



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

May 2, 2018, at 4:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
	None
7	ACTION MATTERS
M	Columbia Property Donation – Steven M. Nichols, County Administrator
Mc	Update Procurement Policies and Procedures Manual—Cyndi Toler, Purchasing Officer
N	Burn Building Design/Build Project—Cyndi Toler, Purchasing Officer
	Formal Adoption of Regional Natural Hazard Mitigation Plan – 2017 Update—Debbie Smith,
O	Emergency Services Coordinator
P	Farm Heritage Museum Amendment #2—Cyndi Toler, Purchasing Officer
8	PRESENTATIONS (normally not to exceed 10 minutes each)
Q	Political District Road Index—Joyce Pace, Registrar
R	Construction Waste Containment—James Newman, Planner
S	Social Services Focus Group Report—Kim Mabe, Director of Social Services
T	TJPDC Rural Long Range Transportation Program---Kristian Zimmerman, TJPDC
U	FY19 Budget and Health Insurance Update – Mary Anna Twisdale, Management Analyst
9	CONSENT AGENDA
V	Minutes of April 4, 2018—Kelly Belanger Harris, Clerk to the Board
W	Minutes of April 11, 2018—Kelly Belanger Harris, Clerk to the Board
XYZ	Staff Project Bonus (Harris) - Steve Nichols, County Administrator
A	Temporary Staff Compensation for Additional Duties (Pieno) – Aaron Spitzer, Parks & Recreation Director
B	Temporary Staff Compensation for Additional Duties (Payne) – Aaron Spitzer, Parks & Recreation Director
C	Staff Performance Raise (Dahl) - Steve Nichols, County Administrator
D	eConnect Direct User Agreement—Eric Dahl, Deputy County Administrator/Finance Director

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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.*

- E E911 Radio Project: Radio Communications System Use Memorandum of Agreement with Lake Monticello Owners Association and Lake Monticello Police Department—Cyndi Toler, Purchasing Officer
- F Trane U.S., Inc. Energy Performance Contract Addendum 1—Cyndi Toler, Purchasing Officer
- G FY19 CSA Provider Agreement—Bryan Moeller, CSA Coordinator

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)**13 – CLOSED MEETING**

TBD

14 – ADJOURN


Digitally signed by Steven
M. Nichols
Date: 2018.04.27 08:55:50
-04'00'

County Administrator Review

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PLEDGE OF ALLEGIANCE

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

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

2018-2019 STRATEGIC INITIATIVES AND ACTIONS

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Acceptance of donation of land in Columbia				
MOTION(s):	I move that the Board of Supervisors accept the donation of an interest in Tax Map Parcel 54A 1 62A (sometimes known as the “Rock House Parcel”) from the estate of the late Katherine Cabell (Morris) Schoew and to exonerate and release all claims for real estate taxes relating to the said parcel.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Fred Payne, County Attorney, and Steve Nichols, County Administrator				
PRESENTER(S):	Fred Payne, County Attorney				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>As part of the recent acquisition of flood prone parcels in the former Town of Columbia, the County considered acquiring this property. However, it was decided that obtaining clear title to the property as required by the terms of the Federal grant would be prohibitively expensive and difficult.</p> <p>The property was acquired by James Alston Cabell in 1927. In the same year, by deed recorded in Deed Book 17, page 185, Cabell conveyed the property to the Trustees of the Columbia Masonic Lodge, subject to reverter to Cabell or his estate in the event that the property ever ceased to be used by Masonic purposes.</p> <p>In 1996, the Lodge discontinued its use of the building, and the property reverted to the estate of Cabell under his will recorded in Will Book 4, page 8, by which all of his real estate was devised to his widow for life, remainder his three daughters, one of whom was the late Mrs. Schoew’s mother, namely Katherine Cabell Morris.</p> <p>Mrs. Schoew acquired her mother’s one-third interest in the property under her mother’s will, which is recorded in Will Book 71, page 1644, in the City of Virginia Beach.</p> <p>Any remaining interest of the Lodge was quitclaimed to “all the known living heirs of James Alston Cabell”, including Mrs. Schoew, in 1996 by deed recorded in Deed Book 296, page 578.</p>				
FISCAL IMPACT:	The dollar value of the property is very small, although it may be useful to the County in connection with the other properties acquired under the Federal grant.				

	The uncertainty of the ownership of the other interests in the property, together with its location in the flood plain, impairs its marketability, which is practically negligible, and the outstanding taxes (\$1,035.95) are of dubious collectability.				
POLICY IMPACT:	See above.				
LEGISLATIVE HISTORY:	See above.				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	5/2/2018				
AGENDA TITLE:	Update Procurement Policies and Procedures Manual				
MOTION(s):	I move for the Board of Supervisors to adopt the revised Fluvanna County Design-Build ("D/B") Procedure, being a part of the Procurement Policies and Procedures Manual, effective May 2, 2018.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):					
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The County's current Design-Build procedures required updating in order to align with changes to the Code of Virginia. The current Design-Build procedures were adopted in May 2012; and amended in August 2016. This policy Chapter 7 of the Procurement Policies and Procedures Manual. No other chapters are being changed at this time.</p> <p>Most changes are based on references to state code and do not affect the actual procedure. 2 significant changes are:</p> <ul style="list-style-type: none"> 7-3.2. Prior to taking any action, the County shall request authority, in writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals. Approval of or exceptions to this procedure may be granted by the purchasing agent, who is the approving authority for requests to use D-B procedures. 7-5.1.2.b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County's Virginia Construction Contracting Officer ("VCCO") Purchasing Agent, and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed. 				

FISCAL IMPACT:	None				
POLICY IMPACT:	Design-Build procedures need to be updated to reflect Virginia Code.				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Fluvanna County Procurement Policies and Procedures Manual- Revised				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX		



PROCUREMENT POLICIES AND PROCEDURES MANUAL

County of Fluvanna

Adopted by BOS - August 17, 2016

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STATEMENT OF PURPOSE

1. Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Virginia General Assembly is set forth in the Virginia Public Procurement Act (Code of Virginia Section 2.2-4300 *et seq.*):

"To the end that public bodies in the Commonwealth obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business, and that no offeror be arbitrarily or capriciously excluded, it is the intent of the General Assembly that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that individual public bodies enjoy broad flexibility in fashioning details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and that purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered."

2. Fluvanna County intends, through these Procurement Policies and Procedures, to assure fair and equitable treatment of all persons involved in the procurement process, the best quality and price for products and services and to protect the assets and funds of Fluvanna County while meeting the requirements of any applicable Federal, State and Local laws, rule, regulations and policies.

3. This policy, which includes the statement of purpose, Chapters 1 to 7 and Appendix I, may be cited as the County of Fluvanna Procurement Policies and Procedures, and is herein referred to as the "Policy".

Chapter 1

GENERAL PROCUREMENT POLICY

1-1. GENERAL PROVISIONS

1-1.1. Application: The County of Fluvanna Procurement Policies and Procedures, which includes the statement of purpose, Chapters 1 to 7 and the Appendix I, (hereinafter referred to as the “**Policy**”) applies to all purchases, contracts, agreements and the like for the procurement of goods, professional and nonprofessional services, insurance, construction or otherwise entered into by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “**County**”). This Policy is established by official action of the Fluvanna County Board of Supervisors (hereinafter referred to as the “**Board**”). Bidders and Contractors or their authorized representatives are expected to inform themselves fully as to this Policy before submitting Bids to and/or entering into any Contract with the County.

1-1.2. Definitions: The definitions of Virginia Code Section 2.2-4301 are specifically incorporated herein by reference and as used in this Policy, whether capitalized or not, any of such defined terms have the same meaning as defined thereunder, such terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in this Policy, 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 this Policy 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 this Policy and where appropriate includes the term “Offeror” and/or “Vendor”.

c. Contract - Any contract or agreement for the procurement of services or goods 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.

- g. County Administrator - The Fluvanna County Administrator.
- h. County Attorney - The Fluvanna County Attorney.
- i. 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, see Chapter 4 of this Policy. 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.
- j. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions") – The General Terms, Conditions and Instructions to Bidders and Contractors included in this Policy as Appendix 1 which shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is a party.
- k. His - Any references to "his" shall include his, her, their, or its as appropriate.
- l. 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.
- m. Purchasing Officer - The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- n. 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.
- o. Small Purchasing Procedures - The County's Small Purchasing Procedures, being Chapter 4 of this Policy, 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.
- p. 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, 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.

q. State - The Commonwealth of Virginia.

1-1.3. Effective Date: Contracts entered into prior to passage of this Policy shall continue to be governed by procurement policy of the County and the County, State or Federal, laws, ordinances, rules and regulations in effect at the time those contracts were executed.

1-1.4. References to Law: This Policy adopts and incorporates by reference the Virginia Public Procurement Act ("VPPA"), Virginia Code Section 2.2-4300 *et seq.* Any reference to Virginia Code herein refers to and incorporates by reference the current adopted statute as such may be amended or replaced by any statute dealing with the same or similar subject. This Policy is meant to confirm and comply in every respect with the VPPA and with all other applicable laws, regulations, ordinances and rules and if this Policy conflicts in any way with the same, then this Policy shall be considered to be automatically amended, without action by the County, to conform to the VPPA or other applicable law, regulation, ordinance or rule.

When the procurement involves the expenditure of Federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation which is not reflected in this Policy.

Pursuant to Virginia Code Section 2.2-4343(B), where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of the VPPA or this Policy, the County may comply with such federal requirements, notwithstanding the provisions of the VPPA or this Policy, only upon the written determination of the Board that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of the VPPA or this Policy in conflict with the conditions of the grant or contract.

1-1.5. Severability: If any provision of this Policy or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

1-2. AUTHORITY AND DELEGATION TO PURCHASING AGENT

1-2.1. Authority of the Board of Supervisors: Except as specifically delegated to the Purchasing Agent herein, the Board shall be responsible for approving all purchases and contracts for the procurement of goods, services, insurance and construction.

1-2.2. Delegation of Authority to Purchasing Agent: 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 this Policy, as well as the management and disposal of items that are determined to be surplus property of the County. 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").

1-2.3. Delegation of Authority Generally: Except as specifically permitted under this Policy, unless specifically delegated by the Board in writing, 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.

1-2.4. Communications to Purchasing Officer: 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 only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

1-3. OFFICE OF THE PURCHASING AGENT

1-3.1. Establishment and Appointment: The purchasing system shall operate under the direction and supervision of the Purchasing Agent, in accordance with the provisions in this Policy.

1-3.2. Responsibilities of Purchasing Agent: In accordance with this Policy the Purchasing Agent shall:

- a. Oversee and implement this Policy;
- b. Purchase or supervise the purchase of all goods, services, insurance and construction, needed by the County, consistent with his authority under Section 1-2 of this Chapter 1;
- c. Exercise direct supervision over the County's supplies, inventories, vehicles, surplus, goods and other items belonging to the County;
- d. Sell, trade, donate or otherwise dispose of goods belonging to the County consistent with the County's Surplus Policy, Chapter 3 of this Policy;
- e. Purchase or supervise the purchase of all goods, services, insurance and construction,

needed by the County, under the Small Purchasing Procedures; and

f. Establish and maintain programs for specification development, contract administration, inspection, and acceptance, in cooperation, with the department or agency of the County that has requested the goods, services, insurance or construction.

1-3.3. Powers of the Purchasing Agent: The Purchasing Agent shall have the power to:

a. Delegate any of his authorities, as limited by Section 2-1 *supra*, in writing, to other County employees, if such delegation is deemed necessary or efficient for the effective procurement of those items provided such delegation specifically identifies the scope of such employees authority;

b. Establish and promulgate procedures to carry out the provisions of this Policy;

c. Secure for the County the benefits of research done in the field of purchasing by other governmental jurisdictions, national societies, national trade associations, and private businesses and organizations; and

d. Maintain a current file of sources of goods, services, insurance and construction to be known as a “Bidder List” on which vendors can request to be included.

1-4. COOPERATIVE PROCUREMENT

1-4.1. Cooperative Procurement Generally: Consistent with the authority granted by Virginia Code Section 2.2-4304, the County may participate in, sponsor, conduct, or administer cooperative procurement agreements on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. The County may purchase from another public body's contract even if it did not participate in the Solicitation, if the Solicitation specified that the procurement was being conducted on behalf of other public bodies, except for: (1) Contracts for architectural or engineering services; or (2) Construction in excess of \$200,000 by the County from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the County. Nothing in this subdivision shall be construed to prohibit sole source or emergency procurements awarded pursuant to subsections E and F of Virginia Code Section 2.2-4303.

1-4.2. Effect of Alternative Policies: If the County enters into a cooperative procurement agreement with a county, city, or town whose governing body has adopted alternative policies and procedures pursuant to subdivisions A 9 and 10 of Virginia Code Section 2.2-4343 then the County shall comply with the alternative policies and procedures adopted by the governing body of such county, city, or town.

1-5. PREQUALIFICATION OF BIDDERS

1-5.1. Purchasing Agent Authorized to Prequalify Bidders: Pursuant to Virginia Code Section 2.2-4317, the Purchasing Agent is authorized to prequalify prospective contractors for particular types of supplies, services, insurance or construction; and, if so determined to be in the County's best interests by the Purchasing Agent, the Purchasing Agent may limit the consideration of bids or proposals to prequalified contractors.

1-5.2. Prequalification Process: Prequalification of prospective contractors for construction by a the County shall be pursuant to the following prequalification process for construction projects:

a. The application form used in the Prequalification Process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection D of Virginia Code Section 2.2-4342.

b. In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

c. At least thirty (30) days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

d. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision as provided in Virginia Code Section 2.2-4357.

1-5.3. Denial: The County may deny prequalification to a contractor only if the County finds one or more of the following:

a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the

contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the construction project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting;

f. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and/or

g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to Section 1-5.1 through f *supra*.

1-5.4. Exemption: The provisions of sections 1-5.2 and 3 shall not apply to prequalification for contracts let under Virginia Code Section 33.1-12.

1-6. THE PROCUREMENT PROCESS GENERALLY

1-6.1. Methods of Procurement: Pursuant to Virginia Code Section 2.2-4303:

a. Generally: All contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation, as defined by the VPPA, unless otherwise authorized by law.

b. Competitive Negotiation of Professional Services: Professional services shall be procured by competitive negotiation.

c. Competitive Negotiation of Other Than Professional Services: Upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

Upon a written determination made in advance by the County, that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services by "competitive negotiation, see Section 1-6.1.b below. The basis for this determination shall be documented in writing.

d. Competitive Sealed Bidding of Construction: Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used where specifically allowed under subsection D of Virginia Code Section 2.2-4303 AND upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

e. Sole Source Procurement: Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The County shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, the County may publish in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first.

f. Emergency Purchases: In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The County shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the County awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable.

g. Small Purchasing Procedures: As authorized under Virginia Code Section 2.2-4303(G) and (H), the County has adopted Small Purchasing Procedures; see Chapter 4 of this

Policy.

h. Public Auction: Upon a determination made in advance by the County and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

i. Reverse Auctioning: The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

1-6.2. Competitive Negotiation: Any Competitive Negotiation of the County must meet the specific requirements of the VPPA, as such is term is specifically defined in Virginia Code Section 2.2-4301, and must include the following elements:

a. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the contractor;

b. Public notice of an RFP at least ten (10) days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website or other appropriate websites. Additionally, the County shall publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request; and

c. As appropriate or required by law, either:

(1) For procurement of professional services: The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The RFP shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the County shall select in the order

of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the County may award contracts to more than one offeror.

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

A contract for architectural or professional engineering services relating to construction projects may be negotiated by a County, for multiple projects provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the RFP, and (iii) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this paragraph, whichever occurs first. Such contract may be renewable for four (4) additional one-year terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in one contract term shall not exceed \$500,000; and (c) the project fee of any single project shall not exceed \$100,000. Any unused amounts from the first contract term shall not be carried forward to the additional term. Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the RFP so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.

Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract; or

(2) For Procurement of other than professional services: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully

qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

1-6.3. Competitive Sealed Bidding: Any Competitive Sealed Bidding, a method of procurement for other than professional services, of the County must meet the specific requirements of the VPPA, as such is term is specifically defined in Virginia Code Section 2.2-4301, and must include the following elements:

a. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. Unless the County has provided for prequalification of bidders, the IFB shall include a statement of any requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an IFB may be issued requesting the submission of unpriced offers to be followed by an IFB limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation;

b. Public notice of the Invitation to Bid at least ten (10) days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website or other appropriate websites. In addition, the County may publish in a newspaper of general circulation. In addition, bids may be solicited directly from potential contractors on the Bidder List maintained by the Purchasing Agent; AND any additional solicitations shall include businesses selected from a list made available by the Department of Minority Business Enterprise;

c. Public opening and announcement of all bids received;

d. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability; and

e. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the IFB, awards may be made to more than one bidder.

1-6.4. Competitive Bidding or Competitive Negotiation on State-Aid Projects: Pursuant to Virginia Code Section 2.2-4305 and 2.2-4345(B), no contract for the construction of any building or for an addition to or improvement of an existing building by the County or agency thereof for which state funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under subsection D of Virginia Code Section 2.2-4303. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to the VPPA.

1-6.5. Bulletin Board: The Purchasing Agent shall post pending purchases or sales by notice in the appropriate public bulletin board and on the County's website.

1-6.6. Exemptions from Competition for certain Transactions:

a. Persons with Disabilities and Legal Services: Pursuant to Virginia Code Section 2.2-4344, the County may enter into contracts without competition for:

(1) The purchase of goods or services that are produced or performed by: (a) Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired; or (b) Employment services organizations that offer transitional or supported employment services serving individuals with disabilities; and

(2) The purchase of legal services, provided that the pertinent provisions of Virginia Code Section 2.2-500 *et seq.* remain applicable, or expert witnesses or other services associated with litigation or regulatory proceedings.

b. Election Materials: Pursuant to Virginia Code Section 2.2-4346, the County is exempt from the requirements of Articles 1, 2, and 5 of the VPPA (Virginia Code Sections 2.2-4300 to 4342 and 2.2-4357- to 4366) and the corresponding provisions of this Policy, in contracting for certain essential election materials and services pursuant to Virginia Code Section 24.2-602.

c. Utility Operators. Pursuant to Virginia Code Section 2.2-4343(A)(13), if the County is also a utility operator, then the County may purchase services through or participate in contracts awarded by one or more utility operators that are not public bodies for utility marking services as required by the Underground Utility Damage Prevention Act, Virginia Code Section 56-265.14 *et seq.* A purchase of services hereunder may deviate from the VPPA and this Policy only upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, and the contract is awarded based on competitive principles.

1-6.7. Exemptions from Competitive Sealed Bidding and Competitive Negotiation for Certain Transactions: Under the following circumstances the County may enter into contracts without competitive sealed bidding or competitive negotiation:

a. For insurance or electric utility services if purchased through an association of which the County is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided that the County has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination; and

b. In administering public assistance and social services programs as defined in Virginia Code Section 63.2-100, community services boards as defined in Virginia Code Section 37.2-100, or when purchasing services under the Comprehensive Services Act for At-Risk Youth and Families (Virginia Code Section 2.2-5200 *et seq.*) or the Virginia Juvenile Community Crime Control Act (Virginia Code Section 16.1-309.2 *et seq.*) for goods or personal services for direct use by the recipients of such programs if the procurement is made for an individual recipient. However, contracts for the bulk procurement of goods or services for the use of recipients shall not be exempted from the requirements of the VPPA and this Policy.

1-6.8. Conditions of Bidding: The General Terms, Conditions and Instructions to Bidders and Contractors, Appendix I to this Policy, is incorporated in its entirety into this Policy by reference and **MUST** be attached to and incorporated by reference into every Solicitation and Contract of the County.

1-6.9. Contract Pricing Arrangement: Pursuant to Virginia Code Section 2.2-4331, contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis not prohibited by law; however, except in case of emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. A Policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

1-6.10. Multi-Term Contracts: Unless otherwise provided by law, a contract for goods, services or insurance may be entered into for any period of time deemed to be in the best interest of the County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled without liability to the County.

1-6.11. Energy Forward Pricing Mechanisms: Pursuant to Virginia Code Section 2.2-4329.1:

a. As used in this Section 1-6.11, unless the context requires a different meaning:

(1) "Energy" means natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source except electricity; and

(2) "Forward pricing mechanism" means either: (i) a contract or financial instrument that obligates the County to buy or sell a specified quantity of energy at a future date at a set price or (ii) an option to buy or sell the contract or financial instrument.

b. Notwithstanding any other law to the contrary but subject to available appropriation, the County may use forward pricing mechanisms for budget risk reduction.

c. Forward pricing mechanism transactions shall be made only under the following conditions: (a) the quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for the County for the same period, which shall not exceed 48 months from the trade date of the transaction; and (b) a separate account shall be established for operational energy for the County.

d. Before exercising the authority under this subsection 1-6.11, the County shall develop written policies and procedures governing the use of forward pricing mechanisms and disclosure of the same to the public.

e. Before exercising authority under subsection 1-6.11.a, the County shall establish an oversight process that provides for review of the County's use of forward pricing mechanisms. The oversight process shall include internal or external audit reviews; annual reports to, and review by, an internal investment committee; and internal management control.

1-6.12. Deposit of Certain Retained Funds on Certain Contracts: Pursuant to Virginia Code Section 2.2-4334:

a. When contracting directly with contractors for contracts of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, the Bid Proposal shall include an option for the contractor to use an escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the proposal documents. In the event the contractor elects to use the escrow account procedure, **the escrow agreement form included in the Bid Proposal and Contract** shall be executed and submitted to the County within fifteen (15) calendar days after notification. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

b. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the State. The escrow agreement and all regulations adopted by the County entering into the contract shall be substantially the same as that used by the Virginia Department of Transportation.

c. This section 1-6.12 shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

d. Any such contract for construction with the County, which includes payment of interest on retained funds, may require a provision whereby the contractor, exclusive of

reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

e. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section; and any contract with the Contractor shall include language that any subcontracts shall be subject to the provisions of this Section 1-6.12.

1-6.13. Bid Bonds: Pursuant to Virginia Code Section 2.2-4336:

a. Except in cases of emergency, all bids or proposals for nontransportation-related construction contracts in excess of \$500,000 or transportation-related projects authorized under Virginia Code Section 33.1-12 that are in excess of \$250,000 and partially or wholly funded by the State shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in the State, as a guarantee that if the contract is awarded to the bidder, he will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent (5%) of the amount bid.

b. For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with subsection 1-5 of this Chapter *supra*.

c. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

d. Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for nontransportation-related projects or \$250,000 for transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State.

1-6.14. Performance and Payment Bonds: Pursuant to Virginia Code Section 2.2-4337:

a. Except as provided in Section 1-6.14.h below, upon the award of any (i) construction contract exceeding \$500,000 awarded to any prime contractor; (ii) construction contract exceeding \$500,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned or leased by the County; (iii) construction contract exceeding \$500,000 in which the performance of labor or the furnishing of materials will be paid with County funds; or (iv) transportation-related projects exceeding \$350,000 that are partially or wholly funded by the Commonwealth, the contractor shall furnish to the County the following bonds:

(1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under Virginia Code Section 33.1-12, such bond shall be in a form and amount satisfactory to the County.

(2) A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. For transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State, such bond shall be in a form and amount satisfactory to the County. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with Virginia Code Section 2.2-4317.

c. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia.

d. Bonds required for the contracts shall be payable to the County.

e. Each of the bonds shall be filed with the Purchasing Agent.

f. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below \$500,000 for nontransportation-related projects or \$350,000 for transportation-related projects authorized under Virginia Code Section 33.1-12 and partially or wholly funded by the State.

g. Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

h. The performance and payment bond requirements of Section 1-6.14.a.(1) *supra* for transportation-related projects that are valued in excess of \$250,000 but less than \$350,000 may be waived by the County if the bidder provides evidence, satisfactory to the County, that a surety company has declined an application from the contractor for a performance or payment bond.

1-6.15. Alternative Forms of Security: Pursuant to Virginia Code Section 2.2-4338, upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond, a bidder may: (i) furnish a certified check or cash escrow in the face amount required for the bond in lieu of a bid, payment, or performance bond; or (ii) ,if approved by the County Attorney, furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond.

1-6.16. Bonds for Other than Construction Contracts: Pursuant to Virginia Code Section 2.2-4339, at the discretion of the Purchasing Agent, the County may require bid, payment or performance bonds for contracts for goods or services if provided in the IFB or RFP.

1-6.17. Action on Performance Bonds: Pursuant to Virginia Code Section 2.2-4340, no action against the surety on a performance bond shall be brought unless brought within one (1) year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty that gave rise to the action.

1-6.18. Action on Payment Bonds: Pursuant to Virginia Code Section 2.2-4341:

a. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the furtherance of work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of ninety (90) days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due him for the labor or material. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials 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 contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor 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 subsection 1-6.18.b.

c. Any action on a payment bond must be brought within one (1) year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. A person may waive the their right to sue on the payment bond required by this subsection 1-6.18, but such waiver shall be void UNLESS it is: (i) in writing; (ii) it is signed by the person whose right is waived; and (iii) it is executed after such person has performed labor or furnished material in accordance with the contract documents.

1-7. CONTRACTS GENERALLY

1-7.1. Required Contract Terms: The General Terms, Conditions and Instructions to Bidders and Contractors, Appendix I to this Policy, is incorporated in its entirety into this Policy by reference and MUST be incorporated by reference into every contract to which

the County is a party.

1-7.2. Contracts Approved by County Attorney: All Contracts must be approved as to form by the County Attorney pursuant to Virginia Code Section 15.2-1237.

1-7.3. Contracts to be Filed with County Treasurer: A copy of each long-term contract shall be filed with the County Treasurer pursuant to Virginia Code Section 15.2-1237.

1-7.4. Unauthorized Purchases & Contracts:

a. Whenever any officer or employee of the County purchases or contracts for any supplies or services contrary to the provisions of this Policy, such purchases or contract shall be void and shall not be considered to be an obligation of the County.

b. Any County officer or employee making or approving a purchase contrary to the provision of this Policy shall be personally liable for the costs of such purchases or contract. If already paid out of the County funds, the amount thereof may in the name of the County, be recovered by deduction from that person's compensation or an appropriate legal action instituted.

c. **ONLY** the Board or County Purchasing Agent, and only consistent with the authority granted under Section 1-2 of this Chapter, or their designee shall have the authority to execute a contract. Any contract that has been signed by another officer of the County shall be nullified relinquishing the County of any obligations owed or implied to the Contractor.

1-8. DISCRIMINATION PROHIBITED; PARTICIPATION OF SMALL, WOMEN-, MINORITY-, AND SERVICE DISABLED VETERAN-OWNED BUSINESSES

1-8.1. Definitions: The words defined in Virginia Code Section 2.2-4310 shall have the meanings set forth therein throughout this Section 1-8 and incorporated herein by reference.

1-8.2. Discrimination Prohibited: In the solicitation or awarding of contracts, the County shall not discriminate against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise.

1-8.3. Participation of Small, Women-, Minority- and Service Disabled Veteran-owned Business: The County desires to facilitate the participation of small businesses and businesses owned by women, minorities, and service disabled veterans in procurement transactions and it is the policy of the County that the Purchasing Agent shall establish programs consistent with this Section 1-8 and further shall cooperate with state and federal agencies to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of County. The Purchasing Agent shall assist any such business in understanding any Solicitation or completing a Bid or Proposal.

1-8.4. Contracts with Faith-Based Organizations: Pursuant to Virginia Code § 2.2-4343.1:

a. In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the County is authorized to enter into contracts with faith-based organizations for the purposes described in this section 1-8.4 on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.

b. 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. In procuring goods or services, or in making disbursements pursuant to Virginia Code Section 2.2-4343.1, the County shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in section 1-8.4.a below, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

c. A faith-based organization contracting with the County (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the County. Nothing in section 1-8.4.c shall be construed to supersede or otherwise override any other applicable state law.

d. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with the County shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.

e. Nothing in this section 1-8.4 shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 *et seq.*), to employ persons of a particular religion.

f. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or

disbursements from an alternative provider. The County shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization a notice in bold face type that states: "Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

1-9. APPEALS AND REMEDIES FOR BIDDERS

1-9.1. Ineligibility and Debarment of Bidder, Offeror or Contractor: See Chapter 2 of this Policy.

1-9.2. Appeal of Denial of Withdrawal of Bid: Pursuant to Virginia Code Virginia Code Section 2.2-4358:

a. The County's decision to deny withdrawal of Bid shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in Virginia Code Section 2.2-4364.

b. If no Bid bond was posted, a Bidder refused withdrawal of a Bid under the provisions of this Policy (see General Conditions, paragraph 8), prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the Bid sought to be withdrawn and the next low Bid. Such security shall be released only upon a final determination that the Bidder was entitled to withdraw the Bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the Bid was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, the sole relief shall be withdrawal of the bid.

1-9.3. Determination of Non-Responsibility: Pursuant to Virginia Code Section 2.2-4359:

a. Following public opening and announcement of bids received on an IFB, the County shall evaluate the bids in accordance with Section 1-6.3.d of this Chapter 1. At the same time, the County shall determine whether the apparent low bidder is responsible. If the County so determines, then it may proceed with an award in accordance with Section 1-6.3.e of this Chapter 1. If the County determines that the apparent low bidder is not responsible, it shall proceed as follows:

(1) Prior to the issuance of a written determination of nonresponsibility, the County shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii)

disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

(2) Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The County shall issue its written determination of responsibility based on all information in the possession of the County, including any rebuttal information, within five (5) business days of the date the County received the rebuttal information. At the same time, the County shall notify, with return receipt requested, the bidder in writing of its determination.

(3) Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by instituting legal action as provided in Virginia Code Section 2.2-4364.

b. The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.

c. If, upon appeal pursuant to Virginia Code Section 2.2-4364, it is determined that the decision of the County was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question or directed award as provided in subsection A of Virginia Code Section 2.2-4364 or both.

If it is determined that the decision of the County was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the IFB, and an award of the contract has been made, the relief shall be as set forth in subsection B of Virginia Code Section 2.2-4360.

d. A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under the provisions of Virginia Code Section 2.2-4360.

e. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

1-9.4. Protest of Award or Decision to Award: Pursuant to Virginia Code Section 2.2-4360-4362:

a. Any Bidder who desires to protest the award or decision to award a Contract by the

County, shall submit such protest in writing to the Board or the Purchasing Agent, no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. Public notice of the award or the announcement of the decision to award shall be given by the County in the manner prescribed in the terms or conditions of the Solicitation. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract as provided in Virginia Code Section 2.2-4303. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Virginia Code Section 2.2-4342, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Virginia Code Section 2.2-4342, or at such later time as provided in this section. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The County shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Virginia Code Section 2.2-4364. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the Solicitation.

b. If prior to actual award it is determined that the pending decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the Contract may be enjoined by the County. Where the award has been made and performance has begun, the County may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits or any other losses, compensation or other costs or fees not specifically noted herein.

c. When the County or the Purchasing Agent, or any appeals board created by the Board, after a hearing held following reasonable notice to all Bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 6 of the VPPA (Virginia Code Section 2.2-4367 *et seq.*) the County or Purchasing Agent, or any appeals board created by the Board, may enjoin the award of the contract to a particular Bidder.

d. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this Article shall not be affected by the fact that a protest or appeal has been filed.

e. An award need not be delayed for the period allowed a Bidder or Offeror to protest,

but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination by the County that proceeding without delay is necessary to protect the public interest or unless the Bid would expire.

1-10. ETHICS IN PUBLIC CONTRACTING

1-10.1. Purpose: This Section 1-10 adopts the ethics provisions of Article 6 of the VPPA, Virginia Code Sections 2.2-4367 *et seq.*, as amended, and pursuant to Virginia Code Section 2.2-4367 the provisions of this Article supplement, but shall not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code Section 2.2-3100 *et seq.*), the Virginia Governmental Frauds Act (Virginia Code Section 18.2-498.1 *et seq.*), and Articles 2 (Virginia Code Section 18.2-438 *et seq.*) and 3 (Virginia Code Section 18.2-446 *et seq.*) of Chapter 10 of Title 18.2. The provisions of this Article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

1-10.2. Definitions: Pursuant to Virginia Code Section 2.2-4368, the words defined in this section shall have the meanings set forth below throughout this Section 1-10:

a. "Immediate family" means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

b. "Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

c. "Pecuniary interest arising from the procurement" means a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (Virginia Code Section 2.2-3100 *et seq.*).

d. "Nominal Value" means five dollars (\$5.00) or less.

e. "Procurement transaction" means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

f. "Public employee" means any person employed by the County, including elected officials or appointed members of governing bodies.

1-10.3. Proscribed Participation by Employees in Procurement Transactions: Pursuant to Virginia Code Section 2.2-4369, except as may be specifically allowed by subdivisions A 2, 3 and 4 of Virginia Code Section 2.2-3112, no employee having official responsibility for a procurement transaction shall participate in that transaction of behalf of the County when the employee knows that:

- a. The employee is contemporaneously employed by a bidder, Offeror, or contractor involved in the procurement transaction;
- b. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, Offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
- c. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- d. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with the bidder, Offeror or contractor.

1-10.4. Prohibition on Solicitation or Acceptance of Gifts; Gifts by Bidders, Offerors, Contractor or Subcontractors Prohibited: Pursuant Virginia Code Section 2.2-4371:

- a. No County employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The County may recover the value of anything conveyed in violation of this subsection.
- b. No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

1-10.5. Disclosure of Subsequent Employment: Pursuant to Virginia Code Section 2.2-43790, no County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, Offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by The County, unless the employee or former employee provides written notification to the Board or the Purchasing Agent, or both prior to commencement of employment by that bidder, Offeror or contractor.

1-10.6. Kickbacks: Pursuant to Virginia Code Section 2.2-4372:

- a. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

c. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.

d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the County and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

1-10.7. Participation in bid preparation; limitation on submitting bid for same procurement: Pursuant to Virginia Code section 2.2-4373, no person who, for compensation, prepares an IFB or RFP for or on behalf of the County shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

1-10.8. Purchase of Building Materials, etc., from Architect or Engineer Prohibited: Pursuant to Virginia Code Section 2.2-4374:

a. No building materials, supplies or equipment for any building or structure constructed by or for a the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in Virginia Code Section 2.2-3101.

b. No building materials, supplies or equipment for any building or structure constructed by or for a the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in Virginia Code Section 2.2-3101.

c. The provisions of subsections 1-10.8.a and b *supra* shall not apply in cases of emergency.

1-10.9. Misrepresentations Prohibited: Pursuant to Virginia Code Section 2.2-4376, no County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or

fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

1-10.10. Certification of Compliance Required; Penalty for False Statements: Pursuant to Virginia Code Section 2.2-4375:

a. The County requires employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions, a written certification that they complied with the provisions of Virginia Code Section 2.2-4367-4377.

b. Any employee required to submit a certification as provided in section 1-10.10.b *supra* who knowingly makes a false statement in such certification shall be punished as provided in section 1-10.11 below.

1-10.11. Penalty for Violation: Pursuant to Virginia Code Section 2.2-4377, upon conviction of a willful violation of ethics in the public contracting provisions under the VPPA, any employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

Chapter 2

DEBARMENT POLICY

Pursuant to Virginia Code §§ 2.2-4357 and 2.2-4321 the County has adopted the following ineligibility and debarment procedure:

2-1. INELIGIBILITY NOTICE

Any Bidder, Offeror or Contractor suspended, refused permission to participate, or disqualified from participation, in any Solicitation or Contracts by the County (“disbarred”) for any cause including non-responsibility shall be notified in writing. Prior to the issuance of a written determination of disbarment, the County shall:

2-1.1. Notify the Bidder or Contractor in writing of the results of the evaluation;

2-1.2. Disclose the factual support for the determination; and

2-1.3. Allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.

2-2. REBUTTAL

Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The County shall issue its written determination of disqualification or ineligibility based on all information in the possession of the County, including any rebuttal information, within five (5) business days of the date the County received such rebuttal information.

2-3. DECISION

If the evaluation reveals that the Bidder, Offeror or Contractor should be allowed permission to participate in the Contract, the County shall cancel the proposed disqualification action. If the evaluation reveals that the Bidder should be refused permission to participate, or disqualified from participation, in the Contract, the County shall so notify the Bidder, Offeror or Contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days after receipt of the notice by invoking administrative procedures meeting the standards of Virginia Code § 2.2-4365, if available, or in the alternative by instituting legal action as provided in Virginia Code § 2.2-4364.

2-4. DEBARMENT

The County shall have the authority to suspend or debar a Bidder or Contractor from bidding on any Contract for the causes stated below:

2-4.1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2-4.2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

2-4.3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

2-4.4. Violation of contract provisions, as set forth below, of a character which is regarded by the County to be so serious as to justify suspension or debarment action:

2-4.5. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2-4.6. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

2-4.7. For non-responsibility. Any other cause the County determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

2-4.8. The Contractor has abandoned performance or been terminated for default on any other County project; and/or

2-4.9. The Contractor is in default on any surety bond or written guarantee on which County is an obligee.

2-5. APPEAL

If, upon appeal, it is determined that the action taken by the County was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the Bidder or Contractor shall be restoration of eligibility.

2-6. RULES APPLICABLE TO DEBARMENT

2-6.1. The improper conduct of any agent, subcontractor, officer, board member or employee of any Contractor or Bidder may be fully imputed to such Bidder or Contractor; and vice versa.

2-6.2. Debarment of a Contractor in no way affects his obligations under any other Contracts

with the County which are ongoing, unless terminated by the County as provided for in the County's Procurement Policies and Procedures.

2-6.3. A debarment can be imposed for any length of time, and the length of time for debarment will be determined by the County based upon the relevant circumstances.

2-6.4. Debarment of a Contractor/Bidder applies to any successor company formed with the same resources, owners or stockholders as the debarred entity.

2-7. REINSTATEMENT

The County may suspend debarment of any Contractor or Bidder at any time if it determines that it is in the County's best interests to do so. Mitigating circumstances that will be considered when deciding to reinstate a Contractor or Bidder may include, but are not limited to: (i) the improper or illegal act underlying the debarment; (ii) the degree of culpability of the Bidder or Contractor; (iii) any restitution by the Contractor to the County for the improper or illegal act; and (iv) cooperation with the County by the Contractor or Bidder in any investigations into bid crimes. After the debarment period expires, the contractor may submit formal written request to the County stating that the contractor wishes to continue to conduct business with the County. A determination for the contractor's reinstatement shall be voted on by the Board of Supervisors based upon recommendation from the staff. If agreed upon by the County Board of Supervisors, the contractor shall be permitted to contract or make an offer, proposal or bid, in response to a Request for Proposals, an Invitation to Bid or any other form of solicitation by the County, for supplies, services, insurance or construction.

Chapter 3

SURPLUS POLICY

3-1. PURPOSE

This Surplus Policy shall determine the process for transfer, sale, destruction or disposal of all the County's tangible property.

3-2. AUTHORIZATION

The Purchasing Agent is responsible for overseeing and implementing the County's Surplus Policy and is authorized to transfer, sell, trade, donate, or destroy the County's property and vehicles consistent with this Surplus Policy.

3-3. DEFINITIONS

Whether capitalized or not, within this Chapter 3, the following terms mean:

3-3.1. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including all agencies, departments and constitutional offices of the County.

3-3.2. Department: any department, agency or Constitutional office of the County reporting to the County Administrator.

3-3.3. Non-Profit: Any 501(c)(3) organization deemed to be serving a public purpose.

3-3.4. Property: All tangible property owned by the County except vehicles.

3-3.5. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County.

3-3.6. State Agency: Any agency or department of the Commonwealth of Virginia.

3-3.7. Surplus Property: Any tangible property that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

3-3.8. Surplus Vehicle: Any vehicle that is no longer of use to the County because it is obsolete, uneconomical, uneconomical to repair, valued based only upon its contents, or for any other reason deemed appropriate by the Purchasing Agent.

3-3.9. Vehicles: All vehicles owned by the County.

3.4. IDENTIFICATION OF UNUSED PROPERTY AND RELEASE OF PROPERTY

3-4.1. All Department heads are responsible for identifying Property and Vehicles within their Department that are no longer used by or of use to such Department. The Department Heads shall notify the Purchasing Agent in writing specifically identifying such unused Property or Vehicles from time to time, but at least semiannually.

3-4.2. Such written notice shall include all known pertinent information regarding the Property or Vehicle including, but not limited to, the following:

a. For Property:

- Type of Property;
- Year of purchase;
- Condition of Property;
- Manufacturer, if applicable; and
- Product identification, if applicable.

b. For Vehicles:

- year, make, and model of vehicle;
- VIN;
- general condition of interior and exterior;
- any known mechanical problems;
- any known major repairs;
- any known accident history;
- number of miles;
- number of doors; and
- other descriptors including, but not limited to, air conditioning, power steering, power brakes, power door locks, cruise control, etc.

3-4.3. All computer equipment being released must first be cleared by the IT administrator to ensure that the hard drive has been cleared of all privileged County information, software and documents.

3-5. TRANSFER OF PROPERTY

3-5.1. Notice of Availability: Upon determination by the Purchasing Agent that Property or Vehicle(s) are unused and eligible for transfer, the Purchasing Agent shall notify the heads of Departments that such is available. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Purchasing Agent is authorized to proceed with the Property as Surplus Property, or in the case of a Vehicle, as a Surplus Vehicle under Section 3-6 below.

3-5.2. Priority: Preference for transfer of Property or Vehicles shall generally be given to the Department with the most need for it or to the Department who responds first to the notice of availability, as determined by the Purchasing Agent in his sole discretion.

3-5.3. Notice of Determination: Upon receipt of requests by Departments to receive the Property or Vehicle(s), the Purchasing Agent shall make a determination as to the most effective placement of the Property or Vehicle(s) and notify all requestors of the decision.

3-5.4. Transfer between County Departments: Should the Purchasing Agent choose to transfer property from one Department to another Department, the notification shall serve as final approval and the receiving Department shall contact the releasing agency for transfer of the Property or Vehicle(s), keys, etc.

3-6. SURPLUS PROPERTY AND SURPLUS VEHICLE(S)

3-6.1. Determination of Surplus Property

a. If the Purchasing Agent deems the Property or Vehicle(s) unsafe or otherwise improper for use by the County, then the Property is Surplus Property, or in the case of a Vehicle, is a Surplus Vehicle.

b. If no Department receives the Property or Vehicle(s) under Section 3-5 *supra*, i.e. the Purchasing Agent determines that no Department needs or is eligible to receive the Property or the Vehicle(s), then the Property is Surplus Property, or if a Vehicle, the Vehicle is a Surplus Vehicle.

3-6.2. Disposition of Surplus Property by Sale, Trade or Exchange: The Purchasing Agent has the authority to sell all Surplus Property and Surplus Vehicle(s) or to exchange the same for, or trade in the same for other Property or Vehicle(s). All sales of Surplus Property and Surplus Vehicle(s) shall be based on competitive principals and if feasible shall be sold on the basis of competitive bids to obtain the best price and insure that the County receives fair market value. The Purchasing Agent must require competitive sealed bids for any sale of Surplus Property or a Surplus Vehicle estimated to have a fair market value of more than \$50,000; and the Purchasing agent may require competitive sealed bids for any sale in his discretion.

3-6.3. Other Disposition of Surplus Property

a. When Applicable: The Purchasing Agent may use the other methods of disposition described herein only if the Purchasing Agent:

(1) Is unable to sell, trade or exchange the Surplus Property or Surplus Vehicle(s) as described in Section 3-6.2 *supra*; or

(2) Has determined that the Surplus Property or Surplus Vehicle(s) have a nominal fair market value such that sale, trade or exchange is inappropriate.

b. **Other Methods of Disposition:** If either of the above conditions of 1-6.c.(1) are met, then the Purchasing Agent may do any of the following:

c. **Transfer of Surplus Property or Surplus Vehicle(s) from County Ownership to a State Agency or Non-Profit:** The Purchasing Agent may transfer Surplus Property or Surplus Vehicle(s) from the County to a State Agency or Non-Profit as described below.

(1) **Notification:** The Purchasing Agent shall notify heads of State Agencies and Non-Profits that have requested to receive such notifications that Surplus Property or Surplus Vehicle(s) are available.

(2) **Priority:** In the case of multiple interested parties, the Purchasing Agent shall give priority to Non-Profits operating in the County or offering services to County residents, then to State Agencies locally housed, then to other Non-Profits and finally to other State Agencies.

(3) **Conditions:** The receiving State Agency or Nonprofit, submits a letter stating the following: “The Surplus Property transfer is in the form of a donation and such donated property will not subsequently be sold.”; and that “Surplus property being received is “as is – where is”. It is understood that this is a gratuitous donation, that no representations or warranties are intended, that the donee assumes responsibility for inspection and use and that donee assumes risks of using the property.” Non-profit agencies must provide a copy of their IRS determination letter to verify their non-profit status.

(4) **Pick-Up:** It shall be the sole responsibility of the receiving Non-Profit or State Agency to arrange for pick-up of the Surplus Property or Surplus Vehicle(s) within ten (10) working days of notice of donation.

(5) **Board of Supervisor Approval for Transfer of Surplus Vehicle(s):** In addition to the requirements *supra*, the County Board of Supervisors must approve any transfer of a Surplus Vehicle to a State Agency or Non-Profit.

d. **Transfer to Surplus Property Pool:** The Purchasing Agent may order that Surplus Property or Surplus Vehicle(s) be stored with other surplus property and made available at public auction (including online auctioning if authorized and appropriate).

3-6.4. Destruction of Property: The Purchasing Agent may order the destruction, removal to landfill or trash disposal of any Surplus Property or Surplus Vehicle(s) with no or nominal fair market value that cannot be otherwise disposed of under 1-6.b, 1-6.c.(2) or 1-6.c.(3) of this Surplus Policy.

Chapter 4

SMALL PURCHASING PROCEDURES

4-1. AUTHORIZATION

The Virginia Public Procurement Act, Virginia Code Section 2.2-4300 *et seq.*, (Hereinafter referred to as the “VPPA”) permits a locality to establish written small purchase procedures for purchases from non-governmental contractors that do not require competitive sealed bids or competitive negotiation, on the condition that such procedures provide for competition wherever practicable. See Virginia Code Section 2.2-4303(G) and (H). The following small purchase procedures have been established by the Board of Supervisors of Fluvanna County for use by the County when acquiring (1) materials, supplies, equipment, printing, or other goods and non-professional services from non-governmental contractors where the estimated cost is less than or equal to \$50,000, and (2) professional services through single or term contracts if the aggregate or the sum of all phases is not expected to exceed \$50,000. In general, the objective of this policy shall be to provide the County and its taxpayers with the best value possible - reflecting high quality and best price – through efficient and effective use of the competitive market.

4-2. AUTHORITY OF PURCHASING AGENT

The “Purchasing Agent”, who is the County Administrator, 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**.

4-3. GENERAL POLICIES

4-3.1. The procedures established in this Chapter are intended to provide for competition wherever practicable and shall be applied to further this intent.

4-3.2. The County may choose to require more formal bidding procedures or more stringent requirements in addition to or in lieu of the methods provided in these procedures. Reasons for imposing such requirements may include, but shall not be limited to, (1) a belief that a more competitive price could be obtained or (2) to comply with more stringent funding source procurement requirements.

4-3.3. The County shall not procure goods or services in a piecemeal manner, split procurement into multiple parts, or request that the selected vendor invoice the County at intervals for the purpose of reducing the estimated cost of the procurement below the \$50,000 threshold.

4-3.4. The receipt of written quotations is preferred.

4-3.5. All oral quotes must be documented by the employee receiving said quote. A standard

County form shall be available for this purpose.

4-3.6. When practicable, the County shall inquire about available discounts.

4-3.7. The County may, but shall not be required to, follow the methods provided in these procedures for procurements of goods or services which are exempt from requirements of competition under the VPPA.

4-3.8. Where the estimated cost exceeds \$50,000, the County shall follow the applicable provisions of the VPPA and the County's Procurement Policies and Procedures (the "Policy").

4-3.9. In the event that the required number of quotes cannot be obtained, the purchaser must document either that there are no other vendors available to provide the good or perform the service (single source determination), or that a reasonable effort was made to contact other vendors with no response. Documentation of such reasonable effort to contact vendors should include copies of fax confirmation sheets or letters requesting the quote and confirmation from the purchaser that no response was received. A standard County form shall be available for this purpose.

4-3.10. Consistent with Article 4 of Chapter 1 of the County's Procurement Procedures, when applicable under the VPPA, the County may make use of existing contracts in other localities for the purchase of similar goods and services as a small cooperative procurement in accordance with this policy and Virginia Code Section 2.2-4304 ("Small Cooperative Procurement") The contract price in any one (1) Small Cooperative Procurement contract shall satisfy any quotation requirements of this policy.

4-3.11. A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$ 50,000, whichever is greater, without the advance written approval of the Board of Supervisors of Fluvanna County. 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 quote or offer.

4-3.12. In the solicitation or awarding of contracts, the County shall not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

4-3.13. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Minority Business Enterprise.

4-3.14. Whenever Solicitations are made, the County shall include and incorporated by reference the General Terms, Conditions and Instructions to Bidders and Contractors, attached to the Policy as Appendix 1.

4-3.15. The County encourages the participation of small businesses and businesses owned by

women and minorities in procurement transactions.

4-3.16. Compliance with Immigration Law. Pursuant to § 2.2-4311.1. of the Code of Virginia, the Contractor 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. (BOS action Oct. 1, 2008)

4-4. DEFINITIONS

4-4.1. The County of Fluvanna Procurement Policies and Procedures, being the statement of purpose, Chapters 1 to 7 inclusive, and Appendix I, are referred to throughout as the “**Policy**”.

4-4.2. The definitions of the “Policy” as stated in Chapter 1 apply to the entire Policy, but for clarity are specifically incorporated to this Chapter 4 by reference.

4-4.3. The term “**contracts**” previously defined in Chapter 1 shall be expanded to also include any decisions to purchase a good or service made in compliance with the procedures outlined in this Chapter 4, with or without a formal written contract, including documentation.

4-4.4. “**Small purchases**” are single or term contracts for goods or services where the estimated sum or aggregate of all phases does not exceed \$50,000.

4-4.5. “**Professional services**”, consistent with its definition in Chapter 1, means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

4-4.6. “**Nonprofessional services**”, consistent with its definition in Chapter 1, means any services not specifically identified as professional services in the definition of professional services.

4-4.7. The “**estimated cost**” of a contract shall be according to a single purchase order, not the annual total for a particular vendor. However, unit orders shall not be split in order to reduce the invoice total.

4-4.8. A “**quotation**” may be either written or oral. A supplier's current price list may serve the same purpose as obtaining a quote. It is the responsibility of the employee receiving an oral quote to document thoroughly the price and good or service provided.

4-5. SMALL PROCUREMENT METHODS

4-5.1. One quotation: Purchases where the estimated cost of goods, professional services, or nonprofessional services does not exceed \$3,000 may be made upon receipt of a written or oral quote from one vendor.

a. The County shall seek additional quotations whenever there is reason to believe a materially better value could be found.

b. Where more than one quote has been obtained for goods or nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

b. Where more than one quote has been obtained for professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

4-5.2. Two quotations

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$3,000 but does not exceed \$20,000 may be made upon receipt of written or oral quotes from two vendors, subject to the provisions of Section 4-3.9 above.

b. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

c. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

4-5.3. Three written quotations

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$20,000 but does not exceed \$30,000 may be made upon receipt of written quotes from three vendors, subject to the provisions of Section 4-3.9 above.

b. For goods and nonprofessional services, the County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

c. For professional services, the County shall negotiate with the vendor determined to be the most qualified, responsible and suitable; cost shall not be the sole determining factor. If a satisfactory contract cannot be negotiated with such vendor, negotiations shall then be

undertaken with the second most qualified, responsible and suitable vendor, and so on until a satisfactory contract is agreed upon.

4-5.4. Four written quotations

a. Purchases where the estimated cost of goods, professional services, or nonprofessional services exceeds \$30,000 but does not exceed \$50,000 may be made upon receipt of written quotes from four vendors, subject to the provisions of Section 4-3.9 above.

b. Written informal solicitation of a minimum of four bidders or offerors shall be required.

c. The County shall select the supplier with the lowest responsive and responsible quote. It shall be consistent with these Small Purchasing Procedures for the County to consider product quality, service, and vendor reliability to reach this determination.

