogs freely without worry of them, or us, being hit by a car.

Circle back to the density change proposed by the Marina Point rezoning. Having once set that precedent on changing R3 from 2.9 to 5.5 homes per acre, there nothing to prevent Southern Development applying for the same rezoning and exacerbating the vehicular traffic in our neighborhood not to mention the strain on the current infrastructure to handling that increase in traffic.

We, the residents of the Village at Nahor, are already fearful of the potential explosion of traffic into our quiet neighborhood. We are very vulnerable in that we are not a physically robust community. Our safety and peace of mind is tantamount to a peaceful existence as we live out our elder years.

We understand that nothing is static. The only thing constant about change is change itself. It will happen. However, we do know that we can control how much and the nature of change. We can better plan for growth by taking time to create the infrastructure to meet the needs first. We can better protect our woodlands and ecosystems. We are the stewards of this world.

We look to you leaders of the community to ensure that change happens to the benefit of all the Fluvanna County residents, especially our most vulnerable, children and seniors.

Everything this Board decides relative to such changes impacts us, usually detrimentally. We have served our country, our various industries in which we worked, our families and neighbors. All we seek is a quiet, secure lifestyle as we continue our walk through the short time left us.

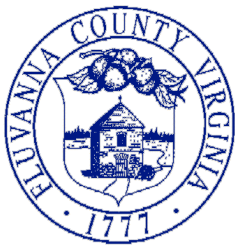
Thank you for your time.

Sandra L. Radford

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

TAB J

MEETING DATE:	September 1, 2021				
AGENDA TITLE:	Raymond James Contract Extension				
MOTION(s):	I move the Board of Supervisors approve the contract extension between Fluvanna County and RAYMOND, JAMES & ASSOCIATES, INC. to provide Services which are necessary to allow for completion of any work undertaken but not completed during the original term of the Existing Contract, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> Per Virginia Code Sec. 2.2-4309(B): "Any public body may 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." Raymond James is currently working on our Financing inquiries and these projects will not be able to be completed prior to the end of their existing contract. This extension will allow these projects to be completed in a timely manner. 				
FISCAL IMPACT:	NA				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	Virginia Code Sec. 2.2-4309(B)				
ENCLOSURES:	Extension Letter				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		



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Anthony P. "Tony" O'Brien
Vice Chair
Rivanna District

Mozell H. Booker
Fork Union District

Patricia B. Eager
Palmyra District

Donald W. Weaver
Cunningham District

COUNTY ADMINISTRATION

Eric M. Dahl
County Administrator

Caitlin Solis
Clerk to the Board

September ____, 2021

Raymond Raymond, James & Associates, Inc.
ATTN: Sean E. Ekiert, CFA, Managing Director
951 East Byrd Street
Richmond, Virginia 23219

Dear Mr. Ekiert,

This letter shall serve as an amendment to the Advisory Services Contract between County of Fluvanna and Raymond James & Associates, Inc. ("Raymond James") dated September 9, 2016 (the "Existing Contract"). Pursuant to this amendment, the termination date provided in Article V, Paragraph A of the Existing Contract shall be revised to allow for an additional final renewal term beginning September 9, 2021 and terminating on June 30, 2022 (the "Final Extension Period"), without any optional renewals beyond that date. Pursuant to the General Terms of the Existing Contract, the County may terminate the Advisory Services Agreement upon thirty (30) days prior written notice ~~to the other~~. Notwithstanding anything to the contrary contained in the Existing Contract, pursuant to Virginia Code 2.2-4309(B), the County of Fluvanna and Raymond James agree that during the Final Extension Period only Services which are necessary to allow for completion of any work undertaken but not completed during the original term of the Existing Contract with renewals which ends on September 8, 2021 shall be undertaken. This Amendment shall be effective as of the date of the County of Fluvanna's signature below.

Except to the extent expressly modified herein, all terms and provisions of the Existing Contract are ratified by the parties and shall remain in full force and effect. The duly authorized representatives of the parties have signed and sealed this letter amendment below.