4-6. EXCEPTIONS TO COMPETITIVE REQUIREMENTS

Fluvanna County has determined that competition normally is either not practicable or available for small purchases of the following goods or services which, accordingly, may be purchased without receipt of quotes from additional vendors:

4-6.1. Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes and slide presentations when only available from the publisher/producer;

4-6.2. Any items purchased on state contract;

4-6.3. Academic/research consulting services;

4-6.4. Honoraria, entertainment (speakers, lecturers, musicians, etc.);

4-6.5. Royalties and film rentals when only available from producer or protected distributors;

4-6.6. Membership dues;

4-6.7. Advertisements such as in newspapers, magazines, journals, radio, television, etc.; and

4-6.8. Utility charges.

4-7. CONTRACT REQUIREMENTS

4-7.1. Every purchase under these Small Purchasing Procedures for more than \$3,000 must be in the form of a formal written contract and include and incorporate by reference the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as

Appendix 1.

4-7.2. All small purchases made hereunder shall be subject to the provisions of paragraph 48 of the General Terms, Conditions and Instructions to Bidders and Contractors attached to the Policy as Appendix 1.

Chapter 5

PURCHASING CARD POLICY

5-1. PURPOSE

The County of Fluvanna's (the "County") Purchasing Card Policy (the "Purchasing Card Policy") states the rules for use of the Purchasing Card and is intended to provide County departments and agencies with an efficient and reliable way to procure and pay for small dollar goods and services as a type of Small Procurement.

5-2. BACKGROUND

This Purchasing Card Policy is intended to reduce the volume of accounts payable transactions and the associated administrative costs by eliminating vendor invoices and consolidating multiple vendor payments into one monthly payment to the "**Purchasing Card Contractor**". Vendors are paid directly by the Purchasing Card Contractor. The County is part of a cooperative contract through the Commonwealth of Virginia who has contracted with Bank of America Merrill Lynch as the Purchasing Card Contractor. In addition, the Purchasing Card Contractor provides a variety of management information reports to assist the County in maintaining control over purchases and payments via the Purchasing Card Contractor's online program management system (hereinafter "Works").

5-3. DEFINITIONS

For purposes of this Purchasing Card Policy, the following definitions apply:

5-3.1. Cardholder – The individual employee who is assigned a Purchasing Card.

5-3.2. Credit Limit – The maximum dollar amount a Cardholder is authorized to spend during a single monthly statement billing cycle.

5-3.3. Industry Restrictions – Certain categories of vendors (i.e., travel, car rental, gas/oil, restaurant, and lodging) that, in an effort to ensure that Purchasing Cards cannot be used to make improper purchases, the PCA has blocked purchases from based on their MCC. Attempts to purchase goods or services under Industry Restrictions will result in an "unauthorized purchase" message. Requests for changes to the Industry Restrictions permitted on a Purchasing Card should be submitted to the PCA on the Card Maintenance Form, included herein in Appendix A.

5-3.4. Merchant Category Code ("MCC") – Is a four-digit **code** used by the Purchasing Card Contractor to classify a vendor or a merchant's primary business.

5-3.5. Purchasing Agent – The Fluvanna County Administrator who oversees the Small Purchasing Procedures, including this Purchasing Card Policy. For administrative efficiency, the authority to oversee and administer this Purchasing Card Policy is delegated to the Purchasing

Card Administrator. Nothing herein, shall limit the Purchasing Agent's authority under the Small Purchasing Procedures, see Chapter 4 of the Procurement Policies and Procedures, and he shall have the right and authority to do anything that the Purchasing Card Administrator could do under this Purchasing Card Policy; and to delegate his authority in writing to another responsible County employee if he so deems appropriate.

5-3.6. Purchasing Card – The Purchasing Card is any Purchasing Card Contractor credit card procured by the County and issued to a Cardholder.

5-3.7. Purchasing Card Administrator (“PCA”) – The PCA is the Fluvanna County Director of Finance who: (i) monitors all activities relating to the Purchasing Card Policy; (ii) is registered with the Purchasing Card Contractor; and (iii) is authorized to take all actions relating to the Purchasing Cards consistent with this Purchasing Card Policy. The PCA will serve as the primary contact for the County departments and agencies participating in the Purchasing Card program. The PCA can assign some of his or her responsibilities to a designee(s), however the PCA is ultimately responsible for implementing, overseeing and enforcing the Purchasing Card Policy. The PCA is the County's primary representative to both the State Department of Accounts and the Purchasing Card Contractor. The PCA serves at the convenience of the Purchasing Agent, and the Purchasing Agent may remove the acting PCA at any time, by written notice to the PCA of such removal. The Purchasing Agent may name a successor PCA in writing, or if one is not so named, the Purchasing Agent will be the PCA hereunder.

5-3.8. Purchasing Card Contractor (“PCC”) – See definition in Section 5-2, *supra*.

5-3.9. Rebate – A Rebate earned based on qualifying purchases and paid to the County by the PCC. Any such Rebate received shall be deposited into the County's General Fund for payment of the administrative and processing costs of this Purchasing Card Policy.

5-3.10. Single Transaction Limit (“STL”) – The maximum dollar amount a Cardholder is allowed to spend on any one purchase or transaction.

5-3.11. Split Purchase – An unauthorized purchase or transaction where either the Cardholder, or Cardholders acting together, break a transaction or purchase of the same or related goods or services into multiple transactions or purchases to circumvent the STL, the Credit Limit or this Purchasing Card Policy in any way.

5-4. PARTICIPATION

5-4.1. Application for a Purchasing Card. Any County employee who would like to be issued a Purchasing Card must first obtain their Department Head's approval, then the Department Head must fully complete a Purchasing Card Program – Application/Agreement (the “Application”) and submit the original signed Application to the PCA. The PCA has final authority to approve the issuance of Purchasing Cards, or not, in accordance with this Purchasing Card Policy. The Application is included herein in Appendix A.

5-4.2. Issuance of Purchasing Card. Purchasing Cards will not be issued to a Cardholder by the PCC unless and until the PCA approves and signs the Application request. The PCA will notify Cardholders when their card has been received and is ready to be picked up. Cardholders must sign for their card and will be given a copy of this Purchasing Card Policy at that time.

5-4.3. Activating a Card. Cardholders must call the PCC's Customer Service Department to activate a new Purchasing Card.

5-4.4. Authorized Use

a. The County is liable for authorized charges made using the Purchasing Cards that are within the STL. Purchasing Cards shall be used for **ONLY** official County purchases. ***Use of the card for personal items is not permitted, even if the County will be reimbursed later.*** The County does not accept liability for the following: unauthorized use of the Purchasing Card, fraudulent use of Purchasing Card Account Number, and Purchases made with a stolen or lost Purchasing Card.

b. Authorized use of the Purchasing Card is limited to the person whose name appears on the face of the card. The Purchasing Card must not be loaned to another person.

ca. Cardholders must exercise good stewardship of the County's resources and make no excessive or unnecessary purchases. Efforts should be made to use the card where appropriate in order to maximize administrative cost savings. If you have questions on the appropriate use of the Purchasing Card, please contact the PCA.

5-4.5. Requirements for Competition. Requirements for competition prior to purchasing with a County Purchasing Card are generally based on the dollar amount of the purchase or transaction, and all purchases and transactions are subject to the County Procurement Policies and Procedures, and specifically, the County Small Purchasing Procedures, see Chapter 4 *supra* (collectively the "County's Purchasing Policies").

5-4.6. Technology Items. Computer and other technology items charged to the Purchasing Card must be made in accordance with the County's Purchasing Policies, Information Technology requirements, computer uses, and approved in advance by the Purchasing Agent if more than \$100.

5-4.7. Violations. Individuals who violate this Purchasing Card Policy may have their Cardholder privileges suspended or permanently revoked, may face additional disciplinary action including termination of employment or, if appropriate, the County may take any other action against such individual permitted under law, equity or otherwise.

5-5. ROLES & RESPONSIBILITIES

5-5.1. Responsibilities of the Purchasing Card Administrator. The **Purchasing Card Administrator**, is responsible for implementing, overseeing and enforcing this Purchasing Card

Policy, including, but not limited to, the following:

- a. Communicating with the PCC including maintaining and reporting all Cardholder and Purchasing Card information;
- b. Issuing, cancelling, terminating or suspending any Purchasing Card;
- c. Setting appropriate purchase, transaction, Industry Restrictions, STLs and/or Credit Limits on each Purchasing Card based on the Cardholder's purchasing needs and the County's Procurement Policies and Procedures;
- d. Ensuring that at least annually an analysis of each Cardholder's Purchasing Card usage and Credit Limit is performed and documented;
- e. Monitoring on a regular basis, and at minimum monthly, the statements for the Purchasing Cards to ensure compliance with this Purchasing Card Policy;
- f. Ensuring that if the paper bill from the PCC is not received within eight (8) days of the close of the Purchasing Card statement cycle that a copy of the monthly statement is downloaded from Works;
- g. Managing any Purchasing Card issues including contacting vendors when goods or services are not received or for incorrect charges. If resolution cannot be made dealing directly with the vendor, then the PCA shall notify the PCC through Works;
- h. Ensuring Cardholders are not paying past due invoices;
- i. Periodically reviewing accounts to identify inactive Purchasing Cards, cancelling the same and notifying the Cardholder of the cancellation;
- j. Removing, either permanently or temporarily any Industry Restrictions, on a Cardholder's Purchasing Card on a case-by-case maintaining adequate supporting documentation;
- k. Training Cardholders at least annually in proper Purchasing Card usage and security;
- l. Ensuring Cardholder compliance with this Purchasing Card Policy;
- m. If there be any potential, suspected or confirmed fraudulent use of any Purchasing Card, taking any steps necessary to stop the threat of any future fraudulent use and to remedy any fraud that has already occurred; and
- n. Ensuring that if a Purchasing Card ordered is not received in seven (7) business days, it is cancelled for security reasons, and a request for a new one is made.

5-5.2. Responsibilities of the Cardholder. The **Cardholder** is responsible for complying with this Purchasing Card Policy including, but not limited to, the following:

- a. Complying with this Purchasing Card Policy, the County's Purchasing Policies, and all rules governing the use of the Purchasing Card;
- b. Ensuring that the Purchasing Card is not, under any circumstances, used for personal expenditures, cash advances, or to obtain store credit;
- c. All of the Cardholder's Purchasing Card activity;
- d. Requiring and retaining all transaction or purchase documentation, including, but not limited to, vendor receipts, invoices and delivery documentation;
- e. Submitting any required documentation related to the transaction or purchase to the appropriate recipient(s), in a timely manner, for coding, approval or otherwise;
- f. Ensuring that no transaction or purchase made on the Purchasing Card is a Split Purchase;
- g. Complying with STL and Credit Limits;
- h. Placing only authorized orders and complying with Industry Restrictions;
- i. Ensuring receipt of any product and/or services purchased on the Purchasing Card;
- j. Verifying all purchases listed on their Purchasing Card statement are correct and made for only for official County purchases;
- k. Ensuring that past due invoices are not paid with the Purchasing Card;
- l. If the Purchasing Card is lost or stolen, immediately notifying the PCA;
- m. Resolving delivery and credit disputes with vendors, or if such cannot be resolved by the Cardholder within seven (7) days notifying the PCA of the same; and
- n. Ensuring the security of their Purchasing Card and any document containing their Purchasing Card Account Number.

5-6. SPENDING LIMITS

Credit Limits are set at or below the one quotation threshold established under the County's Small Purchase Procedures. Purchasing Card Credit Limits and STLs provide an important safeguard against fraud and misuse. It is important that Purchasing Card Credit Limits be set as close as possible to anticipated use. Each employee of the County can only have one Purchasing

Card issued to him or her. The PCA shall choose a “Purchasing Card Type” from the table below for each Cardholder with the Credit Limit and STL as so noted prior to the issuance of any Purchasing Card. The PCA may change the “Purchasing Card Type” at any time by written notice to the Cardholder. The County has established 10 (Ten)” Purchasing Card Types”. Each Purchasing Card must be one of the Purchasing Card Types listed below:

Purchasing Card Type	Credit Limit	Single Transaction Limit
CL \$500/STL \$100	\$500.00	\$100.00
CL \$500/STL \$500	\$500.00	\$500.00
CL \$1000/STL \$500	\$1,000.00	\$500.00
CL \$1000/STL \$1000	\$1,000.00	\$1,000.00
CL \$2000/STL \$1000	\$2,000.00	\$1,000.00
CL \$2000/STL \$2000	\$2,000.00	\$2,000.00
CL \$3000/STL \$1000	\$3,000.00	\$1,000.00
CL \$3000/STL \$1500	\$3,000.00	\$1,500.00
CL \$3000/STL \$2000	\$3,000.00	\$2,000.00
CL \$3000/STL \$3000	\$3,000.00	\$3,000.00

5-7. CARD USES

5-7.1. Proper Purchasing Card Uses. Subject to any Restrictions on a Cardholder’s Purchasing Card and any limitations in this Purchasing Card Policy, the Purchasing Card may be used for the following:

- a. Books, magazines, journal subscriptions, publications, etc.;
- b. Car Rental;
- c. Conference registration;
- d. Food/Restaurant;
- e. Gas for rental vehicles;

- f. Lodging;
- g. Office supplies;
- h. Express mail service and freight service;
- i. Professional organization dues, fees, and licenses;
- j. Airline tickets; and
- k. Travel expenses.

5-7.2. Improper Purchasing Card Uses. Purchasing Cards shall **NOT** be used for the following:

- a. Cash advances;
- b. Personal purchases of any kind;
- c. Purchases by non-employees;
- d. Split Purchases;
- e. Other purchases prohibited by the VPPA or the County's Procurement Policies and Procedures; and
- f. Fuel Purchases subject to the County Fuel Card Management Policies.

5-8. GENERAL ORDERING GUIDELINES

5-8.1. Taxes. Tell the vendor the County is exempt from sales tax, and, if requested, the County Finance Department will fax or mail a Commonwealth of Virginia, Sales and Use Tax Certificate of Exemption to the vendor. **The County is not exempt from sales tax on restaurant, catering, and lodging charges.**

5-8.2. Shipping. Be sure to include the Cardholder's department name as part of the billing and shipping address. Try to negotiate FOB Destination, freight prepaid and allowed shipping terms. Request Inside Delivery, if applicable. Request that the vendor NOT put the Purchasing Card number on the exterior of the shipping container.

5-8.3. Supplier Information. Information to obtain from supplier: Order confirmation or tracking number; Base cost of purchase; Promised or anticipated delivery date; and Freight costs. If a fixed amount can't be provided, get a not-to-exceed amount.

5-8.4. Documentation. Save all documentation pertaining to the purchase, including such items as shipping papers and packing slips. Remember to print internet pages showing your order or confirmation of order. This type documentation must be kept on file at least three years by the Cardholder's department for reconciliation to the charge card statement, and for audit purposes.

5-8.5. Returning Purchases. The Cardholder should contact the vendor and process the return with the vendor. Be sure to save original receipts, as they will expedite credits to the Purchasing Card. The Cardholder **MUST** follow these guidelines when returning purchases, or for other disputed items such as sales tax charged: (i) Returns should be handled as credits to the Purchasing Card (not store credits) and treated as separate transactions; (ii) A separate purchase must be made to re-order the correct item, if applicable; and (iii) **Cash refunds are not allowed.**

5-9. INTERNAL CONTROLS

5-9.1. Cardholder Reconciliation Procedures and Responsibilities. Cardholders shall review their monthly Cardholder statement for accuracy by comparing statement charges to the supporting documentation for each purchase.

- a. Cardholder must report disputed charges as soon as possible.
- b. For each transaction on the monthly Cardholder statement, the Cardholder must note on the statement near each charge that will not be charged to the default budget code, the budget code for the purchase.
- c. For travel and local subsistence charges, the name of the conference attended and/or purpose of the trip and the person attending must be noted near the charge.
- d. Cardholders are responsible for making sure that educational training/travel related charges to their purchasing card are included in the appropriate section of any related Travel Expense and Reimbursement Form, **BUT ARE NOT INCLUDED IN THE REIMBURSEMENT SECTION** of the Travel Expense and Reimbursement Form.
- e. Either on the statement or attached to the statement, the Cardholder must **summarize all charges by budget code.**
- f. Cardholders must sign the monthly statement to certify the charges and approve payment.
- g. Cardholders are responsible for obtaining their monthly Cardholder statements and ensuring that the properly reconciled original signed statements are submitted to their Department Head with all original supporting documentation in a timely manner.
- h. After the Cardholder statement is approved and signed by the Department Head, the Cardholder must make a copy of the Cardholder statement and attach all original supporting receipts and documentation of charges to the copy and retain for audit purposes for at least three

(3) years. Then, the Cardholders MUST deliver the original statement with 2 signatures and a copy of the supporting documentation to the Finance Department by the deadline in the following section.

5-9.2. Department Head Responsibilities

- a. Department Heads will receive electronically all Cardholder statements each month.
- b. Department Heads are responsible for developing internal control procedures to ensure that its employees **original Cardholder statements, properly signed, with necessary expenses properly explained and coded for payment, are received in the Finance Department no later than three (3) business days prior to the AP cutoff for payments to be made on the SECOND PAYMENT CYCLE of each month.** For those departments that do not meet the deadline, continued delinquencies shall be cause for suspension or termination of their Purchasing Card privileges.
- c. Department Heads are responsible for assigning a default budget code, i.e., VISA Holding line for each Purchasing Card.
- d. Department Heads are responsible for maintaining copies of each Cardholder statement, with appropriate backup documentation, for a period of at least three (3) years.
- e. Department Heads, or his or her designee, sign the original Cardholder statement to certify the charges and approve payment. The person who signs in addition to the Cardholder must verify that the charges are legitimate (other than those being disputed), the documentation is appropriate, and payment is approved. The second signature must be on the Finance Department list of persons authorized to approve County disbursements.

5-9.3. Signatures. As required above, two original signatures are required on each original Cardholder statement, the Cardholder's signature and the Department Head's signature. Statements should also be signed by the PA, or his or her designee, to approve accounts payable.

5-9.4. Errors. For any charges on the Purchasing Card that should be charged to a budget code other than the default code, but were erroneously not so indicated on the Cardholder statement sent to the Finance Department, prepare a cost transfer to change the charge to the proper budget code and send the cost transfer form to the Finance Department in a timely manner.

5-10. DISPUTING CHARGES

5-10.1. The County has sixty (60) days after the billing statement date to give the PCC written notice of a disputed charge.

5-10.2. The Cardholder should try to resolve the issue with the vendor and shall get written confirmation of any credit to be issued. If the Cardholder is unsuccessful in resolving the issue, the Cardholder must **immediately** fax the completed Dispute Form, included herein in Appendix A,

form to PCC's Customer Service Department and notify the PCA. In any event if any issue remains unresolved more than seven (7) days after the billing statement date, then such shall be reported to the PCA immediately.

5-10.3. Payment of disputed charges properly reported to the PCC is not required while the PCC investigates the dispute. A credit will be issued upon the PCC's receipt of the written dispute. If the charge is found to be in error, the credit remains. If the charge is found to be accurate, the credit will be reversed and the department will be responsible for payment on their next billing cycle. The average time for billing dispute resolution after the receipt of the written notice is 45 – 60 days.

5-11. CANCELLATION

The Department Head is responsible for returning a Cardholder's card to the PCA when the employee terminates employment, misuses the card, transfers to another department, or no longer needs the card. The Cardholder may personally return the card to the PCA.

5-12. REISSUING

As Purchasing Cards approach their expiration date, they will automatically be reissued by the PCC **UNLESS**: (i) otherwise requested; (ii) the card has not had any transaction activity for 18 consecutive months; or (iii) the Cardholder's account is currently delinquent. Reissued cards are sent to the PCA. The Cardholder will be required to pick up and sign for the new card from the PCA. Cardholders must activate the reissued card the same way the original card was activated and turn in the old card to the PCA to be destroyed.

5-13. CHANGES

The PCA can make most changes to the Purchasing Card needed by the Cardholder. The Department Head must request any requested change using the "Card Maintenance Form" in Appendix A.

5-14. PAYMENT GUIDELINES

5-14.1. Under the supervision of the PA, the Finance Department is responsible for processing payments to the PCC for the amount certified by Department Heads on the monthly Cardholder Statements. Due to the length of time allowed for the County to pay the PCC's corporate monthly billing statement, the PCA may authorize payment from the master billing statement prior to receiving statements from all individual Cardholders. The Finance Department will process and authorize payment in time for payment to be included in the County's AP run to ensure payment is made prior to the due date. If it appears the payment cannot be made in the normal AP run in time to meet the due date, a manual check may be requested.

5-14.2. Upon receipt of the corporate monthly billing statement a representative from the Finance Department responsible for AP entry will reconcile the corporate billing statement charges with

the individual Cardholder statements submitted. Charges shall be coded as indicated by the department on the Cardholder statement. If a Cardholder fails to submit a Cardholder statement, the charges shall be coded to the Cardholder's default budget code.

5-15. REPORTS

The PCA can generate Project Administrator Management Reports from Works. Cardholders will have access to online reporting, including printing of monthly statements.

5-16. FRAUD & MISUSE

Each Department Head is responsible for actively protecting each of its Purchasing Cards from fraud and misuse. The following guidelines MUST be followed:

5-16.1. Limit Card Access – Maintain Staff and Department Purchasing Cards in a secure environment. Limit access to this environment to provide greater security for the Purchasing Card. Consider Purchasing Card security prior to allowing an employee access to a Purchasing Card or Purchasing Card Account Number, particularly if the employee is temporary or seasonal.

5-16.2. Protect Card Information – Information regarding Purchasing Cards should be protected. This is to include Purchasing Card Account Number, name and expiration date. File reports that contain Purchasing Card numbers in locked file cabinets. When destroying reports or other paperwork containing any Purchasing Card information, shred documents; however make sure to keep all documentation for at least three (3) years for audit purposes pursuant to Section 5-8.4 herein. Assure security of Purchasing Card materials that are maintained electronically. Do not send emails which contain Purchasing Card Account Numbers or other identifying information.

5-16.3. Establish Reasonable Card Limits – Establish reasonable spending and transaction limits. This will limit risk in the event the Purchasing Card or Purchasing Card number is lost or stolen.

5-16.4. Maintain Adequate Separation of Duties – Divide the Purchasing Card custodian/accounting/reconciliation duties among employees. Conduct proper upper management review of transactions and supporting receipts and associated documentation.

5-16.5. Occurrence of Fraud or Misuse - If fraud or misuse of a Purchasing Card is suspected or confirmed by any person, such must be immediately reported to the PCA who will conduct an investigation. If fraud is confirmed, the PCA must report the incident to County Administrator.

5-16.6. Compliance Reviews - The Purchasing Card program is subject to review by the Finance Department, County Administrator, and internal or external audits.

Chapter 5

APPENDIX- A FORMS

See Separate Attachments

Chapter 6

County Fuel Card Management Policies

6-1. OVERVIEW

6-1.1. The Fluvanna County (the “County”) Fuel Card program is a program offered through the State Motor Fuel Program. The fuel card program will utilize the Voyager card under Mansfield Oil Company and provides the flexibility to fuel vehicles at 90% of the gas stations nationwide. Contract prices under this program allow cardholders to purchase Federal excise tax-exempt motor fuels at an OPIS-based price plus the contract adder. The card will give the County the ability to purchase all brands of fuel products.

6-1.2. This card program shall be managed in a manner consistent with all applicable County accounting policies and procedures related to the use of charge card programs. Agencies assume ultimate responsibility for employees’ use of the fuel card, as well as the accountability for the physical security of the fuel cards. The County and the County Sheriff’s Office shall each have a Fuel Card Custodian to monitor fuel cards assigned to specific vehicles and to manage their daily use, a Fuel Card Account Custodian to perform the fiscal and administrative functions required to appropriately manage the fuel card program and a County Fuel Card Administrator to oversee this Fuel Card Policy. The Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County and the Fuel Card Custodian, Fuel Card Account Custodian and the Fuel Card Administrator for the County Sheriff’s Office shall be designated by the County Administrator.

6-2. DEFINITIONS

6-2.1. County Owned Vehicle - Any vehicle with a title held by the County of Fluvanna, Virginia or operating agency including the County Sheriff’s Office, that includes but is not limited to sedans, station wagons, minivans, pickup trucks, sport utility vehicles, or vans used primarily for the transportation of the driver and no more than 15 passengers.

6-2.2. Employee - Any individual authorized to operate a County/Agency owned vehicle on behalf of the County of Fluvanna, Virginia, e.g., part-time, hourly, and full-time employees to perform business related services.

6-3. ROLES & RESPONSIBILITIES

6-3.1. Fuel Card Custodian - The Fuel Card Custodians assume responsibility for the physical security of any Fluvanna County Fuel Card (Mansfield/Voyager Card) and the associated PINs (Personal Identification Numbers). The Fuel Card Custodians may delegate use of the card, but assumes responsibility for card transactions. The Fuel Card Custodian shall perform duties that include, but are not limited to:

- a. Ensure physical security of Fuel Cards (for example, in a locked desk drawer). The

card may **not** be left in the custody of a vendor.

b. Maintain a written record of all persons who have physical access to the Fuel Card (for example, a sign-out sheet for the card, or a list of persons who have keys to the locked desk drawer).

c. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with County business.

d. Remind all card users to use commercial retail sites only.

e. Ensure users of vehicle fuel cards turn in receipts of purchases from commercial retail fuel sites.

f. Ensure all documentation of card use is forwarded to the Fuel Card Account Custodian.

g. Inform the Department of Public Works or Fluvanna County Sheriff's Office of any change in the Fuel Card Custodian's contact information.

6-3.2. Fuel Card Account Custodian - The Account Custodians assumes responsibility for reviewing card activity to ensure appropriate use. In addition, the Account Custodians **should not** be a card user. The Account Custodians shall perform duties that include but are not limited to:

a. Review the monthly Statement of Charges (downloaded from Mansfield website) for appropriateness of card usage.

b. Reconcile all charges and process payment to card vendor.

c. Report infractions to the County Administrator.

d. Maintain records of all card usage, sign out sheets, receipts, or other applicable documents.

e. Ensure that the card is used only for appropriate purchases (described below), and in conjunction with State business.

f. Inform the Department of Public Works or the Fluvanna County Sheriff's Office of any change in the Fuel Card Account Custodian's contact information.

6-3.3. County Fuel Card Contract Administrator - The Fuel Card Contract Administrators will electronically monitor all fuel card accounts in the program via the Mansfield Oil website. Monitoring responsibilities shall include, but not be limited to:

- a. Creation and deletion of accounts
- b. Delinquent payments
- c. Inactive cards
- d. Inappropriate purchases
- e. Ensure agency Fuel Card and Account Custodians receive appropriate training and support from the fuel card vendor

6-4. COUNTY FUEL CARD MANAGEMENT POLICIES

6-4.1. County assigned Fuel cards shall only be used at commercial retail fuel stations that accept the Voyager card. A list of the commercial retail stations can be found at <https://www.fleetcommanderonline.com/app/public/merchantLocator.do>.

6-4.2. Use only unleaded regular fuel or diesel fuel in gasoline powered County-owned vehicles.

6-4.3. Mid-grade or premium blends are only to be used when regular is not available or the manufacturer requires the use of high octane fuel in the vehicle. E85 fuel is to be used in Flex-Fuel vehicles where available. A list of E85 locations can be found at: http://www.afdc.energy.gov/afdc/progs/ind_state.php/VA/385. A list of approved E85 vehicles can also be found at the website listed above. Drivers are expected to use self-service pumps at commercial stations, since this service is normally more economical. A fuel card is provided for such purchases.

6-4.4. Drivers **MUST** enter correct odometer readings, no tenths, into the card readers, at all commercial self-service fueling sites. The Department of Public Works and the Fluvanna County Sheriff's Office will run daily fueling reports and will contact all drivers that consistently fail to enter correct odometer readings. Correct odometer readings are critical to the fuel card management system, and this requirement will be strictly enforced.

6-4.5. Department Directors, Constitutional Officers, and Agency Heads will be notified of unusual fuel transactions and will have fifteen (15) days to investigate and respond to the either the Department of Public Works or the Fluvanna County Sheriff's Office as applicable.

6-4.6. A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle may be used to purchase the following provided the County establishes authorization with Mansfield:

- a. Fuel, either **regular** unleaded gasoline, E85 if the vehicle is capable of using E85 or diesel fuel.

6-4.7. A Mansfield/Voyager Fuel Card assigned to a **County owned** vehicle shall **not** be used to purchase:

- a. Food or beverages.
- b. Parts and labor for towing, road service, and mechanical repairs.
- c. Other goods or services.

6-4.8. Fuel Cards will be assigned to each County owned vehicle that is currently in an “active” status. Each fuel card shall contain the following information which is vehicle specific:

- a. Department
- b. Vehicle Identification Number (VIN #)
- c. Vehicle ID (This number is used as an "identifier" between Mansfield and Voyager's systems for the card information and is assigned by Contracts Administrator)

6-4.9. Fuels Cards that are assigned to individual vehicles cannot be used to fill up any other vehicle within the active fleet.

6-4.10. The fuel cards will not work at the Fluvanna County Public Schools gas terminal.

6-5. DISPOSAL OF FUEL CARDS

Fuel cards are to be turned back into the Director of the Finance Department when the vehicle taken out of service or when the vehicle is replaced.

Chapter 6

Appendix 6A

Fuel Card Dispute Form

Chapter 7

DESIGN-BUILD (“D/B”) PROCEDURES

In accordance with the provisions of Chapter 43.1 Construction Management and Design-Build Contracting, being § 2.2-4378 et seq. (the “D-B Code Requirements”), of the Code of Virginia (1950, as amended) (“Code”), and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, the Fluvanna County Board of Supervisors hereby adopts the following procedures for the procurement of Design-Build (“D/B”) contracts, as defined in § 2.2-4379, which shall be followed by the County of Fluvanna, Virginia (“County”).

7-1. LEGISLATIVE AUTHORITY

7-1.1. Generally: Section 2.2-4300 et seq. the Virginia Public Procurement Act and Section 2.2-4378 et seq. Construction Management and Design-Build Contracting, and specifically:

Section 2.2-4301 and 2.2-4379: Definitions of design-build contract and other key terms;
 Section 2.2-4303(D)(4): Exceptions to competitive sealed bidding;
 Section 2.2-4378 Purpose; applicability;
 Section 2.2-4382 Design-Build Procedures for local public bodies; and
 Section 2.2-4383 Reporting Requirements for all Public Bodies relating to design build contracting

Any reference in these D-B Procedures 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.

7-2. GENERAL

7-2.1. A design-build contract is a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract. The County may contract to secure D-B projects on a fixed price or not-to-exceed price basis in accordance with *Virginia Code* § 2.2-4382(A), the requirements of that section and the D-B Code Requirements, and the procedures adopted by the Virginia Secretary of Administration for utilizing design-build or construction management contracts. The County is authorized to use competitive negotiations to procure D-B contracts when it determines in advance, and sets forth in writing, that competitive sealed bidding is not practicable or fiscally advantageous to the public, which writing shall document the basis for this determination.

7-3. PROCEDURE FOR APPROVAL

7-3.1. Prior to making a determination as to the use of design-build or construction management for a specific construction project, the public body shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall

advise the public body regarding the use of design-build or construction management for that project and who shall assist the public body with the preparation of the Request for Proposal and the evaluation of such proposals.

7-3.2. Prior to taking any action, the County shall request authority, in writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals.

7-4. GENERAL PROCEDURES

7-4.1. The D-B procurement shall be consistent with the procurement of nonprofessional services through competitive negotiation and shall also require Requests for Proposals to include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications; and may define such other requirements as the County determines appropriate for that particular construction project. Design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department of General Services for state agencies.

The County shall appoint an Evaluation Committee (“Committee”) which shall consist of at least three members from the County, including a licensed design professional, if possible. In addition to the County members, the Committee shall include a licensed professional engineer or architect. The County shall contact the County Attorney’s Office (CAO) to determine whether a representative from the CAO should be involved.

7-5. SELECTION PROCEDURES

7-5.1. On projects approved for D-B, procurement of the contract shall be a two-step competitive negotiation process. The following procedures shall be used in selecting a design build contractor and awarding a contract:

7-5.1.1. Selection of Qualified Offerors (STEP I): On projects approved for D-B, the County shall conduct a prequalification process as follows to determine which offerors are qualified to receive Request for Proposals (RFPs).

a. The County shall prepare a Request for Proposals (“RFP”) containing the County’s Facility Requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFP Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class “A” contractor and an Architect or Engineer registered in the Commonwealth of

Virginia as part of the Project Team.

b. The RFP shall be posted in accordance with the current standards for the posting of public bids in the Virginia Code and in accordance with the latest edition of the Construction and Professional Services Manual.

c. The Committee shall evaluate each offeror's RFP responses and any other relevant information and shall determine which offerors are fully qualified and suitable for the project.

d. The RFP evaluation shall result in a short list of two to five offerors to receive the RFP. An offeror may be denied prequalification only as specified under Virginia Code § 2.2-4317, but the short list shall also be based upon the RFP criteria.

e. At least 30 days prior to the date established for the submission of proposals, the County shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

7-5.1.2. Selection of Design Build Contractor (STEP II):

a. The County shall send an RFP to the design build offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP.

b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County's Purchasing Agent, and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.

c. The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each D-B offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the County may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.

d. Based on the adjustments made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

e. The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the technical proposals. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more

highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror after approval of the purchasing agent. Otherwise, the County shall open the cost proposals and apply the criteria for award as specified in the RFP and approved by the purchasing agent.

f. The Committee shall make its recommendation for the selection of a design build contractor to the County head based on its evaluations of the technical and cost proposals and all amendments thereto. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.

g. The County shall notify the Board of Supervisors and the County's Purchasing Agent of its selection of the Design build contractor and shall request authority to award a contract by processing the notice of award and providing supporting documents, to the purchasing division via e-mail.

h. The County will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the County may notify all offerors who submitted proposals of the County's intent to award the contract to a particular offeror at any time after the County head has selected the Design build contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.

i. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

7-6. Basis of Award

7-6.1. The basis of the award of the contract shall be in accordance with applicable law including without limitation the D-B Code Requirements and the criteria for the award shall be submitted to the Purchasing Agent, in advance, for approval. It is noted that cost is a critical component of the selection process. Guidance on methods for award can be found in the Construction and Professional Services Manual (2012 Edition, as amended) Section 7.30.1.

Appendix 1

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**

- a. 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”).

- b. 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.
- c. 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:
 - (1) Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - (2) Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is

a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.
10. **ERRORS IN BIDS.** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.
11. **IDENTIFICATION ON BID ENVELOPE.** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:
- a. Addressed as indicated on page 1 of the solicitation;
 - b. Solicitation number;
 - c. Title;
 - d. Bid due date and time;
 - e. Bidder's name and complete mailing address (return address); and
 - f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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

12. **ACCEPTANCE OF BIDS.** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
13. **COMPLETENESS.** To be responsive, a Bid must include all information required by the Solicitation.
14. **CONDITIONAL BIDS.** Conditional Bids are subject to rejection in whole or in part.
15. **RESPONSE TO SOLICITATIONS.** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION.** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
17. **BID OPENING.** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
18. **TAX EXEMPTION.** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
19. **DEBARMENT STATUS.** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY.** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
21. **VIRGINIA FREEDOM OF INFORMATION ACT.** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
22. **CONFLICT OF INTEREST.** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County

that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. **OMISSIONS OR DISCREPANCIES.** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

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

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

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

AWARD

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

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. **AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES.** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all

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

29. **EXCLUSION OF INSURANCE BIDS PROHIBITED.** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
30. **ANNOUNCEMENT OF AWARD.** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.
31. **QUALIFICATIONS OF BIDDERS OR OFFERORS.** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.
32. **TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS**
 - a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods

produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.

- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

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

CONTRACT PROVISIONS

34. **APPLICABLE LAW AND COURTS.** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules,

or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. **PROVISION AND OWNERSHIP OF INFORMATION.** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
36. **DOCUMENTS.** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
37. **CONFIDENTIALITY.** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
38. **INDEPENDENT CONTRACTOR.** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
39. **INSURANCE.** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance.

Automobile	\$500,000	Liability
		Medical Payment
		Comprehensive
		Collision

Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

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

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

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

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

41. **SEVERABILITY.** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
42. **TITLES.** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
43. **ATTORNEYS' FEES.** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

44. **NO WAIVER.** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
45. **NO FINANCE CHARGES.** No finance charges shall be paid by the County.
46. **ANTITRUST.** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
47. **PAYMENT.** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments.
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
 - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

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

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

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either.
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

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

Contractor agrees to include such provisions in every subcontract.

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

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

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

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

- a. During the performance of any Contract, the Contractor agrees as follows. the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

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

53. **MODIFICATION**

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

- 54. **INDEMNIFICATION**. Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as

herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

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

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

56. **TERMINATION.** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless.
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
 - d. Extended upon written authorization of County and accepted by Contractor, to permit

ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. **APPROPRIATIONS.** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.
58. **REFERENCES TO VIRGINIA LAW.** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.
59. **COOPERATIVE PROCUREMENT.** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.
60. **AUDIT.** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
61. **GUARANTIES AND WARRANTIES.** All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to.
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
 - f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
 - g. For any Contract involving Services of any nature, the Contractor further agrees to.
 - (1) 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;
 - (2) Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - (3) Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - (4) 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.



Update Procurement Policies and Procedures Manual

May 2, 2018



Procurement Policies and Procedures Revision

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Procurement Policies and Procedures Revision

BOS 2016-05-02 p.104/279

- **Only Two significant changes are:**
 - 7-3.2. Prior to taking any action, the County shall request authority, in writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals. ~~Approval of or exceptions to this procedure may be granted by the purchasing agent, who is the approving authority for requests to use D-B procedures.~~
 - 7-5.1.2.b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County's ~~Virginia Construction Contracting Officer ("VCCO")~~ Purchasing Agent, and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.



UPDATE PROCUREMENT POLICIES AND PROCEDURES MANUAL

BOS 2018-05-02 p.105/279

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018					
AGENDA TITLE:	Burn Building Design/Build Project					
MOTION(s):	I move to determine that, for the reasons set forth in the attached written determination, for the construction of the new Public Safety Training Facility, (i) a design-build contract is more advantageous than a competitive sealed bid construction contract; (ii) there is a benefit to the County by using a design-build contract; and (ii) competitive sealed bidding is not practical or fiscally advantageous; and to authorize the Chairman to sign the attached written determination.					
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
		XX				
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer; Wayne Stephens, PE, County Engineer					
PRESENTER(S):	Cyndi Toler, Purchasing Officer					
RECOMMENDATION:	Approve					
TIMING:	Routine					
DISCUSSION:	<ul style="list-style-type: none"> • On March 28, 2018 the county issued a RFP for Design services for the new Public Safety Training Facility (aka "Burn Building"). When that RFP closed on April 19, 2018 we received no proposals. • After speaking with Theresa Hunter from Virginia Department of Fire Programs (who have awarded us the grant in order to build the training facility), it was decided the best course of action would be for the county to issue a Design/Build solicitation. • The determining factors are as follows: <ul style="list-style-type: none"> ○ The building design is based on a prototype developed by the Commonwealth of Virginia Department of Fire Programs, and is therefore reasonably simple and straightforward. ○ The design includes integral equipment which is available as pre-engineered components (e.g. premanufactured burn-room components such as a "kitchen" or a "bedroom"). ○ Site development involves no unusual or complicated processes which may require specialized design processes. ○ There are firms which specialize in the design and construction of "Burn Buildings" as a complete or "turn-key" process, which can be expected to allow overall cost and time savings for the project. • Per the county Procurement Policies and Procedures Manual (pending revision approval on May 2): <ul style="list-style-type: none"> ○ 7-3.2. Prior to taking any action, the County shall request authority, in 					

	writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals.				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	WRITTEN DETERMINATION CONCERNING USE OF DESIGN-BUILD CONTRACT Memorandum from County Engineer RFQ 2018-06				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX		XX		



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2018-05-02 p.108/279

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

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Patricia B. Eager
Palmyra District

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Rivanna District

Donald W. Weaver
Cunningham District

COUNTY ADMINISTRATION

Steven M. Nichols
County Administrator

Kelly Belanger Harris
Clerk to the Board/
FOIA Officer

WRITTEN DETERMINATION CONCERNING USE OF DESIGN-BUILD CONTRACT

Public Safety Training Facility (aka "Burn Building")

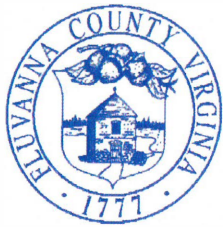
The Board of Supervisors of Fluvanna County, Virginia, hereby determines that, for the construction of the new Public Safety Training Facility (aka "Burn Building"), (i) a design-build contract is more advantageous than a competitive sealed bid construction contract; (ii) there is a benefit to the County by using a design-build contract; and (iii) competitive sealed bidding is not practical or fiscally advantageous. This determination is made on the following basis:

1. The building design is based on a prototype developed by the Commonwealth of Virginia Department of Fire Programs, and is therefore reasonably simple and straightforward.
2. The design includes integral equipment which is available as pre-engineered components (e.g. premanufactured bum-room components such as a "kitchen" or a "bedroom").
3. Site development involves no unusual or complicated processes which may require specialized design processes.
4. There are firms which specialize in the design and construction of "Bum Buildings" as a complete or "turn-key" process, which can be expected to allow overall cost and time savings for the project.

This written determination is signed by the Chairman of the Board of Supervisors of Fluvanna County, Virginia, by the authority of the Board.

Board of Supervisors of Fluvanna County, Virginia

By: _____
Chairman




COUNTY OF FLUVANNA

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BOS 2018-05-02 p.109/279

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MEMORANDUM

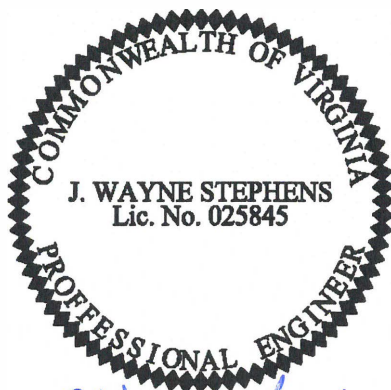
Date: April 23, 2018
From: J. Wayne Stephens, PE – County Engineer 
To: County Board of Supervisors & County Administrator
Subject: Public Safety Training Facility - Recommendation to Utilize Design-Build Process


After due consideration of the benefits to the subject project, I hereby recommend that the County of Fluvanna advertise, and engage in, a Design-Build contract for the final planning, design and construction of the proposed Public Safety Training Facility (aka "Burn Building").

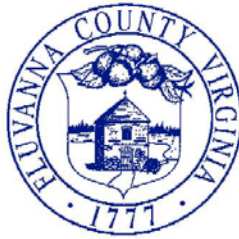
The reasons for this recommendation are as follows:

1. The building design is based on a prototype developed by the Commonwealth of Virginia Department of Fire Programs, and is therefore reasonably simple and straightforward.
2. The design includes integral equipment which is available as pre-engineered components (e.g. premanufactured burn-room components such as a "kitchen" or a "bedroom").
3. Site development involves no unusual or complicated processes which may require specialized design processes.
4. There are firms which specialize in the design and construction of "Burn Buildings" as a complete or "turn-key" process, which can be expected to allow overall cost and time savings for the project.

Thank you.




04/23/2018



COUNTY OF FLUVANNA, VIRGINIA

Request for Qualifications (RFQ) #2018-06

Burn Building Design-Build Project

Issue Date: May 03, 2018

Due Date: May 15, 2018 at 2 p.m. EST

Procurement Contact:

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

All sealed responses shall be turned in no later than May 15, 2018, at 2:00 p.m. EST.

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

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>.

This RFQ is Step I in the County's two-step competitive negotiation process for a design-build project and will determine which Offerors are qualified to receive the Request for Proposal, being the second stage in the competitive negotiation process. This RFQ is being issued under **the County's Design Build ("D/B") Procedures** (the "D/B Procedures") which are attached hereto as Exhibit 7 and are incorporated herein as a material part hereof.

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1) **PURPOSE**

- a) The County of Fluvanna (the "County") has received a grant (the "Grant") award from the Virginia Department of Fire Programs ("VDFP") for the construction of a new Burn Building as a prop to assist in training the fire service for the Fluvanna area. Pursuant to this Request for Qualifications (the "RFQ"), the County is seeking proposals from qualified firms to assist in the development of plans and specifications and for construction of a Prototype II, Class B Burn Building. The County has elected and been awarded funding to construct a Prototype 2, Class B Steel Frame Burn Building (the "Burn Building") on that property of the County known as Tax map Parcels 51 A 129 and 51 A 129A and also known by present street numbering as 5725 James Madison Highway, Fork Union, VA 23055 near the Fork Union Fire Department (the "Site") with such Site being more particularly depicted in the attached **Exhibit 1**. A Burn Building is a permanent structure whose sole use is for the purpose of training firefighters in a "live fire" experience scenario on a repetitive basis in accordance with the National Fire Protection Association 1001 and 1402 (NFPA 1402, 3.3.1).
- b) The proposed prototype plans for the Burn Building entitled "Commonwealth of Virginia Burn Building Prop Prototype 2 Metal Building – Class B Fuel" also referred to as VDVP "Prototype 2, Class B" (the "Prototype Plans") are attached hereto as **Exhibit 2**.
- c) This RFQ is required by the County's D/B Procedures which are a material part hereof (see Exhibit 7). The County is seeking to contract with a qualified offeror to both design and build the Burn Building as a design-build project and to complete all work required for the Project at the Site and all work and documentation required for the Grant relating thereto.
- d) Based upon the recommendation of a licensed engineer in its employ, the County has determined that:
 - i) The building design is based on a prototype developed by the Commonwealth of Virginia Department of Fire Programs, and is therefore reasonably simple and straightforward;
 - ii) The design includes integral equipment which is available as pre-engineered components (e.g. premanufactured burn-room components such as a "kitchen" or a "bedroom");
 - iii) Site development involves no unusual or complicated processes which may require specialized design processes; and
 - iv) There are firms which specialize in the design and construction of "Burn Buildings" as a complete or "turn-key" process, which can be expected to allow overall cost and time savings for the project.
- e) Therefore, by motion of the Board of Supervisors, the County is issuing this RFQ as it has determined that::
 - i) A design-build contract is more advantageous than a competitive sealed bid construction contract for the Burn Building and this Project;
 - ii) There is a benefit to the County by using a design-build contract for the Burn Building including without limitation those benefits set forth in (d) supra; and
 - iii) Competitive sealed bidding is not practical or fiscally advantageous for this Project.
- f) This RFQ is the first step in a 2-step competitive negotiation. In accordance with the D/B Procedures, based on a committee evaluation of qualification statements received in response to this RFQ, a minimum of 2 / maximum of 5 firms will be selected to participate in the next

step, and will receive a written Request for Proposals (RFP). At that time during the second step in competitive negotiations, firms will be requested to provide cost information, in a separately sealed and specifically identified Cost Proposal. **Offerors shall not include Cost Proposals in response to this RFQ.**

- g) **This RFQ is a prequalification process required for a design-build contract of the County. If a firm does not respond to this RFQ, the firm cannot be prequalified, cannot be considered at the RFP second step and cannot be awarded a contract for the Burn Building and related Project work.**
- h) The County will notify each offeror in writing if they are prequalified, or not.
- i) Only Prequalified offerors will be provided the RFP and will be required to respond by the due date set forth therein.
- j) The RFP, to be issued to prequalified firms who respond to this RFQ only, will identify, to the extent possible, the requirements for this Project along with submittal requirements for a technical and Cost Proposal with a fixed or not-to-exceed cost (to be submitted as part of the second step only, and not to this RFQ). Based on a committee evaluation of proposals received in response to the RFP, the firm deemed best suited will be identified. Cost will be considered at the second step in reviewing responses to the RFP and determining award of the contract to an offeror, if any.

2) **BACKGROUND**

- a) The County of Fluvanna is a central Virginia community of 26,000 residents that is located in the Charlottesville Metropolitan Statistical Area, approximately 20 miles southeast of the City of Charlottesville, Virginia. The County is bounded by Louisa County to the north, Cumberland and Buckingham Counties and the James River to the south, Goochland County to the east, and Albemarle County to the west.
- b) VDFP requires that the Burn Building be engineered and constructed consistent with the VDPF's "Live Fire Training Structure Grant Program" Policy attached hereto as **Exhibit 3** ("VDFP Policy").
- c) VDFP requires that the Burn Building be engineered, constructed, used and operated in compliance with the current version of the National Fire Protection Association 1403 Standard on Live Fire Training Evolutions ("NFPA 1403 Compliance").

3) **SCOPE OF SERVICES**

- a) 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"), 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:
 - i) The development of a site plan for the Burn Building at the Site,
 - ii) Drafting of structurally engineered plans and specifications for the Burn Building using the Prototype Plans (Exhibit 2),
 - iii) Construction of Prototype 2, Class B burn building,
 - iv) Complying with all requirements of the Grant, and

- v) Complying with all requirements of the County's D/B Procedures.
- b) This project shall be designed, constructed and administered in accordance with the Grant, NFPA 1403 and the VDFP Policy, VDFP's "Agency Practices, Policies" and the "Burn Building Project Manual." All documents are available on VDFP's website at www.vafire.com under the Grants and Local Aid: Burn Building link.
- c) The County and its designees are to administer the project in accordance with all applicable federal, state and local laws and regulations. All project activities will be under the direction of the County's Project Manager, Ben Powell.
- d) Funds
 - i) The method of payment for this contract will be by fixed price or not to exceed payment including all reimbursable administrative or other expenses of any kind.
 - ii) Offerors acknowledge and understand that per Section G(3) of the VDFP Policy, grants funds cannot be used for ancillary costs as more specifically described in the VDFP Policy.

4) PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

a) GENERAL INSTRUCTIONS

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

- ii) **RFQ Questions:** Address questions concerning this RFQ to:

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

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFQ. Questions will not be accepted after May 7, 2018 at 2pm

- iii) **Ownership of Qualifications:** Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ 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 specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. 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) **Incurred Expenses:** The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Fluvanna as a result of cancellation of this RFQ.
- v) **Due Date:** Sealed copies of the proposal must be received by the Purchasing Officer no later than 2:00 p.m. EST on May 15, 2018. Proposals in response to this RFQ must be addressed to:

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

- vi) **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) **PROPOSAL PREPARATION**

- i) The County will follow the evaluation process and selection criteria described in this Request for Qualifications. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- ii) **Cover Letter** - Provide a cover letter that confirms the Offeror's understanding of this Request for Proposal, an overview of the history and qualifications of the firm.
- iii) **Forms** - All forms required to be submitted under this RFQ must be included in the Proposal as an Appendix.
 - (1) Certificate of No Collusion
 - (2) Offeror Statement
 - (3) Proof of Authority to Transact Business in Virginia
 - (4) Vendor Data Sheet
 - (5) RFQ QUESTIONNAIRE
- iv) **Overview** - The purpose of this section is to provide the County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should:
 - (1) Designate a Project Manager and indicate office location.
 - (2) Designate the Registered Design Professional.
 - (3) Include the organization chart, functional discipline, and responsibilities of project team members.
 - (4) Provide any additional information you feel is relevant to the selection.
- v) **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- vi) **Representative Projects**: This section of the Offeror's Proposal should list and describe representative clients currently served focusing on VDFP grant projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person. The Offeror must include a description of every VDFP burn building project it has worked on in Virginia.

- vii) **References:** Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.
- viii) **Addenda:** Return the RFQ cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFQ is true and accurate.
- c) The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside this format.

5) **EVALUATION AND AWARD CRITERIA**

- a) The County will evaluate submissions in response to this RFQ and intends to select a minimum of 2 / maximum of 5 firms to participate in the next step, to receive a written Request for Proposal (RFP). The firms selected will be required to demonstrate its ability to provide the services required effectively with complete impartially and without any conflict of interest. **The selection of Qualified Offerors at the RFQ step one stage shall be based on the following criteria:**
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(20 points)**
 - ii) Relevant experience with similar projects. **(40 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(20 points)**
 - iv) References from other similar projects. **(20 Points)**
- b) **DOES NOT APPLY AT STAGE ONE, FOR INFORMATIONAL PURPOSES ONLY:** The selection of the offeror in response to the RFP step two stage will be based on:
 - i) Qualifications and experience of key contract team members who are actively involved throughout the entire contract. **(15 points)**
 - ii) Relevant experience with similar projects. **(35 points)**
 - iii) Specific plan and/or methodology to be used to perform the services. **(15 points)**
 - iv) References from other similar projects. **(15 Points)**
 - v) Costs **(20 Points)**. (Note: Cost is only considered if applicable, see D/B Procedures Section 7-5.1.2(e) and (f))
- c) The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- d) The County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County.
- e) The County of Fluvanna may cancel this Request for Qualifications or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- f) The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Section 6. These provisions bind all Offerors. Further, the conditions and requirements of this RFQ, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).
- g) Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the County.

6) GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

ATTACHED

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.

- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to “his” shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a “RFQ”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing

not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFQ"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.
3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

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

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees

that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against “faith-based organizations”, being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.
7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
8. **LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
 - a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder’s return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County’s normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

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

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its

decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

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

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

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

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

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

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

- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFQ will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFQ), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part

as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

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

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

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

AWARD

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

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of previous Contracts or Services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;

- g. The quality, availability and adaptability of the Goods or Services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of the conditions attached to the Bid;
- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

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

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

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

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

investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

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

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

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

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	

Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

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

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

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

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

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.

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

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

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
- b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

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

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

- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

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

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

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

an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

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

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

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

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

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

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

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

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs.

There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

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

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

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

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

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

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

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

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

were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

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

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
 - f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
 - g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.
- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.
- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear

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

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

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

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

 Notary Public [SEAL]

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

 Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

OFFEROR STATEMENT

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

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

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

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

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

Notary Public

My commission expires: _____
Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____(SEAL)
Signature

Print Name: _____

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

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

[SEAL]

Notary Public

My commission expires: _____
Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - *[REQUIRED]*

1. General Information:

- a. Firm Name: _____
- b. SCC Id: _____
- c. Street Address: _____
- d. Telephone Number: _____
- e. Contact Person: _____
- f. State Contractor's License Number: _____
- g. Employee Registered with the Virginia Board for Contractors: _____
- i. Class A ____yes (required)
- ii. Architect or Engineer licensed in Virginia on project team ____yes (required)
- h. Check type of organization:
- Corporation ____ Individual ____
- Joint Venture ____ Other ____
- Partnership ____ If other please specify _____
- i. If a corporation or limited liability company
- State of Incorporation/formation: _____
- Date of Incorporation/formation: _____
- Federal I.D. #: _____
- Officers/Managers (list all):
- | Name | Years in Position |
|-------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
- j. If a Partnership
- Date organized: _____ Type of partnership: _____
- List of General Partners:
- | Partners Name | Years as Partner |
|---------------|------------------|
| _____ | _____ |
| _____ | _____ |
- k. If individually owned - Years in Business: _____

- l. Have you ever operated under another name? **Yes** ____ **No** ____
- i. If yes, what name: _____
- m. Are you properly registered to transact business in Virginia? **Yes** ____ **No** ____
- n. Has your firm declared bankruptcy or initiated bankruptcy proceedings in the past seven years?
Yes ____ **No** ____
2. **Bonding Information:** A bid bond, and payment and performance bonds will be required for this project at the sole cost and expense of the offeror
3. **Judgment Information:**
- a. In the last ten years, has your organization, or any officer, director, partner or owner, had judgments entered against it or them for the breach of contracts? **Yes** ____ **No** ____
4. **Convictions and Debarment Information:** If you answer yes to any of the following, please on a separate attachment, state the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.
- a. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
- i. Ever been fined or adjudicated of having failed to abate a citation for building code violations by a court or local building code appeals board? **Yes** ____ **No** ____
- ii. Ever been found guilty on charges relating to conflicts of interest? **Yes** ____ **No** ____
- iii. Ever been convicted on criminal charges relating to contracting, construction, bidding, bid rigging or bribery? **Yes** ____ **No** ____
- iv. Ever been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.6 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1-49.4 (enforcement of occupational safety and health standards); or (v) of violating any substantially similar federal law or law of another state? **Yes** ____ **No** ____
- v. Ever been convicted on charges relating to employment of illegal aliens on construction projects? **Yes** ____ **No** ____
- b. Is your organization or any officer, director, partner or owner currently debarred from doing federal, state or local government work? **Yes** ____ **No** ____
5. **Compliance Information:** If you answer yes to any of the following, please on a separate attachment give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information.
- a. Has your organization:
- i. Ever been terminated on a contract for cause? **Yes** ____ **No** ____

- ii. Within the last five years, made payment of actual and/or liquidated damages for failure to complete a project by the contracted date? **Yes** ____ **No** ____
- b. Has your organization, in the last three years, received a final order for willful and/or repeated violation(s) for failure to abate issued by the United States Occupational Safety and Health Administration or by the Virginia Department of Labor and Industry or any other government agency? **Yes** ____ **No** ____
- c. Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization? **Yes** ____ **No** ____
- d. Has your organization received more than two (2) cure notices on a single project in the past two (2) years and/or more than one (1) cure notice on five (5) separate projects in the past five (5) years? **Yes** ____ **No** ____
- e. Is your organization registered with eVA, Virginia's electronic procurement system?
Yes ____ **No** ____
- f. If you answered "No" to the eVA question above, does your organization agree to become eVA registered before a contract award? **Yes** ____ **No** ____

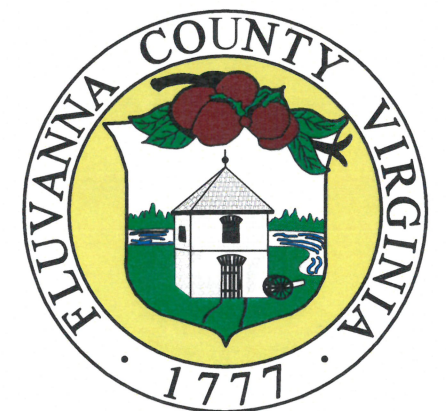
6. Company Information:

- a. What approximate, total volume of work in dollars was completed by your organization in the past 24 months? \$ _____
- b. What approximate portion of that work was completed directly by your organization?
\$ _____
- c. Does your organization have more than one office? **Yes** ____ **No** ____
- d. If "Yes" to the above, list the locations of all those offices and indicate which office would run this project.
 - i. Office Locations (listing the office for this project first):
 - 1. _____
 - 2. _____
 - 3. _____
- e. How many people does your organization directly employ? _____
- f. Does your organization have a strong relationship with certain vendors, suppliers, or subcontractors that you would rely upon if awarded a contract? **Yes** ____ **No** ____
- g. If "Yes" to the above, list the companies.
 - i. _____
 - ii. _____
 - iii. _____

Exhibit Showing Conceptual Layout for Fire Training Building in Fork Union, Virginia

(for planning purposes only)

March 28, 2018



Final location and dimensions of building, concrete apron driveway and other site features to be determined during site plan preparation.

Scale: NTS (Approx. 1" = 100')



Google Earth

COMMONWEALTH OF VIRGINIA
BURN BUILDING PROP PROTOTYPE 2
METAL BUILDING — CLASS B FUEL

Street Address
City, Virginia, Zip Code

OWNER
LOCALITY/MUNICIPALITY

Street Address
City, Virginia Zip Code
Phone:
Fax:

BURN BUILDING GRANT
FUNDS PROVIDED BY:
COMMONWEALTH of VIRGINIA
Department of Fire Programs

1005 Technology Park Drive
Glen Allen, VA 23059
Phone: (804) 371-0220

ARCHITECT/ ENGINEER
ARCHITECTURAL OR ENGINEERING FIRM

Street Address
City, State Zip Code
Phone:
Fax:

THIS IS A PROTOTYPICAL DESIGN SET OF
DRAWINGS NOT INTENDED FOR
CONSTRUCTION. THESE DRAWINGS ARE
INTENDED TO BE USED IN CONJUNCTION WITH
THE PROJECT MANUAL AND SPECIFICATIONS
BY AN ARCHITECT/ENGINEER EMPLOYED BY
THE GRANT RECIPIENT IN THE DESIGN OF A
NEW BURN BUILDING PROP.

BUILDING CODE DATA

JURISDICTION:
CITY/COUNTY, VIRGINIA

BUILDING CODE:
A. VIRGINIA UNIFORM STATEWIDE BUILDING CODE
(VUSBC) 2009 EDITION
B. INTERNATIONAL BUILDING CODE (IBC) 2009
EDITION AS AMENDED BY VUSBC

USE GROUP/OCCUPANCY (IBC SECTIONS 304, 311, 1003):

	FLOOR AREA (SQ. FT.)	DENSITY (SQ. FT./PERSON)	OCCUPANTS
BUILDING, GROSS	1881	50	37

*NOTE THE STRUCTURE IS DESIGNED AS A TRAINING PROP AND IS NOT HEATED OR AIR CONDITIONED
AND DOES NOT INCLUDE RESTROOMS.

CONSTRUCTION TYPE (IBC SECTION 602):
(II B) NON-COMBUSTIBLE/UNPROTECTED

SPRINKLED:
NOT REQUIRED

HEIGHT/AREA LIMITATIONS (IBC SECTION 503):

TOTAL:	ALLOWABLE:	
A) AREA:	1881 SQ. FT.	8500 SQ. FT.
B) HEIGHT:	+/- 24'-0" (2 STORY)	40'-0" (2 STORY)

*NOTE: A CODE MODIFICATION REQUEST MUST BE SUBMITTED TO THE BUILDING OFFICIAL FOR
CONSTRUCTION OF THIS NON-HABITABLE TRAINING PROP.

INDEX OF DRAWINGS

REFERENCE		ELECTRICAL	
T0.1	TITLE SHEET, BUILDING CODE DATA, & LOCATION MAP	E1.0	ELECTRICAL FLOOR & ATTIC PLANS, NOTES, SYMBOLS & ABBREVIATIONS
A0.1	ABBREVIATIONS, MATERIAL INDICATORS, & GRAPHIC SYMBOLS	E2.0	ELECTRICAL DETAILS & PANELBOARD SCHEDULE
A0.2	GENERAL NOTES		
ARCHITECTURAL		MECHANICAL	
A1.0	SLAB ELEVATION PLAN	M1.0	MECHANICAL PLANS, & NOTES
A2.0	FIRST FLOOR PLAN		
A2.1	SECOND FLOOR PLAN		
A2.2	ATTIC FLOOR & SLOPED ROOF PLANS		
A3.0	BUILDING ELEVATIONS		
A3.1	BUILDING SECTIONS		
A4.0	SCUPPER, RAMP, & THERMAL LINING DETAILS		
A4.1	SIGNAGE, RAILING AND CHOPOUT DETAILS		
STRUCTURAL			
S1.0	FOUNDATION PLAN (BEARING WALL DESIGN) & COLUMN FTG SCHEDULE		
S1.1	FOUNDATION PLAN (MAIN FRAME DESIGN) & COLUMN FTG SCHEDULE		
S2.0	FOUNDATION SECTIONS & DETAILS		
S3.0	EXTERIOR STEEL STAIR ELEVATION, SECTIONS, & DETAILS		

LOCATION MAP

PROPOSED BURN PROP
VICINITY MAP



PRIME PROFESSIONAL
FIRM LOGO

Project Title
COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

SUB-CONSULTANT'S
LOGO



Department
of
Fire Programs

NOT FOR
CONSTRUCTION

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No.	REVISIONS	Date

Sheet Title
TITLE SHEET, BUILDING
CODE DATA, &
LOCATION MAP
CITY/COUNTY VIRGINIA
Drawn By: SJS Approved By: MAM
Checked By: SMF Date: 04/11/13

PROFESSIONAL
SEAL

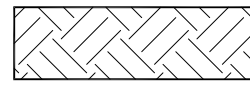
Sheet No.

T0.1

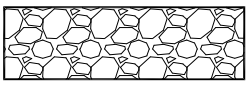
ABBREVIATIONS

Ø	AT	JT	JOINT
ADJ	ADJACENT, ADJUSTABLE	L	LENGTH
AFF	ABOVE FINISHED FLOOR	LB(S)	POUND, POUNDS
AGG	AGGREGATE	LTWLT CONC	LIGHTWEIGHT CONCRETE
ANCH	ANCHOR, ANCHORAGE	MATL	MATERIAL
ANOD	ANODIZED	MAX	MAXIMUM
APPRD	APPROVED	MECH	MECHANICAL
ARCH	ARCHITECTURAL	MED	MEDIUM
ASSOC	ASSOCIATED	MANUF	MANUFACTURER
AUTO	AUTOMATIC	MIN	MINIMUM
AUX	AUXILIARY	MISC	MISCELLANEOUS
AVG	AVERAGE	MTD	MOUNTED
BLDG	BUILDING	MTG HT	MOUNTING HEIGHT
BLK	BLOCK	MTL	METAL
BOTT	BOTTOM	N/A	NOT APPLICABLE
BR	BURN ROOM	NEG	NECESSARY
CEM	CEMENT	NIC	NOT IN CONTRACT
CHK'D	CHECKED	NTS	NOT TO SCALE
CJ	CONTROL JOINT	NO#	NUMBER
CL	CENTER LINE	NOM	NOMINAL
CLG	CEILING	OC	ON CENTER
CLR	CLEAR	OD	OUTSIDE DIAMETER
COL	COLUMN	OH	OVERHEAD
CONC	CONCRETE	OPENS	OPENING
CONT	CONTINUOUS	OPP	OPPOSITE
CONTR	CONTRACTOR	PART	PARTITION
COORD	COORDINATE	PL	PLATE
CTR	CENTER	PLUMB	PLUMBING
D	DEEP (DEPTH)	FR	FAIR
DBL	DOUBLE	PREFAB	PREFABRICATED
DEP	DEPRESSION, DEPRESS	PROV	PROVIDE
DET	DETAIL	PSF	POUNDS PER SQUARE FOOT
DIA	DIAMETER	PSI	POUNDS PER SQUARE INCH
DIM	DIMENSION	PT	PAINT, POINT
DN	DOWN	PVC	POLYVINYL CHLORIDE
DR	DOOR	R	RADIUS, RISER
DWG(S)	DRAWING(S)	REF	REFLECTED, REFERENCE, REFER
DWL	DOWNEL	REINF	REINFORCEMENT
EA	EACH	REQ	REQUIRE, REQUIRED
ELEV	ELEVATION	REV	REVISE, REVISION
ELECT	ELECTRICAL	ROOFG	ROOFING
ENCLOS	ENCLOSURE	RH	RIGHT HAND
EQ	EQUAL	RO	ROUGH OPENING
EQUIP	EQUIPMENT	RM	ROOM
EXP	EXPANSION, EXPOSED	SCHED	SCHEDULE
EJ	EXPANSION JOINT	SEAL	SEALANT
EXIST	EXISTING	SHT	SHEET
EXT	EXTERIOR	SIM	SIMILAR
FDN	FOUNDATION	SPEC(S)	SPECIFICATION
FIN	FINISH	SQ	SQUARE
FLR	FLOOR	SS	STAINLESS STEEL
FLEX	FLEXIBLE	STD	STANDARD
FRT	FIRE RETARDANT TREATED	STL	STEEL
FT(T)	FEET (FOOT)	STRUC	STRUCTURAL (STRUCTURE)
FTG	FOOTING	SUSP	SUSPEND, SUSPENDED
GA	GAUGE	T	TOP, THICK
GALV	GALVANIZED	T&B	TOP AND BOTTOM
GC	GENERAL CONTRACTOR	TEMP	TEMPERED, TEMPORARY, TEMPERATURE
GEN	GENERAL	THK	THICK, THICKNESS
H	HIGH	THRU	THROUGH
HDM	HARDWARE	TS	STRUCTURAL STEEL TUBE OR TOP OF STEEL
HORIZ	HORIZONTAL	TYP	TYPICAL
HP	HIGH POINT	UL	UNDERWRITERS LABORATORIES
HT(H)	HEIGHT	UNO	UNLESS NOTED OTHERWISE
IN(')	INCH	VERT	VERTICAL
INFO	INFORMATION	V.I.F.	VERIFY IN FIELD
INSUL	INSULATE, INSULATION	WT	WEIGHT
INT	INTERIOR	WNF	WELDED WIRE FABRIC
		W	WIDTH, WIDE
		WTH	WITHIN
		WO	WITHOUT
		WP	WORKING POINT

MATERIAL INDICATIONS



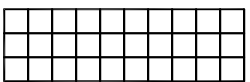
EARTH



GRANULAR FILL



STEEL



INSULATION

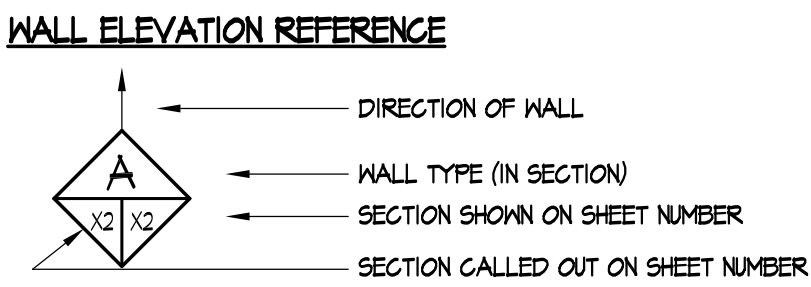
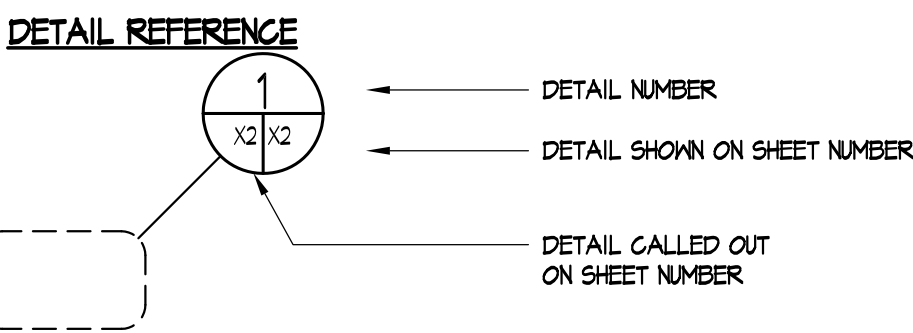
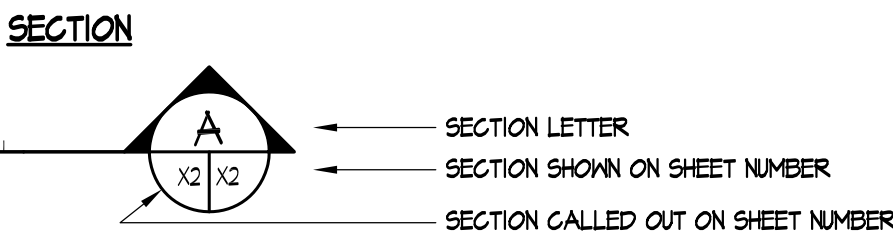
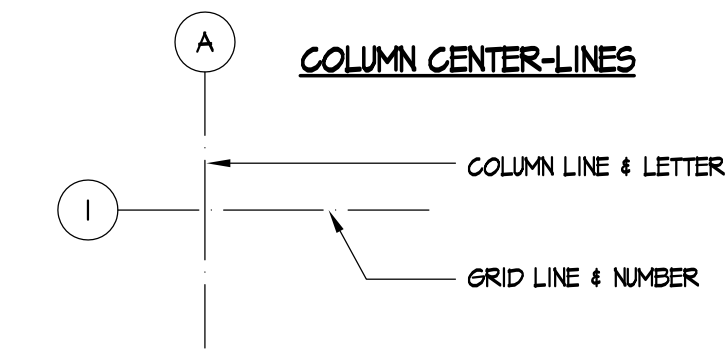


FIRE BRICK

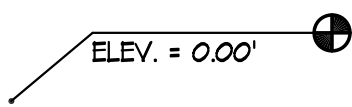


CONCRETE

GRAPHIC SYMBOLS



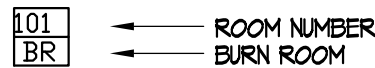
SPOT ELEVATION- NEW



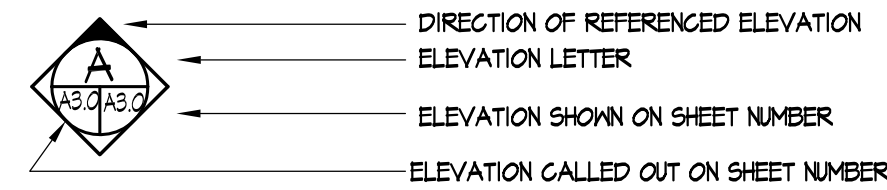
DOOR NUMBER



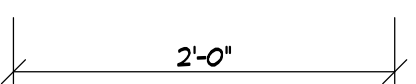
ROOM NUMBER



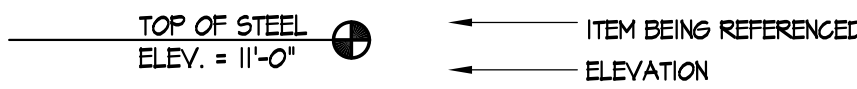
EXTERIOR ELEVATION



DIMENSIONING CONVENTIONS



ELEVATION TARGET



WINDOW TYPE



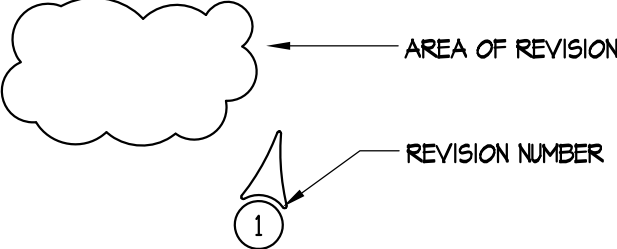
NORTH ARROW



KEY NOTE



REVISION



LIMITS OF CONSTRUCTION

PRIME PROFESSIONAL
FIRM LOGO

Project Title

COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

SUB-CONSULTANT'S
LOGO



Department
of
Fire Programs

NOT FOR
CONSTRUCTION

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No.	REVISIONS	Date

Sheet Title	ABBREVIATIONS MATERIAL INDICATORS, & GRAPHIC SYMBOLS
CITY/COUNTY	VIRGINIA
Drawn By: SJS	Approved By: MAM
Checked By: SMF	Date: 04/11/13

PROFESSIONAL
SEAL

Sheet No.

A0.1

2 of 18

GENERAL NOTES:

GENERAL:

1. WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:

A. THE VIRGINIA UNIFORM STATEWIDE BUILDING CODE (VUBC), 2004 EDITION

B. THE INTERNATIONAL BUILDING CODE (IBC), 2004 EDITION AS AMENDED BY THE VUBC

C. ALL APPLICABLE STATE AND LOCAL CODES, ORDINANCES AND REGULATIONS
2. MAINTAIN UTILITY EQUIPMENT IN SERVICE AND PROTECT AGAINST DAMAGE DURING CONSTRUCTION. DO NOT INTERRUPT EXISTING UTILITIES SERVING OCCUPIED OR OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY THE BUILDING MANAGER AND AUTHORITIES HAVING JURISDICTION. IF REQUIRED BY THE OWNER, AT THE CONTRACTOR'S EXPENSE, PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES. PROVIDE NO LESS THAN 12 HOURS PRIOR NOTICE TO THE OWNER AND THE BUILDING MANAGER IF SHUTDOWN OF SERVICE IS REQUIRED.

DESIGN LOADS:

1. BUILDING CLASSIFICATION CATEGORY _____||
2. GROUND SNOW, Ps _____30 PSF*

FLAT ROOF SNOW LOAD, Pf _____23 PSF*

SNOW EXPOSURE FACTOR, Ce _____0.9

SNOW THERMAL FACTOR, Ct _____1.2

SNOW IMPORTANCE FACTOR, I _____1.0
3. WIND SPEED _____||10 MPH*

EXPOSURE _____C

IMPORTANCE FACTOR, I _____1.0

INTERNAL PRESSURE COEFFICIENT _____±0.18
4. COMPONENTS AND CLADDING (A = 10 SOFT):

ROOF WIND LOADING:

ZONE 1 _____±12.5, -21.8 PSF*

ZONE 2 _____±12.5, -26.5 PSF*

ZONE 3 _____±12.5, -55.0 PSF*

WALL WIND LOADING:

ZONE 4 _____±21.8, -29.6.5 PSF*

ZONE 5 _____±21.8, -24.1 PSF*

5. LIVE LOADS:

FLAT AND SLOPED ROOFS _____100 PSF

FLOORS _____100 PSF

STAIRS _____100 PSF

* MINIMUM CONCENTRATED LOAD OF 500 POUNDS ON STAIR TREADS (ON AREA OF 4 SQUARE INCHES)

RAILINGS _____50 PSF UNIFORM OR 200 LB POINT LOAD

EXTERIOR APRON _____125 PSF

6. SEISMIC DESIGN:

SEISMIC IMPORTANCE FACTOR, I _____1.0

MAPPED SPECTRAL RESPONSE ACCELERATION, Ss _____0.42*

MAPPED SPECTRAL RESPONSE ACCELERATION, S1 _____0.115*

SEISMIC USE GROUP _____C*

SITE SOIL CLASS _____D*

SPECTRAL COEFFICIENT, Sds _____0.448*

SPECTRAL COEFFICIENT, Sd1 _____0.184*

SEISMIC DESIGN CATEGORY _____C*

BASIC STRUCTURAL SYSTEM _____MOMENT FRAME

SEISMIC FORCE RESISTING SYSTEM _____M (ASCE 1-05 TABLE 12.2-1)

DESIGN BASE SHEAR _____15.8 KIPS*

SEISMIC RESPONSE COEFFICIENT Cs _____0.12*

RESPONSE MODIFICATION COEFFICIENT R _____3

SEISMIC ANALYSIS _____EQUIV. LATERAL FORCE PROCEDURE

*VERIFY WITH LOCAL JURISDICTION

ARCHITECTURAL:

1. UNLESS NOTED OTHERWISE, ALL PARTITIONS ARE DIMENSIONED TO THE FACE OF FINISHED WALL.

2. THE DATUM ELEVATION IS TAKEN AT THE TOP OF THE EXTERIOR APRON SLAB WHERE THE APRON INTERSECTS THE PERIMETER OF THE BUILDING (EXCEPT AT GROUND FLOOR DOORS).

3. THE DATUM ELEVATION IS XXX FEET.

4. ALL BUILDING ELEVATIONS ARE SHOWN IN THE PLANS AS +XXX OR -XXX IN FEET RELATIVE TO THE DATUM.

FOUNDATIONS:

1. CONTRACTOR SHALL NOTIFY "MISS UTILITY" PRIOR TO BEGINNING EXCAVATION FOR LOCATION OF UNDERGROUND UTILITIES.

2. EXTERIOR FOOTINGS AND COLUMN FOOTINGS WERE DESIGNED TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE A MINIMUM OF 2'-0" BELOW EXISTING GRADE.

3. MINIMUM SOIL BEARING PRESSURE IS ASSIGNED TO BE 2,000* PSF AND THE OWNER SHALL EMPLOY A GEOTECHNICAL ENGINEER TO VERIFY THAT THIS ALLOWABLE SOIL BEARING PRESSURE IS ATTAINABLE. IF THIS IS NOT ATTAINABLE, THE OWNER/CONTRACTOR SHALL CONTACT THE ENGINEER FOR REDESIGN.

4. SOIL POISONING TREATMENT SHALL BE PROVIDED FOR AREAS BENEATH CONCRETE SLABS ON EARTH AND ALONG INTERIOR SURFACES OF FOUNDATION BY APPLICATOR CERTIFIED TO PERFORM SUCH WORK IN THE STATE OF VIRGINIA. FURNISH OWNER WITH A WRITTEN 5-YEAR INSURED GUARANTEE.

5. ALL COLUMN FOOTINGS SHALL BE CENTERED UNDER COLUMN CENTER LINES UNLESS NOTED OTHERWISE.

6. ALL UTILITIES WHICH CROSS FOOTINGS MUST PASS ABOVE STRIP FOOTING THROUGH THE FOUNDATION WALL, SLEEVE, PATCH, AND PARGE. STEP FOOTINGS AS REQUIRED. REINFORCING SHALL BE CONTINUOUS AT ALL FOOTING STEPS.

7. CONCRETE SLABS ON GRADE SHALL BEAR ON A MINIMUM OF 6" COMPACTED #51 STONE. WHERE REQUIRED, SOIL UNDER FOOTINGS SHALL BE COMPACTED TO AT LEAST 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM METHOD D-698 (STANDARD PROCTOR).

CONCRETE:

1. CONCRETE FOR FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS AND A MAXIMUM WATER/CEMENT RATIO OF 0.5.

2. CONCRETE FOR FLOOR SLABS, STEM WALL, PEDESTALS AND OTHER ABOVE GROUND CONSTRUCTION SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5000* PSI AT 28 DAYS AND A MAXIMUM WATER/CEMENT RATIO OF 0.40* UNLESS NOTED OTHERWISE.

3. ALL CONCRETE SHALL BE MIXED, PLACED AND TESTED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.

4. ALL CONCRETE SHALL HAVE A SLUMP OF 4" ± 1" UNLESS NOTED OTHERWISE.

5. CONCRETE MIX DESIGNS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER OF RECORD FOR APPROVAL PRIOR TO USE.

6. ALL CONCRETE TO BE POURED IN COLD WEATHER, AS DEFINED IN SECTION 11 OF ACI 306R, COLD WEATHER CONCRETING, SHALL FULLY COMPLY WITH ACI 306.1, STANDARD SPECIFICATIONS FOR COLD WEATHER CONCRETING, AND ACI 306R.

7. ALL CONCRETE TO BE POURED IN HOT WEATHER, AS DEFINED IN SECTION 1.2 OF ACI 305R, HOT WEATHER CONCRETING, SHALL FULLY COMPLY WITH ACI 305.1, STANDARD SPECIFICATIONS FOR HOT WEATHER CONCRETING, AND ACI 305R.

8. REINFORCING BARS SHALL BE ASTM A-615, GRADE 60. EPOXY COATED BARS SHALL BE ASTM A-715 GRADE 60 AS A BID ALTERNATE

9. ALL CONCRETE REINFORCING SHALL BE DETAILED AND CONSTRUCTED PER ACI 318.

10. CONTRACTOR SHALL SUBMIT REINFORCING SHOP DRAWINGS FOR CONCRETE REINFORCING STEEL FOR APPROVAL.

11. ALL CONCRETE REINFORCING STEEL SHALL HAVE CORNER OR "Z" BARS OF THE SAME DIAMETER AT ALL CORNERS AND CHANGES IN DIRECTION. CORNER AND "Z" BARS SHALL LAP CONTINUOUS BARS A MINIMUM OF 48 TIMES THE NOMINAL BAR DIAMETER ON BOTH ENDS.

12. ALL CONCRETE SLABS ON GRADE SHALL BE REINFORCED WITH WELDED WIRE FABRIC OF THE SIZE INDICATED ON THE PLANS AND SHALL BE PLACED OVER 6 MIL VAPOR BARRIER UNLESS SHOWN OTHERWISE ON DRAWINGS.

13. SAW CUTTING CONTROL JOINTS SHALL BE PERFORMED AS SOON AS THE CONCRETE SLAB ON GRADE IS HARD ENOUGH TO SUPPORT THE CUTTING MACHINE WITHIN FIRST FOUR HOURS OF CURING.

14. SLABS ON GRADE INCLUDING THE EXTERIOR APRON SLAB SHALL BE AIR ENTRAINED CONCRETE AND REINFORCED WITH WELDED WIRE FABRIC PLACED ON CONCRETE BLOCKS. AIR ENTRAINMENT FOR SLABS SHALL BE 6% BY VOLUME ± 1%.

15. ALL CONCRETE EXCEPT FOOTINGS SHALL BE AIR-ENTRAINED 6% BY VOLUME ± 1% UNLESS SHOWN OTHERWISE ON DRAWING.

16. CONCRETE PROTECTION FOR STEEL REINFORCEMENT OF CAST-IN-PLACE CONCRETE SHALL BE AS SPECIFIED BELOW:

TYPE OF STRUCTURE	MINIMUM CLEAR COVER (UNLESS OTHERWISE NOTED IN DRAWINGS)
STEM WALL	2"
PEDESTALS	2" TO VERTICAL BARS 1-3/8" TO TIES
FOOTINGS AND OTHER EARTH FORMED CONCRETE	3"

17. SPECIAL INSPECTIONS SHALL BE REQUIRED FOR THE CAST IN PLACE CONCRETE MATERIALS AND INSTALLATION, INCLUDING BUT NOT LIMITED TO REINFORCEMENT, BOLTS, FORMWORK, PLACEMENT, CURING AND STRENGTH AS IDENTIFIED IN THE SCHEDULE OF SPECIAL INSPECTIONS.

STRUCTURAL STEEL:

1. ALL STRUCTURAL STEEL FRAMING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AISI "MANUAL OF STEEL CONSTRUCTION." ALL STRUCTURAL STEEL BEAM, COLUMN AND CHANNEL SHAPES SHALL BE ASTM A-992. ALL STEEL ANGLES AND PLATES SHALL BE ASTM A-36. ALL STRUCTURAL STEEL TUBES SHALL BE ASTM A500 GRADE B.

2. CONTRACTOR TO SUBMIT STRUCTURAL STEEL SHOP DRAWINGS FOR APPROVAL BY THE STRUCTURAL ENGINEER OF RECORD.

3. ALL STRUCTURAL STEEL SHOP WORK TO BE WELDED WITH E70XXX ELECTRODES. FIELD WORK CONNECTIONS TO BE BOLTED WITH 3/4" HIGH STRENGTH A325X BOLTS OR WELDED WITH E70XXX ELECTRODES. PRE-DRILL HOLES IN STEEL MEMBERS AS REQUIRED FOR FASTENING, BLOCKING, ETC.

4. ALL COLUMNS SHALL BE FURNISHED WITH CAP PLATES AND BASE PLATES OF SIZE CALLED FOR AND SHALL BE SHOP WELDED. BASE PLATES SHALL BEAR ON LEVELING NUTS SET IN 1" THICKNESS OR APPROVED SHRINK RESISTANT GROUT EXCEPT WHEN SHOWN OTHERWISE, AND ANCHORED WITH FOUR (4) 3/4" DIAMETER 12" THREADED RODS WITH A WASHER AND DOUBLE NUTS. SHIM UNDER BASE PLATES AS REQUIRED.

5. ALL STRUCTURAL STEEL FRAMING TO HAVE ONE SHOP COAT OF RUST INHIBITIVE PAINT AFTER FABRICATION, AND ONE FINISH COAT OF APPROVED PAINT, UNLESS NOTED OTHERWISE. ALL EXPOSED STEEL TO HAVE TWO (2) COATS OF APPROVED COLOR SELECTED BY OWNER.

6. SPECIAL INSPECTIONS SHALL BE REQUIRED FOR THE STRUCTURAL STEEL MATERIALS, QUALITY CONTROL PROGRAM, BOLTS, NUTS AND WASHERS, WELDING, AND STRUCTURAL DETAILS AS IDENTIFIED IN THE SCHEDULE OF SPECIAL INSPECTIONS.

STEEL GRATING AND TREADS:

1. STEEL GRATINGS SHALL BE 2" DEEP, 14 GAUGE, GALVANIZED GRIP STRUT DIAMOND SAFETY GRATING OR EQUIVALENT. INSTALL GRATING IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS TO CREATE A TWO-SPAN CONDITION BY WELDING. WELD SIDES OF ADJACENT PANELS TOGETHER PER MANUFACTURER'S RECOMMENDATIONS.

2. STEEL STAIR TREADS SHALL BE 2" DEEP, 14 GAUGE GALVANIZED GRIP STRUT DIAMOND STAIR TREADS OR EQUIVALENT. INSTALL TREADS IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS USING STANDARD ZINC COATED BOLTS.

WOOD:

1. WOOD FRAMING IS BASED ON DESIGN VALUES NOTED IN THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2005 EDITION

2. RAFTERS FOR CHOP OUT OPENING SHALL BE CONSTRUCTED WITH No. 2 SOUTHERN YELLOW PINE (SYP) WITH MINIMUM Fb = 1050 PSI AND E = 1,600,000 PSI ALLOWABLE STRESSES.

3. ALL PLYWOOD SHALL BE MANUFACTURED AND GRADED IN ACCORDANCE WITH U.S. DEPARTMENT OF COMMERCE (DOC) PRODUCT STANDARD PS1-45 FOR PLYWOOD CONSTRUCTION FROM GROUP 1 SPECIES. EACH PLYWOOD SHEET SHALL BEAR THE "APA" GRADE TRADEMARK.

4. PLYWOOD ROOF SHEATHING SHALL CONFORM TO APA C-D RATED EXTERIOR 3/4" MINIMUM THICKNESS PLYWOOD SHEATHING UNLESS NOTED OTHERWISE. PROVIDE APPROPRIATE SPACING BETWEEN JOINTS. USE OF "H" CLIPS REQUIRED ON ROOF SHEATHING.

5. THE FACE GRAIN OF THE PLYWOOD SHALL BE LAID AT RIGHT ANGLES TO THE RAFTERS.

6. FASTENERS SHALL BE PLACED 3/8" MINIMUM FROM THE EDGE OF THE PLYWOOD SHEETS.

7. ALL PLYWOOD END JOINTS SHALL BE STAGGERED AND SHALL BE LOCATED ALONG THE CENTER LINES OF THE FRAMING MEMBERS.

8. PLYWOOD USED FOR SLOPED ATTIC ROOF, WITH THE EXCEPTION OF THE CHOP OUT, SHALL BE FIRE RETARDANT TREATED. PLYWOOD AND WOOD FRAMING USED FOR CHOP OUT SHALL NOT BE PRESERVATIVE OR FIRE RETARDANT TREATED.

METAL BUILDING:

1. METAL BUILDING MANUFACTURER SHALL BE A MEMBER OF THE METAL BUILDING MANUFACTURERS ASSOCIATION (MEMA). CONTRACTOR SHALL SUBMIT SEALED COMMONWEALTH OF VIRGINIA LICENSED PROFESSIONAL ENGINEER'S STRUCTURAL DESIGN CALCULATIONS AND SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION OF METAL BUILDING FOUNDATION.

2. SHOP DRAWINGS SUBMITTAL REQUIREMENTS: SUBMIT COMPLETE ERECTION DRAWINGS SHOWING ANCHOR BOLT SETTINGS, SIDEWALL, ENDWALL AND ROOF FRAMING, TRANSVERSE CROSS SECTIONS, COVERING AND TRIM DETAILS AND ACCESSORY INSTALLATION DETAILS TO CLEARLY INDICATE PROPER ASSEMBLY OF BUILDING COMPONENTS.

3. METAL BUILDING MANUFACTURER SHALL PROVIDE A COMPLETE AND PROPERLY INSTALLED SYSTEM AS REQUIRED FOR A WEATHER TIGHT, 20 YEAR WARRANTED BUILDING.

4. THE LOCATION OF ANCHOR BOLTS, SIZE OF COLUMN BASE PLATES, LOCATION OF GIRTS, ETC., MUST BE VERIFIED AGAINST MANUFACTURERS FRAMING ARRANGEMENT. ANY DEVIATIONS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ALL SUCH DEVIATIONS MUST BE COORDINATED AND APPROVED BEFORE CONCRETE IS PLACED.

5. THE CONCRETE PIERS ARE DESIGNED FOR VERTICAL AND LATERAL LOADS. NO MOMENT FROM RIGID FRAME COLUMNS SHALL BE TRANSMITTED TO THE FOUNDATION.

6. DESIGN OF THE PRE-ENGINEERED BUILDING TO SUPPORT ROOF, SNOW, WIND AND SEISMIC LOADS AS STATED IN THE DESIGN LOADS ABOVE IN ACCORDANCE WITH THE METAL BUILDING MANUFACTURER'S ASSOCIATION. ADDITIONAL LOADS:

α. COLLATERAL ROOF AND FLOOR DEAD LOAD = 5 PSF

EXPANSION ANCHORS:

1. ALL ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER.

2. EXPANSION ANCHORS SHALL BE WEDGE TYPE WITH A SINGLE PIECE THREE SECTION WEDGE. THE ANCHORS SHALL MEET THE DESCRIPTION IN FEDERAL SPECIFICATION FF-5-325, GROUP II, TYPE 4, CLASS I FOR CONCRETE EXPANSION ANCHORS. ANCHORS SHALL BE HILTI KNIK BOLT II, MANUFACTURED BY HILTI FASTENING SYSTEMS, OR EQUIVALENT.

3. ALL EXPANSION ANCHORS SHALL BE ZINC PLATED IN ACCORDANCE WITH ASTM B633, SERVICE CONDITION SC I, TYPE III UNLESS INDICATED IN THE DRAWINGS AS STAINLESS STEEL.

4. UNLESS OTHERWISE NOTED, THE FOLLOWING MINIMUM REQUIREMENTS SHALL BE MET FOR EXPANSION ANCHORS:

ANCHOR DIAMETER	EMBEDMENT DEPTH	ALLOWABLE LOADS IN CONCRETE	
		TENSION (POUNDS)	SHEAR (POUNDS)
3/8"	2-1/2"	1,570	1,470
1/2"	3-1/2"	2,400	2,450

THERMAL LINING:

1. THE THERMAL LINING SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUFACTURER.

2. THE THERMAL LINING SYSTEM SHALL BE DESIGNED TO PROVIDE THE REQUIRED LEVEL OF PROTECTION AS INDICATED IN THE SPECIFICATIONS.

TEMPERATURE MONITORING SYSTEM:

1. THE TEMPERATURE MONITORING SYSTEM SHALL CONSIST OF A CENTRAL RECORDER LOCATED IN THE MONITORING EQUIPMENT ROOM AND THERMOCOUPLES AS SHOWN ON ELECTRICAL DRAWINGS, SEE SPECIFICATION FOR REQUIREMENTS.

ELECTRICAL:

1. PROVIDE ALL NECESSARY LABOR, EQUIPMENT, ETC. FOR ALL WORK INDICATED AND REQUIRED FOR COMPLETE INSTALLATION TO COMPLY WITH THE 2004 EDITION OF THE INTERNATIONAL ELECTRICAL CONSERVATION CODE, (2004 IECC).

2. ELECTRICAL SUB CONTRACTOR TO PROVIDE SYSTEM DESIGN AND PLAN LAYOUT FOR REVIEW AND APPROVAL.

3. THE ELECTRICAL CONTRACTOR SHALL KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL AND RUBBISH DAILY AND AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE PREMISES ALL RUBBISH, IMPLEMENTS, AND SURPLUS MATERIALS AND LEAVE THE BUILDING "BROOM CLEAN".

4. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY STATING THAT ALL MATERIALS AND WORKMANSHIP ARE FREE FROM DEFECTS FOR A PERIOD OF 12 MONTHS FROM DATE OF FINAL ACCEPTANCE.

5. MATERIALS:

A. WIRE AND CABLE SHALL BE COPPER WITH THIN/THIN INSULATION AND BE SIZED AS PER 2008 NEC.

B. ALL WIRING SHALL BE CONCEALED WHERE POSSIBLE. WHERE APPROVED BY THE DESIGNER, EXPOSED WIRING SHALL BE RUN PARALLEL AND PERPENDICULAR TO THE BUILDING CONSTRUCTION.

C. DISCONNECT SWITCHES SHALL BE SQUARE-D GENERAL DUTY FUSIBLE WITH CLASS "R" FUSE CLIPS OR EQUAL.

D. FUSES SHALL BE TIME-DELAY DUAL ELEMENT TYPE AND SHALL BE SIZED AS REQUIRED. AND QUANTITY.

E. ALL SWITCHES AND RECEPTACLES SHALL BE SPECIFICATION GRADE AND COLOR AS CHOSEN BY OWNER.

6. THE ELECTRICAL CONTRACTOR MUST INSPECT JOB SITE PRIOR TO BIDDING JOB AND WILL INCLUDE COMPLETE RESPONSIBILITY FOR ALL LABOR AND MATERIALS AS SPECIFIED ON PLANS.

7. ELECTRICAL CONTRACTOR SHALL VERIFY THE AIC BEFORE PURCHASE OF SERVICE ENTRANCE EQUIPMENT.

8. ELECTRICAL CONTRACTOR SHALL VERIFY EQUIPMENT CAPACITY BEFORE ROUGH-IN.

9. ALL WIRING SHALL BE IN CONDUIT AND BE 12 AWG UNLESS OTHERWISE SPECIFIED. CONDUIT SHALL BE EMT OR RMC.

10. CONDUIT IN AND UNDER SLAB SHALL BE SCHEDULE 40 PVC AND SHALL BE BELOW THE FROST LINE.

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FIRM LOGO

Project Title

COMMONWEALTH OF
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PROTOTYPE 2
CLASS B FUEL

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GENERAL
NOTES

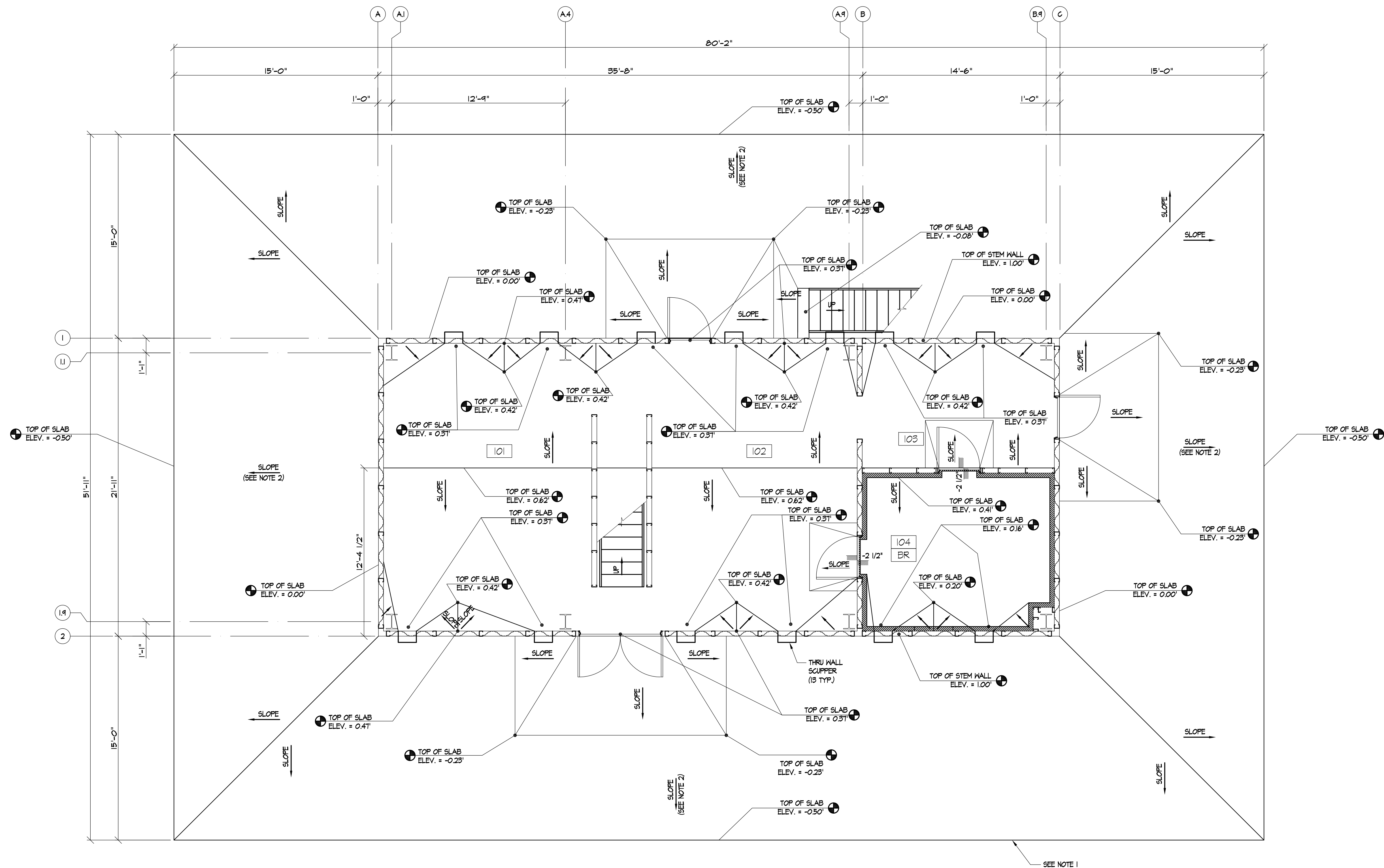
CITY/COUNTY _____ VIRGINIA	
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SLAB ELEVATION PLAN

SCALE: 1/4" = 1'-0"

NOTES:

- 1 SLAB TURNDOWNS AND JOINTS ARE NOT SHOWN FOR CLARITY SEE SHEET S.I.O FOR ADDITIONAL INFORMATION.
- 2 PROVIDE MINIMUM SLOPE TO DRAIN OF 1/4" PER FT.
- 3 COLUMN/MAIN FRAMES ARE OPTIONAL - DEPENDING ON METAL BUILDING MANUFACTURER.