Eric Dahl, County Administrator
County of Fluvanna

Date

Acknowledged and Agreed to by:

Sean E. Ekiert, CFA, Managing
Director
Raymond James & Associates

Date

Approved as to form:

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

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

TAB K

MEETING DATE:	September 1 , 2021				
AGENDA TITLE:	FY21 Aid to Localities Funding – Fire Department				
MOTION(s):	I move the Board of Supervisors approve the supplemental appropriation of \$7,909 to the FY21 State Fire Program’s Aid to Localities pass-through funding.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Tori Melton, Management Analyst				
PRESENTER(S):	Tori Melton, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Effective June 24, 2021				
DISCUSSION:	<ul style="list-style-type: none"> • Each locality in the Commonwealth receives annual funding to be passed on to the Fire Departments. • Aid to Localities funding is a formula based allocation. So the amount allocated is different each year. • The Commonwealth sends this funding to the County as a direct pass through to the Fire Departments. • For FY21, the funding amount is \$97,909 which is \$7,909 over the budgeted amount of \$90,000. 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the additional revenue and expense.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			



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 \$17,418.00 for the purpose(s) of:
Replacement of corroded / leaking domestic hot and cold water lines in Courts Building

Section 1 - REQUEST

Requesting Department/Agency Public Works PW22-003	Dept/Agency Contact Dale Critzer	Date of Request 08/26/2021
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY22

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

Description of Project/Repair	Qty	Unit Price	Total Price
Replacement of 40 feet of piping	1	\$13,618.00	\$13,618.00
Re-insulating pipes	1	\$1,800.00	\$1,800.00
Contingency for unforeseen issues	1	\$2,000.00	\$2,000.00
			\$0.00

Total Request: **\$17,418.00**

Description and justification for proposed use.

Domestic hot and cold water lines in the downstairs conference room have corroded at the joints and started to leak . Because of the difficult location they will need to be relocated to do repair .

Department/Agency Head Name Assistant Director of Public Works	Signature Dale Critzer <small>Digitally signed by Dale Critzer Date: 2021.08.26 12:16:21 -04'00'</small>	Date 08/26/2021
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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: 2021.08.26 13:28:24 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <small>Digitally signed by Eric Dahl Date: 2021.08.26 13:28:39 -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 M

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of **\$6,975.00** for the purpose(s) of:
Replacement of HVAC unit at Pleasant Grove House

Section 1 - REQUEST

Requesting Department/Agency Public Works PW 2022-002	Dept/Agency Contact Dale Critzer	Date of Request 08/16/2021
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY22

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

Description of Project/Repair	Qty	Unit Price	Total Price
Daikin 3 Ton Multi-Split Heat Pump	1	\$4,975.00	\$4,975.00
Materials to complete replacement	1	\$1,000.00	\$1,000.00
Contingency for unforeseen issues	1	\$1,000.00	\$1,000.00
			\$0.00
Total Request:			\$6,975.00

Description and justification for proposed use.

One of the HVAC units at the Pleasant Grove House has failed and will need replacement .

Department/Agency Head Name Assistant Director of Public Works	Signature <i>Dale Critzer</i> <small>Digitally signed by Dale Critzer Date: 2021.08.16 09:49:19 -04'00'</small>	Date 08/16/2021
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Section 2 - REVIEW

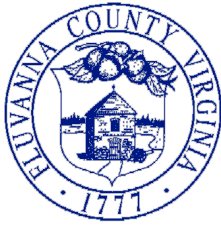
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director <i>Eric Dahl</i> <small>Digitally signed by Eric Dahl Date: 2021.08.24 10:50:59 -04'00'</small>	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator <i>Eric Dahl</i> <small>Digitally signed by Eric Dahl Date: 2021.08.24 10:51:11 -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
MEETING PACKAGE ATTACHMENTS**

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input checked="" type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	



COUNTY OF FLUVANNA

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MEMORANDUM

Date: September 1, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 Capital Reserve Balances

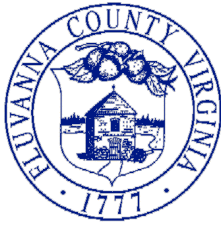
The FY22 Capital Reserve account balances are as follows:

County Capital Reserve:

FY21 Carryover	\$387,085
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$587,085
Add: Closed CRM Project	\$155
Less: Courts Building Sally Port Door – 08.04.21	-\$7,185
FY22 Available:	\$580,055

Schools Capital Reserve:

FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$530,159
Add: Closed CRM Project – 06/30/2021	\$1,096
FY22 Available:	\$531,255



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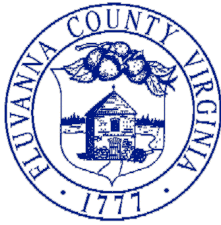
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MEMORANDUM

Date: September 1, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 BOS Contingency Balance

The FY22 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$163,898
Available:	\$163,898



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MEMORANDUM

Date: September 1, 2021
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY21 Year End (Unaudited) Unassigned Fund Balance:	\$7,615,939
Current (Unaudited) Unassigned Fund Balance:	\$7,615,939

*Audited FY21 Year End Unassigned Fund Balance will be available upon completion of the FY21 Comprehensive Annual Financial Report