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SLAB ELEVATION PLAN

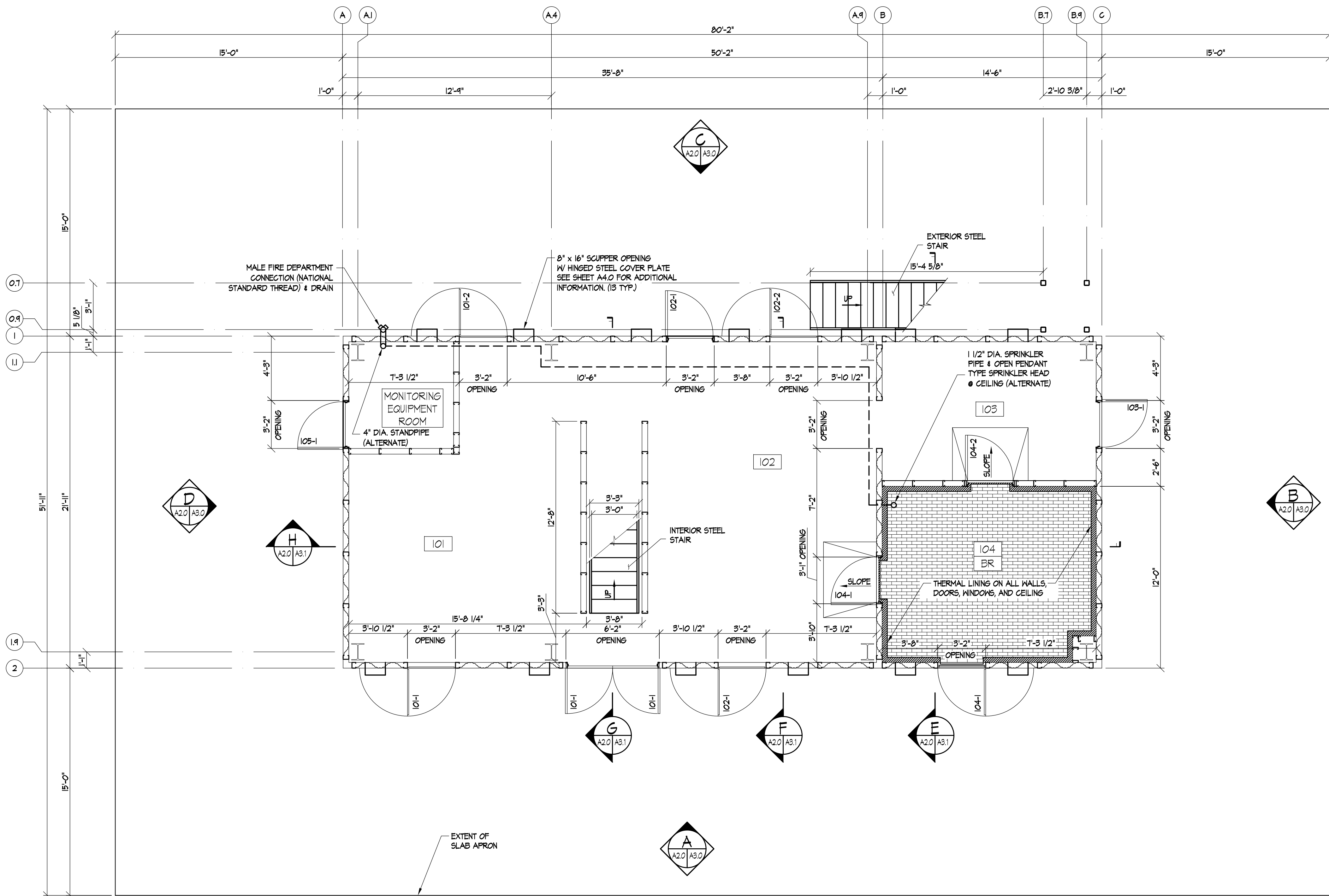
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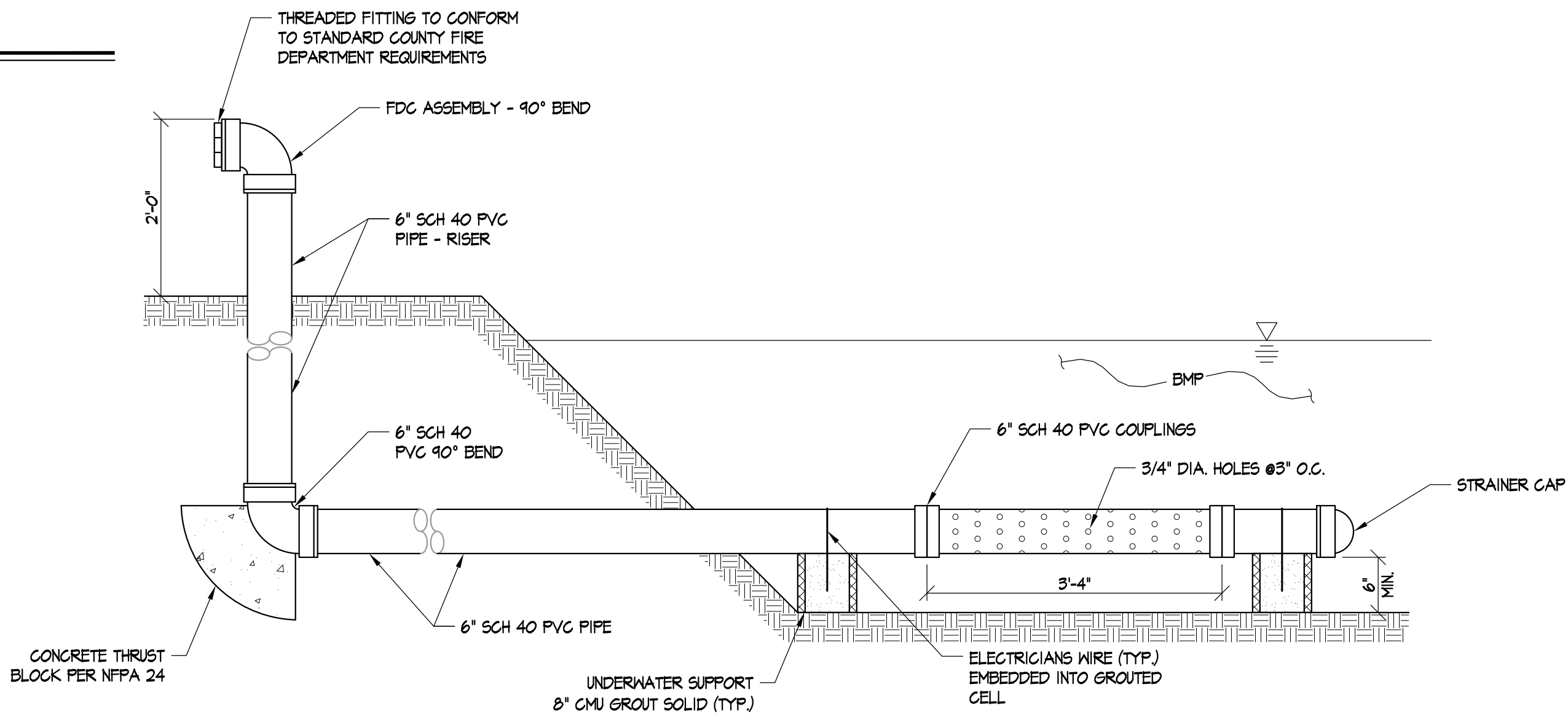


FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTES:

- ROOM 104 IS A BURN ROOM. NO BURNING IS ALLOWED IN ROOMS 101, 102, 103, MONITORING EQUIPMENT ROOM, OR ON THE STAIRS OR LANDING.
- DOORS SHALL BE HOT DIPPED GALV. HOLLOW METAL WITH CONTINUOUSLY WELDED SEAMS AND GALV. STEEL ANGLE SUPPORT FRAME. DOORS SHALL HAVE PULLS ON EACH SIDE AS WELL AS A LOCKABLE LATCH THAT IS OPERABLE FROM BOTH SIDES.
- WINDOW SHUTTERS SHALL BE HOT DIPPED GALV. HOLLOW METAL WITH CONTINUOUSLY WELDED SEAMS AND GALV. STEEL ANGLE FRAME SUPPORT. WINDOW SHUTTERS SHALL HAVE WINDOW SHUTTER PULLS ON EACH SIDE AS WELL AS A LOCKABLE LATCH THAT IS OPERABLE FROM BOTH SIDES.
- SEE SLAB ELEVATION PLAN ON SHEET A1.0 FOR ELEVATIONS OF CONCRETE SLAB ON GRADE.



DETAIL

SCALE: NTS

DRY HYDRANT
ALTERNATE

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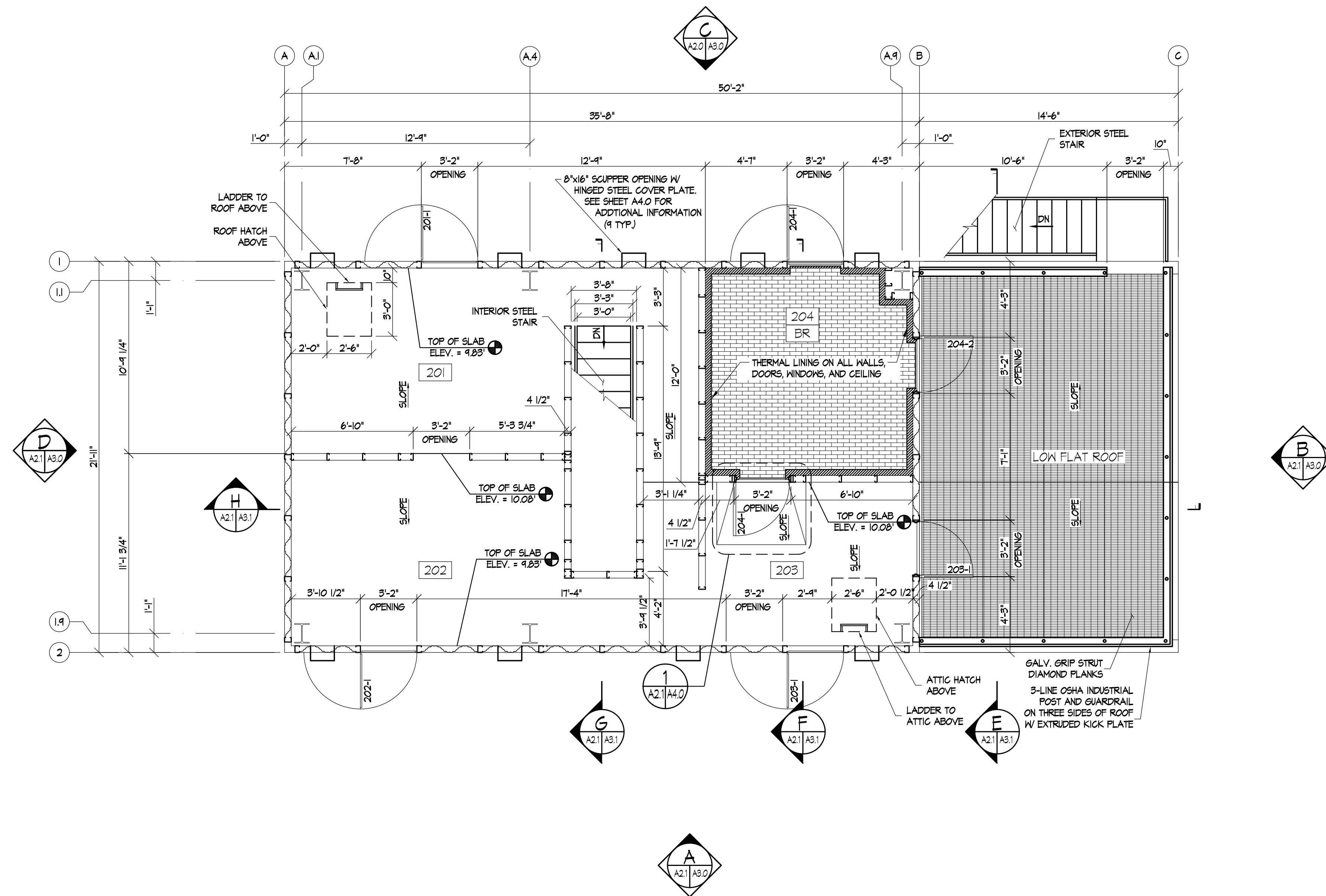
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SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTES:

- INTERIOR ELEVATED FLOOR SLABS SHALL BE CONCRETE SLAB OVER METAL DECK DESIGNED TO SUPPORT THE SUPERIMPOSED LIVE LOADS INDICATED ON SHEET A0.2.
- EXTERIOR LOW FLAT ROOF SHALL BE WATERTIGHT LIGHT GAGE METAL PANELS COVERED WITH GALV. GRIP STRUT DIAMOND PLANKS.
- ROOM 204 IS A BURN ROOM. NO BURNING IS ALLOWED IN ROOMS 201, 202, 203, ON THE STAIRS, LANDING OR ON THE LOW ROOF.
- REFER TO SHEET A3.0 FOR INDUSTRIAL POST AND GUARDRAIL ELEVATION LOCATIONS.
- DOORS SHALL BE HOT DIPPED GALV. HOLLOW METAL WITH CONTINUOUSLY WELDED SEAMS AND GALV. STEEL ANGLE SUPPORT FRAME. DOORS SHALL HAVE PULLS ON EACH SIDE AS WELL AS A LOCKABLE LATCH THAT IS OPERABLE FROM BOTH SIDES.
- WINDOW SHUTTERS SHALL BE HOT DIPPED GALV. HOLLOW METAL WITH CONTINUOUSLY WELDED SEAMS AND GALV. STEEL ANGLE FRAME SUPPORT. WINDOW SHUTTERS SHALL HAVE WINDOW SHUTTER PULLS ON EACH SIDE AS WELL AS A LOCKABLE LATCH THAT IS OPERABLE FROM BOTH SIDES.

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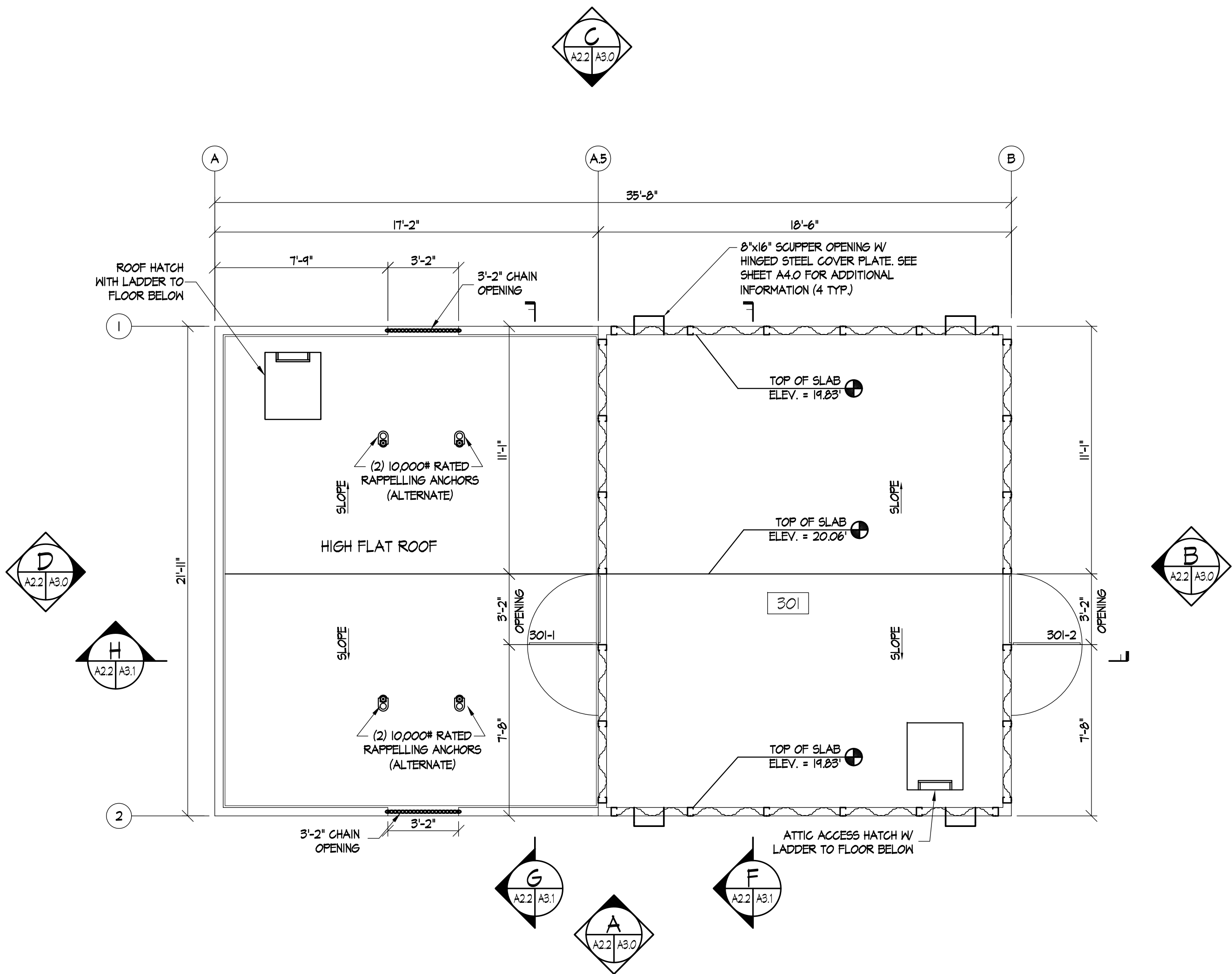
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CITY/COUNTY Drawn By: SJS	VIRGINIA Approved By: MAM
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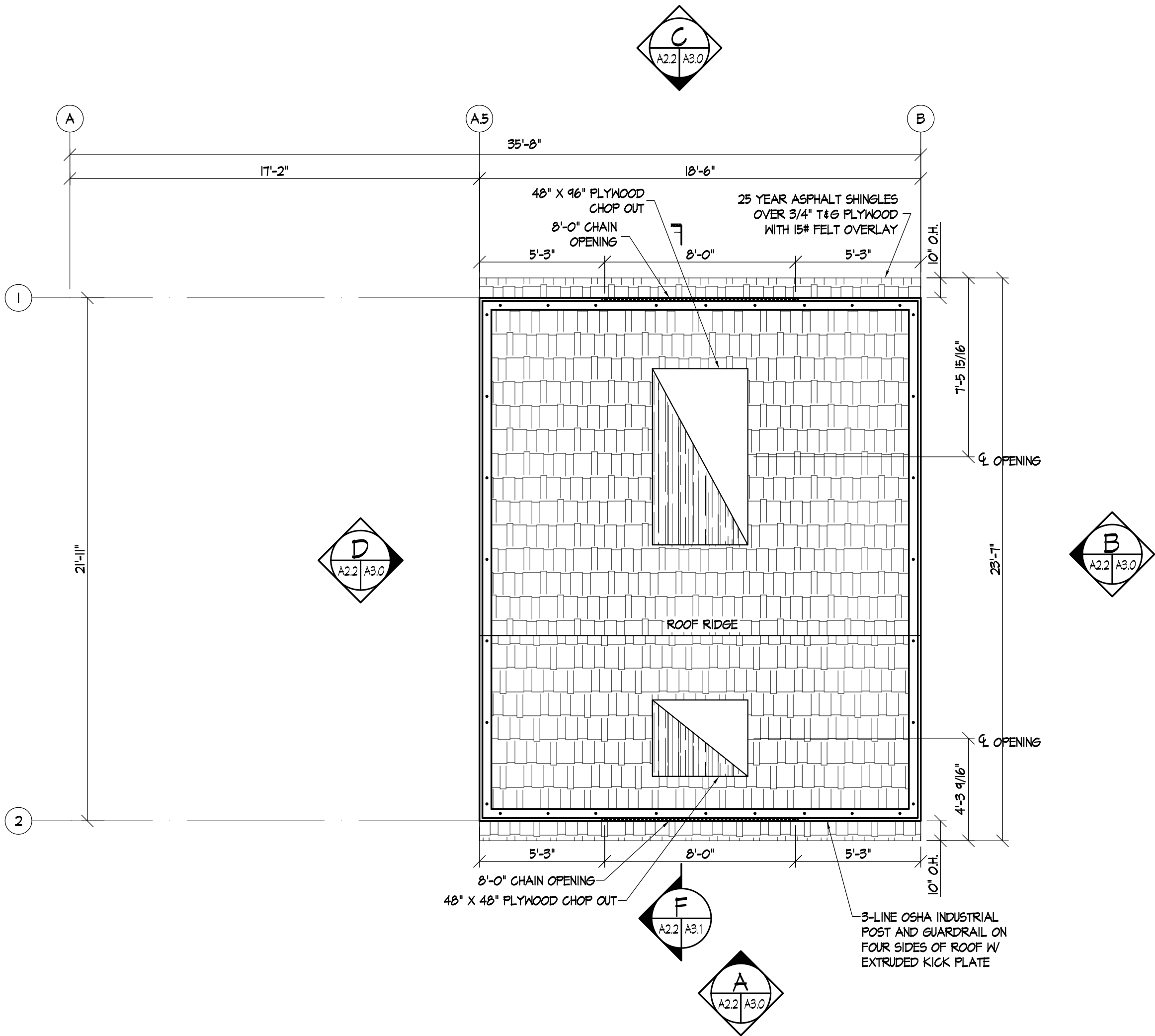
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ATTIC FLOOR PLAN

SCALE: 1/4" = 1'-0"

- NOTES:
- ELEVATED ATTIC FLOOR AND ROOF SLAB SHALL BE CONCRETE SLAB OVER METAL DECK DESIGNED TO SUPPORT THE SUPERIMPOSED LIVE LOADS INDICATED ON SHEET A0.2.
 - NO BURNING IS ALLOWED IN ROOM 301 OR ON THE FLAT ROOF.
 - REFER TO SHEET A3.0 FOR INDUSTRIAL POST AND GUARDRAIL ELEVATION LOCATIONS.
 - WINDOW SHUTTERS SHALL BE HOT DIPPED GALV. HOLLOW METAL WITH CONTINUOUSLY WELDED SEAMS AND GALV. STEEL ANGLE FRAME SUPPORT. WINDOW SHUTTERS SHALL HAVE WINDOW SHUTTER PULLS ON EACH SIDE AS WELL AS A LOCKABLE LATCH THAT IS OPERABLE FROM BOTH SIDES.



SLOPED ROOF PLAN

SCALE: 1/4" = 1'-0"

- NOTES:
- SLOPED ROOF SHALL BE 3/4" TONGUE AND GROOVE PLYWOOD COVERED WITH COMPOSITE ASPHALT SHINGLES AND SHALL BE DESIGNED TO SUPPORT THE SUPERIMPOSED LIVE LOADS INDICATED ON SHEET A0.2.
 - REFER TO SHEET A3.0 FOR INDUSTRIAL POST AND GUARDRAIL ELEVATION LOCATIONS.

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BUILDING ELEVATIONS

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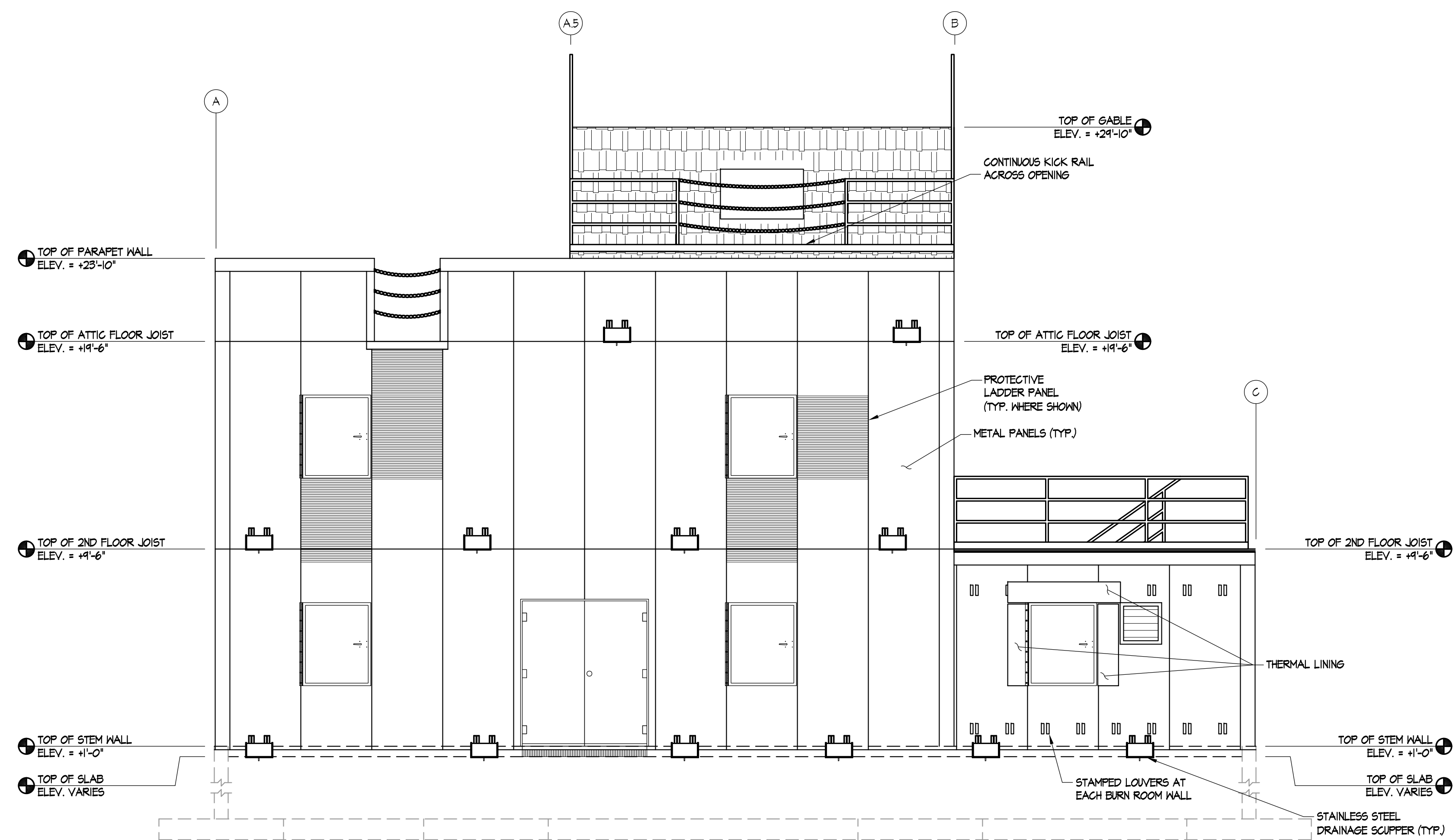
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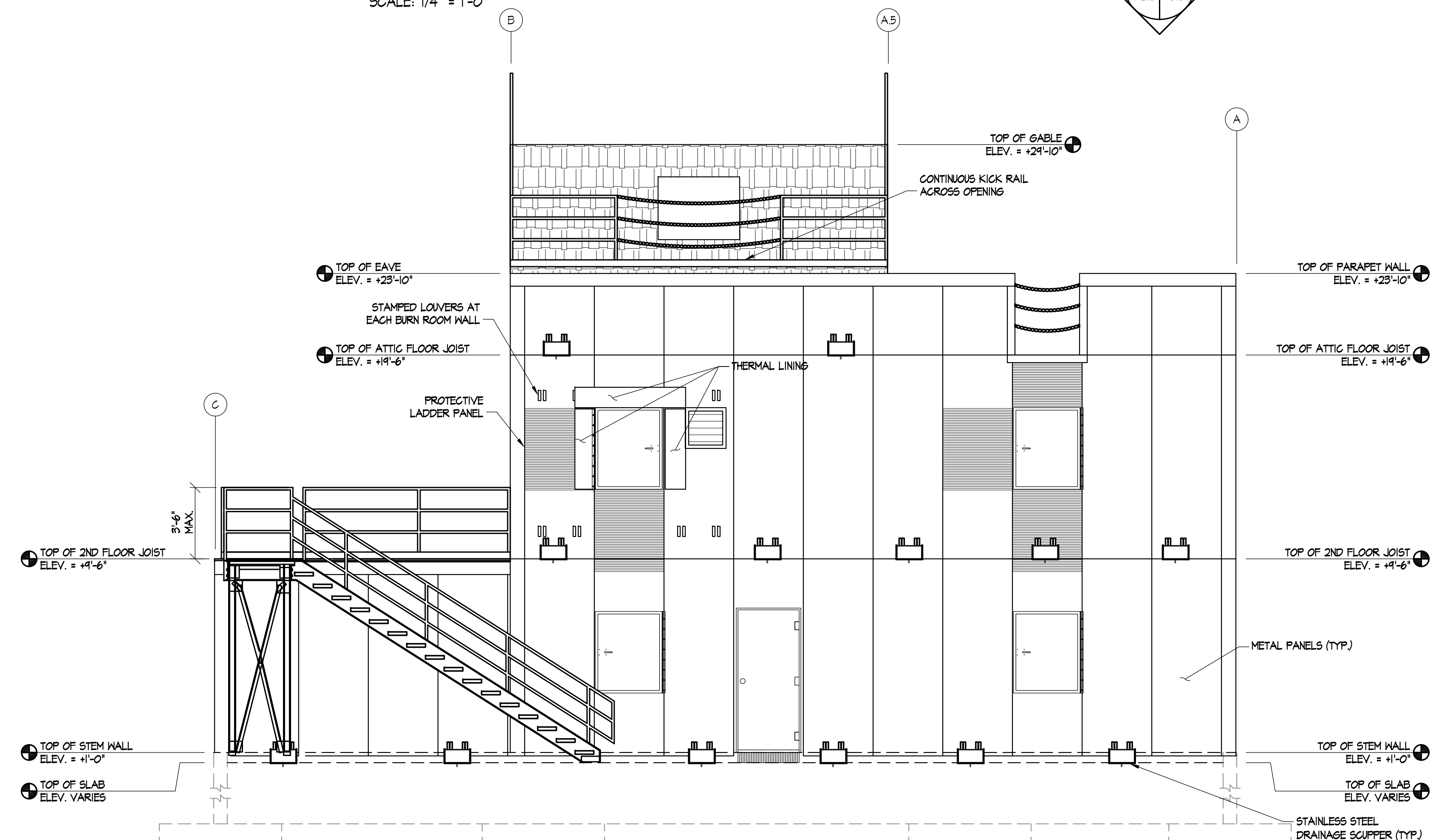
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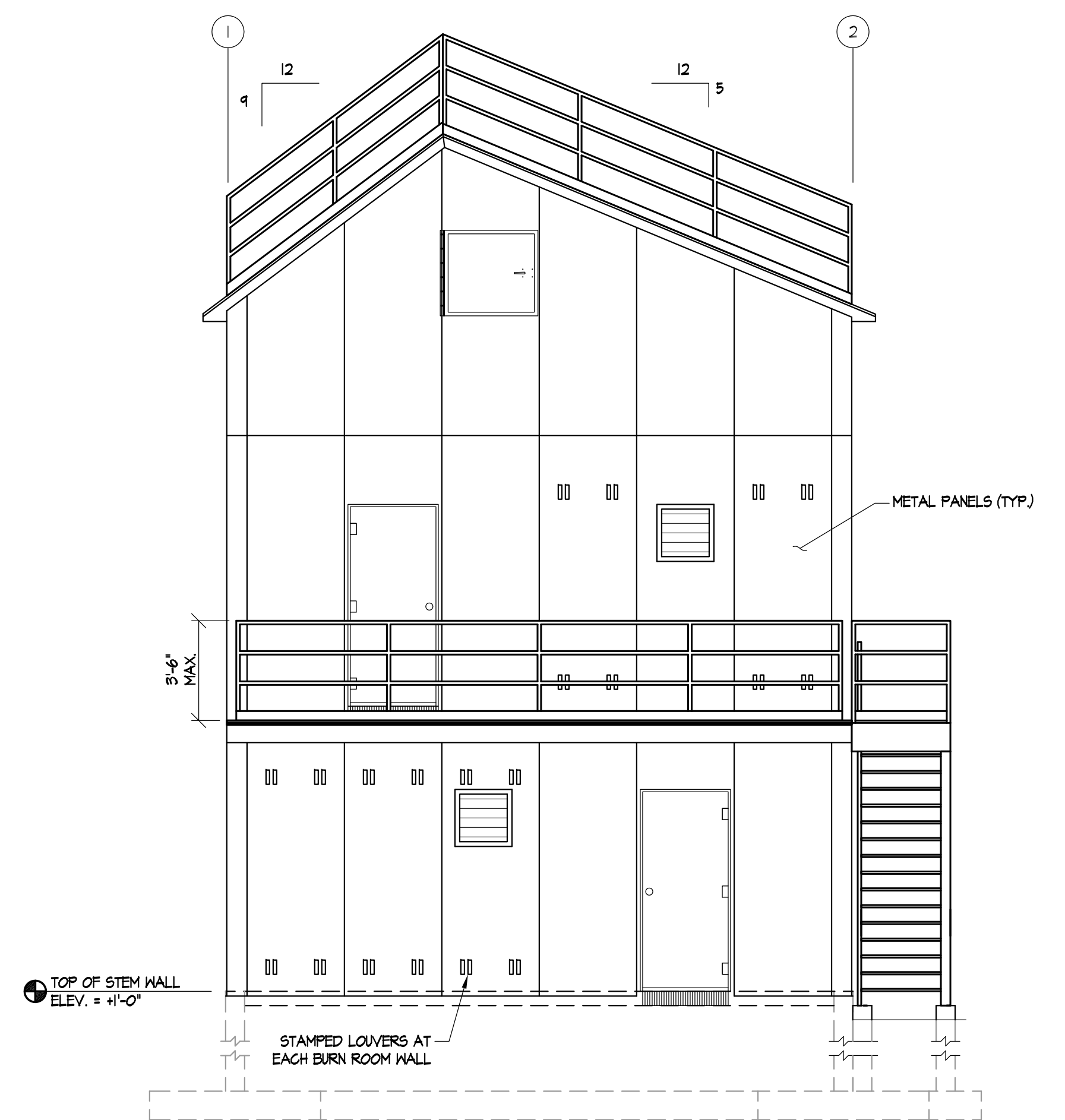
FRONT ELEVATION

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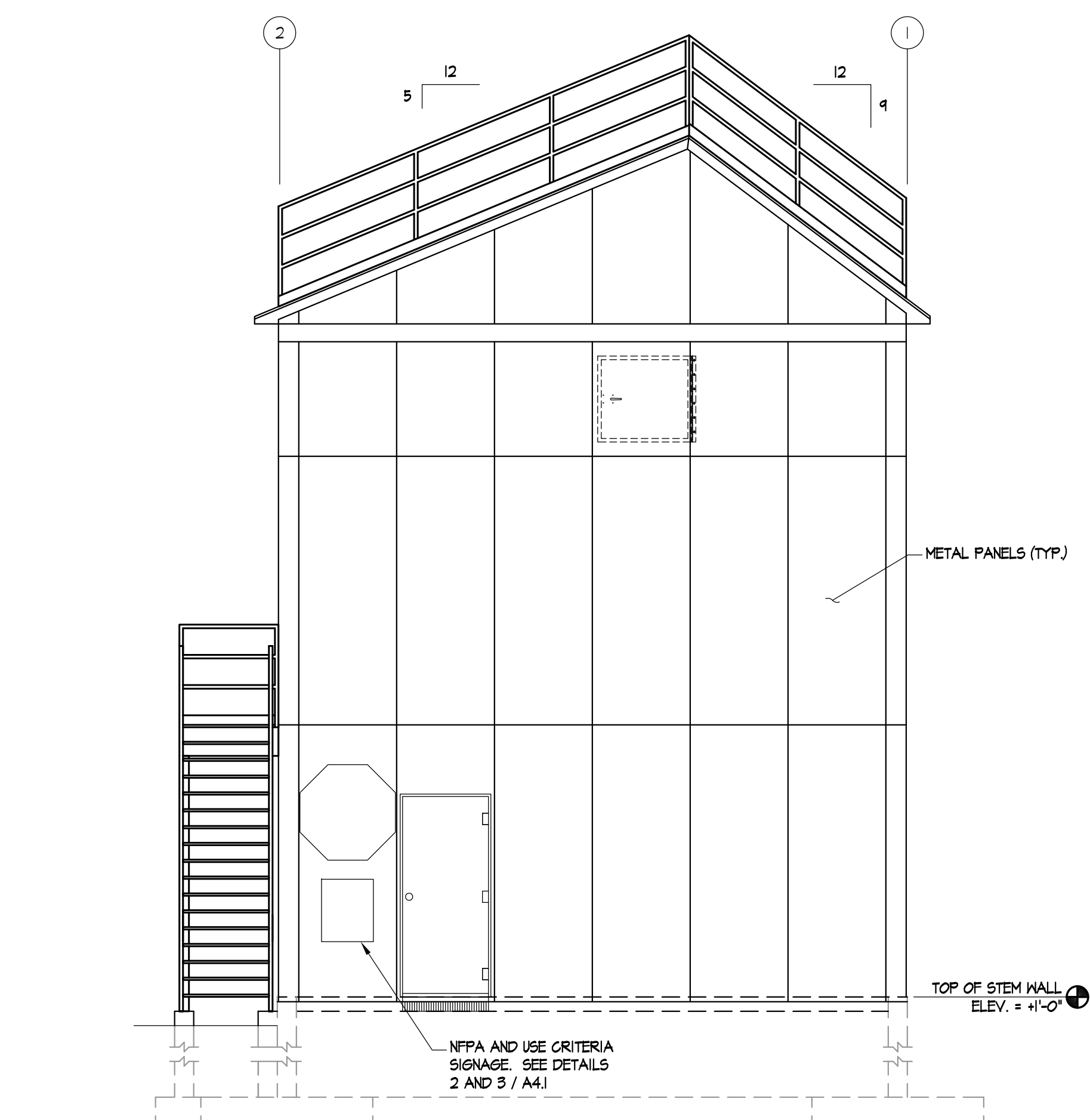
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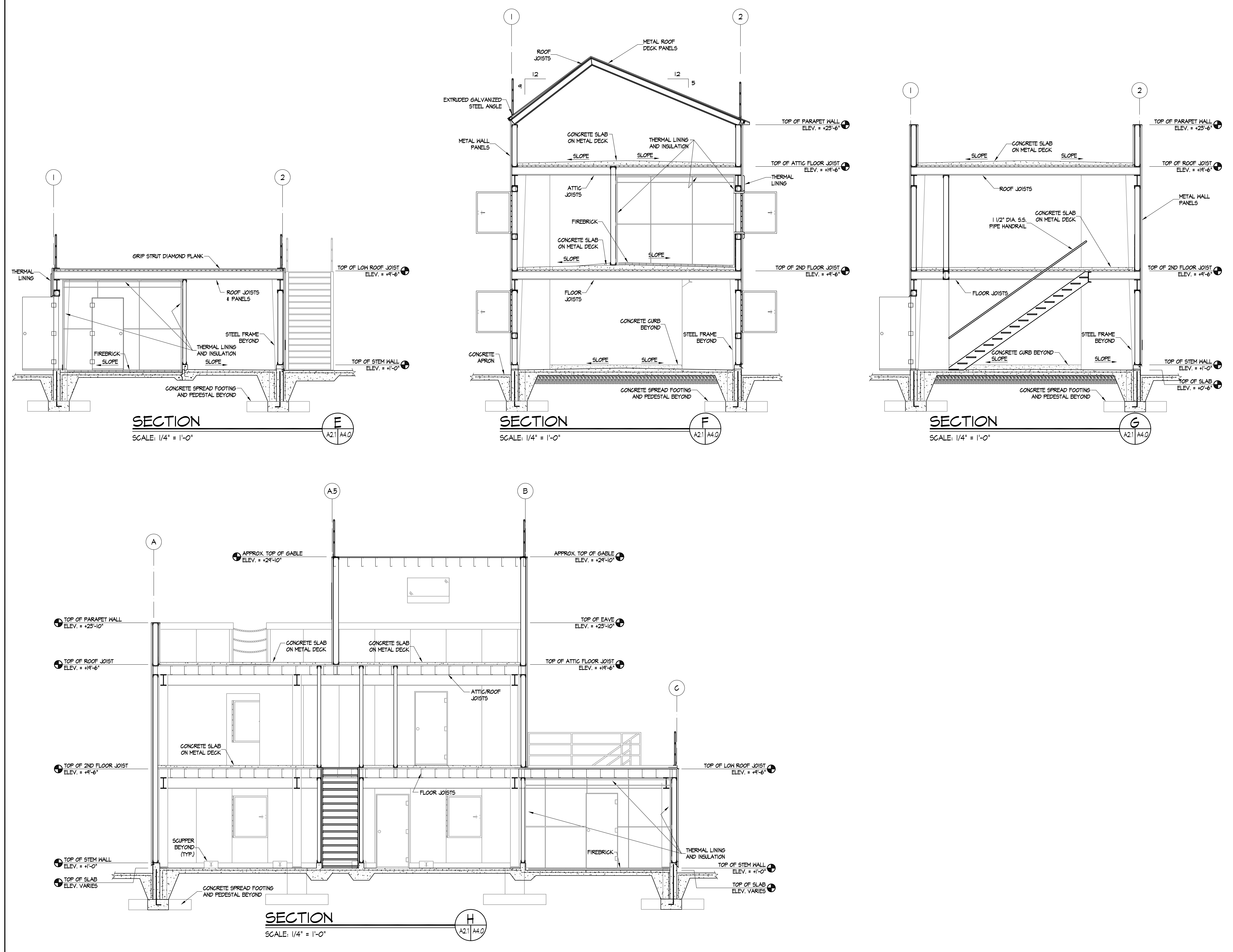
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



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BUILDING SECTIONS

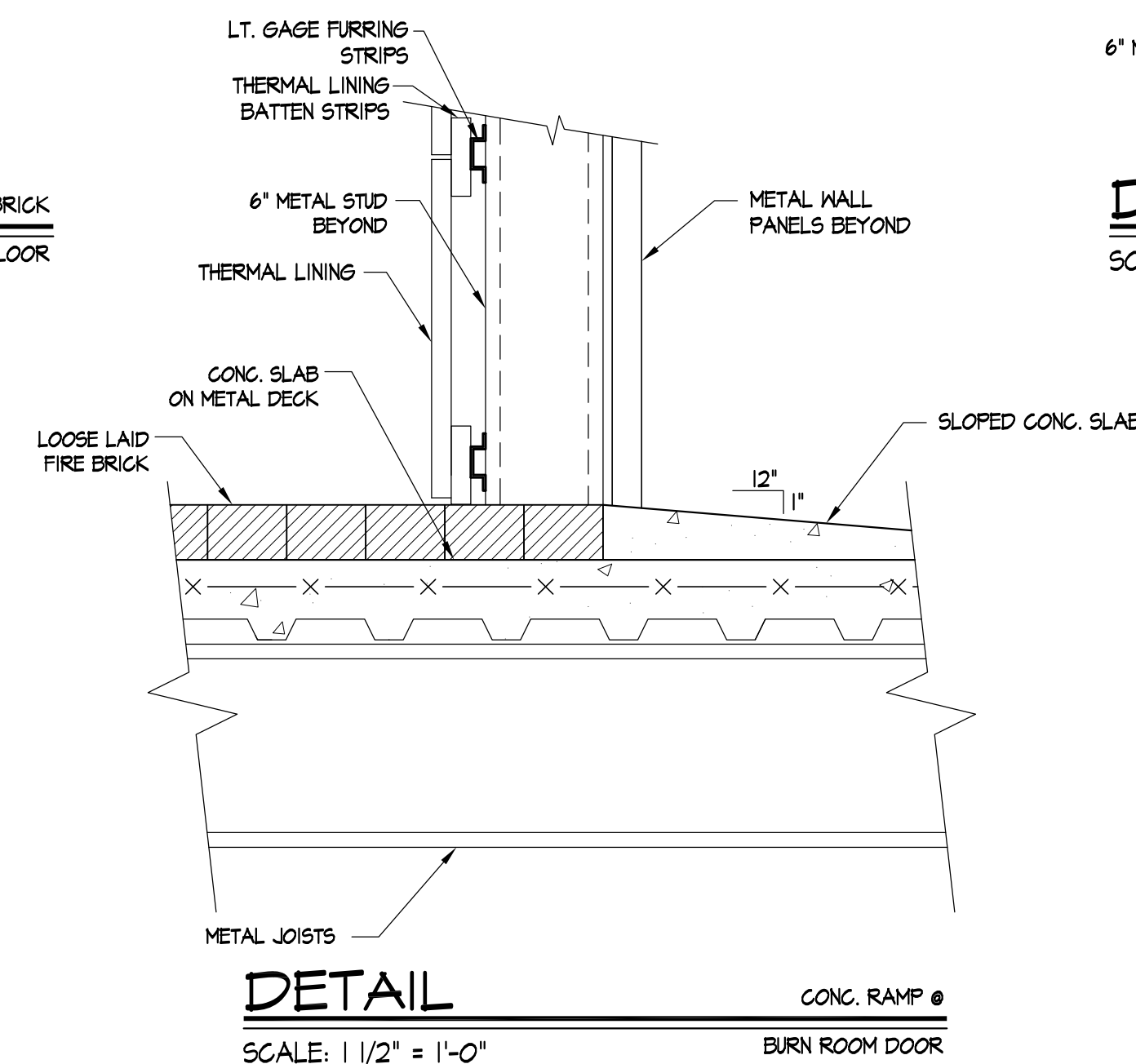
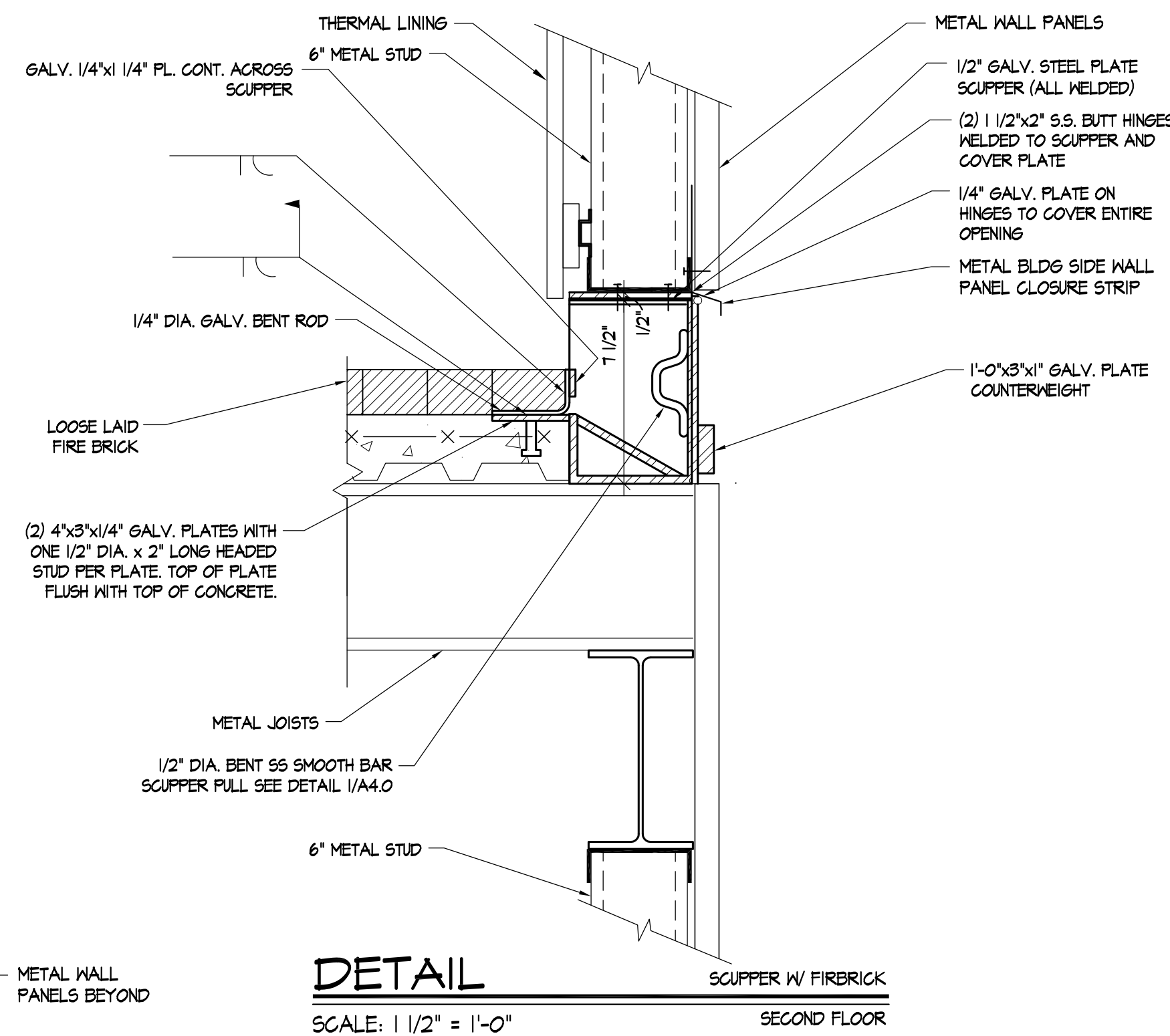
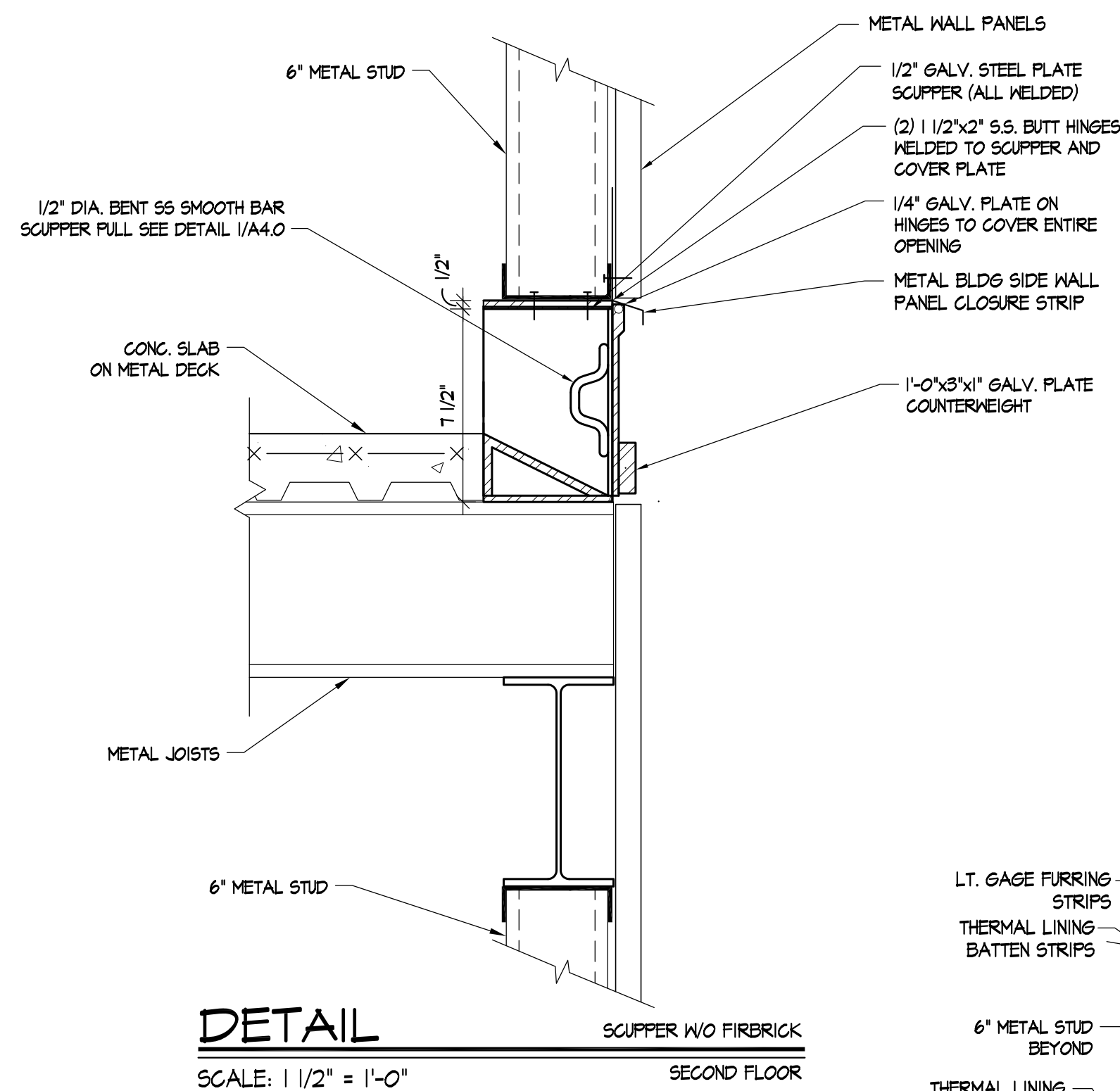
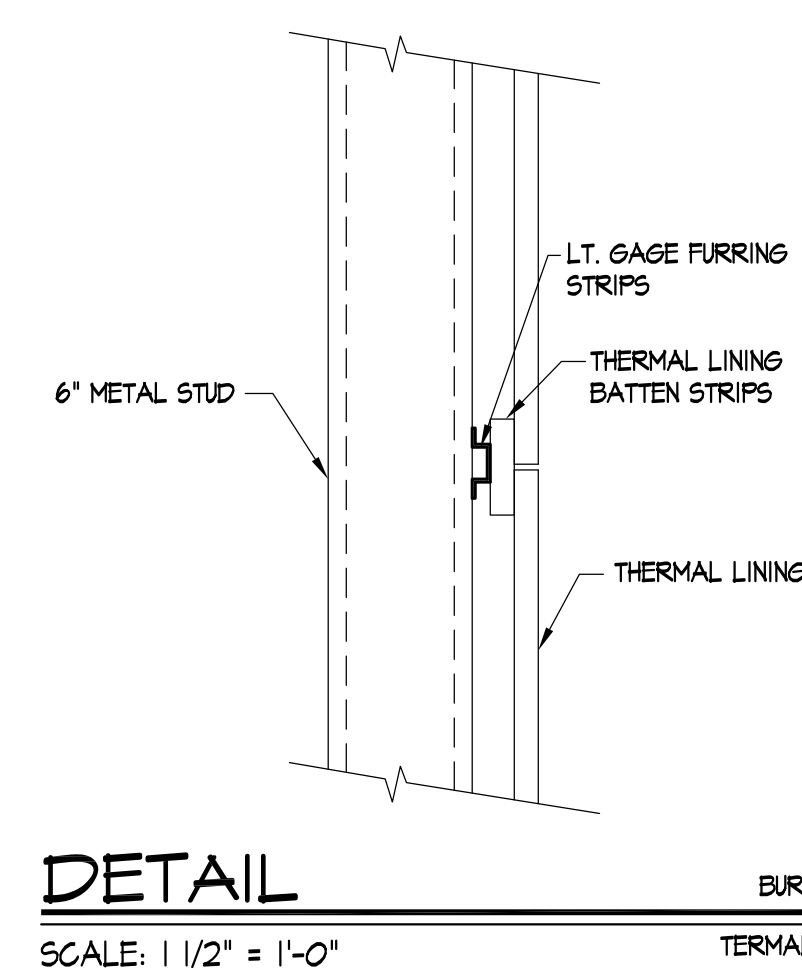
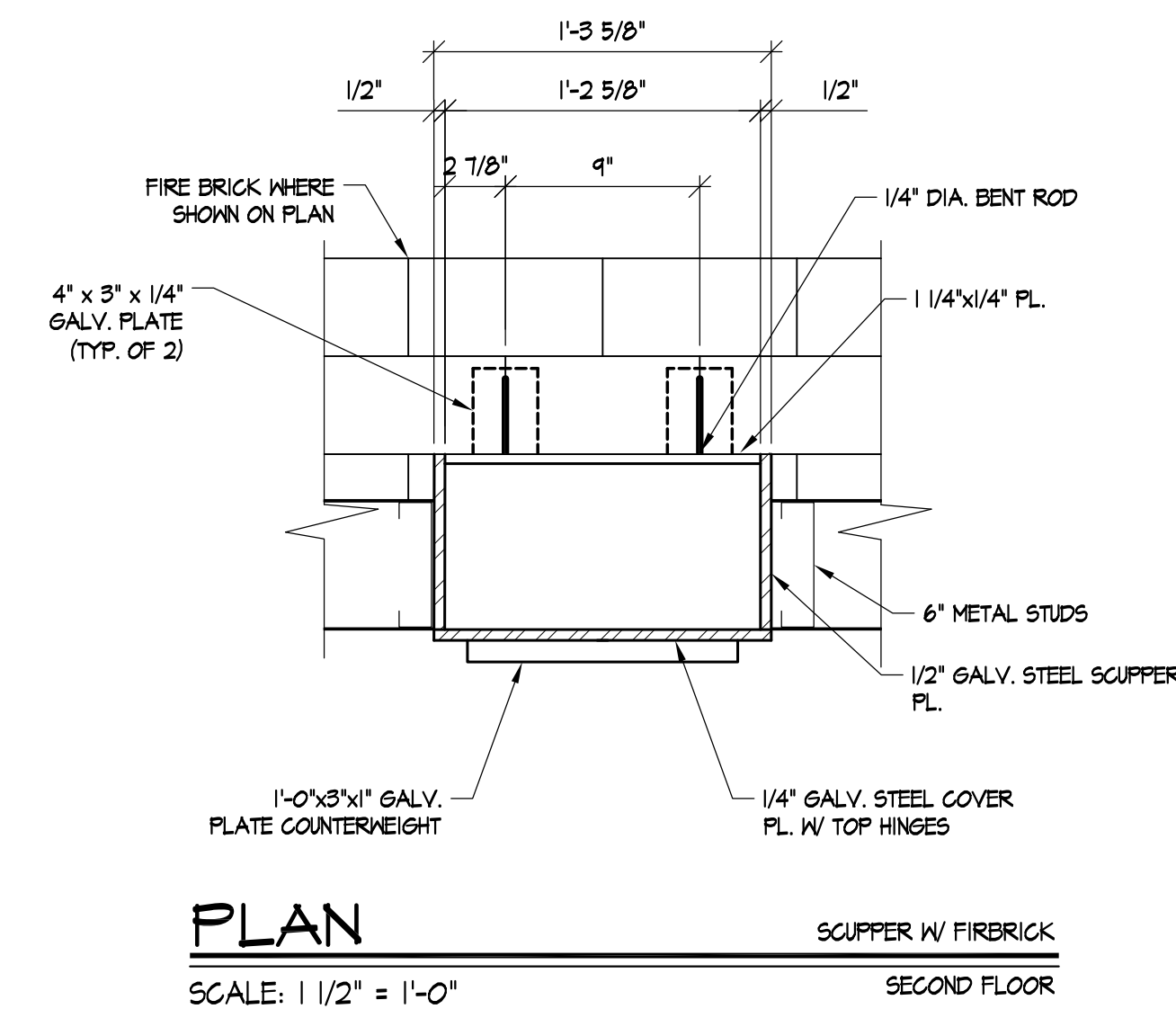
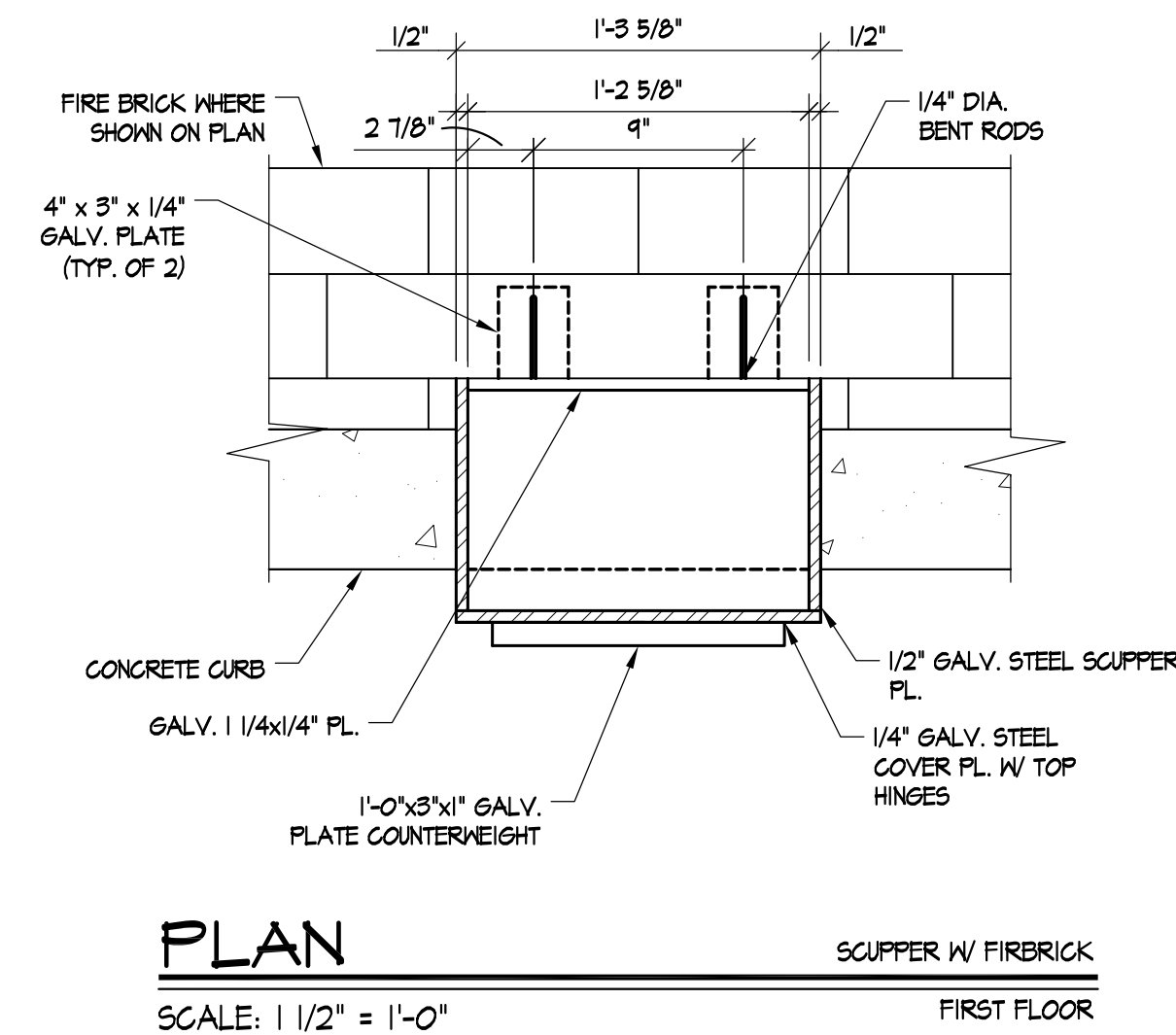
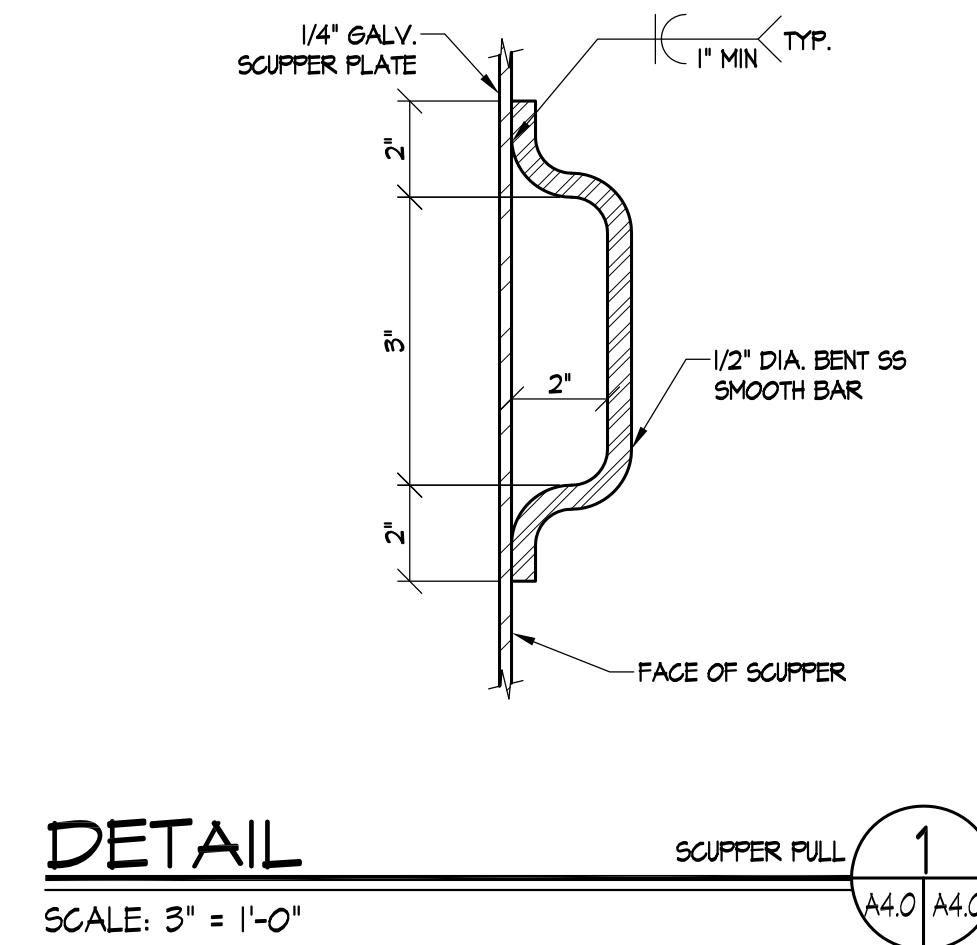
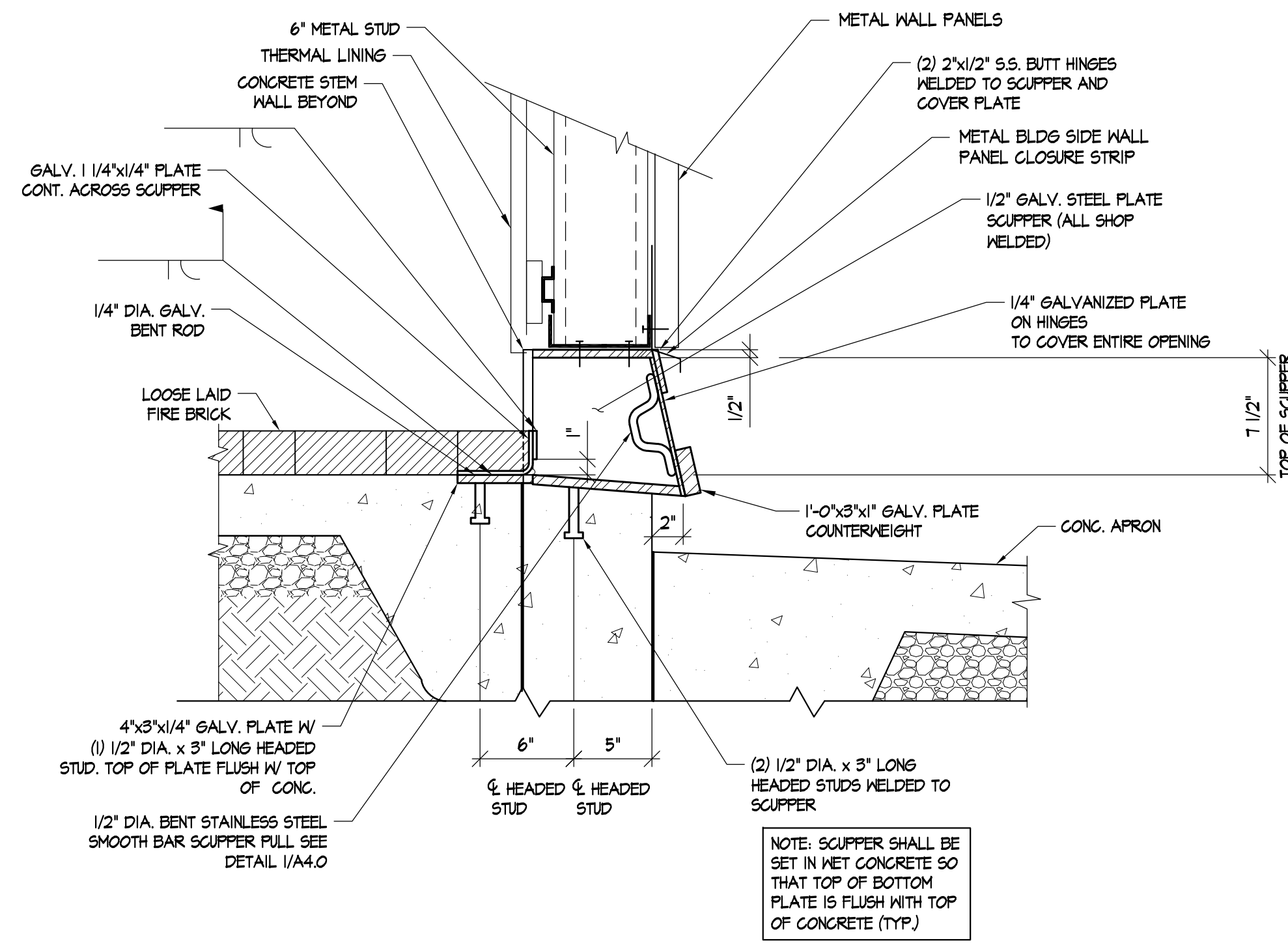
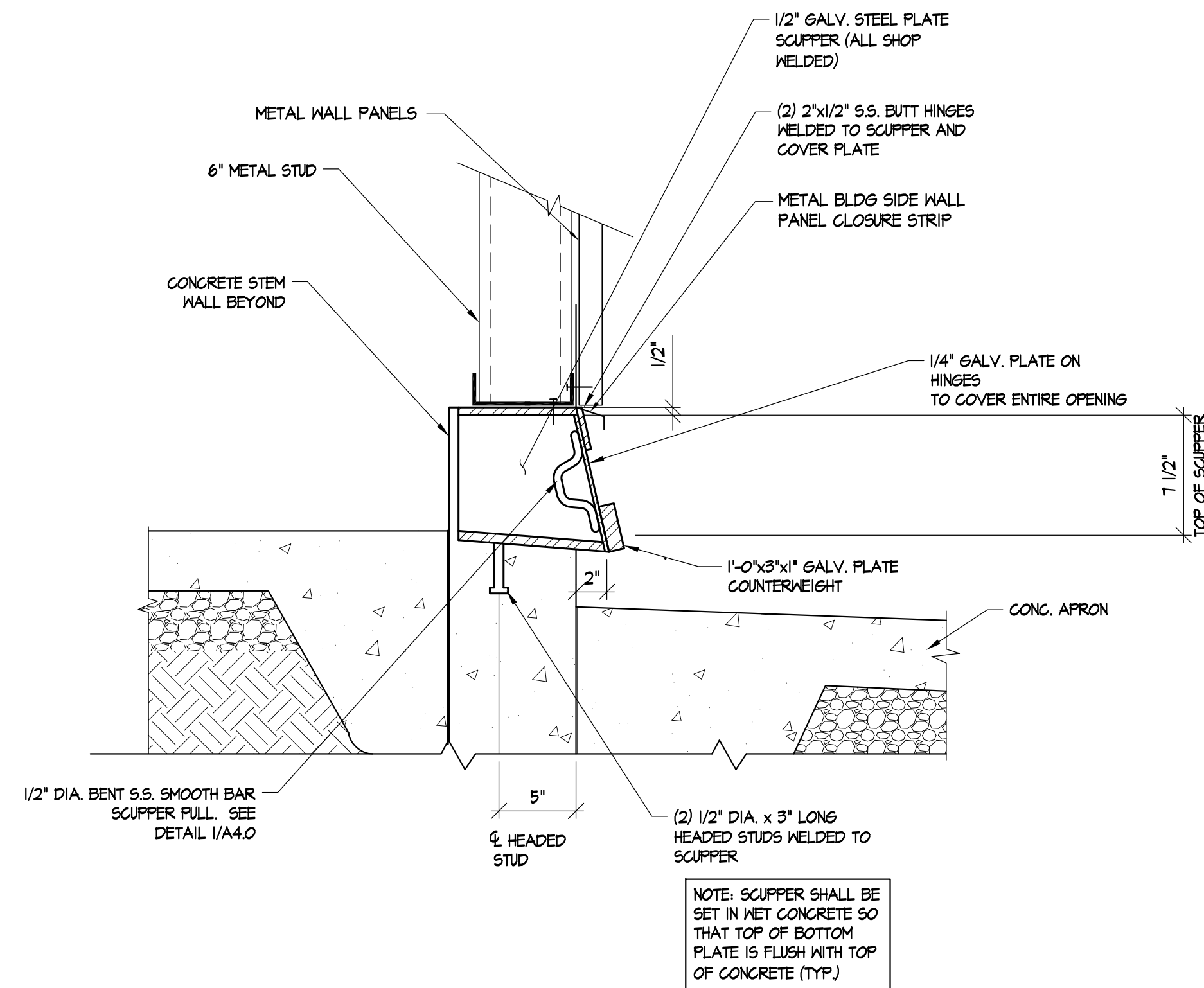
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PRIME PROFESSIONAL FIRM LOGO

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SCUPPER, RAMP, & THERMAL LINING DETAILS

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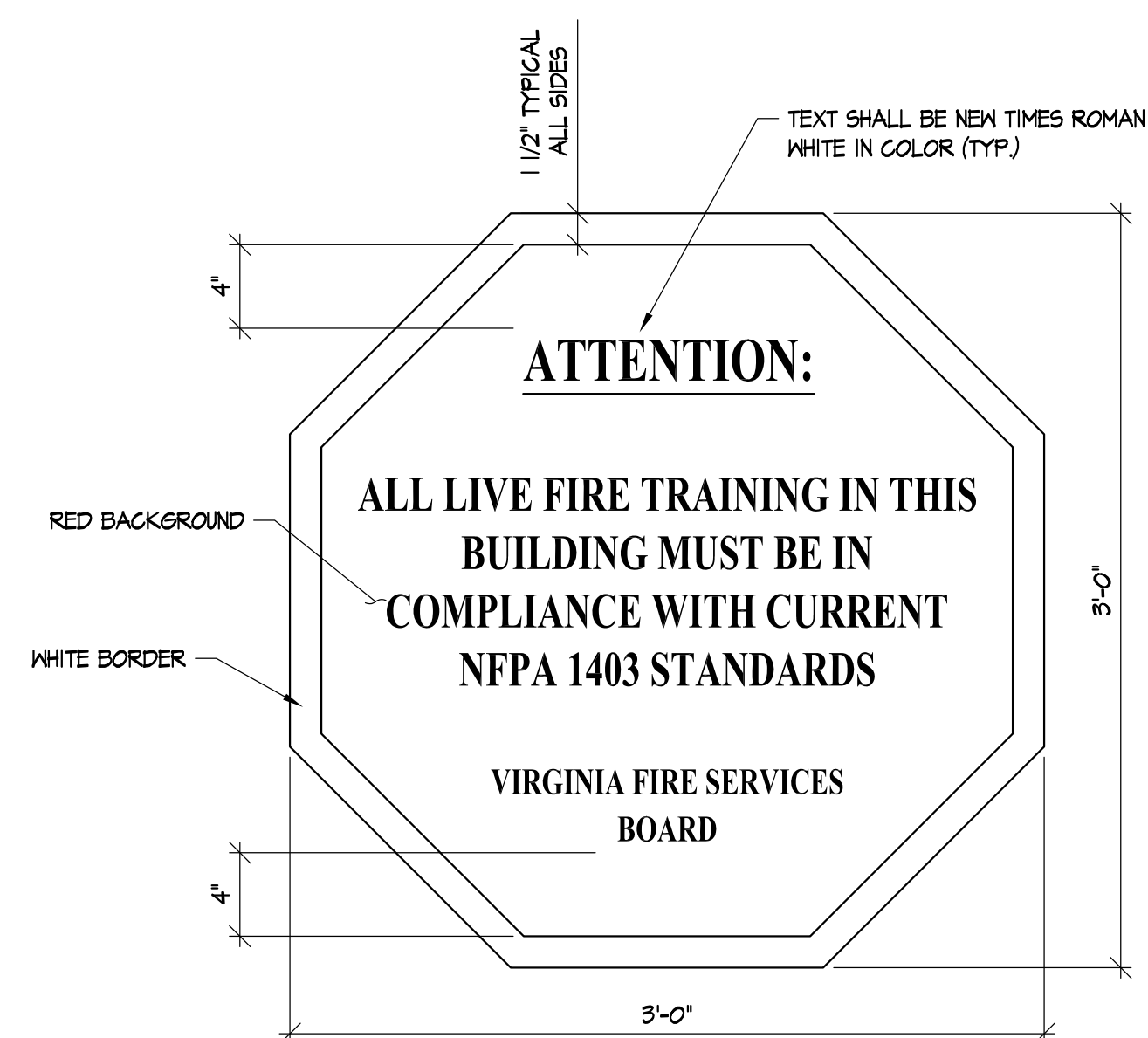
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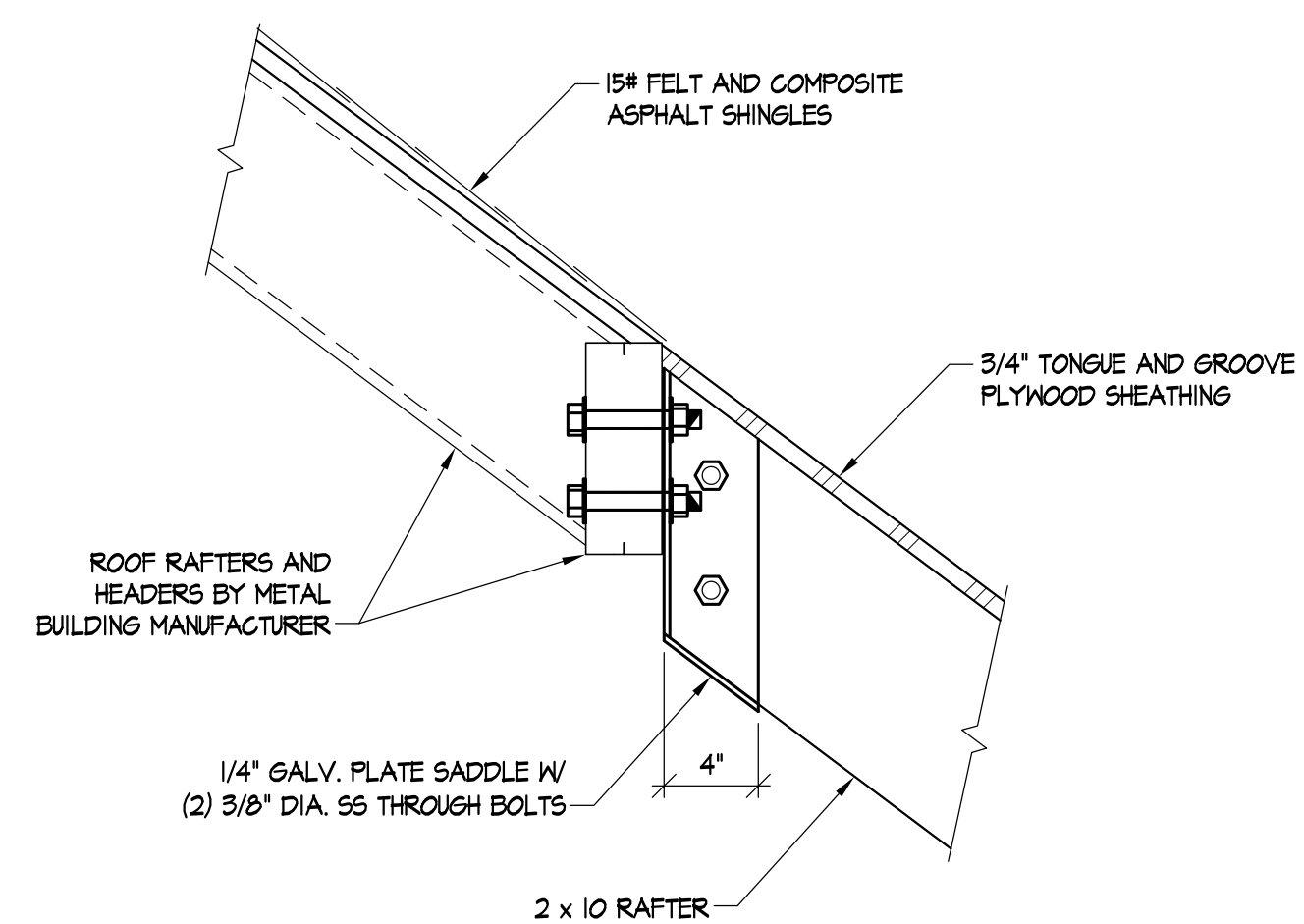
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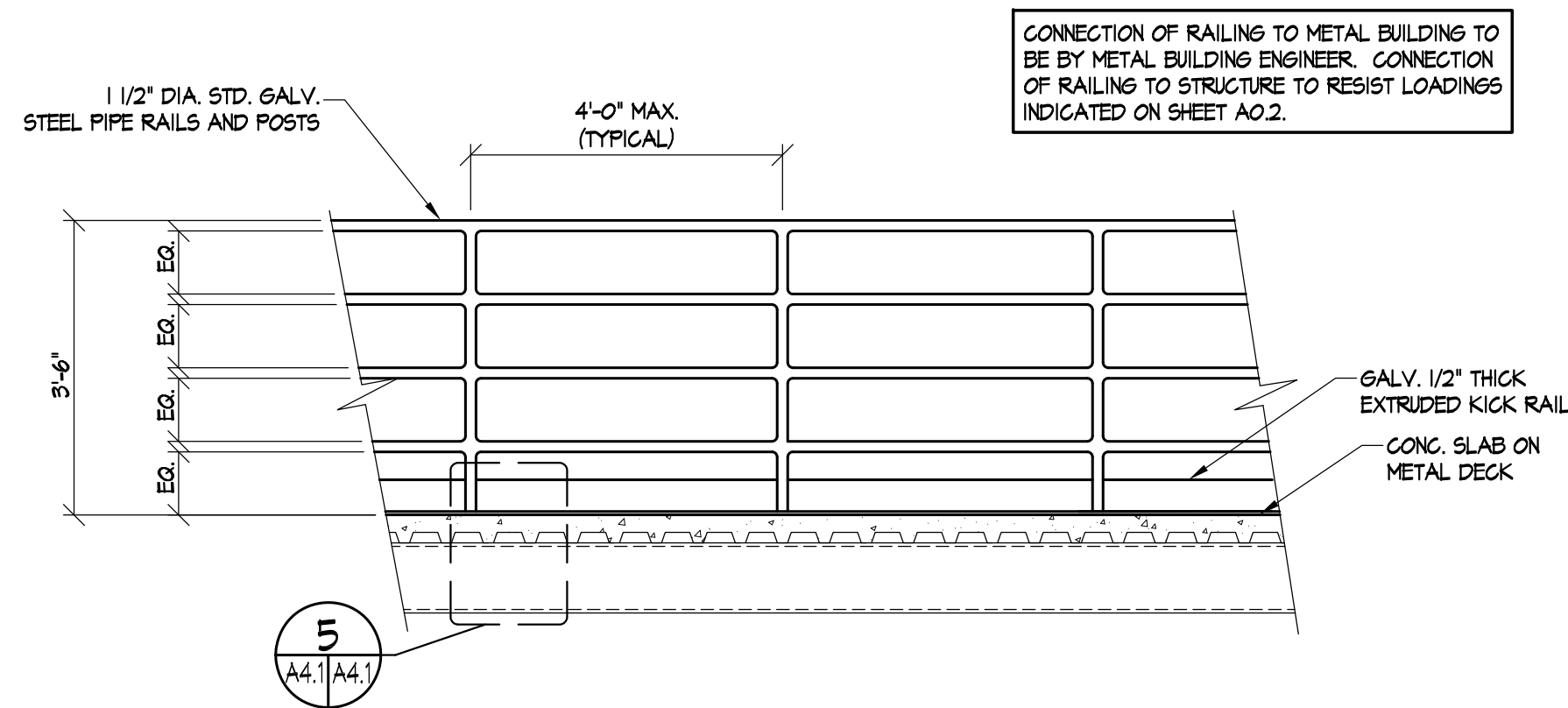
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SECTION

SCALE: 1/2" = 1'-0"

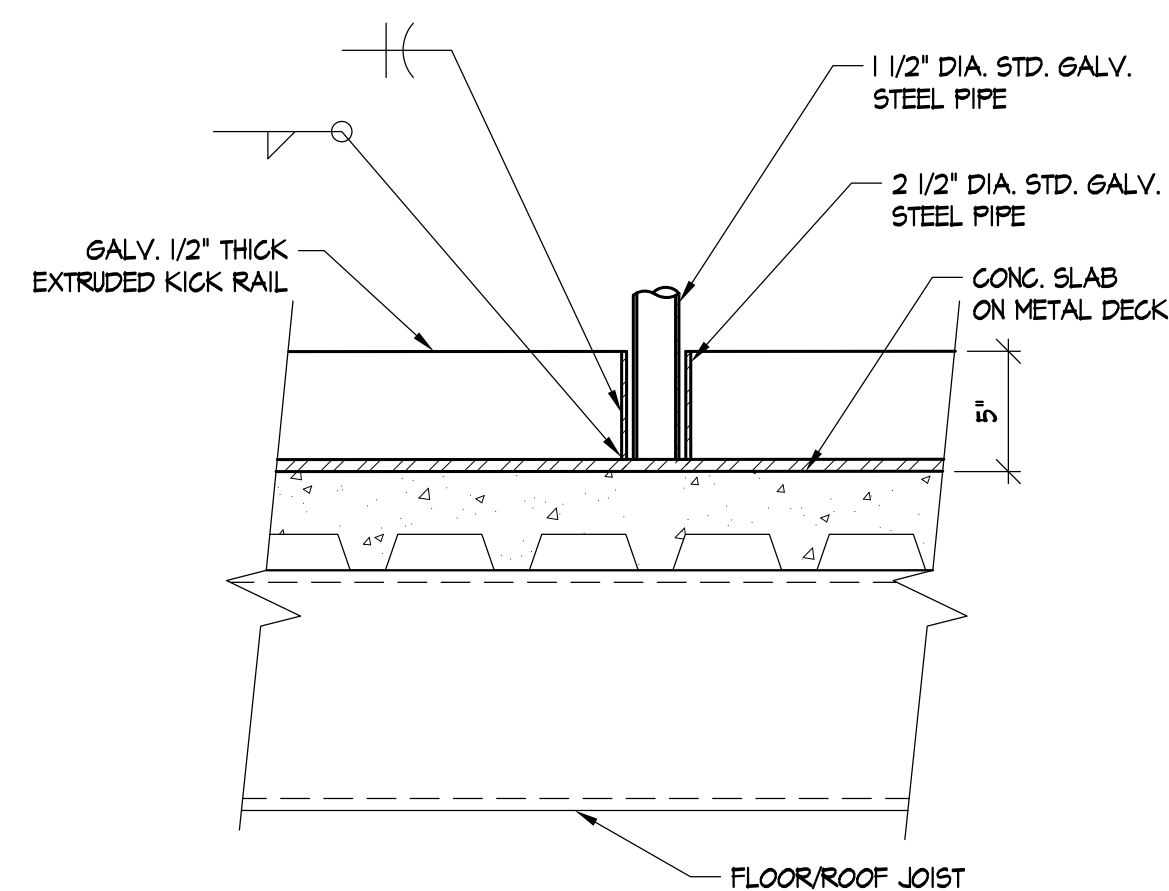
44.1 44.1



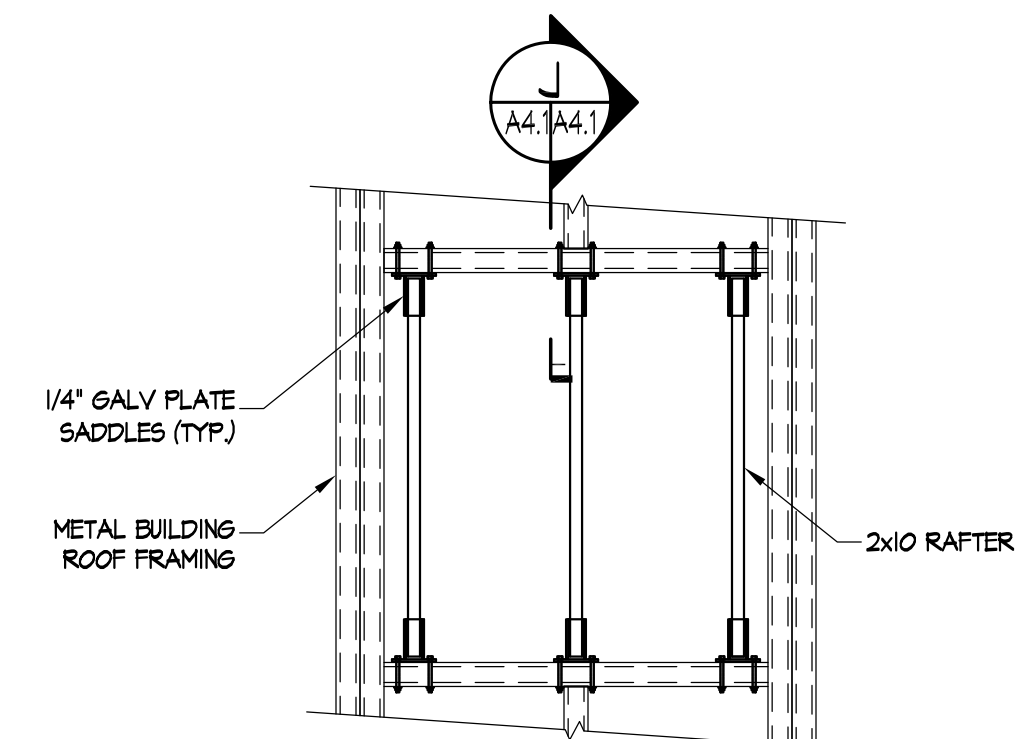
SCALE: 1/2" = 1'-0"

**THE BUILDING HAS BEEN DESIGNED FOR THE
FOLLOWING USAGE CRITERIA**

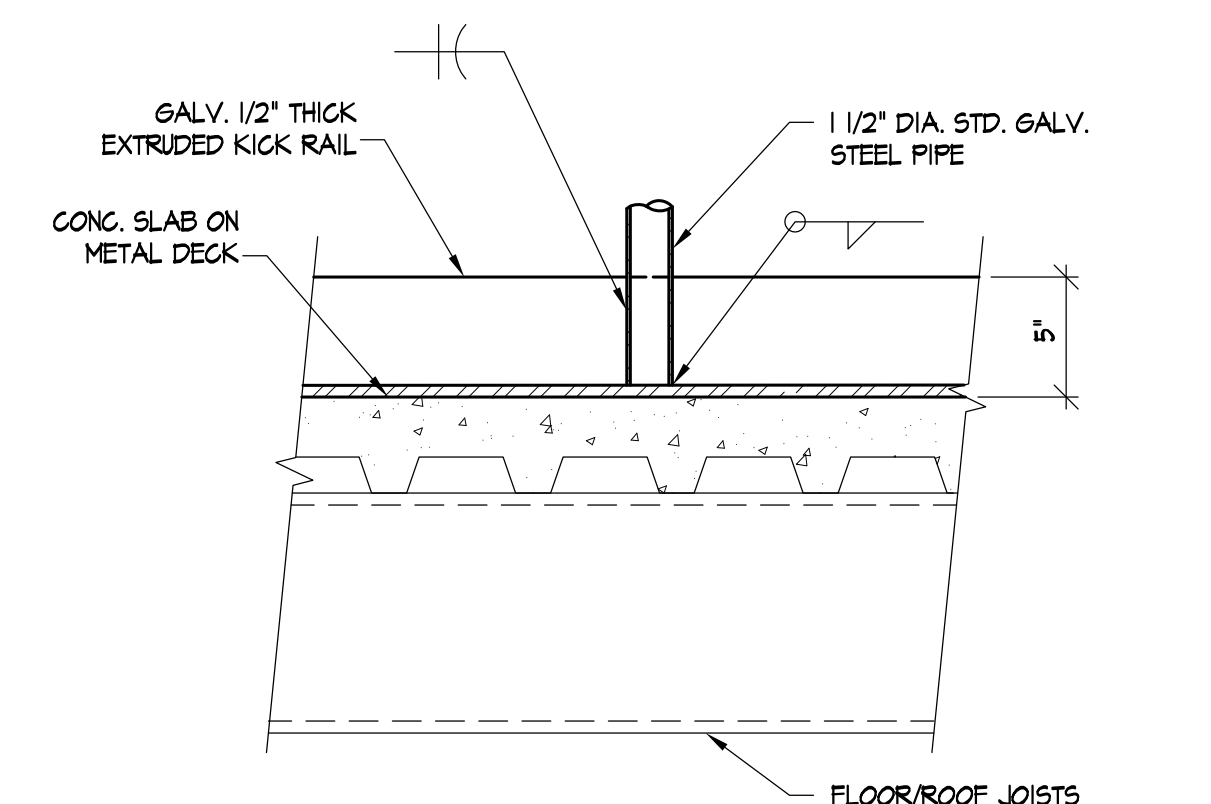
1. MAXIMUM NUMBER OF LIVE FIRE TRAINING DAYS PER YEAR = UNLIMITED
2. MAXIMUM NUMBER OF LIVE FIRE TRAINING EVOLUTIONS PER DAY = 10
3. MAXIMUM DURATION OF EACH LIVE FIRE TRAINING EVOLUTION = 20 MINUTES
4. MAXIMUM SUSTAINED WALL TEMPERATURE DURING LIVE FIRE TRAINING = 550°
5. MAXIMUM WALL TEMPERATURE SPIKE DURING LIVE FIRE TRAINING = 100°
6. ONLY "CLASS B" FUEL MATERIALS SHALL BE USED FOR LIVE FIRE TRAINING
7. LIVE FIRE TRAINING SHALL BE IN ACCORDANCE WITH NFPA 1403 AND THE WRITTEN GUIDELINES OF THE VIRGINIA DEPARTMENT OF FIRE PROGRAMS
8. LIVE FIRE TRAINING SHALL OCCUR IN BURN ROOMS ONLY. BURN ROOMS ARE 104 AND 204. NO FIRES ARE ALLOWED IN ROOMS 101, 102, 103, 201, 202, 203, MONITORING EQUIPMENT ROOM, ON THE STAIRS, LANDINGS OR ON THE LOW ROOF.
9. NO TRAINING THAT INCLUDES TEAR GAS, EXPLOSIVES, FIRE ARMS, OR FORCED ENTRY SHALL OCCUR WITHIN OR NEAR THE BUILDING.
10. NO VEHICLES SHALL BE ALLOWED WITHIN 15'-0" OF THE BUILDING.
- II. REPLACE ALL DAMAGED THERMAL LININGS PRIOR TO CONDUCTING FURTHER LIVE FIRE TRAINING EVOLUTIONS.



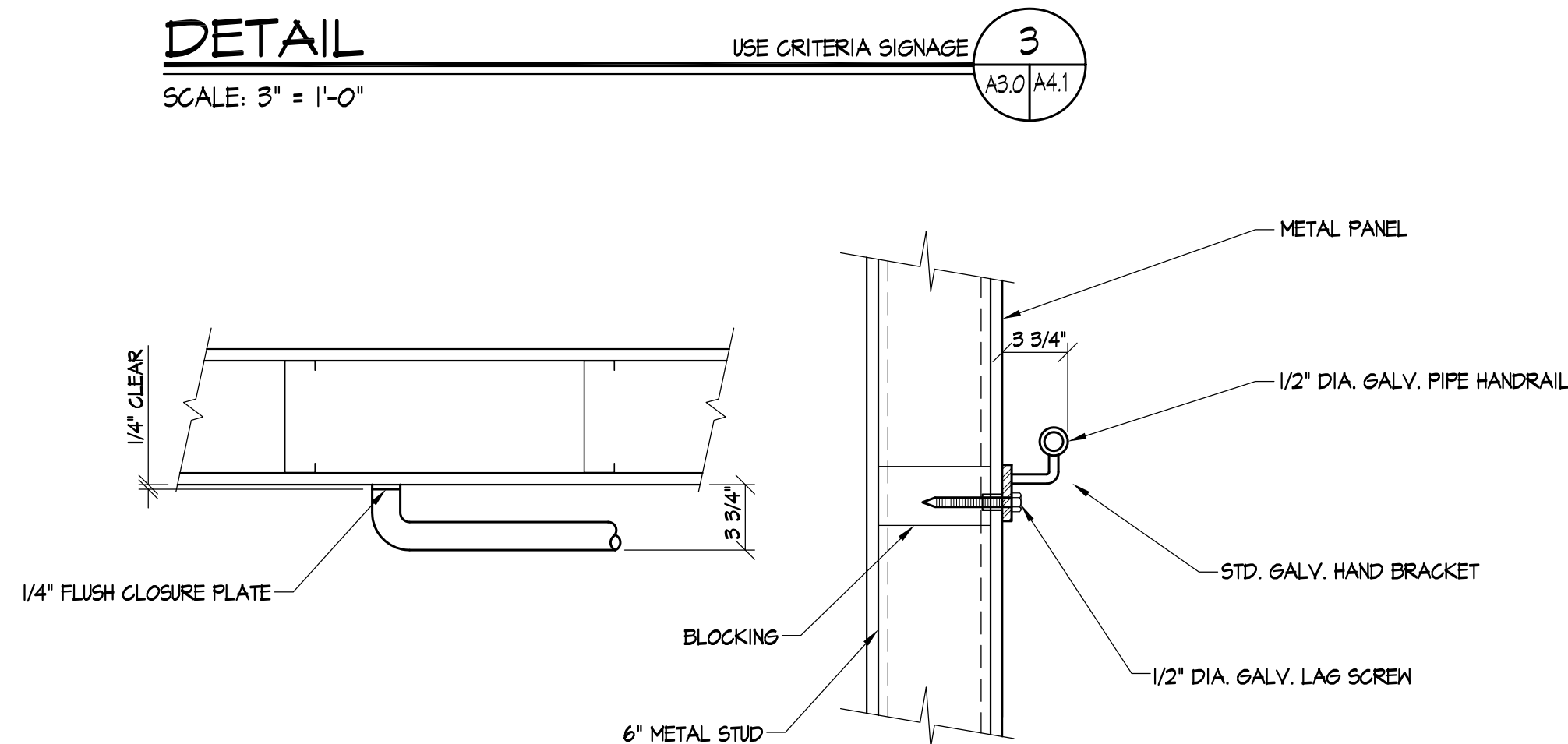
DETAIL REMOVABLE GUARDRAIL 4
SCALE: 1 1/2" = 1'-0"



SCALE: 1/2" = 1'-0"

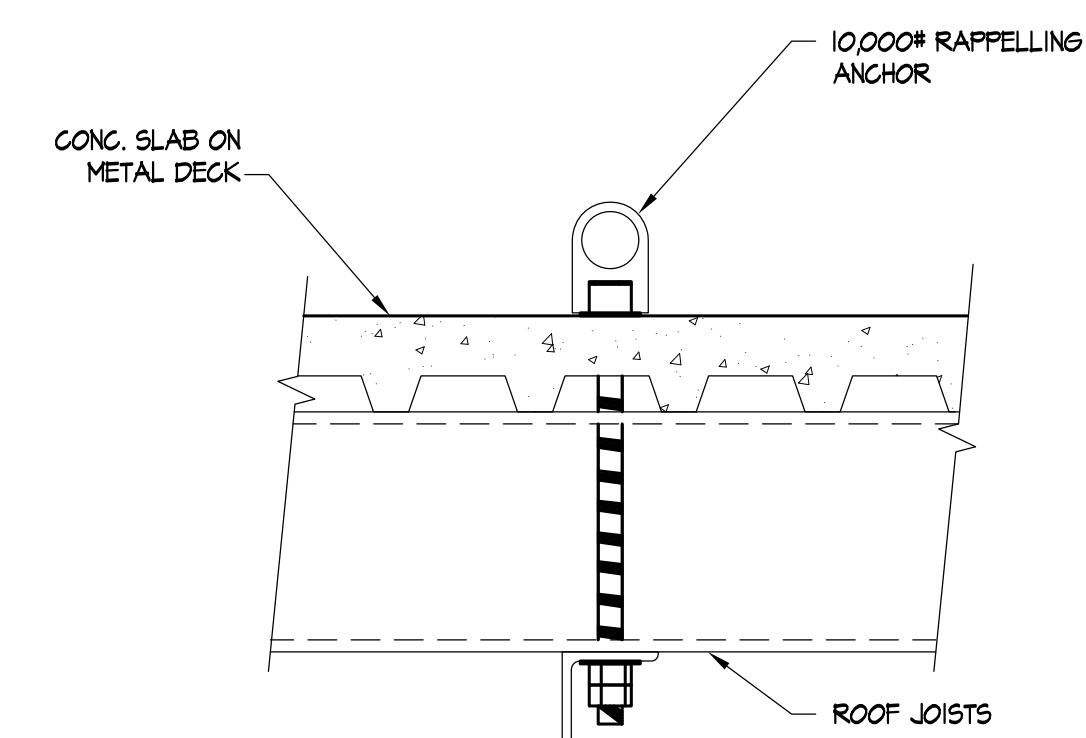


DETAIL TYP. GUARDRAIL 5
SCALE: 1 1/2" = 1'-0" A4.1 A4.1



DETAIL INTERIOR HAND RAIL

SCALE: $1 \frac{1}{2}" = 1'-0"$



DETAIL RAPELLING ANCHOR
 SCALE: 1 1/2" = 1'-0" INSTALLATION DETAILS

PRIME PROFESSIONAL
FIRM LOGO

Project Title

COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

SUB-CONSULTANT'S
LOGO



Department of Fire Programs

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Sheet Title

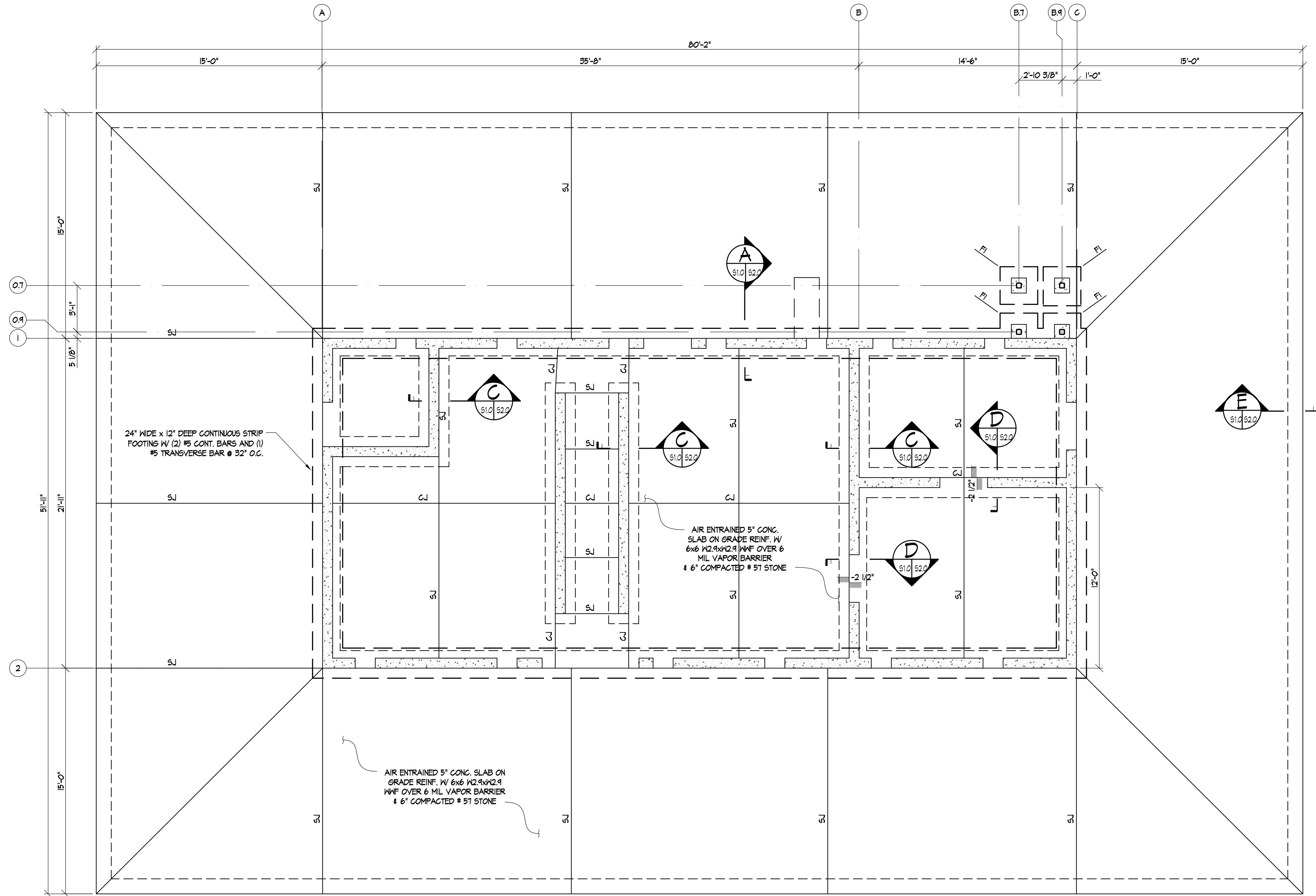
**SIGNAGE, RAILING &
CHOPOUT DETAILS**

CITY/COUNTY		VIRGINIA	
Drawn By:	SJS	Approved By:	MAM
Checked By:	SMF	Date:	04/11/13



Sheet No.

A4.1

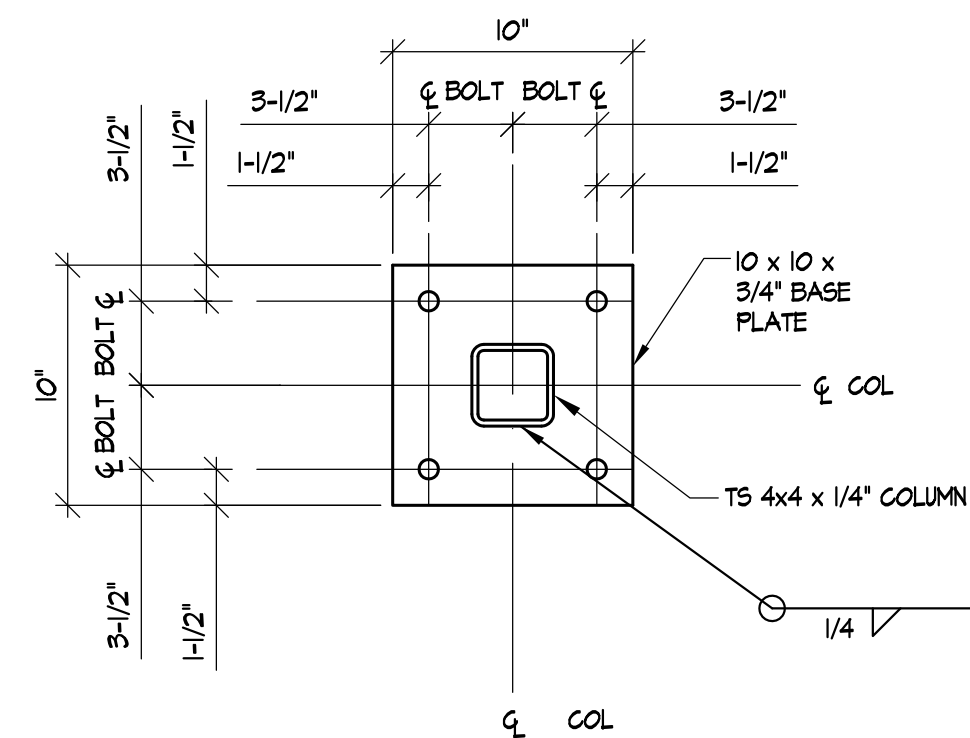


FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

BEARING WALL
DESIGN

- NOTES:
- 1 FOUNDATION PROVIDED FOR PRE-ENGINEERED METAL BUILDING.
 - 2 SEE SHEET S11 FOR METAL BUILDING UTILIZING MAIN FRAME DESIGN.
 - 3 SEE SHEET A10 FOR SLAB ELEVATIONS AND SLOPES.
 - 4 SLOPE TOP & BOTTOM OF SLAB TO MAINTAIN THICKNESS INDICATED.



DETAIL

SCALE: 1 1/2" = 1'-0"

BASE PLATE

COLUMN FOOTING SCHEDULE

MARK	SIZE	DEPTH	BOTTOM REINFORCING	PEDESTAL		
				SIZE	DOWEL	TIES
FI	2'-6" x 2'-6"	1'-0"	(3) #5 E.W.	1'-0" x 1'-0"	(4) #6	#3 @ 6" o.c.

PRIME PROFESSIONAL
FIRM LOGO

Project Title

COMMONWEALTH OF
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BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

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Sheet Title

FOUNDATION PLAN
(BEARING WALL DESIGN)
& COLUMN FTG SCHEDULE
CITY/COUNTY VIRGINIA

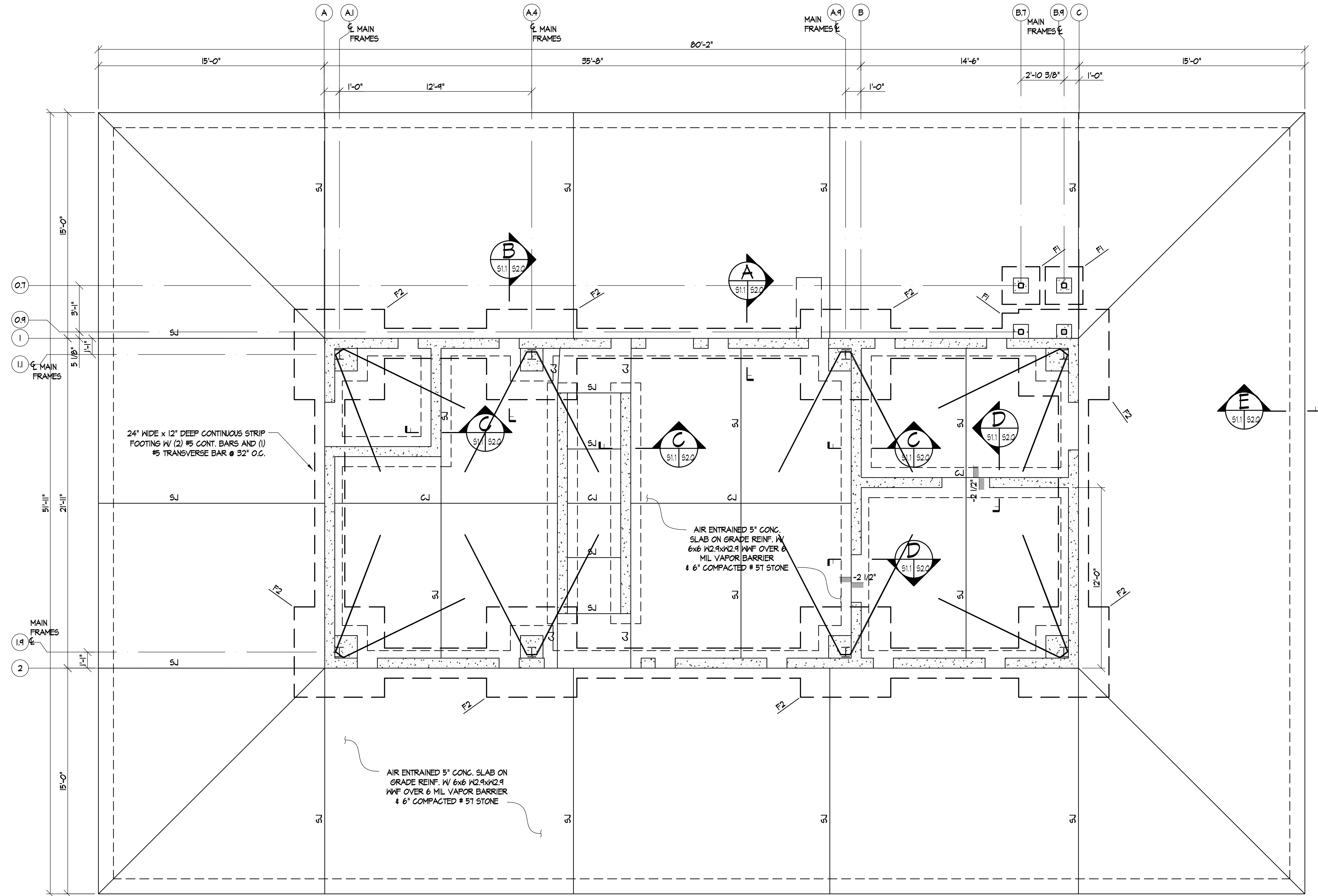
Drawn By: SJS Approved By: MAM
Checked By: SMF Date: 04/11/13

PROFESSIONAL
SEAL

Sheet No.

S1.0

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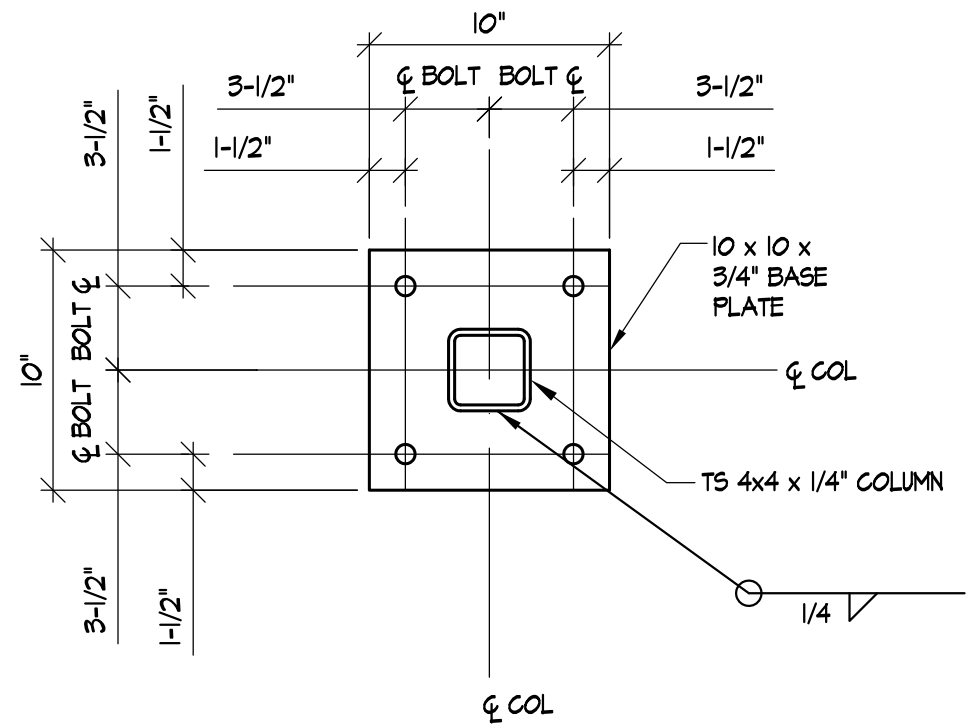


FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

MAIN FRAME
DESIGN

- NOTES:
- 1 FOUNDATION PROVIDED FOR PRE-ENGINEERED METAL BUILDING.
 - 2 SEE SHEET S1.0 FOR METAL BUILDING UTILIZING EXTERIOR BEARING WALLS.
 - 3 METAL BUILDING MANUFACTURERS UTILIZING MAIN FRAME SHALL UTILIZE LOCATIONS SHOWN.
 - 4 SEE SHEET A1.0 FOR SLAB ELEVATIONS AND SLOPES.
 - 5 SLOPE TOP & BOTTOM OF SLAB TO MAINTAIN THICKNESS INDICATED.



DETAIL

SCALE: 1 1/2" = 1'-0"

BASE PLATE

COLUMN FOOTING SCHEDULE						
MARK	SIZE	DEPTH	BOTTOM REINFORCING	PEDESTAL		
				SIZE	DOWEL	TIES
F1	2'-6" x 2'-6"	1'-0"	(3) #5 E.M.	1'-0" x 1'-0"	(4) #6	#3 @ 6" o.c.
F2	6'-0" x 6'-0"	1'-2"	(7) #5 E.M.	1'-6" x 1'-6"	(8) #6	#3 @ 9" o.c.

NOTE: COLUMN SPREAD FOOTINGS DESIGNATED F2 ARE INTENDED FOR USE WITH METAL BUILDING CONSTRUCTION UTILIZING MAIN FRAME CONSTRUCTION ONLY

PRIME PROFESSIONAL
FIRM LOGO

Project Title
COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

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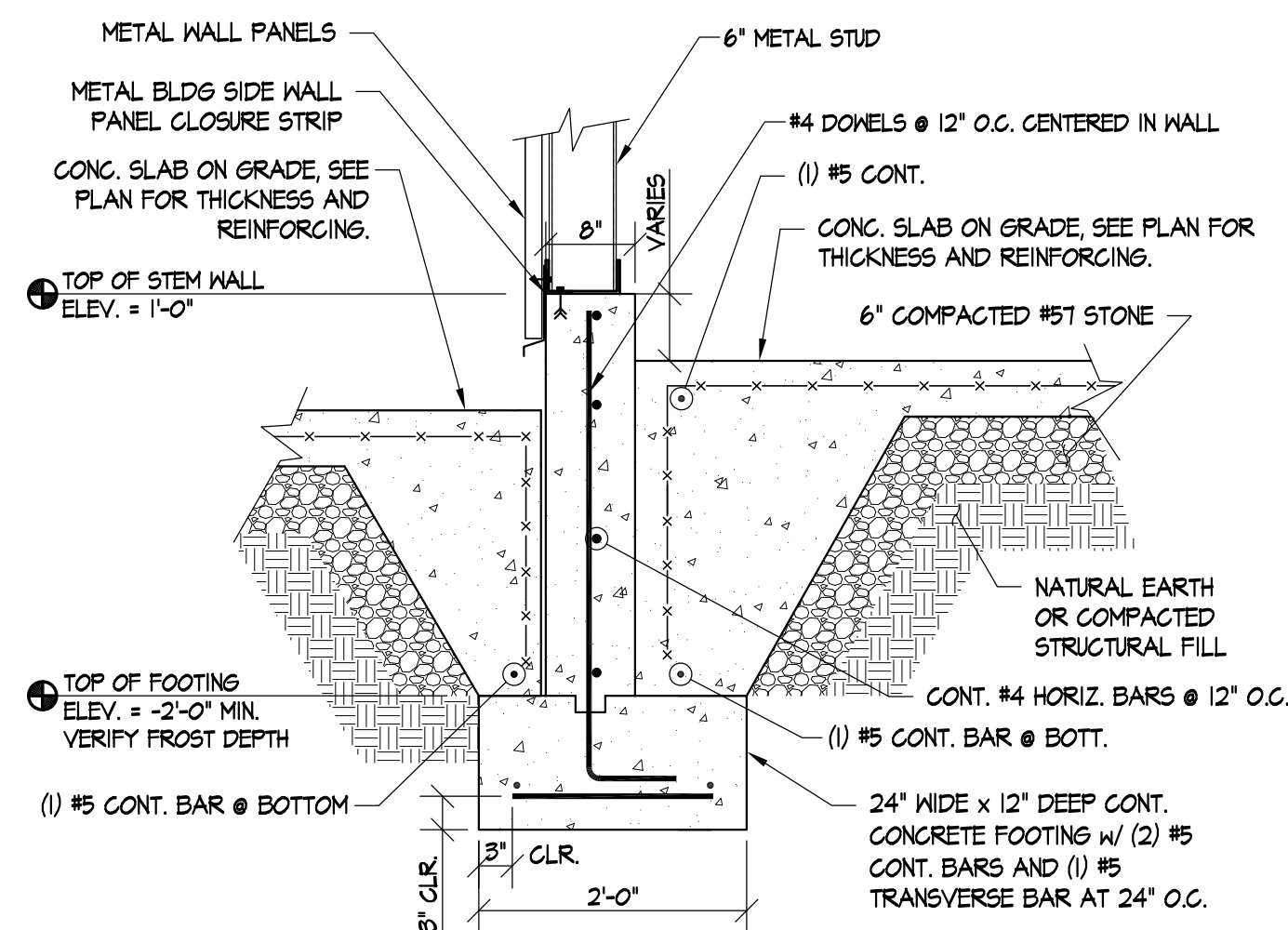
No.	REVISIONS	Date

Sheet Title
FOUNDATION PLAN
(MAIN FRAME DESIGN)
& COLUMN FTG SCHEDULE
CITY/COUNTY VIRGINIA
Drawn By: SJS Approved By: MAM
Checked By: SMF Date: 04/11/13

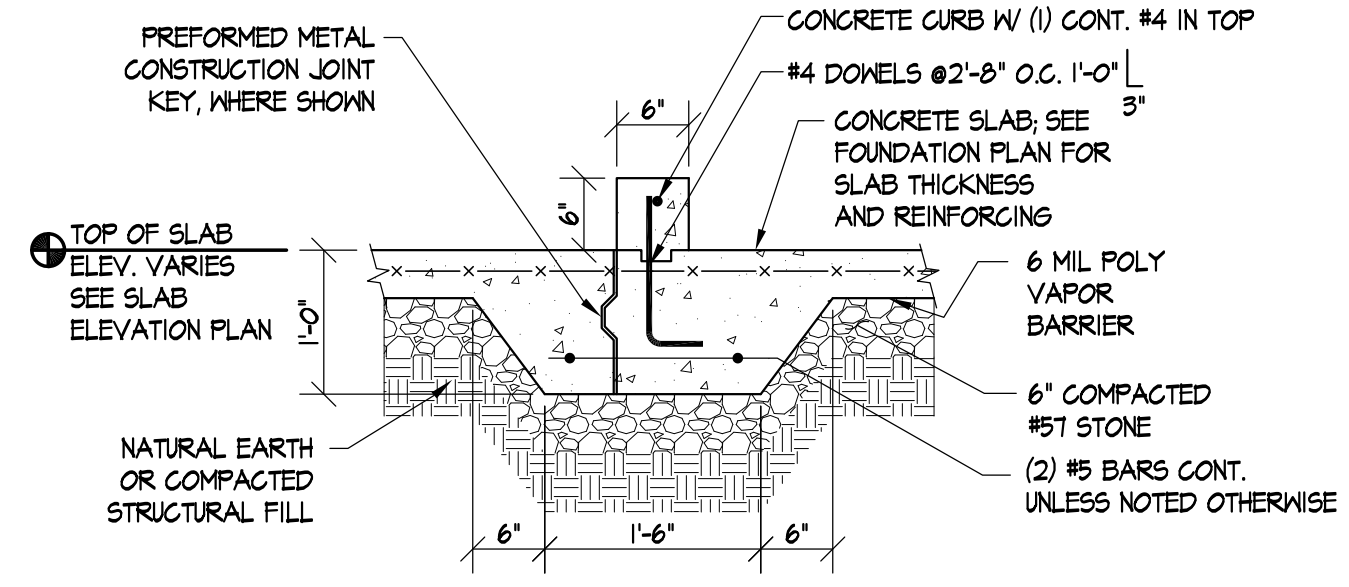
PROFESSIONAL
SEAL

Sheet No.

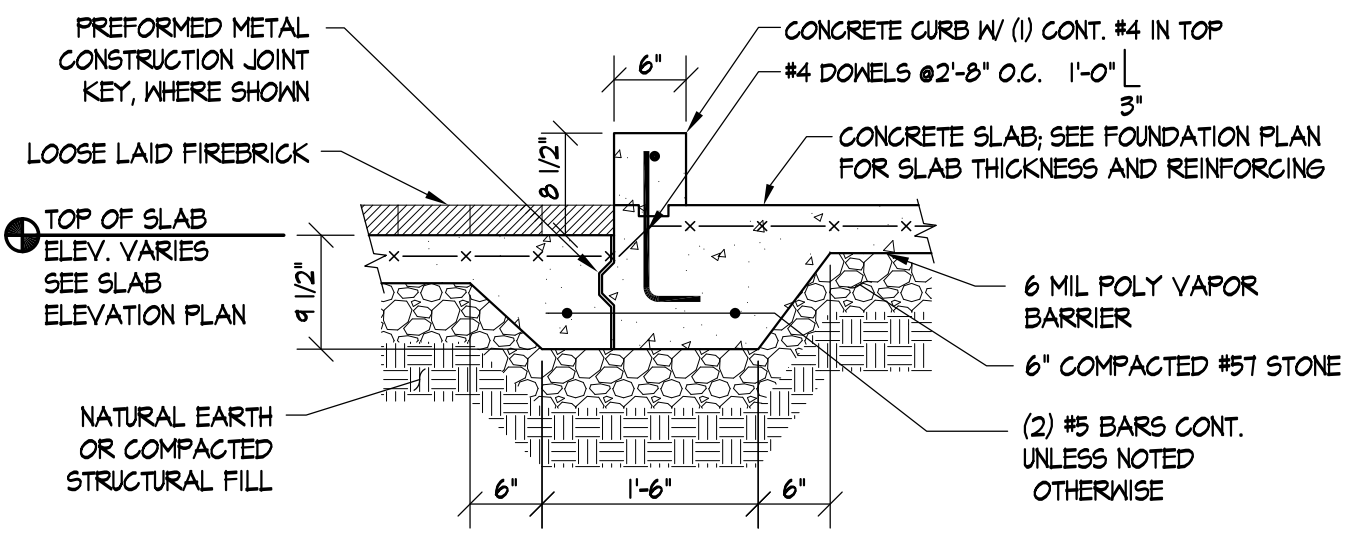
S1.1



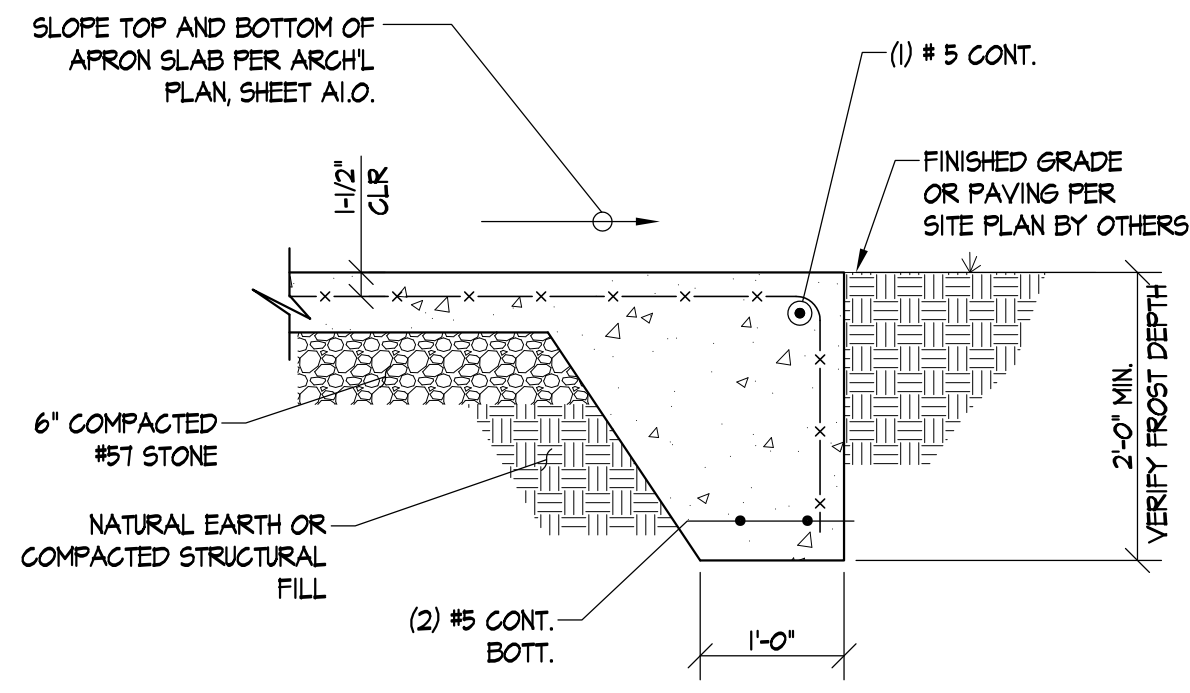
SECTION A
SCALE: 3/4" = 1'-0"
S1.0, S1.1



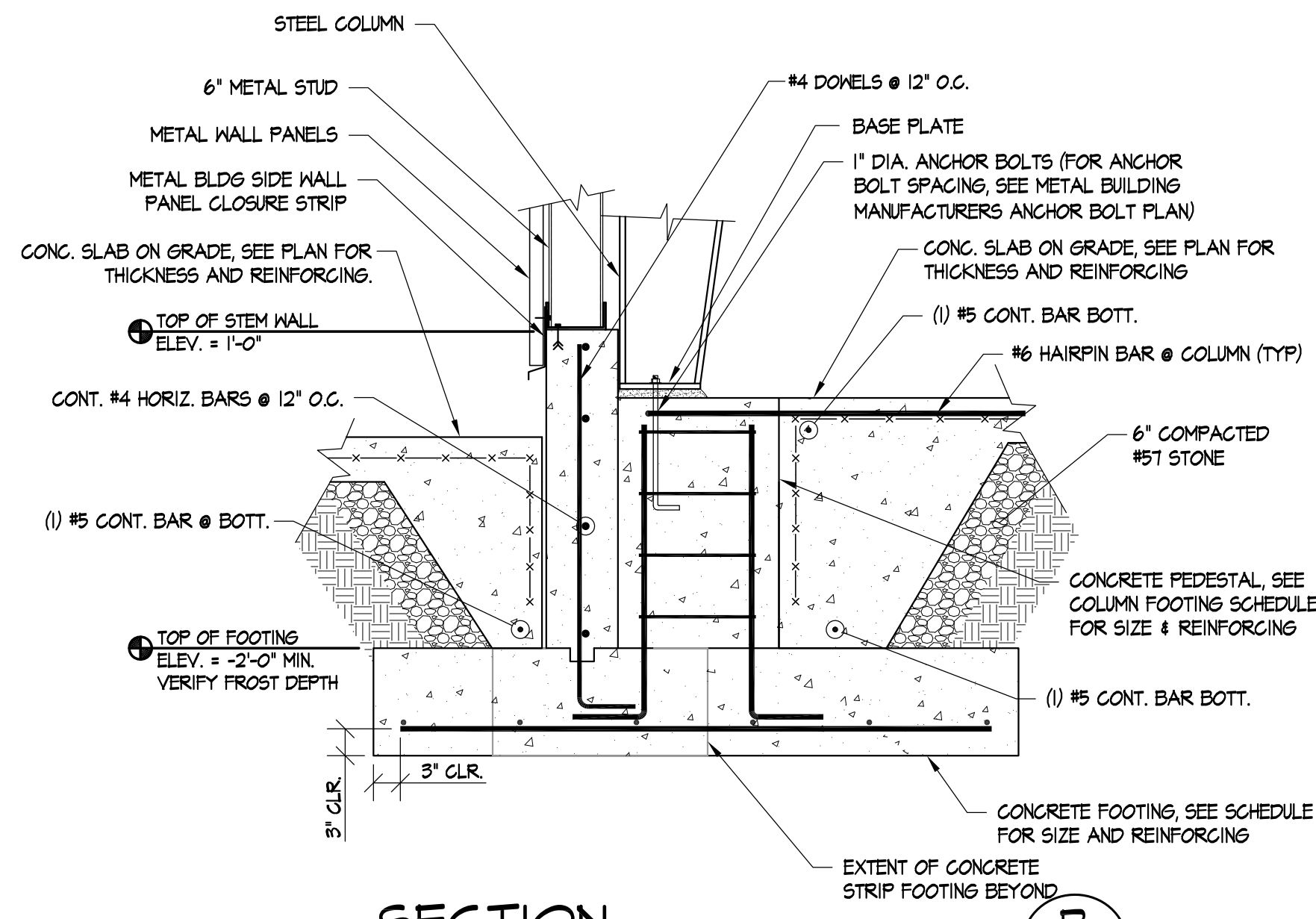
SECTION C
SCALE: 3/4" = 1'-0"
S1.0, S1.1



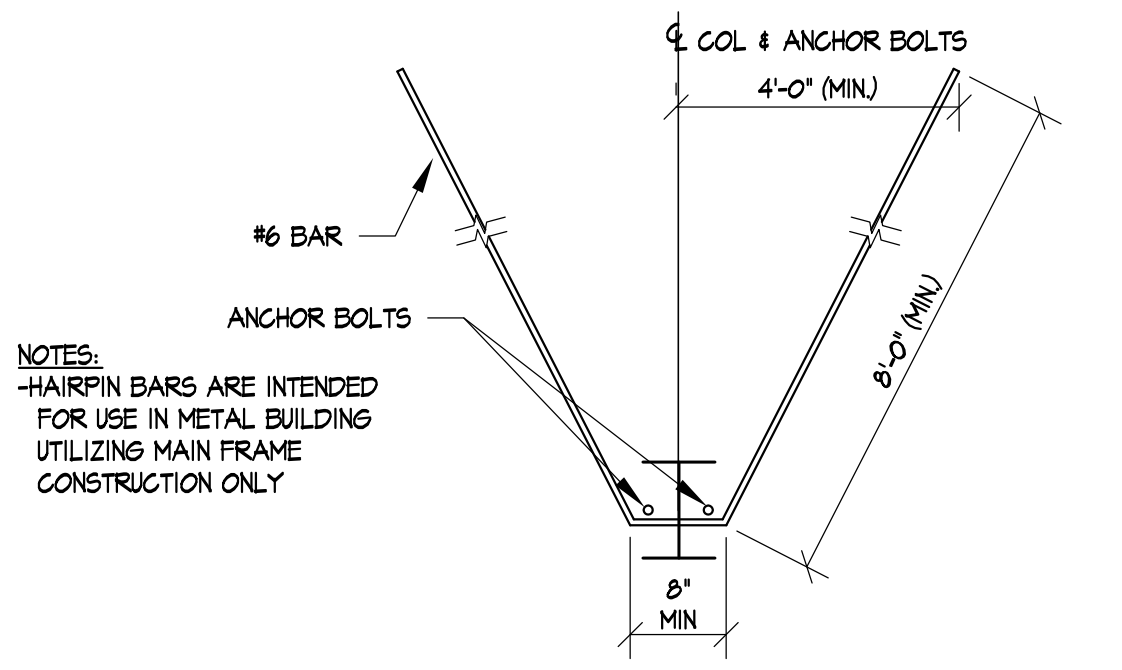
SECTION D
SCALE: 3/4" = 1'-0"
S1.0, S1.1



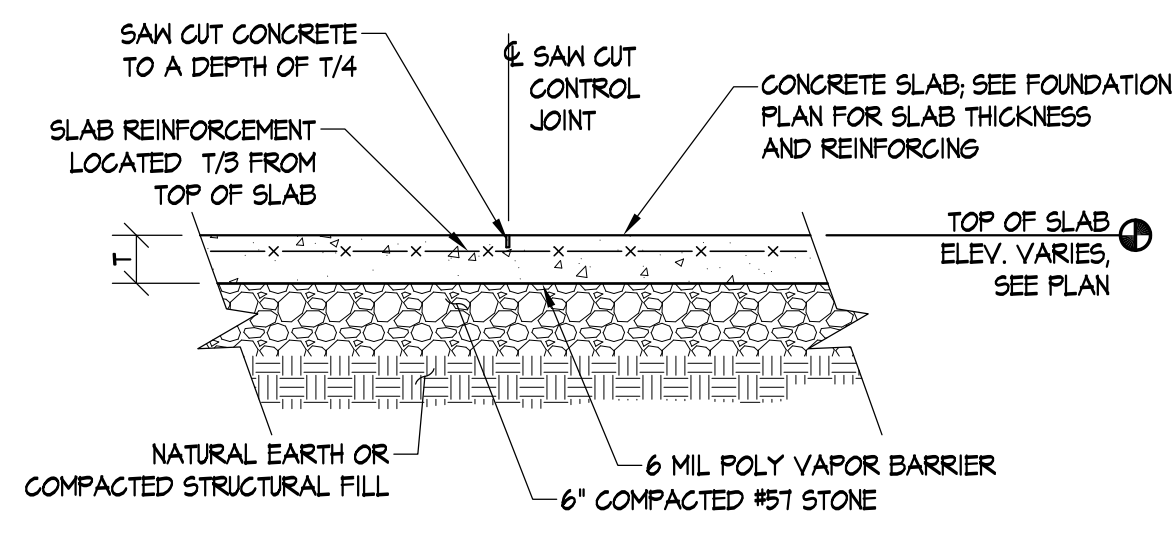
SECTION E
SCALE: 3/4" = 1'-0"
S1.0, S1.1



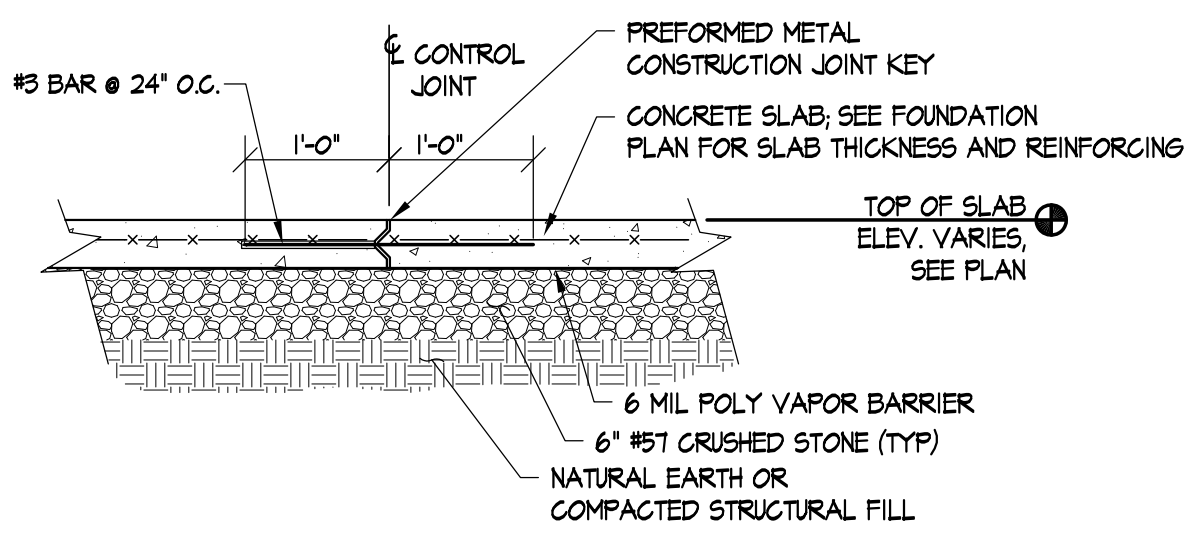
SECTION B
SCALE: 3/4" = 1'-0"
S1.1, S2.0



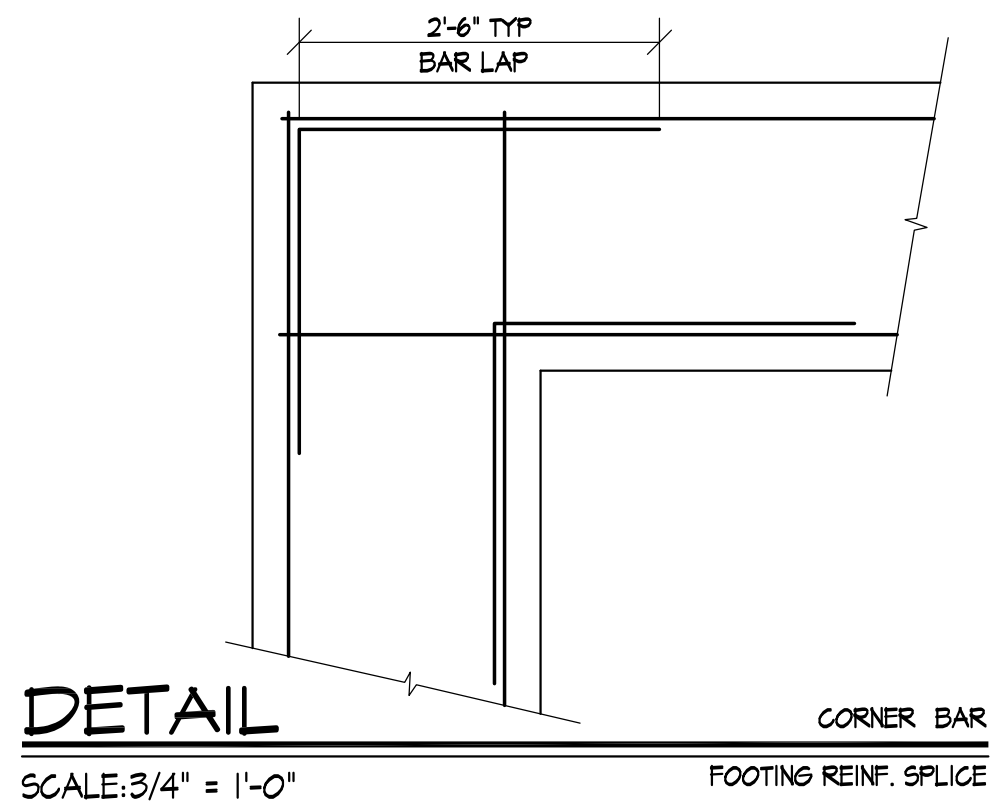
DETAIL HAIRPIN BAR
SCALE: 3/4" = 1'-0"



DETAIL SAW CUT JOINT
SCALE: 3/4" = 1'-0"



DETAIL CONSTRUCTION JOINT
SCALE: 3/4" = 1'-0"



DETAIL CORNER BAR
SCALE: 3/4" = 1'-0"

PRIME PROFESSIONAL FIRM LOGO

Project Title
COMMONWEALTH OF VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

SUB-CONSULTANT'S LOGO



Department of Fire Programs

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No.	REVISIONS	Date

Sheet Title	FOUNDATION SECTIONS & DETAILS
CITY/COUNTY	VIRGINIA
Drawn By: SJS	Approved By: MAM
Checked By: SMF	Date: 04/11/13

PROFESSIONAL SEAL

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COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL

SUB-CONSULTANT'S
LOGO



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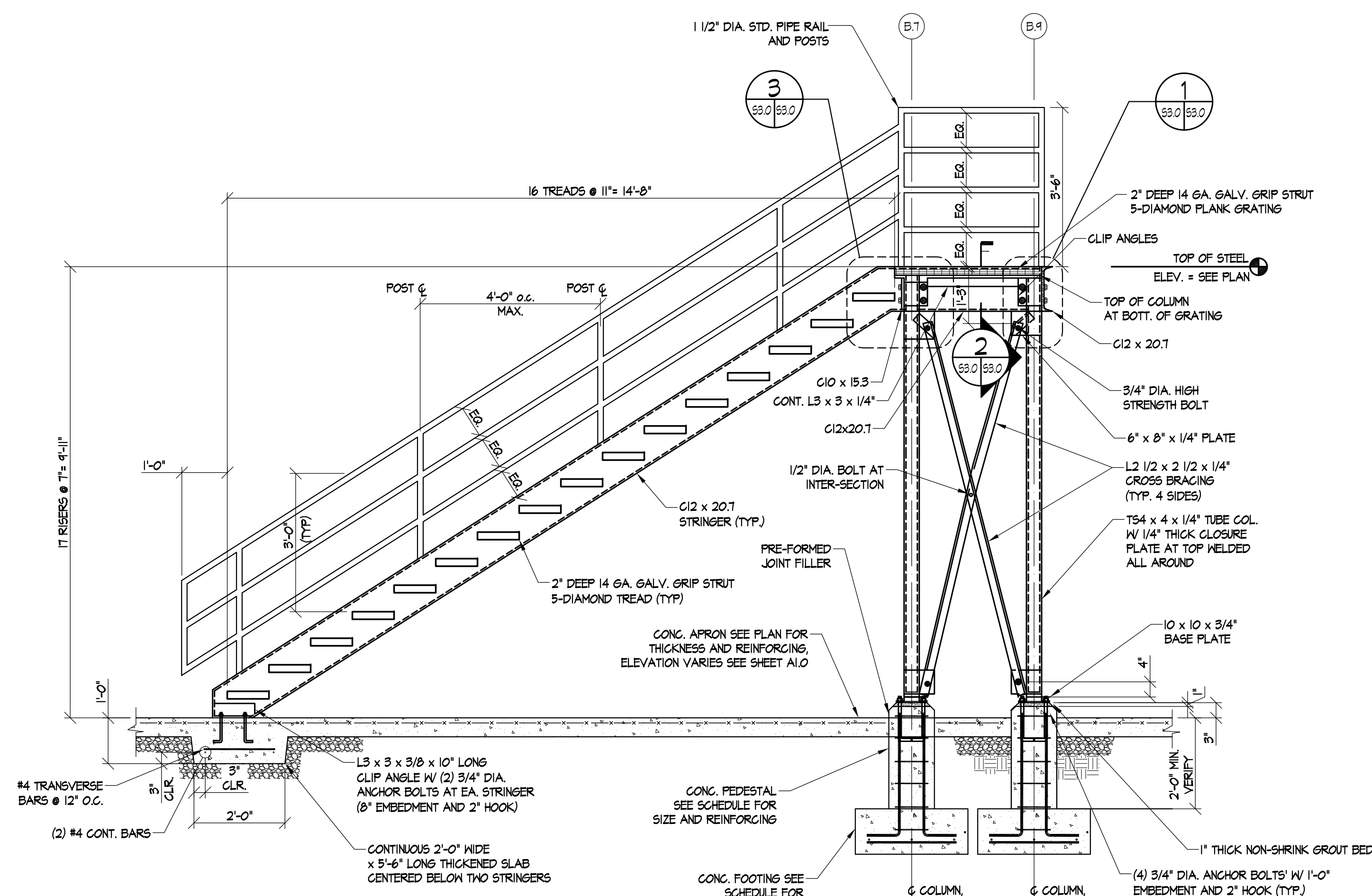
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Sheet Title	
<p align="center">EXTERIOR STEEL STAIR ELEVATION, SECTIONS, & DETAILS</p>	
CITY/COUNTY	VIRGINIA
Drawn By: SJS	Approved By: MAM
Checked By: SMF	Date: 04/11/13



S3.0

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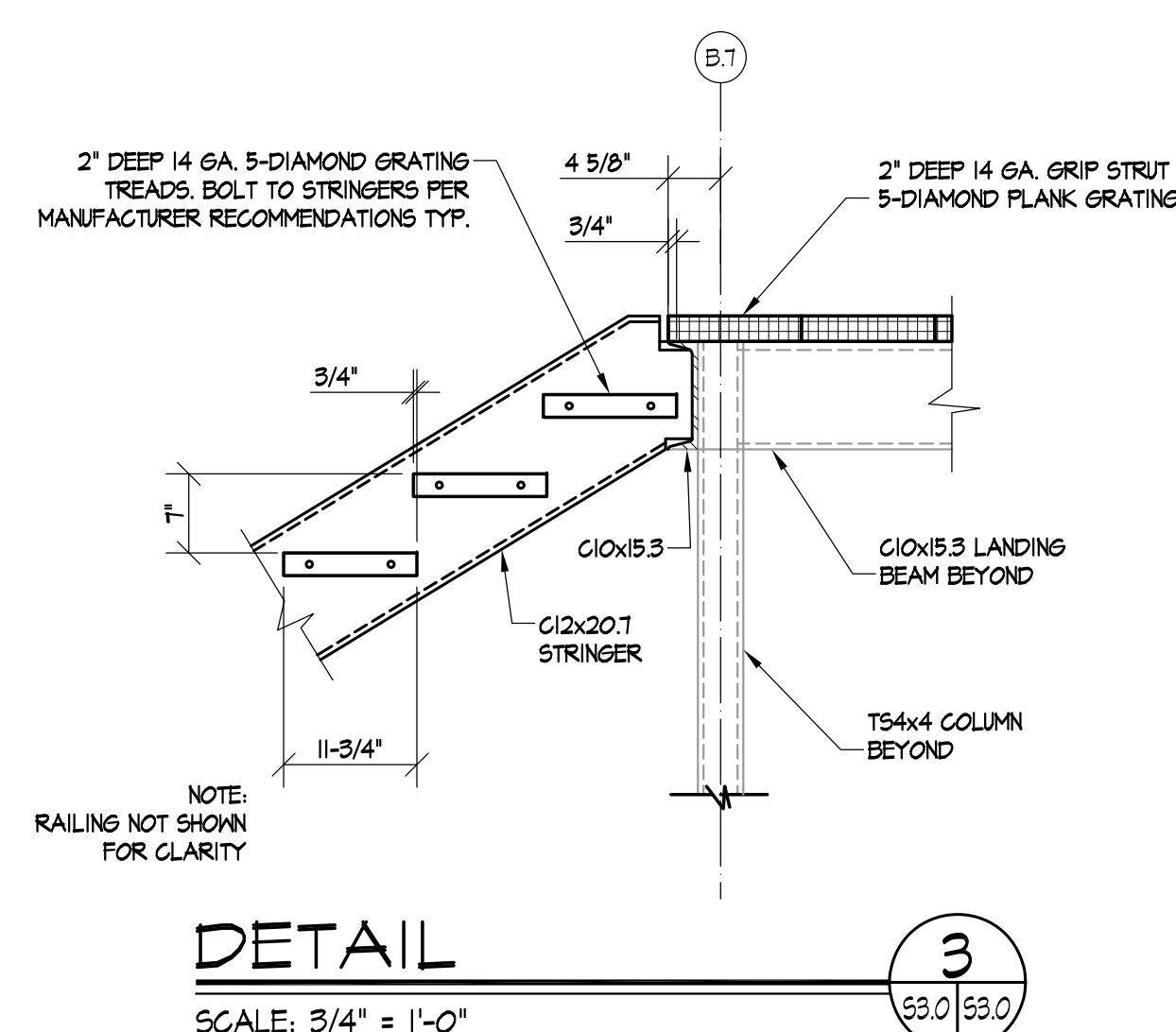
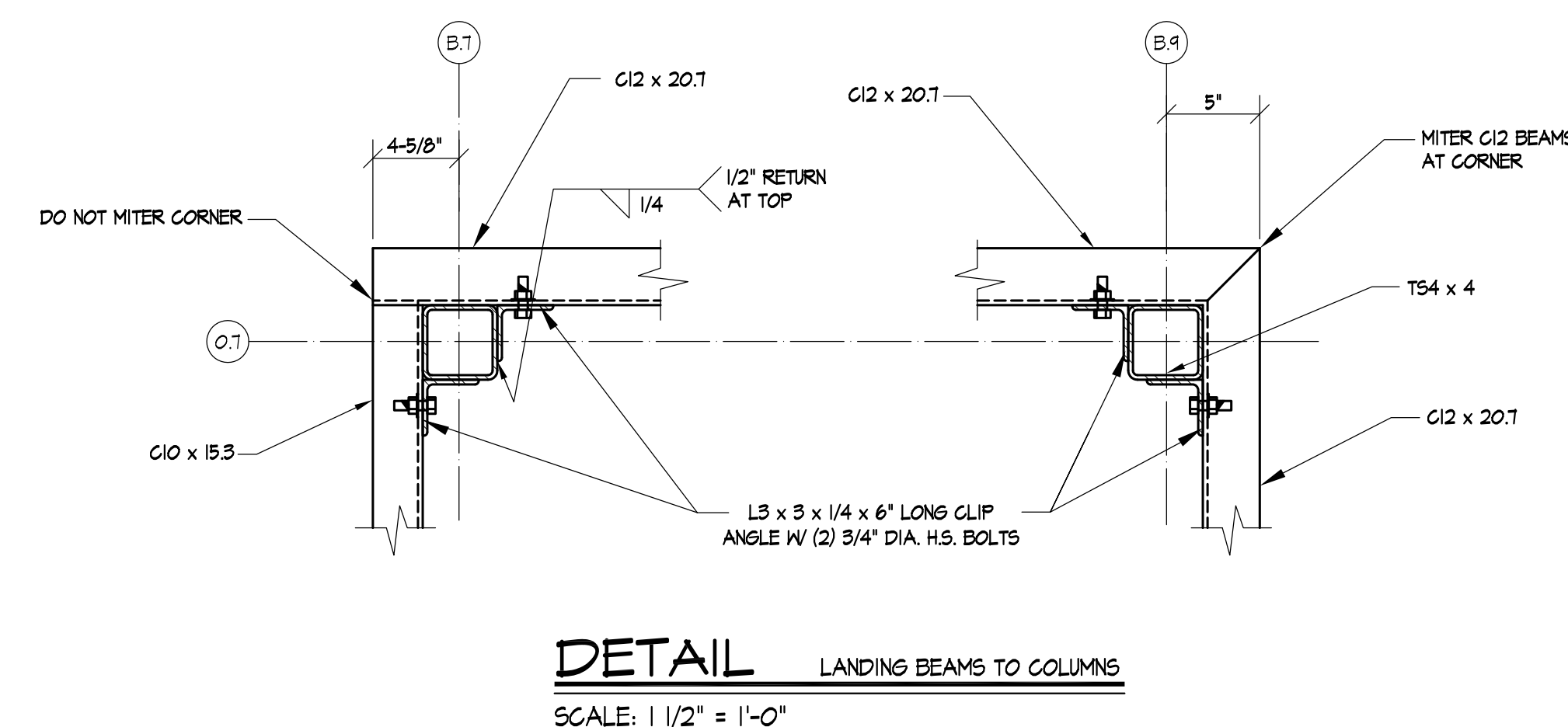
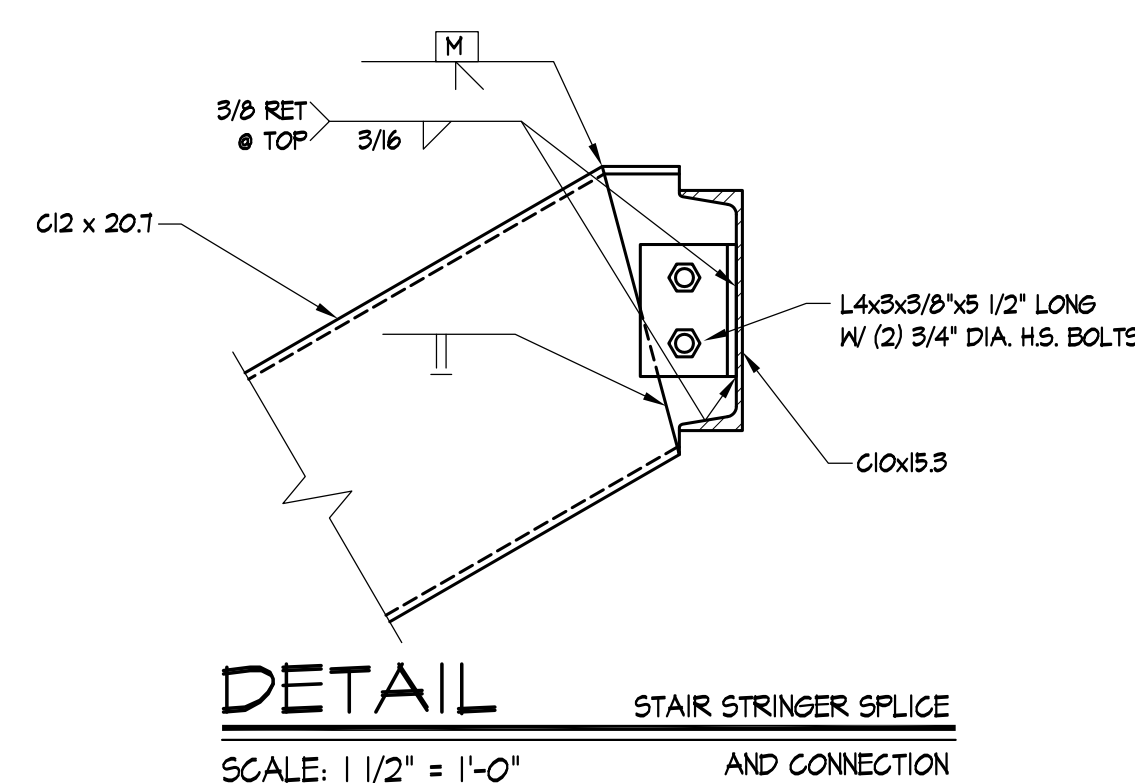
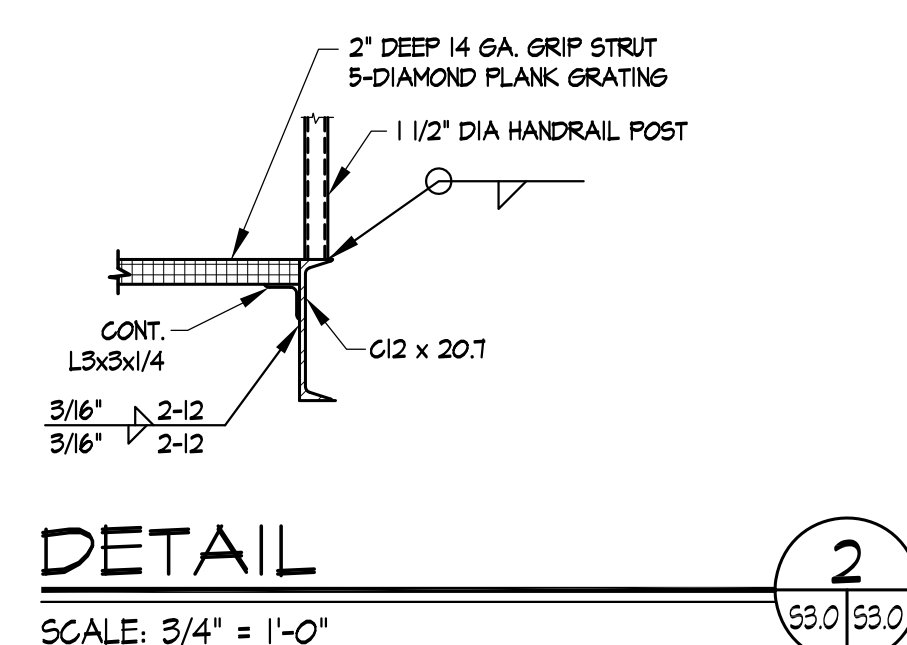
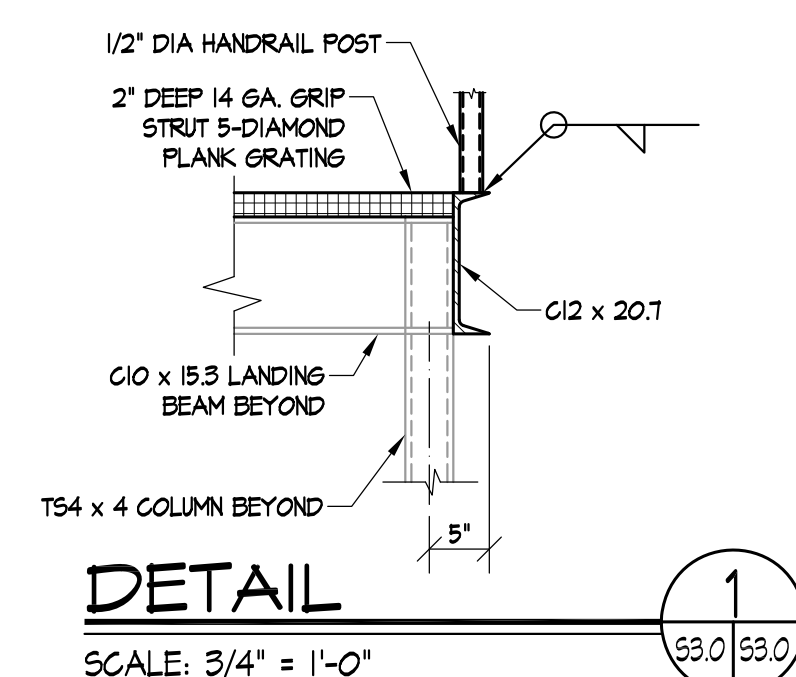


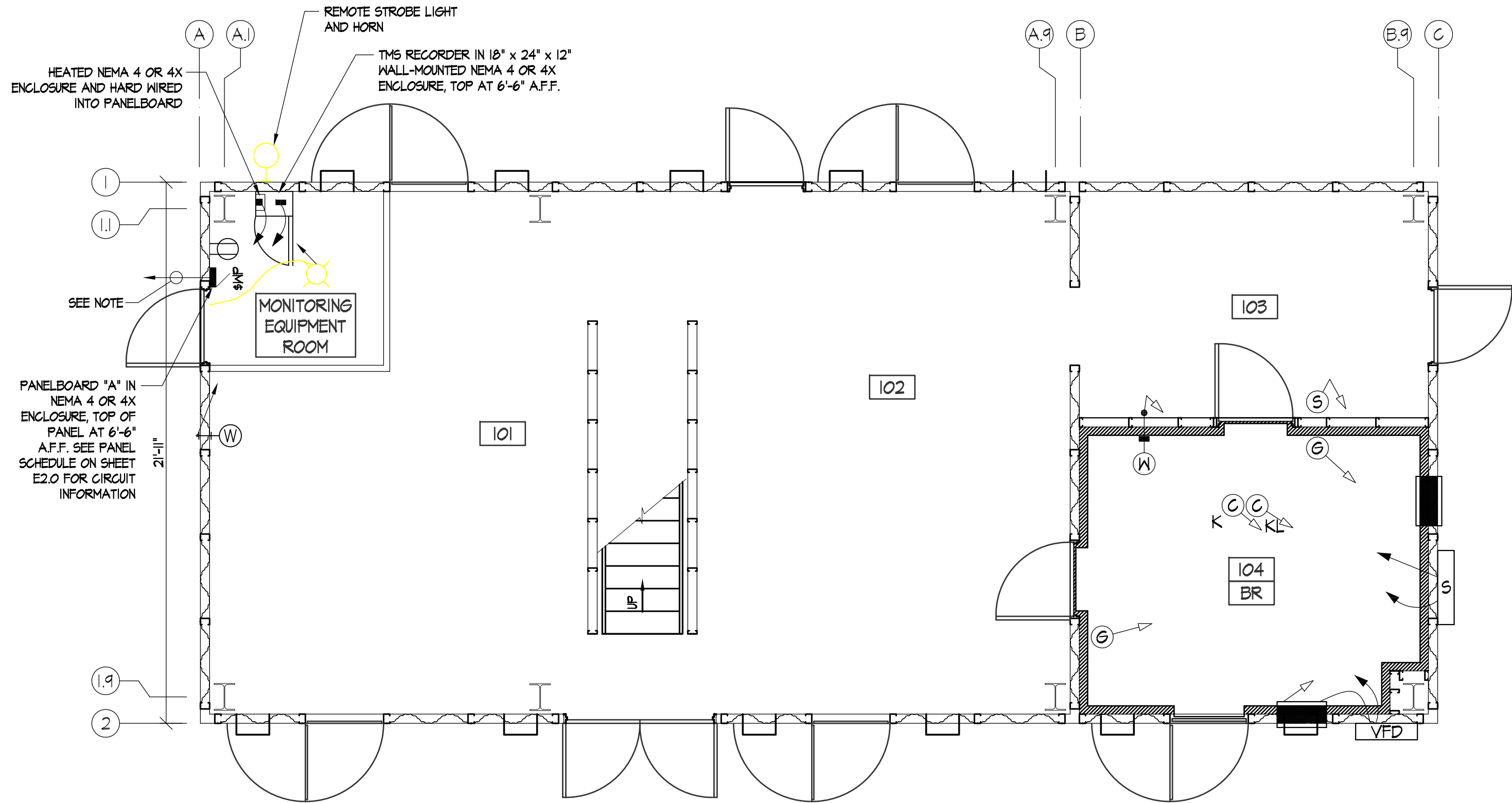
NOTE:
ALL STEEL AND GRATING IN THIS SECTION SHALL BE GALVANIZED UNO

ELEVATION

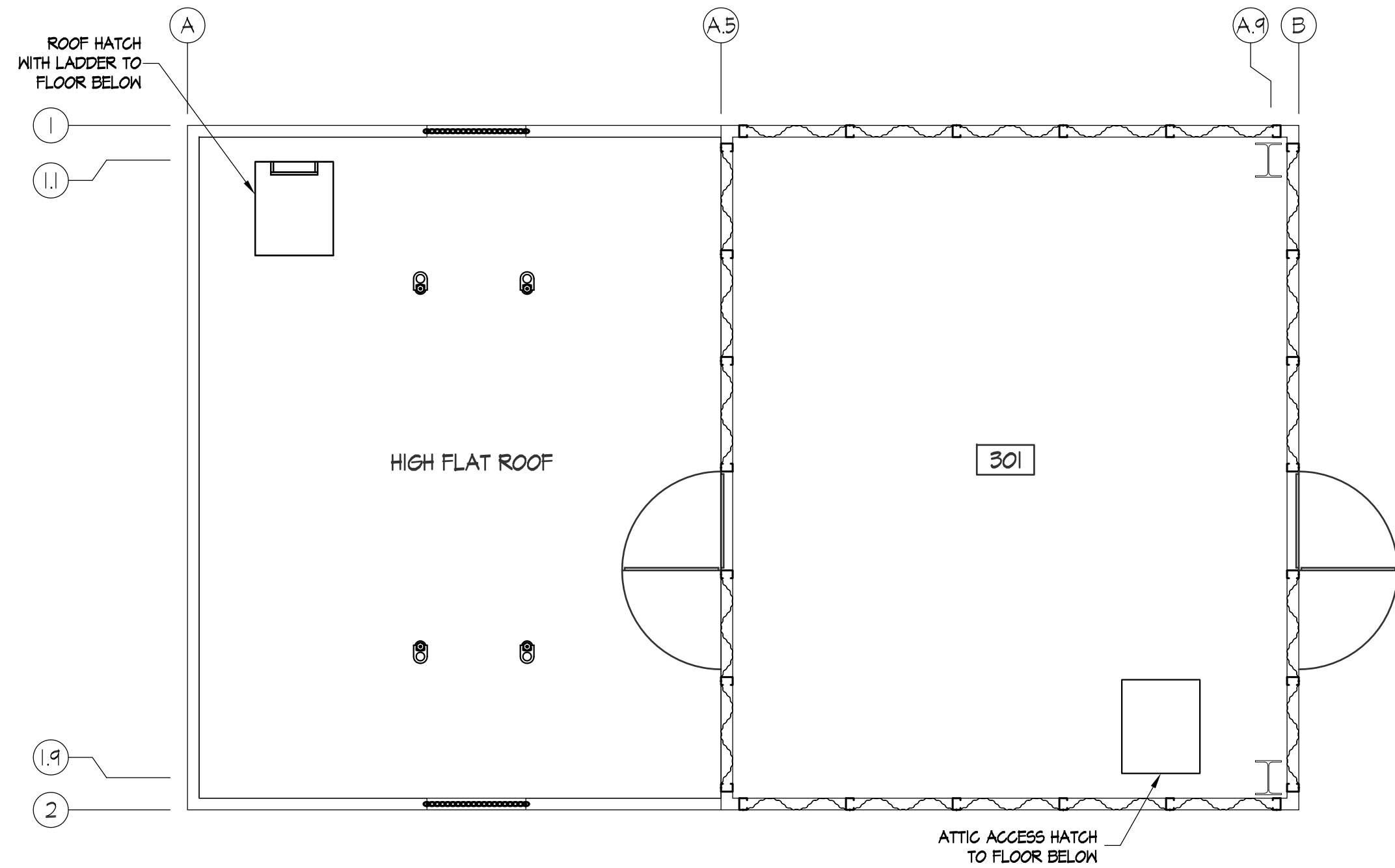
EXTERIOR STAIRS

SCALE: 1/2" = 1'-0"

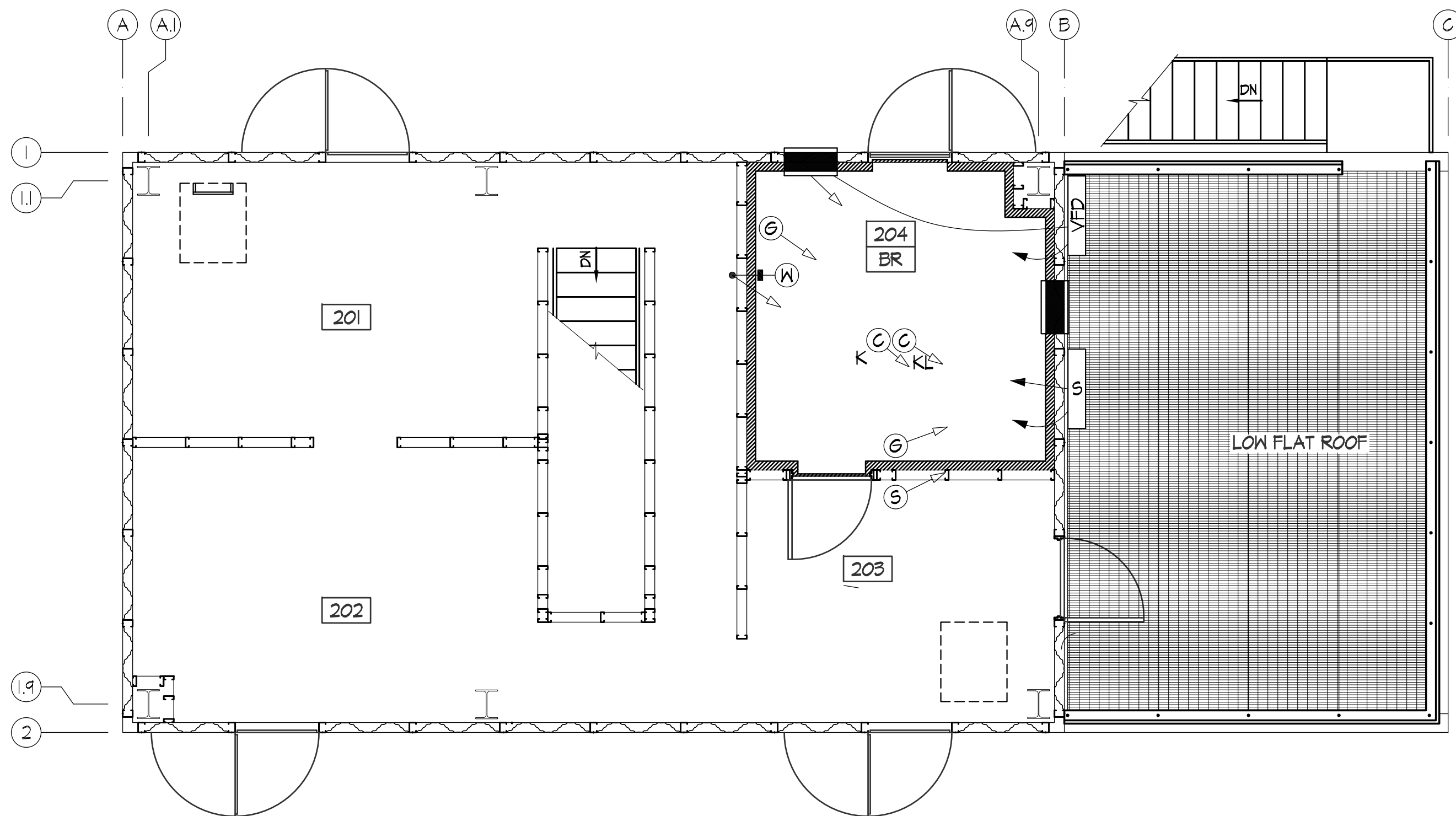




FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



ATTIC FLOOR ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



SECOND FLOOR ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

NOTES:

- ELECTRICAL PANEL "A" SHALL BE 120/208 VOLT 3 PHASE, 4 WIRE 200AMP MAIN CIRCUIT BREAKER, 30 POLE PANEL. CONTRACTOR SHALL COORDINATE POWER SOURCE TO PANEL AND SIZE FEEDER TO ACCOMMODATE VOLTAGE DROP. CONDUIT SHALL BE RUN AT A MINIMUM OF 36" BELOW GRADE AND SHALL BE PVC COATED RIGID STEEL.
- CONTRACTOR SHALL PROVIDE AN ALTERNATE PRICE FOR INSTALLATION OF EXTERIOR DUPLEX RECEPTACLES. RECEPTACLES SHALL BE RECESSED MOUNTED. PROVIDE CAST IRON RECEPTACLE WITH DIE CAST ALUMINUM COVERPLATE. DUPLEX RECEPTACLE SHALL BE CERAMIC AND HEAVY DUTY TYPE.
- ALL ELECTRICAL FIXTURES SHALL BE G.F.C.I.
- ALL WIRING SHALL COMPLY WITH THE APPLICABLE NATIONAL, STATE, AND LOCAL ELECTRICAL CODES. USE MINIMUM OF #12 AWG IN 1/2 INCH RIGID STEEL CONDUITS, UNLESS OTHERWISE NOTED.

ABBREVIATIONS:

- A. AMPERE (S)
- A.F.F. ABOVE FINISHED FLOOR
- A.I.C. AMPERE INTERRUPTING CAPACITY
- AWG AMERICAN WIRE GAUGE
- G.F.I. GROUND FAULT INTERRUPT
- GND GROUND
- MCB MAIN CIRCUIT BREAKER
- SWP WEATHERPROOF SINGLE POLE 20 AMP SWITCH
- T.L. THERMAL LINING
- T.M.S. TEMPERATURE MONITORING SYSTEM
- V VOLT (S)
- W WATT
- WP WEATHERPROOF (NEMA 4X)

SYMBOLS:

- WEATHERPROOF CEILING MOUNTED, 100W, 120V, INCANDESCENT FIXTURE.
- WEATHERPROOF DUPLEX RECEPTACLE, 20A, 125V, GROUNDING TYPE HAVING NEMA TYPE 5-20 R CONFIGURATION, SURFACE MOUNTED, 18" MOUNTING HEIGHT A.F.F.
- JUNCTION BOX
- CONDUIT TURNED UP
- CONDUIT TURNED DOWN
- CONDUIT RUN TO RECORDER FOR TEMPERATURE MONITORING SYSTEM U.N.O.
- CONDUIT RUN TO SLAVE PANEL
- WALL-MOUNTED TYPE K DUPLEX THERMOCOUPLE, 60" A.F.F. SEE 1-16/17 U.O.N.
- RECESSED CEILING-MOUNTED TYPE K DUPLEX THERMOCOUPLE SEE 2-16/17
- RECESSED CEILING-MOUNTED TYPE K DUPLEX THERMOCOUPLE SEE 2-16/17
- PLACED BEHIND INSULATION OF THERMAL LININGS SEE 2-16/17
- EXISTING METER
- BRANCH CIRCUIT CONDUIT WITH 2 #12 AWG + GROUND WIRE, U.N.O., RUN EXPOSED TO PANELBOARD CONNECTION POINT
- GAS SENSOR
- EMERGENCY STOP
- FIRE PROP SLAVE PANEL
- FIRE PROP VFD PANEL
- REMOTE STROBE LIGHT & HORN
- EXHAUST FAN

PRIME PROFESSIONAL FIRM LOGO

Project Title
**COMMONWEALTH OF VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL**

SUB-CONSULTANT'S LOGO



**Department
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No.	REVISIONS	Date

Sheet Title
**ELECTRICAL FLOOR &
ATTIC PLANS, NOTES,
SYMBOLS & ABBREVIATIONS**
CITY/COUNTY VIRGINIA
Drawn By: SJS Approved By: MAM
Checked By: SMF Date: 04/11/13

PROFESSIONAL SEAL

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PRIME PROFESSIONAL
FIRM LOGO

Project Title

COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
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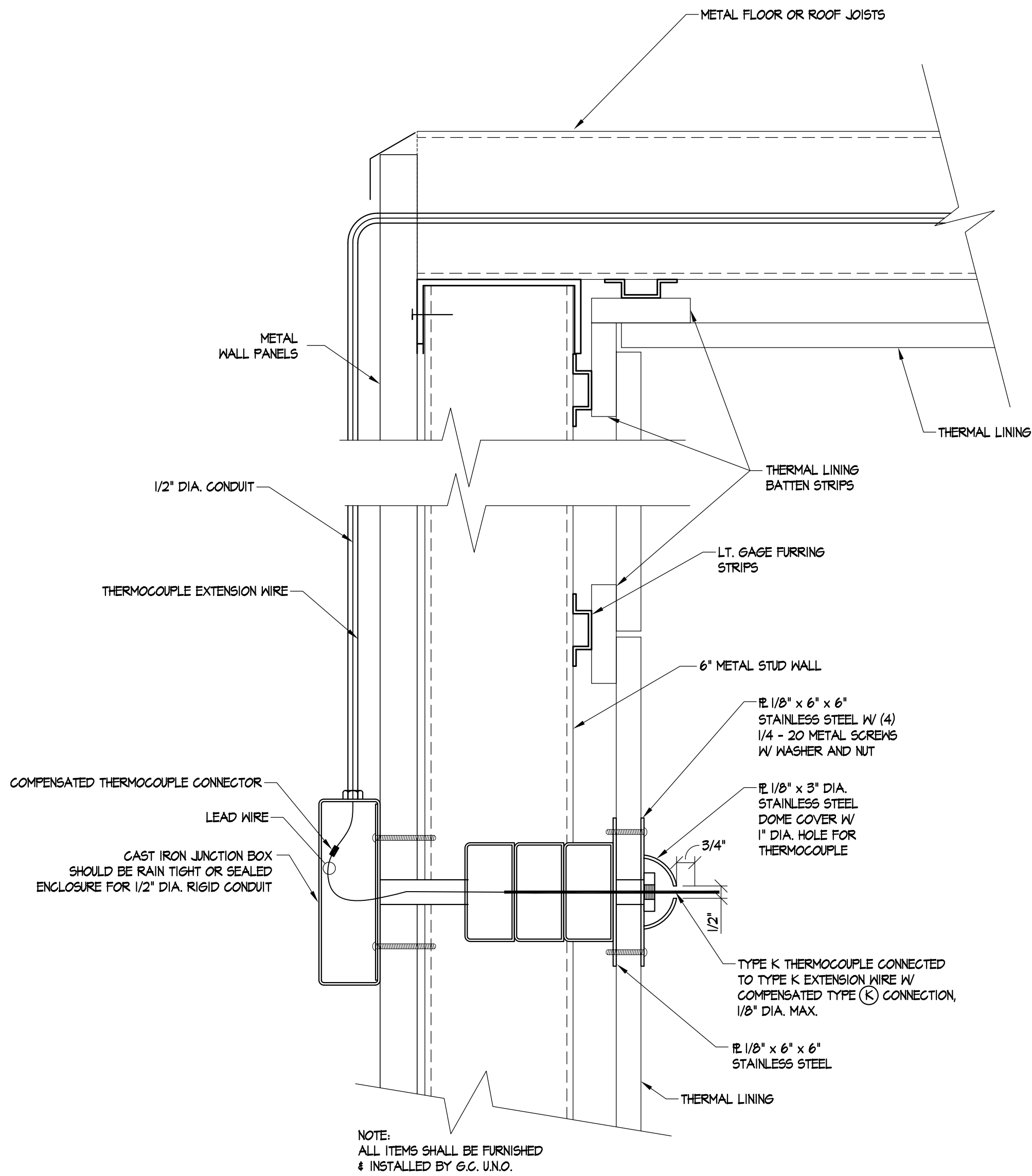
Sheet Title	
ELECTRICAL DETAILS & PANELBOARD SCHEDULE	
CITY/COUNTY	VIRGINIA
Drawn By: SJS	Approved By: MAM
Checked By: SMF	Date: 04/11/13

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Sheet No.

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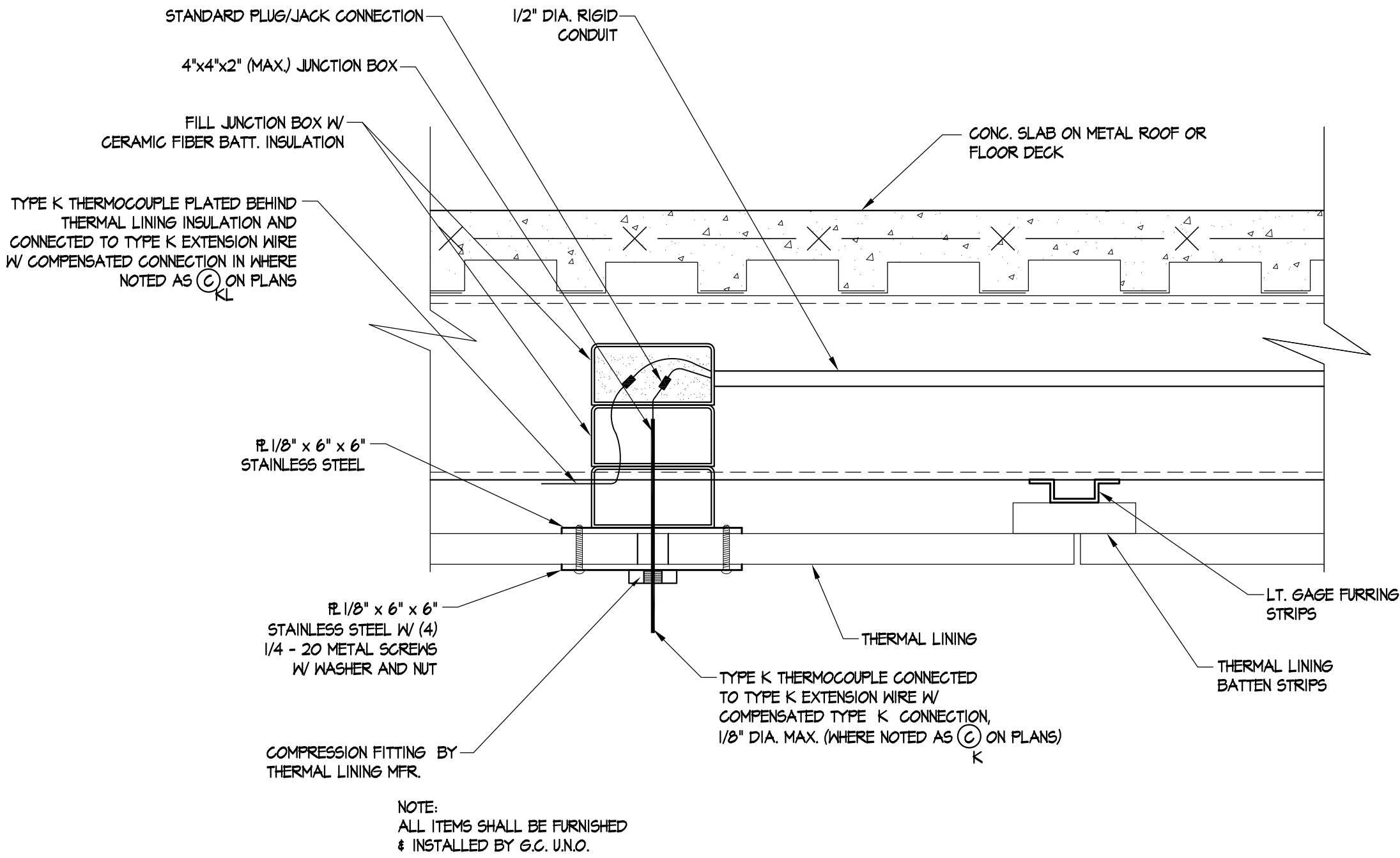
DETAIL

SCALE: 3" = 1'-0"

PANELBOARD SCHEDULE

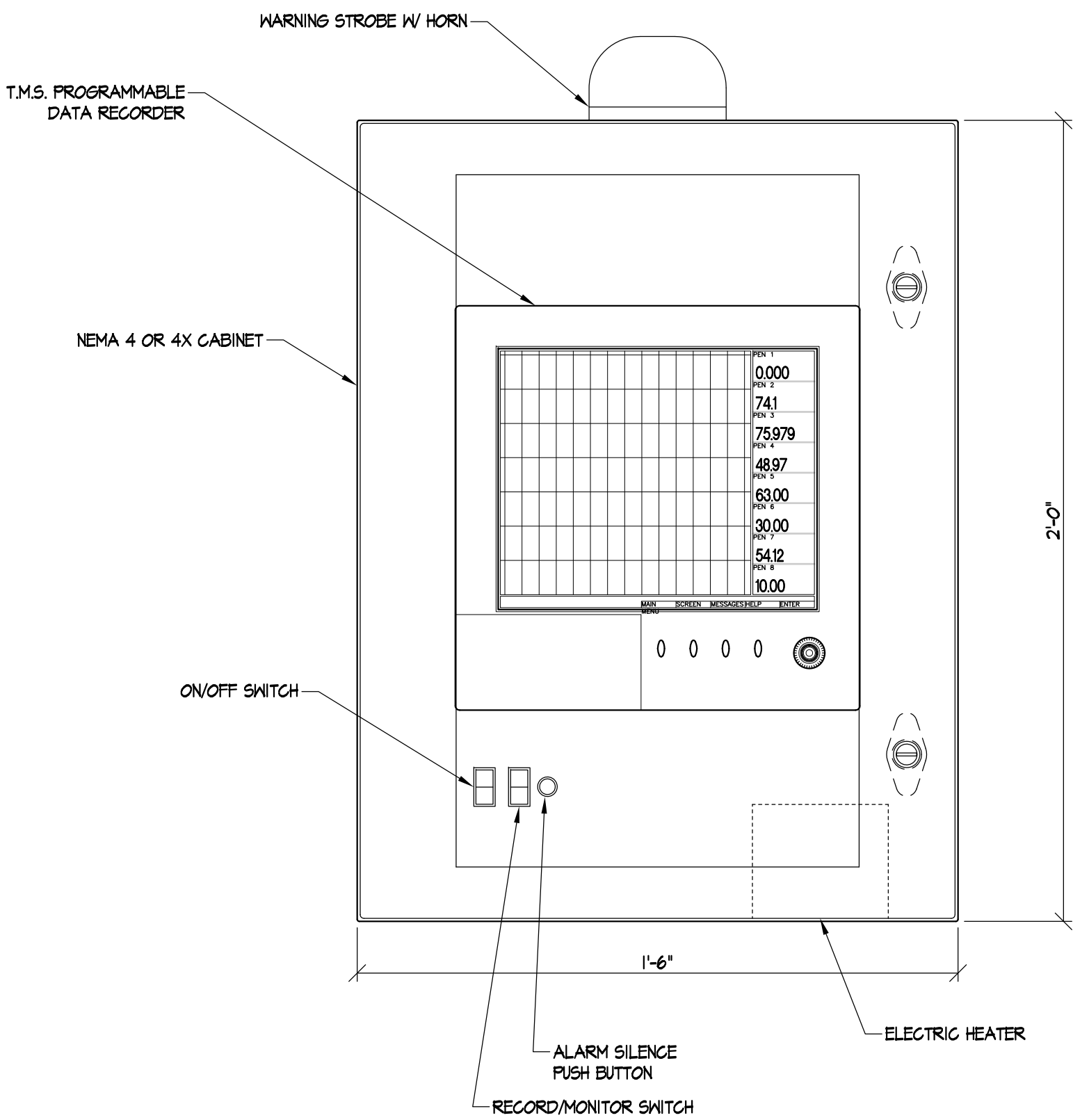
LP-1

LOCATION: 105				FED FROM: SHED M5B				1]- GFI		
SERVICE: 208Y/120V 3-P 4-W				NEUTRAL BUS: 100%				2]- SHUNT TRIP		
MAIN LUGS: A				GROUND BUS: STANDARD				3]- BREAKER LOCK		
MAIN BUS TYPE: -				MOUNTING: SURFACE				4]- HACR		
INTERRUPT RATING: - AIC				ENCLOSURE: NEMA 1						
DESCRIPTION	CCT. NO.	CIRCUIT BREAKER	CIRCUIT LOAD	CONNECTED LOAD (VA)			CIRCUIT LOAD	CIRCUIT BREAKER	CCT. NO.	DESCRIPTION
				A	B	C				
T.M.S. PANEL	1	20A-IP	500	680			180	20A-IP	2	LIGHT & RECEPTACLE
	3	20A-IP						20A-IP	4	
	5	20A-IP						20A-IP	6	
	7	20A-IP						20A-IP	8	
	9	20A-IP						20A-IP	10	
	11	20A-IP						20A-IP	12	
	13	20A-IP						20A-IP	14	
	15	20A-IP						20A-IP	16	
	17	20A-IP						20A-IP	18	
	19	20A-IP						20A-IP	20	
	21	20A-IP						20A-IP	22	
	23	20A-IP						20A-IP	24	
	25	20A-IP						20A-IP	26	
	27	20A-IP						20A-IP	28	
	29	20A-IP						20A-IP	30	
				680			LIGHTING DEMAND = 125% PER NEC 220-10(b)			
				TOTAL VA PER PHASE			RECEPTACLE DEMAND LOAD PER NEC TABLE 220-12			



DETAIL

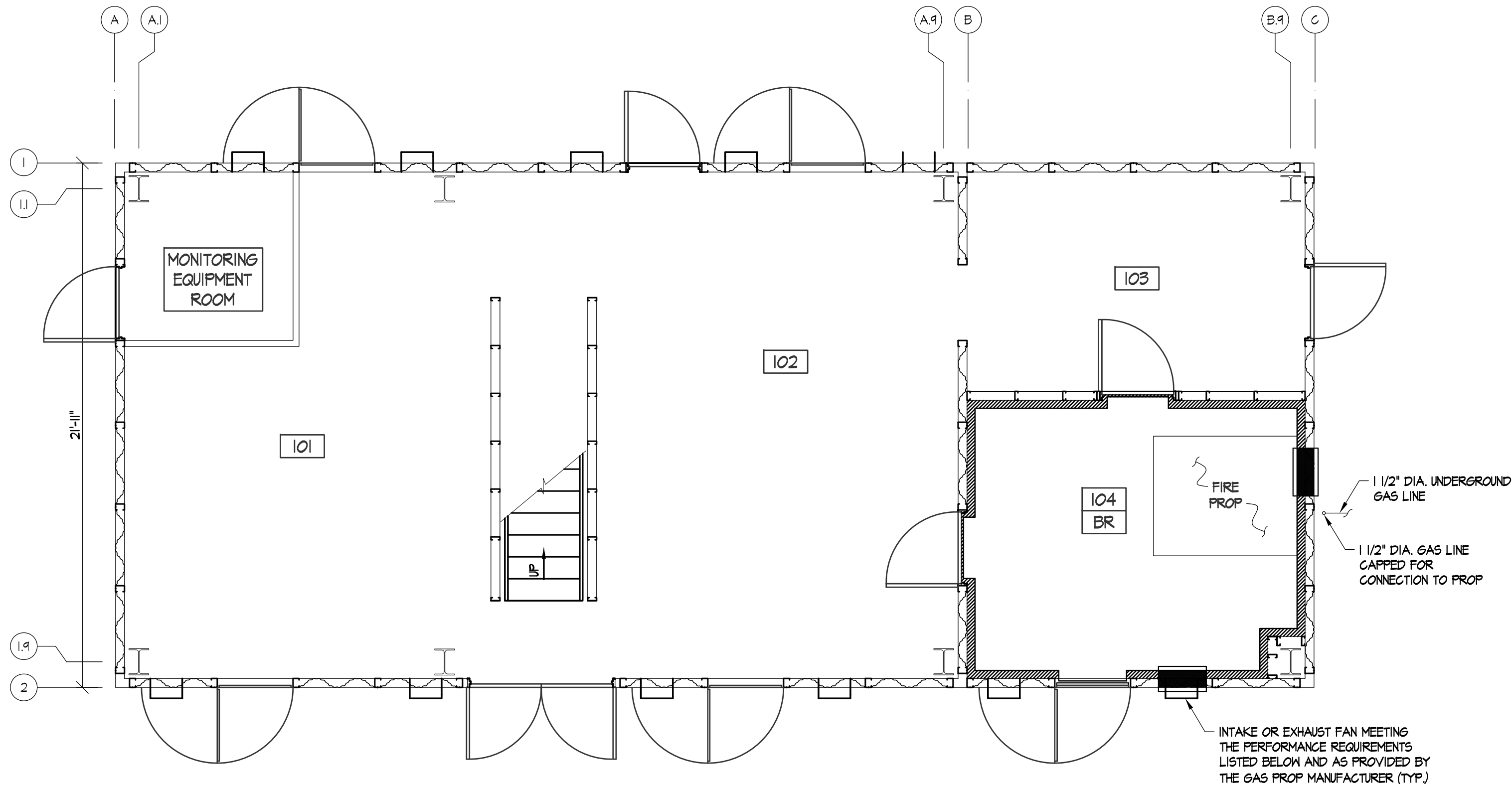
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ELEVATION

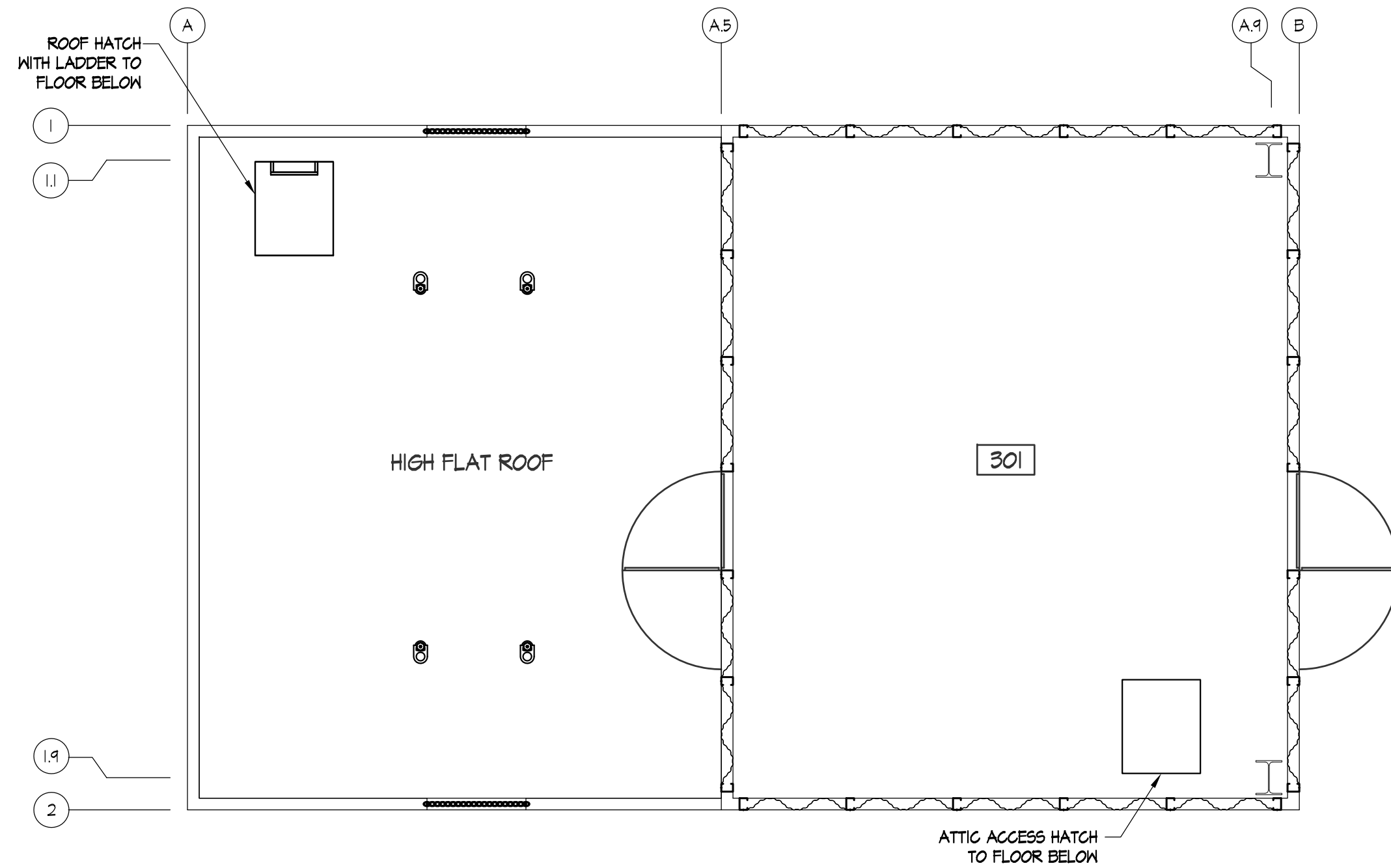
SCALE: 3" = 1'-0"

T.M.S. INDICATOR PANEL



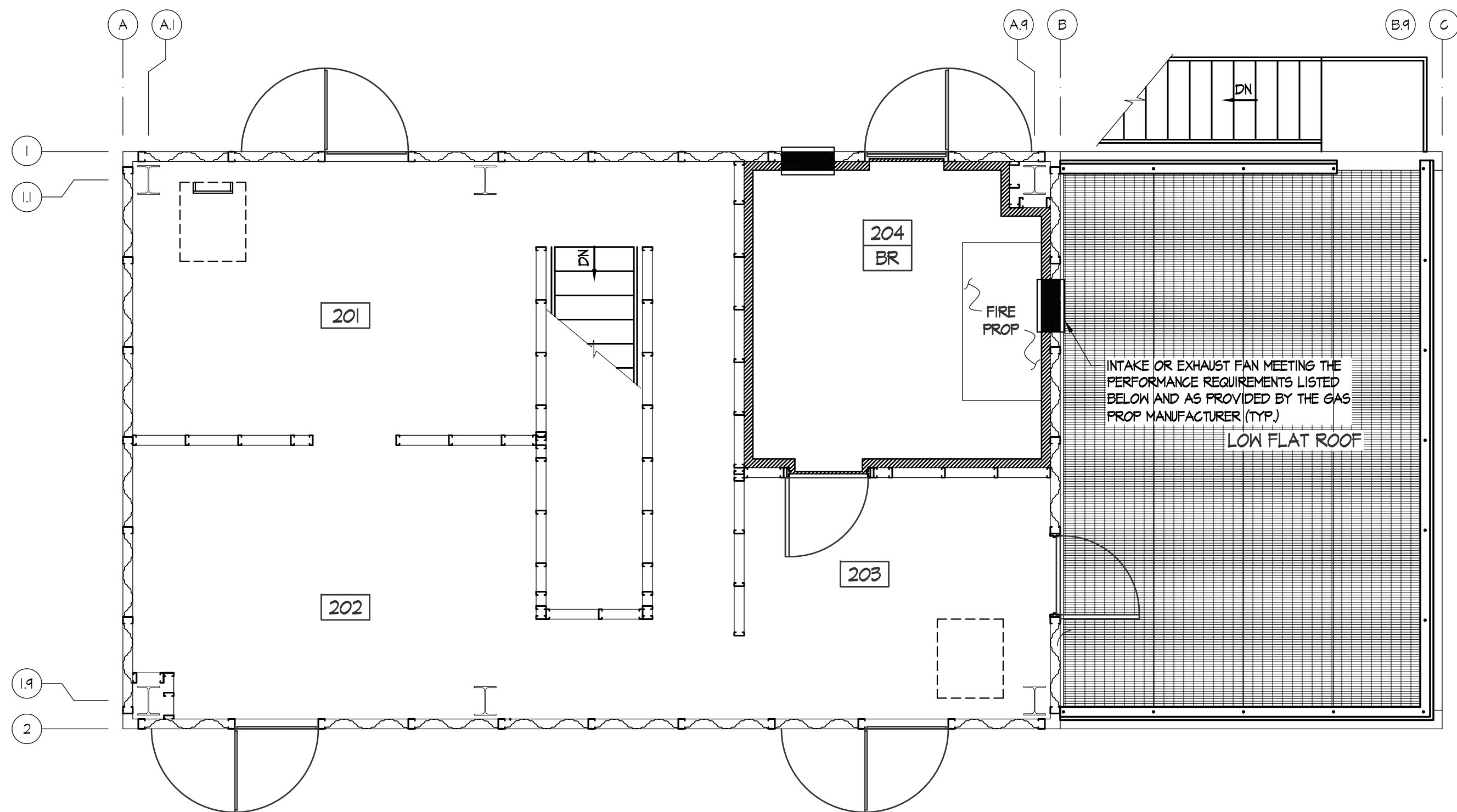
FIRST FLOOR MECHANICAL PLAN

SCALE: 1/4" = 1'-0"



ATTIC FLOOR MECHANICAL PLAN

SCALE: 1/4" = 1'-0"



SECOND FLOOR MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

NOTES

- THE AUTOMATED FIRE TRAINING SYSTEM SHALL BE EQUIPPED WITH A VENTILATION SYSTEM TO REMOVE EXCESS HEAT, COMBUSTION BY-PRODUCTS, AND UNBURNED GAS FROM EACH TRAINING COMPARTMENT WITHIN THE BUILDING AND VENTILATION SYSTEM SHALL BE DESIGNED TO FULLY PURGE EACH TRAINING COMPARTMENT AT THE RATE OF ONE (1) AIR CHANGE PER MINUTE AS PER NFPA 1403. THE LIVE FIRE TRAINING SYSTEM SHALL CONTROL THE OPERATION AND MONITOR THE AIRFLOW OF THE VENTILATION SYSTEM IN THE BURN BUILDING. THE VENTILATION SYSTEM SHALL ONLY BE ACTIVATED DURING THE FOLLOWING CONDITIONS:
 - TO FULLY PURGE THE TRAINING COMPARTMENTS AT POWER UP.
 - TO FLUSH THE BURN BUILDING PRIOR TO TRAINING.
 - TO FULLY PURGE THE TRAINING COMPARTMENTS WHEN EXCESSIVE GAS OR TEMPERATURE LEVELS ARE DETECTED DURING TRAINING.
- THE FIRE TRAINING SYSTEM SHALL HAVE A COMPARTMENT TEMPERATURE DETECTION SENSOR THAT MONITORS TEMPERATURES AT 5' A.F.F. IF TEMPERATURES IN THE TRAINING COMPARTMENT EXCEED 550° THE VENTILATION SYSTEM SHALL RUN. IF TEMPERATURES AT THE 5' LEVEL EXCEED 700°, THE SYSTEM SHALL SHUTDOWN AND THE VENTILATION SYSTEM SHALL RUN UNTIL TEMPERATURES ARE REDUCED.
- THE FIRE TRAINING SYSTEM SHALL HAVE A HARD-WIRED EMERGENCY SHUTDOWN CIRCUIT THROUGHOUT THE FACILITY TO PROVIDE WIDESPREAD ACCESS TO SHUTDOWN (E-STOP) PUSH BUTTONS. E-STOP PUSH BUTTONS SHALL BE LOCATED AT THE ENTRANCE(S) TO EACH TRAINING COMPARTMENT, ON THE SCENARIO CONTROL ASSEMBLIES, AND ON EACH CONTROL PENDANT. THE EFFECT OF PUSHING ANY E-STOP BUTTON SHALL CAUSE ALL BURNER CONTROL VALVES TO CLOSE, FACILITY GAS SUPPLY TO BE SECURED AND SMOKE PRODUCTION TO STOP. VENTILATION FANS WILL AUTOMATICALLY RUN AT MAXIMUM ONCE THE E-STOP PUSH BUTTON HAS BEEN ACTIVATED. THE VENTILATION SYSTEM WILL RUN CONTINUOUSLY AT MAXIMUM LEVEL UNTIL THE E-STOP HAS BEEN MANUALLY RESET AND SAFE OPERATING CONDITIONS EXIST.
- THE FIRE TRAINING SYSTEM SHALL HAVE A GAS DETECTION SYSTEM WHICH CONTINUALLY MONITORS UNBURNED GLASS "B" FUEL LEVELS IN THE TRAINING COMPARTMENTS AND ANY EQUIPMENT ROOMS WHERE GLASS "B" FUEL LINES ARE INSTALLED. A MINIMUM OF TWO (2) GAS SENSORS SHALL BE SUPPLIED PER TRAINING COMPARTMENT. IF GAS LEVELS REACH 10% LEL, THE VENTILATION SYSTEM SHALL RUN. IF GAS LEVELS REACH 25% LEL, THE VENTILATION SYSTEM SHALL RUN AT MAXIMUM SPEED AND ALL GAS VALVES SHALL CLOSE. THE VENTILATION SYSTEM SHALL CONTINUOUSLY RUN UNTIL GAS LEVELS ARE REDUCED BELOW 10% LEL.
- THE FIRE TRAINING SYSTEM FUEL CONTROL ASSEMBLY SHALL CONNECT TO THE GLASS "B" FUEL SUPPLY LINE. THE FUEL CONTROL ASSEMBLY SHALL CONSIST OF BOTH HIGH AND LOW PRESSURE SWITCHES. THE LINE PRESSURE SHALL BE MONITORED FOR ABNORMAL CONDITIONS AND SHALL SHUT DOWN THE SYSTEM IF THE LINE PRESSURE IS TOO HIGH OR TOO LOW. SHOULD A HIGH-PRESSURE CONDITION EXIST, THE VENTILATION SYSTEM SHALL START AND AN EMERGENCY SHUTDOWN SHALL OCCUR.
- A MINIMUM OF TWO (2) EXTINGUISHING AGENT SENSORS SHALL BE LOCATED IN EACH BURN ROOM WITH ONE (1) DIRECTLY WITHIN THE BURN PROP. THE OUTPUT OF THESE SENSORS SHALL BE UTILIZED BY THE INSTRUCTOR TO DETERMINE THE EFFECTIVENESS OF AGENT APPLICATION WITH REGARD TO RATE AT WHICH FIRE IS EXTINGUISHED.
- ALL COMPONENTS IN THIS SYSTEM SHALL PERFORM WITHIN THE FOLLOWING MINIMUM STANDARDS:
 - CONTROL ROOM EQUIPMENT:

TEMPERATURE: 65 TO 85° F (OPERATING)
20 TO 125° F (STORAGE)

HUMIDITY: 0 TO 45% (NON-CONDENSING)
 - OUTDOOR EQUIPMENT:

TEMPERATURE: 20 TO 100° F (OPERATING)
-20 TO 125° F (STORAGE)

HUMIDITY: 0 TO 100%
 - COMPARTMENT EQUIPMENT:

TEMPERATURE: 32° F TO MAX. (OPERATING)
-20 TO 125° F (STORAGE)

HUMIDITY: 0 TO 100%
 - MECHANICAL: ALL TRAINING COMPARTMENT EQUIPMENT SHALL WITHSTAND DIRECT HOSE PRESSURE OF 100 PSI AT 150 GPM FROM A DISTANCE OF THREE (3) FEET.
 - TOTAL TRAINING SYSTEM: MTBF (MEAN TIME BETWEEN FAILURES) > 500 HOURS (OPERATING).
 - MTTR (MEAN TIME TO REPAIR) < 30 MINUTES (WHEN REPAIRS ARE PERFORMED BY QUALIFIED SERVICE PERSONNEL).

PRIME PROFESSIONAL
FIRM LOGO

Project Title
**COMMONWEALTH OF
VIRGINIA
BURN BUILDING PROP
PROTOTYPE 2
CLASS B FUEL**

SUB-CONSULTANT'S
LOGO



**Department
of
Fire Programs**

**NOT FOR
CONSTRUCTION**

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No.	REVISIONS	Date

Sheet Title MECHANICAL PLANS & NOTES	
CITY/COUNTY	VIRGINIA
Drawn By: SJS	Approved By: MAM
Checked By: SMF	Date: 04/11/13

PROFESSIONAL
SEAL

Sheet No.

M1.0

18 of 18

Chapter 7

DESIGN-BUILD (“D/B”) PROCEDURES

In accordance with the provisions of Chapter 43.1 Construction Management and Design-Build Contracting, being § 2.2-4378 et seq. (the “D-B Code Requirements”), of the Code of Virginia (1950, as amended) (“Code”), and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, the Fluvanna County Board of Supervisors hereby adopts the following procedures for the procurement of Design-Build (“D/B”) contracts, as defined in § 2.2-4379, which shall be followed by the County of Fluvanna, Virginia (“County”).

7-1. LEGISLATIVE AUTHORITY

7-1.1. Generally: Section 2.2-4300 et seq. the Virginia Public Procurement Act and Section 2.2-4378 et seq. Construction Management and Design-Build Contracting, and specifically:

Section 2.2-4301 and 2.2-4379: Definitions of design-build contract and other key terms;
 Section 2.2-4303(D)(4): Exceptions to competitive sealed bidding;
 Section 2.2-4378 Purpose; applicability;
 Section 2.2-4382 Design-Build Procedures for local public bodies; and
 Section 2.2-4383 Reporting Requirements for all Public Bodies relating to design build contracting

Any reference in these D-B Procedures 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.

7-2. GENERAL

7-2.1. A design-build contract is a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract. The County may contract to secure D-B projects on a fixed price or not-to-exceed price basis in accordance with *Virginia Code* § 2.2-4382(A), the requirements of that section and the D-B Code Requirements, and the procedures adopted by the Virginia Secretary of Administration for utilizing design-build or construction management contracts. The County is authorized to use competitive negotiations to procure D-B contracts when it determines in advance, and sets forth in writing, that competitive sealed bidding is not practicable or fiscally advantageous to the public, which writing shall document the basis for this determination.

7-3. PROCEDURE FOR APPROVAL

7-3.1. Prior to making a determination as to the use of design-build or construction management for a specific construction project, the public body shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall advise the public body regarding the use of design-build or construction management for that project and who shall assist the public body with the preparation of the Request for Proposal and

the evaluation of such proposals.

7-3.2. Prior to taking any action, the County shall request authority, in writing and receive approval from the Board of Supervisors, to use a D-B contract. The request shall justify and substantiate that D-B is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using D-B. The request shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of D-B shall be stated in the Request for Proposals.

7-4. GENERAL PROCEDURES

7-4.1. The D-B procurement shall be consistent with the procurement of nonprofessional services through competitive negotiation and shall also require Requests for Proposals to include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications; and may define such other requirements as the County determines appropriate for that particular construction project. Design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department of General Services for state agencies.

The County shall appoint an Evaluation Committee (“Committee”) which shall consist of at least three members from the County, including a licensed design professional, if possible. In addition to the County members, the Committee shall include a licensed professional engineer or architect. The County shall contact the County Attorney’s Office (CAO) to determine whether a representative from the CAO should be involved.

7-5. SELECTION PROCEDURES

7-5.1. On projects approved for D-B, procurement of the contract shall be a two-step competitive negotiation process. The following procedures shall be used in selecting a design build contractor and awarding a contract:

7-5.1.1. Selection of Qualified Offerors (STEP I): On projects approved for D-B, the County shall conduct a prequalification process as follows to determine which offerors are qualified to receive Request for Proposals (RFPs).

a. The County shall prepare a Request for Proposals (“RFP”) containing the County's Facility Requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFP Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class “A” contractor and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project Team.

b. The RFP shall be posted in accordance with the current standards for the posting

of public bids in the Virginia Code and in accordance with the latest edition of the Construction and Professional Services Manual.

c. The Committee shall evaluate each offeror's RFP responses and any other relevant information and shall determine which offerors are fully qualified and suitable for the project.

d. The RFP evaluation shall result in a short list of two to five offerors to receive the RFP. An offeror may be denied prequalification only as specified under Virginia Code § 2.2-4317, but the short list shall also be based upon the RFP criteria.

e. At least 30 days prior to the date established for the submission of proposals, the County shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

7-5.1.2. Selection of Design Build Contractor (STEP II):

a. The County shall send an RFP to the design build offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP.

b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County's Purchasing Agent, and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.

c. The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each D-B offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the County may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.

d. Based on the adjustments made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

e. The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the technical proposals. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror after approval of the purchasing agent. Otherwise, the County shall open the cost proposals and apply the criteria for award as specified in the RFP and approved by the purchasing agent.

f. The Committee shall make its recommendation for the selection of a design build contractor to the County head based on its evaluations of the technical and cost proposals and all amendments thereto. The contract shall be awarded to the offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.

g. The County shall notify the Board of Supervisors and the County's Purchasing Agent of its selection of the Design build contractor and shall request authority to award a contract by processing the notice of award and providing supporting documents, to the purchasing division via e-mail.

h. The County will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the County may notify all offerors who submitted proposals of the County's intent to award the contract to a particular offeror at any time after the County head has selected the Design build contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.

i. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

7-6. Basis of Award

7-6.1. The basis of the award of the contract shall be in accordance with applicable law including without limitation the D-B Code Requirements and the criteria for the award shall be submitted to the Purchasing Agent, in advance, for approval. It is noted that cost is a critical component of the selection process. Guidance on methods for award can be found in the Construction and Professional Services Manual (2012 Edition, as amended) Section 7.30.1.

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Formal Adoption of Regional Natural Hazard Mitigation Plan – 2017 Update				
MOTION(s):	I move that the Fluvanna County Board of Supervisors adopt the Resolution entitled “Resolution – Fluvanna County Adoption of the Regional Natural Hazard Mitigation Plan”.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Debbie Smith, Emergency Services Coordinator				
PRESENTER(S):	Debbie Smith, Emergency Services Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	<p>TJPDC has been working on the five-year update of the Regional Hazard Mitigation Plan over the past two years.</p> <p>Cheryl Elliott, former Emergency Services Coordinator, was a very active member of the Working Group guiding the work. During the process, Ms. Elliott completed the Capacity Assessment for the County and developed the list of mitigation actions for inclusion in the plan.</p> <p>The purpose of the plan is to assist localities in preparing for natural disasters before they occur. An active plan is required in order for localities to have access to Pre-Disaster Hazard Mitigation Assistance Funds and to participate in the Post-Disaster Hazard Mitigation Grant Program.</p> <p>The plan is a requirement under the Mitigation Act of 2000 for localities to be eligible for certain funding opportunities (including the HMGP which funded the Columbia project). The final version of the 2017 Regional Natural Hazard Mitigation Plan for member localities in the Thomas Jefferson Planning District Commission has been approved by the Federal Emergency Management Agency (FEMA), pending adoption by the localities.</p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	TJPDG Cover Letter Resolution Adopting the Regional Natural Hazard Mitigation Plan Draft Fluvanna Local Hazard Mitigation Plan				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

To: Fluvanna County Board of Supervisors
From: Billie Campbell, Senior Program Manager
Date: March 29, 2018
Reference: Regional Hazard Mitigation Plan (HMP)

Purpose: Consideration of a Resolution of Adoption of the 5-year update of the Regional Hazard Mitigation Plan (HMP).

Background: TJPDC has been working with localities throughout the region to complete the five-year update of Regional Natural Hazard Mitigation Plan (HMP). The work was guided by a Working Group with representatives from the City, Counties, and the Charlottesville-Albemarle-UVA Emergency Communications Center. Fluvanna County was actively represented on the HMP Working Group by Cheryl Elliott, in her role as Emergency Services Coordinator. Prior to her departure from the County, Cheryl arranged for TJPDC Staff to meet with the Local Emergency Planning Committee and developed the list of mitigation actions for Fluvanna County for inclusion in the HMP.

Issues: FEMA has just approved the Regional Hazard Mitigation Plan pending adoption. FEMA has encouraged TJPDC to start getting on the agendas of our local jurisdictions to ensure that they adopt the plan as quickly as possible. A Summary Plan for Fluvanna County is attached for the Board's use and information.

Action Needed: All localities need to vote on a formal resolution of adoption of the Regional Hazard Mitigation Plan. A resolution for Fluvanna County is attached. The Board of Supervisors is requested to adopt the resolution at an upcoming meeting.

Effective Date: Upon submission of Resolutions of Adoption to FEMA, the Regional Hazard Mitigation will become final, and will remain in effect for five years.

Attachments: Resolution of Adoption of the Regional Hazard Mitigation Plan, Summary Plan for Fluvanna County.

Regional Natural Hazard Mitigation Plan

Summary: Fluvanna County



Prepared By the:
Thomas Jefferson Planning
District Commission

401 East Water Street
Charlottesville, VA 22902
www.tjpd.org | info@tjpd.org

2017 Update
DRAFT

 *Thomas
Jefferson*
Planning District Commission

Natural Hazard Mitigation Plan: Introduction

► Hazard Mitigation Planning

The purpose of the Regional Natural Hazard Mitigation Plan is to prepare for natural disasters before they occur, thus reducing loss of life, property damage, and disruption of commerce.

The Federal Emergency Management Agency (FEMA) requires such a plan as a condition for eligibility in certain mitigation grant programs. The plan applies to all jurisdictions in the Thomas Jefferson Planning District – Albemarle County, the City of Charlottesville, Greene County, Louisa County, Fluvanna County, Nelson County, and the Towns of Stanardsville, Louisa, Mineral & Scottsville. The original plan was adopted by all jurisdictions in 2006, and the plan was further updated in 2012.

The Following sections are included in the plan:

- 1. Introduction** – an overview of hazard mitigation generally and an outline of the plan
- 2. Planning Process** – the process through which the plan was developed, including public input
- 3. Community Profile** – general information about communities in the planning district
- 4. Hazard Identification and Analysis** – general information about potential hazards in the planning district, the historic record of hazard events, and the probability of future events
- 5. Vulnerability Assessment** – analysis of the human impact hazards could cause, with estimated potential losses for various hazard scenarios
- 6. Capabilities Assessment** – a survey of current local capacity to mitigate natural hazards
- 7. Mitigation Strategy** – goals, objectives, and action items selected to mitigate hazards identified in the region



► Planning Process

The lead agency in the preparation of this plan is the Thomas Jefferson Planning District Commission (PDC). The PDC provides resources that ensure the plan takes an efficient regional approach and is supported by a Hazard Mitigation Working Group, consisting of representatives from local planning departments, emergency managers, and local administrators to help guide updates to the plan. Once adopted the Working Group members will help monitor and implement the plan.

Regional Natural Hazard Mitigation Plan

2012 UPDATE - Approved by FEMA, July 30, 2012



Prepared by the:
Thomas Jefferson Planning District Commission

401 East Water Street • Charlottesville, VA 22902
(434) 979-7310 • info@tjgcd.org
Virginia Relay Users Dial: 711



extreme-heat/cold
Wildfire
Flooding
Tornado
High-Wind
Earthquake
Winter-weather
Lightning
Dam

► Hazard Identification and Analysis Process

The purpose of the hazard identification process is to describe all natural hazards that affect the Thomas Jefferson Planning district and provide an analysis on their location, extent, severity, and probability of occurrence. Each individual hazard was identified, including a description of the hazard in general written from a national perspective, followed by an in-depth analysis based on the particular impact the hazard has on the Thomas Jefferson Planning District.

The Hazard Assessment Tool was used to evaluate each identified hazard according to the probability of occurrence and the severity in terms of impact to human life, property, and business operations. Results of the 2016 assessment are outlined in the hazard vulnerability assessment matrix below.

► Hazard Vulnerability Assessment

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0=N/A 1=low 2=Moderate 3=High	0=N/A 1=low 2=Moderate 3=High	0=N/A 1=low 2=Moderate 3=High	0=N/A 1=low 2=Moderate 3=High	0 - 100%
Hurricane/high wind/windstorms	3	3	3	3	100%
Flooding	3	1	3	2	67%
Winter storms/ weather	3	1	1	3	56%
Wildfire	2	1	1	1	22%
Lightning	2	1	1	1	22%
Drought and extreme heat	2	1	1	1	22%
Dam failure	1	2	2	2	22%
Tornado	1	1	2	2	19%
Earthquake	1	1	2	2	19%
Landslide	1	1	1	1	11%
AVERAGE SCORE	1.19	0.81	1.06	1.13	7%

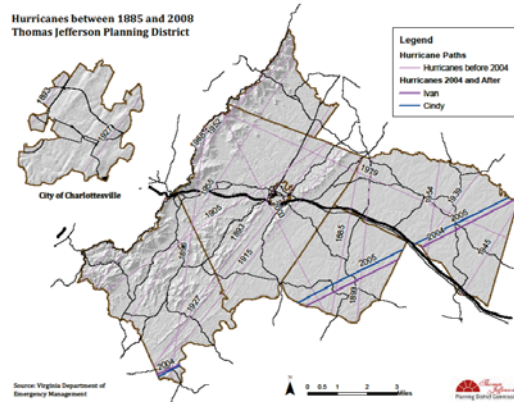
HIRA: Hurricanes, High Wind, Wind Storms & Lightning

Hurricanes, High Wind, Wind Storm

Wind associated with hurricanes, thunderstorms and other weather phenomena poses the most significant risk to area residents. Wind related weather has caused in excess of \$8.2 million in property and crop damage. These events have resulted in 85 injuries and 2 deaths since 1995. Significant past wind events include the 2012 Derecho, which caused significant regional damage and was a Federally declared disaster.

Wind events caused by thunderstorms can be especially dangerous because they develop quickly. Hurricane related winds tend to have a greater impact in the eastern part of Virginia. Few hurricanes have made a direct hit on the region. Note: Tornadoes are addressed on a separate poster.

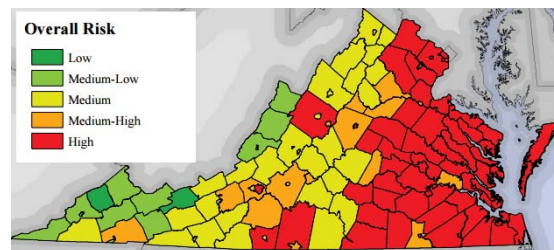
Historic Hurricane Tracks 1885-2008



Hurricane/Tropical Storms 1995-2015

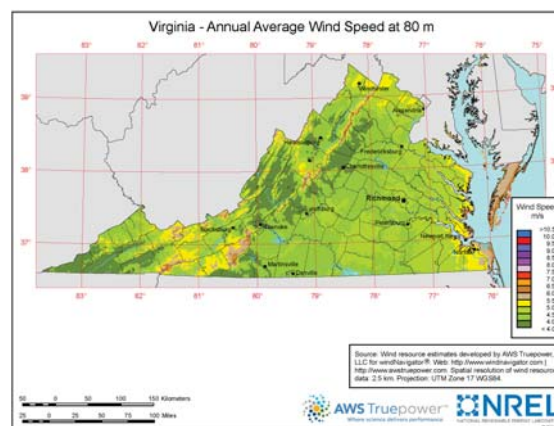
Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	2			\$5,000	
Charlottesville					
Fluvanna	1			\$36,000	
Greene	1			\$1,000	
Louisa	1				
Nelson	2			\$1,000	
Region	7	0	0	\$43,000	0

Hurricane Risk



High/Strong Wind Events 1995-2015

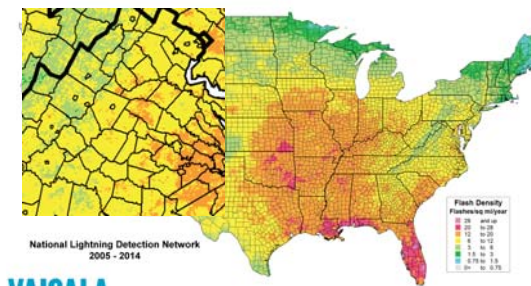
Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	26		66	\$2,163,100	\$900,000
Charlottesville					
Fluvanna	1			\$2,000	
Greene	15			\$573,100	\$250,000
Louisa	4			\$8,000	
Nelson	24			\$226,600	\$370,000
Region	70	0	66	\$2,972,800	\$1,520,000



Lightning Thunderstorms/Wind 1995-2015

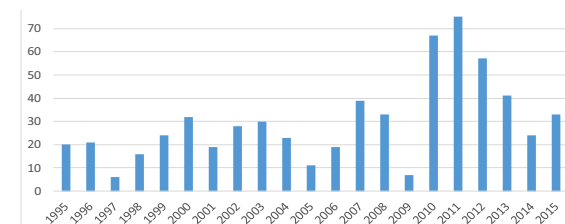
Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	233	2	15	\$1,128,800	\$24,250
Charlottesville	39		4	284,500	
Fluvanna	58			\$650,000	
Greene	47			\$170,500	\$7,000
Louisa	100			\$871,000	
Nelson	93			\$585,100	\$18,250
Region	570	2	19	\$3,689,900	\$49,500

VAISLA Lightning Flash Density/Mile 2005-2014



VAISALA

Number of Wind Events by Year 1995-2015



EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Hurricane/high wind/windstorms	3	3	3	3	100%

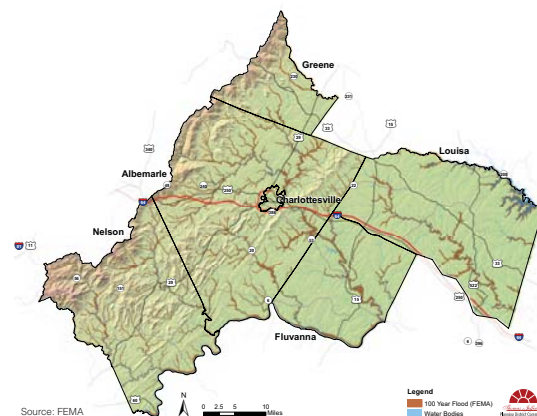
HIRA: Flooding and Dam Failure

Flooding and Dams

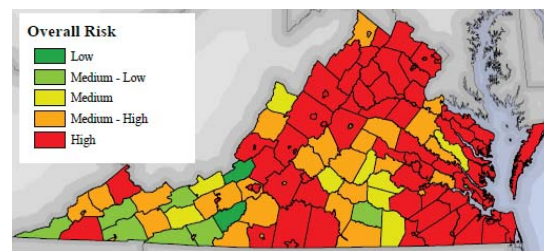
Flooding is considered one of the most significant risks to people and property statewide. Flooding is associated with heavy or extended rain events and may be locally constrained or occur far downstream from a weather event. Riverine flooding occurs along the regions larger river systems like the James or Rivanna Rivers. In the case of riverine flooding the storm event takes place upstream and causes floodwaters to travel downstream. Examples of this kind of flooding can be found in the towns of Scottsville and Columbia. All of which have suffered devastating floods.

Dam failure risk is evaluated based on a dam's hazard potential in terms of its threats to flooding people and property downstream. Dams are categorized into three risk classes low, significant and high. These categories factor in the dam size and the number of people in the floodway. It does not focus on the quality of the structure.

100 Year Floodplain (1% Chance of Flood)



Flooding Risk

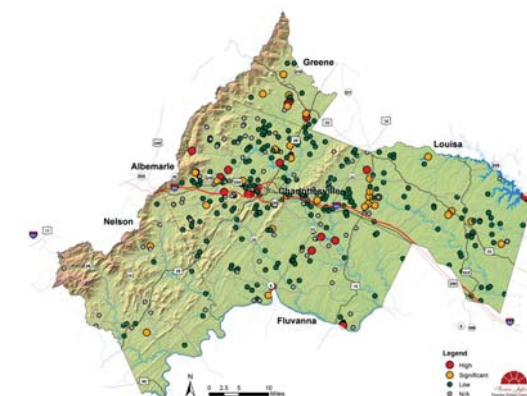


Source: VDEM, 2013 Hazard Mitigation Plan

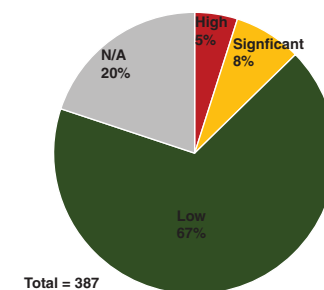
Number of Dams by Hazard Level

County	High	Significant	Low	N/A	Total
Albemarle County	10	12	166	47	235
Fluvanna County	5		19	13	37
Greene County	3	5	9	1	18
Louisa County	1	11	58	5	75
Nelson County		2	9	11	22
Total	19	30	261	77	387

Hazard Dams



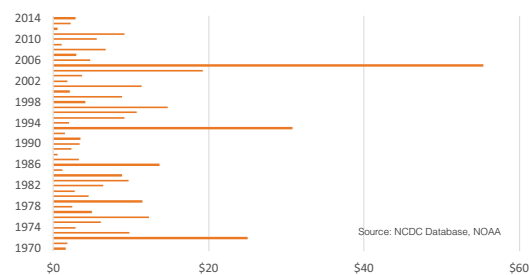
Percentage of Area Dams by Hazard Level



HIRA Assessment

EVENT	PROBABILITY Likelihood this will occur	HUMAN IMPACT Possibility of death or injury	PROPERTY IMPACT Physical losses and damages	BUSINESS IMPACT Interruption of services	RISK Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Flooding	3	1	3	2	67%
Dam failure	1	2	2	2	22%

National Annual Flood Loss



In 2014 \$ adjusted for inflation

Floods 1995-2015

Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	89	1		\$240,000	\$900,000
Charlottesville	9			\$5,000	
Fluvanna	3				
Greene	44		1	\$435,500	\$80,000
Louisa	8				
Nelson	46			\$1,135,000	\$50,000
Region	199	1	1	\$1,815,500	\$1,030,000

Hazard Mitigation Plan

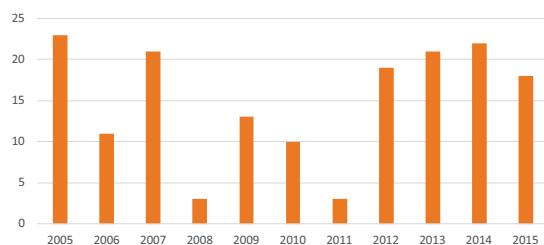
HIRA: Winter Weather

Winter Weather

Winter weather and storms are frequent occurrences in the region. Winter storms frequently cause power outages and disrupt travel in the region. Storms like nor'easter can cause significant snow accumulations, especially in areas at higher elevations. Winter storms frequently cause school closings and interruptions to transit services such as CAT and JAUNT.



Total Number of Winter Events by Year



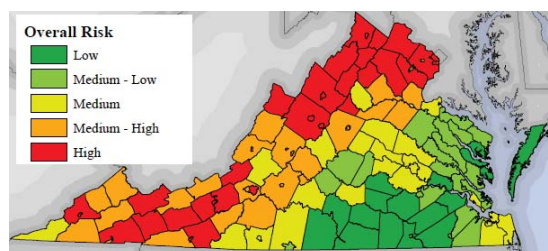
Winter Weather 1995-2015

Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	111			\$35,000	\$55,000
Charlottesville					
Fluvanna	78			\$35,000	
Greene	110			\$26,250	\$50,000
Louisa	86			\$35,000	
Nelson	90			\$40,000	\$150,000
Region	475	0	0	\$171,250	\$255,000

100 Year Floodplain (1% Chance of Flood)

Locality	Blizzard	Cold/Wind Chill	Freezing Fog	Heavy Snow	Ice Storm	Winter Storm	Winter Weather	Frost/Freeze
Albemarle	2	1	1	5	6	30	65	21
Charlottesville								
Fluvanna				1	2	41	34	1
Greene	2	2		7	6	33	60	19
Louisa				1	2	44	39	1
Nelson	2	2		5	6	29	46	18
Region	6	5	1	19	22	177	244	60

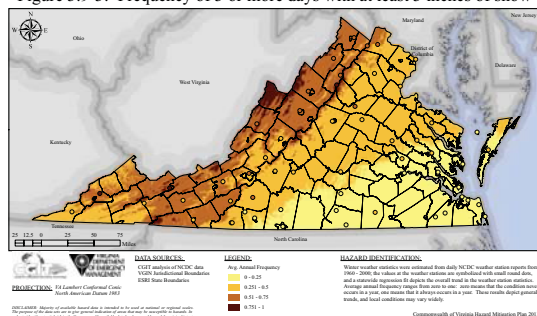
Winter Weather Risk



Source: VDEM, 2013 Hazard Mitigation Plan

Frequency of Snowfall Events

Figure 3.9-3: Frequency of 3 or more days with at least 3 inches of snow



HIRA Assessment

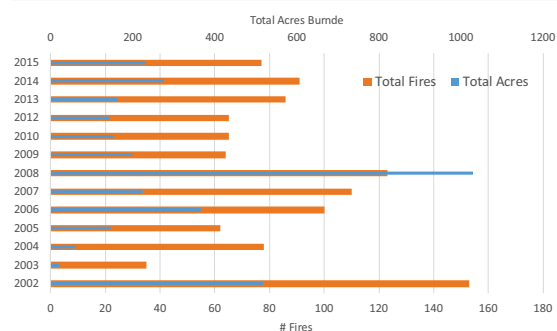
EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Winter storms/ weather	3	1	1	3	56%

HIRA: Wildfire

Wildfire

Wildfires are a relatively common occurrence in the rural portions of the PDC. Since 2002 there have been 5,840 fires that have burned a total of 1,191 acres of land. Most wildfires are small and are quickly brought under control by local firefighters and state Department of Forestry. Frequent causes of blazes are discarded cigarette butts and out-of-control brush pile burning. There have been a number of large notable fires but these have been mostly constrained to Federal Lands. For example, the Rocky Mountain Fire burned portions of Shenandoah National Park in Greene County. People and property are at increased fire risk as more people move into rural areas and extend the urban wildland fringe.

Wildfire Acreage and Number of Events

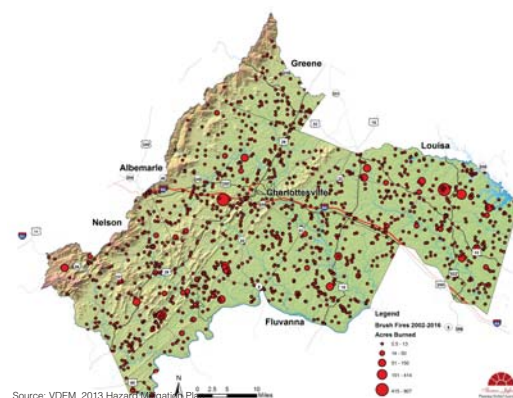


Wildfires 2002-2015

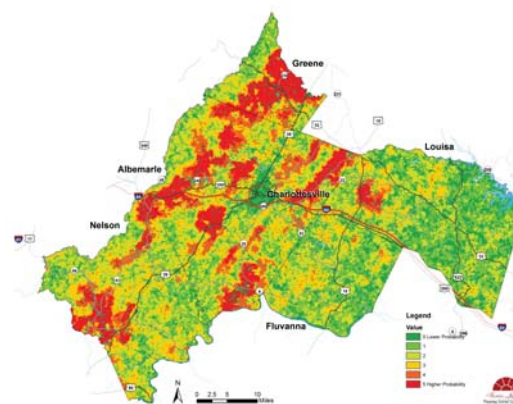
Locality	#	Acres Burned
Albemarle	1,665	387.0
Charlottesville	0	1.0
Fluvanna	436	175.0
Greene	89	74.0
Louisa	2,383	319.0
Nelson	1,267	235.0
Region	5,840.9	1,191.0



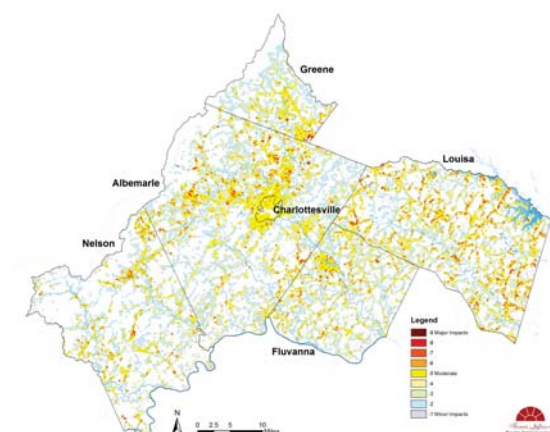
Wildfire Location and Acreage Burned



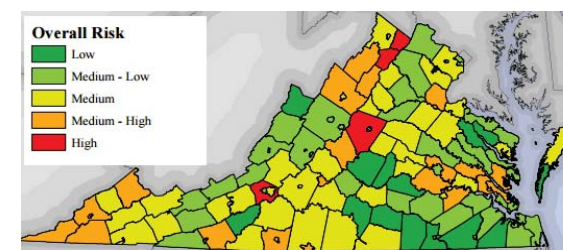
Burn Probability



Wildfire Risk Index



Relative Fire Risk



HIRA Assessment

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Wildfire	2	1	1	1	22%

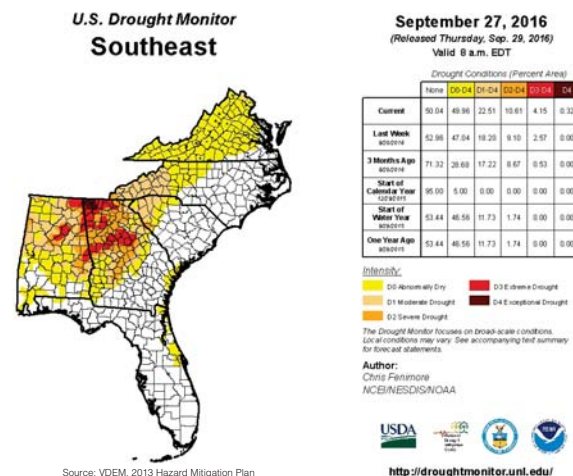
HIRA: Temperature Extremes, Drought & Landslides

Temperature Extremes and Drought

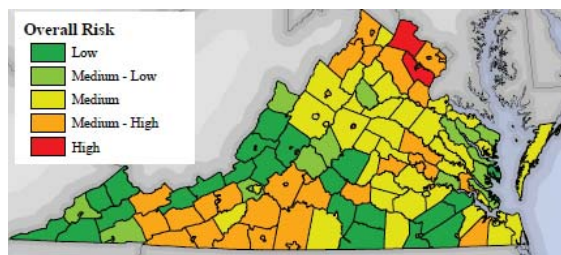
Temperature extremes are considered to be those temperatures which are 10° above or below a baseline normal temperature. Both extreme cold and heat present hazards to vulnerable populations. The regions lowest recorded temperature was -1° (February, 2015) and the highest was 105° (July 2012). Drought is a natural climatic condition caused by extended periods of limited precipitation. Factors that influence drought severity include a prolonged lack of rainfall, human demands (water withdrawals), high winds and low relative humidity (which increases evaporation). Prolonged droughts pose risks to people, agriculture and natural resources. Drought forecasts are produced by the U.S Drought Monitor.

According to the USGS the eastern slopes of the Blue Ridge are characterized as having high susceptibility and a low incidence of landslide. Deforestation and the removal of vegetation greatly increase the chance of landslides.

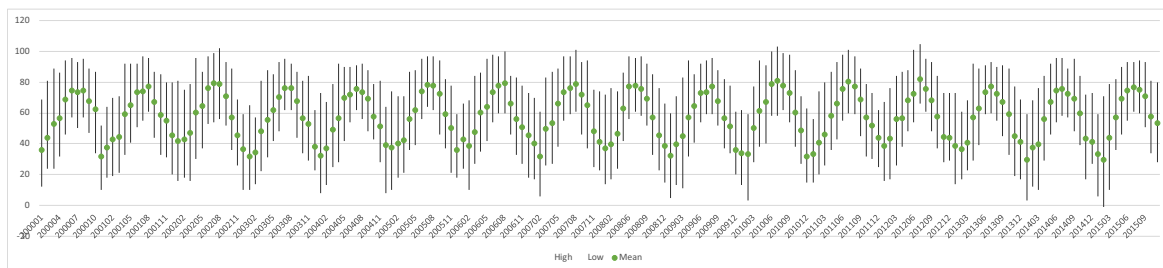
US Drought Monitor (USGS) Snapshot



Overall Drought Risk



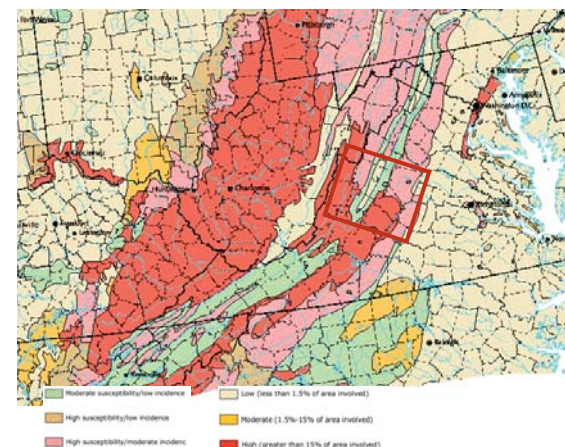
Monthly High, Low and Average Temperatures



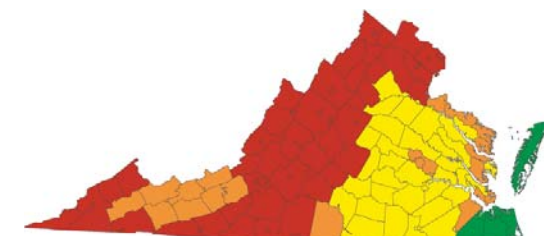
Virginia Historic Drought based on Percent Area



USGS Landslide Overview Map



Landslide potential



Red = high potential; orange = moderate potential;
yellow = moderate to low potential; green = low potential.

HIRA Assessment

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Drought and extreme heat	2	1	1	1	22%
Landslide	1	1	1	1	11%

Hazard Mitigation Plan

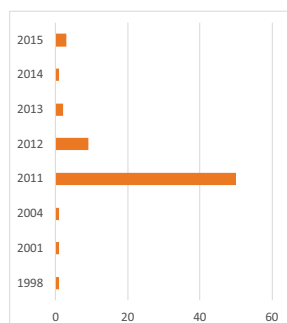
HIRA: Tornado and Earthquake

Tornado and Earthquake

The Region averages about 1 tornado a year. Most tornadoes experienced in the region are EF0 or EF1 events. However, the exception was a major tornado produced by Tropical Storm Ivy (EF2) which touched down in Fluvanna County. July is the most active month for tornadoes as it has the most number of thunderstorms. Most storms spawned by these afternoon thunderstorms tend to be weak events (EF0-EF1)

Earthquakes are a relatively rare event in the region with most quakes that do occur being a magnitude 2.5 or less. These quakes are rarely detectable to people and pose little risk to life and property. However, the region has experienced a few major quakes like the August 28, 2011 Mineral earthquake which reached 5.8 magnitude and caused damage to structures throughout the region. Most tremors since the August quake have been small aftershocks which have continued into 2016.

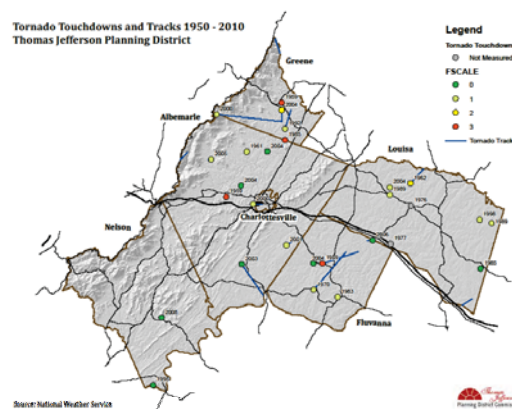
Total Number of Earthquakes



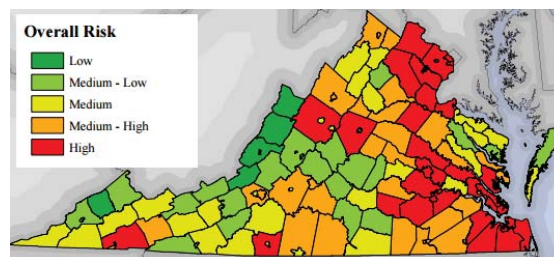
Tornadoes 1995-2015

Locality	#	Death	Injuries	Property Loss	Crop Damage
Albemarle	6			\$513,500	
Charlottesville	1		1	\$500,000	
Fluvanna	4			\$33,000	
Greene	2		3	\$3,001,000	
Louisa	5			\$206,000	
Nelson	2			\$58,000	
Region	20	0	4	\$4,311,500	

Regional Tornado Tracks



Overall Tornado Risk

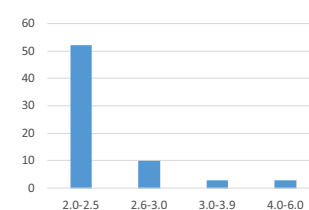


Source: VDEM, 2013 Hazard Mitigation Plan

Number of Quakes

Locality	#
Albemarle	2
Charlottesville	
Fluvanna	
Greene	
Louisa	66
Nelson	
Region	68

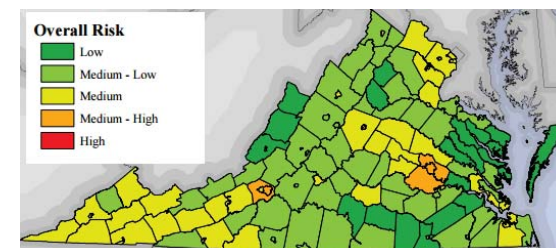
Quake Intensity



Earthquake Epicenters and Magnitudes



Overall Earthquake Risk



Source: VDEM, 2013 Hazard Mitigation Plan

HIRA Assessment

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Likelihood this will occur	Possibility of death or injury	Physical losses and damages	Interruption of services	Relative threat*
SCORE	0-3 NA-High	0-3 NA-High	0-3 NA-High	0-3 NA-High	0 - 100%
Tornado	1	1	2	2	19%
Earthquake	1	1	2	2	19%

Hazard Identification and Analysis/Vulnerability Assessment

All hazards in the region are ranked by this plan according to overall relative threat, which combines the probability of occurrence with the impact of an event. The Working Group reviewed the HIRA data and assigned values for each hazard at their meeting on October 5, 2016.

EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	<i>Likelihood this will occur</i>	<i>Possibility of death or injury</i>	<i>Physical losses and damages</i>	<i>Interruption of services</i>	<i>Relative threat*</i>
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 - 100%
Hurricane/high wind/windstorms	3	3	3	3	100%
Flooding	3	1	3	2	67%
Winter storms/weather	3	1	1	3	56%
Wildfire	2	1	1	1	22%
Lightning	2	1	1	1	22%
Drought and extreme heat	2	1	1	1	22%
Dam failure	1	2	2	2	22%
Tornado	1	1	2	2	19%
Earthquake	1	1	2	2	19%
Landslide	1	1	1	1	11%
AVERAGE SCORE	1.90	1.30	1.70	1.80	34%

*Threat increases with percentage.

RISK = PROBABILITY * SEVERITY		
0.34	0.63	0.53

Mitigation Strategy

The following goals and objectives, grouped into five broad categories, are recommended by the plan:

Education and Outreach (E)

- GOAL: Increase awareness of hazards and encourage action to mitigate the impacts
 - OBJECTIVE: Educate families and individuals on disaster mitigation and preparedness
 - OBJECTIVE: Train key agency staff and volunteer groups in disaster mitigation and preparedness
 - OBJECTIVE: Train staff at schools and residential facilities in disaster mitigation and preparedness
 - OBJECTIVE: Encourage and equip employers to develop emergency action plans
 - OBJECTIVE: Protect sensitive areas through conservation practices

Infrastructure and Buildings (I)

- GOAL: Reduce the short and long-term impact of hazard events on buildings and infrastructure
 - OBJECTIVE: Diversify the energy system to provide multiple power source and fuel supply options
 - OBJECTIVE: Diversify the communications system to provide alternative lines for use during loss of capacity
 - OBJECTIVE: Diversify the transportation system by increasing connectivity and providing modal options
 - OBJECTIVE: Elevate, retrofit and relocate existing structures and facilities in vulnerable locations
 - OBJECTIVE: Construct or upgrade drainage, retention, and diversion elements to lessen the impact of a hazard

Whole Community (C)

- GOAL: Prepare to meet the immediate needs of the population during natural hazards
 - OBJECTIVE: Train staff to effectively communicate with and transport people regardless of their language proficiency and physical needs.
 - OBJECTIVE: Ensure that the population can access emergency shelters in a timely manner and have functional needs met, in the event of a natural hazard

Mitigation Capacity (M)

- GOAL: Increase mitigation capacity through planning and project implementation
 - OBJECTIVE: Reduce property risks through planning, zoning, ordinances and regulations
 - OBJECTIVE: Incorporate mitigation planning concepts into local plans and ordinances
 - OBJECTIVE: Pursue funding to implement identified mitigation strategies

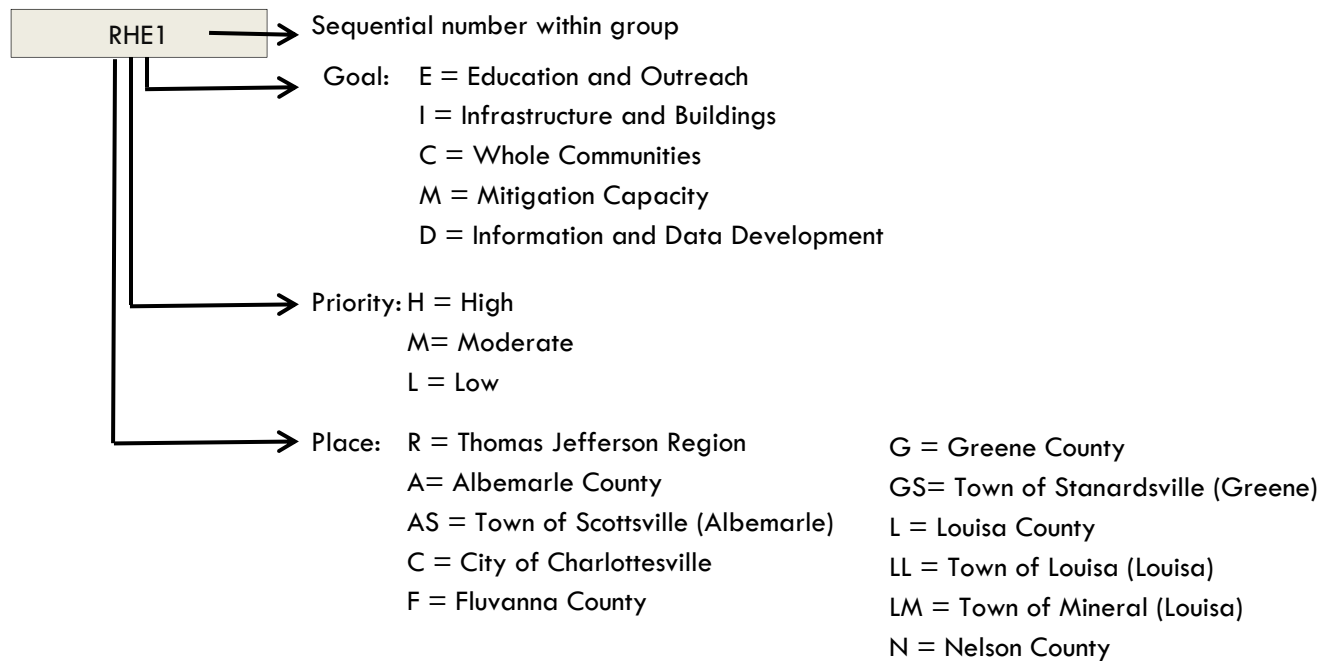
Information and Data Development (D)

- GOAL: Build capacity with information and data development to refine hazard identification and assessment, mitigation targeting and funding identification
 - OBJECTIVE: Identify data and information needs and develop methods to meet these needs
 - OBJECTIVE: Ensure that each critical facility has a disaster plan in place

Mitigation Action Items

A set of mitigation action items are designated for each locality to substantively further the objectives of the plan. The detailed list of action items includes the supporting goal, hazard to be mitigation, party responsible for implementation, timeframe of implementation, estimated cost, and potential funding sources. Furthermore, all action items are prioritized and listed in order from high, moderate, to low priority.

Activity Code Key



2017 Action Items for Regional Hazard Mitigation Plan

Activity Code	Activity Description
Fluvanna County	
FHE1	Ensure all houses and businesses have clear address signs that are visible during snowstorms and other emergencies
FHE2	Carry out an educational campaign for businesses to develop emergency procedures and shelter-in-place plans
FHI1	Install warning signs and develop alternate routes for roads that flood briefly during heavy rains (e.g. Slaters Fork Road, Carysbrook, farm pond dam locations)
FHI2	Install new fire hydrants along new JRWA water line on east side of County
FHC1	Implement community notification protocols before, during, and after a disaster event
FHC2	Conduct regular disaster response drills in schools, and with staff at Assisted Living Facilities and Nursing Homes
FHC3	Continue and expand the use of citizen alert systems
FHM1	Develop a comprehensive fire safety communication strategy, addressing open space, burn permit, FireWise, and dry hydrants
FHM2	Adopt fire code
FHM3	Develop protocols and enforcement mechanisms for a burn ban
FHM4	Incorporate this Regional Hazard Mitigation Plan into local comprehensive plans and Emergency Operations Plans
FHD1	Develop a disaster plan for the Fork Union Sanitary District (FUSD)
FME1	Carry out a targeted educational campaign in subdivisions at high risk for fire impacts
FME2	Conduct tabletop exercises for damage assessments
FME3	Bring in experts to conduct in-house staff training in best management practices in hazard mitigation and preparedness
FME4	Offer training on post-event inspection and develop a protocol to serve as a mechanism for prioritization
FME5	Increase the number of trained emergency responders, both staff and volunteers
FME6	Conduct FireWise workshops
FME7	Provide educational information about burn laws permit process
FMI1	Identify vulnerable structures and apply for funding to implement acquisition and demolition, relocation, floodproofing, or structural retrofit projects
FMI2	Demolish and Remove remains of old surface water treatment plant located on TM 58 A 26 & 27(County-owned property)
FMI3	Remove +/-20,000 gallon water storage tank from James River.
FMC1	Continue campaigns like “Five-Dog Nights” in the county to distribute emergency kits/supplies to low-income and vulnerable populations
FMC2	Develop protocols and applications to communicate with individuals and households about emergency planning and shelter information (utilize Meals on Wheels lists and/or welfare check lists)
FMM1	Identify areas to receive debris from post-event clean-up efforts
FMM2	Develop evacuation plans for dam breaches from Charlottesville-area dams
FMD1	Expand GIS data for us in mitigation planning, preparedness planning, and response activities
FLE1	Promote CERT training opportunities available in the region to equip individuals and groups to assist in the event of a disaster

Activity Code	Activity Description
---------------	----------------------

FLE2	Cross-train current volunteers across other County functional areas
FLI1	Identify repetitive loss properties, develop appropriate mitigation action, and apply for funding
FLC1	Develop County agreements (possibly with women's prison) for food services for county-supported shelters (including high school and Lake Monticello clubhouse)
FLM1	Develop Continuity of Operations Plans (COOP) for locality departments and update the plans annually
FLM2	Develop county-wide evacuation plans for catastrophic incidents

FHE1 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Education and Outreach
Action Item Description:	Ensure all houses and businesses have clear address signs that are visible during snowstorms and other emergencies
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	\$250,000
Funding Method:	Grants and/or CIP
Implementation Schedule:	1-3 years
Priority:	High

FHE2 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Education and Outreach
Action Item Description:	Carry out an educational campaign for businesses to develop emergency procedures and shelter-in-place plans
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FHI1 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Infrastructure and Buildings
Action Item Description:	Install warning signs and develop alternate routes for roads that flood briefly during heavy rains (e.g. Slaters Fork Road, Carysbrook, farm pond dam locations)
Hazard (s):	Multiple
Lead Party Responsible:	Public Works
Estimated Cost:	\$5,000
Funding Method:	Grants
Implementation Schedule:	1-3 years
Priority:	High

FHI2 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Infrastructure and Buildings
Action Item Description:	Install new fire hydrants along new JRWA water line on east side of County
Hazard (s):	Multiple
Lead Party Responsible:	Public Works
Estimated Cost:	\$200,000
Funding Method:	Grants, Fund balance
Implementation Schedule:	1-3 years
Priority:	High

FHC1 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Whole Community
Action Item Description:	Implement community notification protocols before, during, and after a disaster event
Hazard (s):	Multiple
Lead Party Responsible:	Public Safety
Estimated Cost:	
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	High

FHC2 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Whole Community
Action Item Description:	Conduct regular disaster response drills in schools, and with staff at Assisted Living Facilities and Nursing Homes
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator, Schools
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FHC3 MITIGATION ACTION: FLUVANNA COUNTY

Goal:	Whole Community
Action Item Description:	Continue and expand the use of citizen alert systems
Hazard (s):	Multiple
Lead Party Responsible:	Public Safety
Estimated Cost:	\$10,000
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	High

FHM1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Develop a comprehensive fire safety communication strategy, addressing open space, burn permit, FireWise, and dry hydrants
Hazard (s):	Multiple
Lead Party Responsible:	Fire & Rescue Association, Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	High

FHM2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Adopt fire code
Hazard (s):	Multiple
Lead Party Responsible:	Fire & Rescue Association, Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FHM3 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Develop protocols and enforcement mechanisms for a burn ban
Hazard (s):	Multiple
Lead Party Responsible:	Fire & Rescue Association, Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FHM4 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Incorporate this Regional Hazard Mitigation Plan into local comprehensive plans and Emergency Operations Plans
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator, Planning Department
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FHD1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Information and Data Development
Action Item Description:	Develop a disaster plan for the Fork Union Sanitary District (FUSD)
Hazard (s):	Multiple
Lead Party Responsible:	FUSD, Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	High

FME1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Carry out a targeted educational campaign in subdivisions at high risk for fire impacts
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator and Fire-Rescue Association
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Moderate

FME2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Conduct tabletop exercises for damage assessments
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator; Public Works; Building Inspections
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Moderate

FME3 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Bring in experts to conduct in-house staff training in best management practices in hazard mitigation and preparedness
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator, Public Works, Building Inspections
Estimated Cost:	\$5,000
Funding Method:	grants
Implementation Schedule:	1-3 years
Priority:	Moderate

FME4 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Offer training on post-event inspection and develop a protocol to serve as a mechanism for prioritization
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator; Public Works; Building Inspections
Estimated Cost:	
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FME5 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Increase the number of trained emergency responders, both staff and volunteers
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	\$3,000
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FME6 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Conduct FireWise workshops
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator and Fire-Rescue Association
Estimated Cost:	Staff time and supplies
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FME7 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Provide educational information about burn laws permit process
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator and Fire-Rescue Association
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Moderate

FMI1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Infrastructure and Buildings
Action Item Description:	Identify vulnerable structures and apply for funding to implement acquisition and demolition, relocation, floodproofing, or structural retrofit projects
Hazard (s):	Multiple
Lead Party Responsible:	Building Inspections, Emergency Services Coordinator
Estimated Cost:	
Funding Method:	
Implementation Schedule:	3-5 years
Priority:	Moderate

FMI2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Infrastructure and Buildings
Action Item Description:	Demolish and remove remains of old surface water-treatment plant located on TM 58 A 26 & 27(County-owned property)
Hazard (s):	Multiple, but primarily: 1) Property is in flood plain – materials, including a +/- 20,000 gallon water storage tank, could be washed downstream by flood waters. 2) Attractive nuisance.
Lead Party Responsible:	Public Works, FUSD, Building Inspections, Emergency Services Coordinator
Estimated Cost:	\$25,000 (SWAG)
Funding Method:	Unknown
Implementation Schedule:	1-3 years
Priority:	Moderate

FMI3 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Infrastructure and Buildings
Action Item Description:	Remove +/-20,000 gallon water storage tank from James River.
Hazard (s):	Multiple, but primarily flooding: 1) Future floods could dislodge it from its current resting place and wash it further down stream. 2) Attractive nuisance.
Lead Party Responsible:	Public Works, FUSD, Building Inspections, Emergency Services Coordinator
Estimated Cost:	\$50,000 (SWAG)
Funding Method:	Unknown
Implementation Schedule:	1-3 years
Priority:	Moderate

FMC1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Whole Community
Action Item Description:	Continue campaigns like “Five-Dog Nights” in the county to distribute emergency kits/supplies to low-income and vulnerable populations
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	\$3,000
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FMC2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Whole Community
Action Item Description:	Develop County agreements (possibly with women’s prison) for food services for county-supported shelters (including high school and Lake Monticello clubhouse)
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Low

FMM1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Identify areas to receive debris from post-event clean-up efforts
Hazard (s):	Multiple
Lead Party Responsible:	Public Works
Estimated Cost:	
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FMM2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Develop evacuation plans for dam breaches from Charlottesville-area dams
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Moderate

FMD1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Information and Data Development
Action Item Description:	Expand GIS data for use in mitigation planning, preparedness planning, and response activities
Hazard (s):	Multiple
Lead Party Responsible:	Planning Administrator
Estimated Cost:	
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Moderate

FLE1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Promote CERT training opportunities available in the region to equip individuals and groups to assist in the event of a disaster
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	\$1,000
Funding Method:	Grants and/or General Fund
Implementation Schedule:	1-3 years
Priority:	Low

FLE2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Education and Outreach
Action Item Description:	Cross-train current volunteers across other County functional areas
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time and supplies
Funding Method:	
Implementation Schedule:	Ongoing
Priority:	Low

FLI1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Infrastructure and Buildings
Action Item Description:	Identify repetitive loss properties, develop appropriate mitigation action, and apply for funding
Hazard (s):	Multiple
Lead Party Responsible:	Building Inspections, Emergency Services Coordinator
Estimated Cost:	
Funding Method:	
Implementation Schedule:	1-3 years
Priority:	Low

FLC1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Whole Community
Action Item Description:	Develop County agreements (possibly with women's prison) for food services for county-supported shelters (including high school and Lake Monticello clubhouse)
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Low

FLM1 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Develop Continuity of Operations Plans (COOP) for locality departments and update the plans annually
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	3-5 years
Priority:	Low

FLM2 MITIGATION ACTION: FLUVANNA COUNTY	
Goal:	Mitigation Capacity
Action Item Description:	Develop county-wide evacuation plans for catastrophic incidents
Hazard (s):	Multiple
Lead Party Responsible:	Emergency Services Coordinator
Estimated Cost:	Staff time
Funding Method:	n/a
Implementation Schedule:	1-3 years
Priority:	Low



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. 07-2018

RESOLUTION ADOPTING THE REGIONAL NATURAL HAZARD MITIGATION PLAN

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop, adopt and update natural hazard mitigation plans in order to receive certain federal assistance; and,

WHEREAS, the Thomas Jefferson Planning District's Regional Natural Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44C.F.R. 201.6; and,

WHEREAS, The County of Fluvanna has been involved in the preparation of the Regional Natural Hazard Mitigation Plan, with Cheryl Elliott representing the County on the Working Group and holding a work session with TJPDC staff and the County's Local Emergency Planning Committee to identify mitigation actions for inclusion in the plan, and,

WHEREAS, the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) have deemed the submitted plan satisfactory with no changes recommended; and,

WHEREAS, hazard mitigation is essential to protect life and property by reducing the potential for future damages and economic losses resulting from natural disasters;

NOW THEREFORE BE IT RESOLVED, the Fluvanna County Board of Supervisors does hereby adopt the Regional Natural Hazard Mitigation Plan.

ADOPTED by the Fluvanna County Board of Supervisors on this 2nd day of May, 2018.

	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						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Farm Heritage Museum Amendment #2				
MOTION(s):	I move the Board of Supervisors approve the Amendment #2 between Fluvanna County and Fuog/InterBuild, Inc. for the purpose of increasing the scope of work to include covering the interior walls increasing the total contract by \$7,000, and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		C9
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda X	Other
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> The Contractor for this project has proposed to cover the interior walls (not ceiling) of the barn with textured T-111 plywood. The contractor "wants to go above and beyond your expectations for this project...We believe this project could be the "Model" of many new Farm Heritage Museum Barns in other counties." The contractor offered to pay for the materials if we pay for their labor cost. The labor cost is \$7,667, but the contractor has agreed to do it for \$7,000. Having the interior walls covered will improve the museum's appearance and make custodial work easier (no exposed nooks and crannies between walk studs for dust and dirt to collect). The \$7,000 cost will currently be covered by the Contingency funds that have already been budgeted. However, the Historical Society has agreed to add this to the funds it plans on repaying to the county with future donations. 				
FISCAL IMPACT:	Project Design and Construction Site Plan Custom Building Plans (paid by Historic Society) Construction Costs (per IFB low bid) Addendum 2 Construction Contingency Remaining TOTAL COSTS/BUDGET		Original Costs \$15,000 \$2,425 \$307,114 \$15,356 \$339,895	New Costs \$15,000 \$2,425 \$307,114 \$7,000 \$8,356 \$339,895	
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> AMENDMENT No. 2 FOR FARM HERITAGE MUSEUM BARN CONSTRUCTION 				
REVIEWS COMPLETED:	Legal X	Finance	Purchasing X	HR	Other

This Amendment No. 2 for Farm Heritage Museum Barn Construction (the “**Amendment**”), is made this ____ day of _____, 2018 between the County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), and InterBuild, Inc., a Virginia corporation (“**Contractor**”) and amends that Contract for Farm Heritage Museum Barn Construction, previously amended (the contract as modified by prior Amendment No. 1 is referred to herein as the “Contract”) between the County and Contractor dated December 14, 2017. When used in this Amendment, any terms defined in the Contract have such defined meaning.

WHEREAS, the parties wish to modify and amend the requirements of the Agreement as laid out herein and further wish to formalize their agreement by this Amendment to the Agreement hereby; and **THEREFORE**, for good and valuable consideration, the parties hereby agree as follows:

THE AGREEMENT: All capitalized terms used herein shall have the same meaning as defined terms of the Agreement except as modified hereby or if the context requires otherwise.

MODIFICATIONS: The contractor agrees to provide all materials, labor, work, and services necessary to cover the interior walls (Not Ceiling) of the barn with textured T-111 plywood (the “Additional Services”). The Additional Services are part of the Work on the Project must be furnished by Contractor in a good and workmanlike manner and so as to pass without exception in the trade with new highest quality materials. Consistent with the IFB, the Work on the Project includes a 5-year warranty from the Completion Date as defined in Article IV of the Contract on all labor and materials performed to complete the project; and the Contractor agrees to assign to the County any manufacturer’s warranties relating to the Additional Services.

COSTS OF THE MODIFICATIONS: The total cost of the Additional Services is SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00), to be invoiced on or after the Completion Date and paid in accordance with the Contract.

Witness the following duly authorized signatures and seals:

Contractor: InterBuild, Inc.,
A Virginia corporation

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

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form: _____
Fluvanna County Attorney

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Political Road Index Project				
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):	Joyce Pace, Registrar				
PRESENTER(S):	Joyce Pace, Registrar				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>The Department of Elections has been working to identify street segments with potential Congressional District discrepancies.</p> <p>By using maps and data from the Division of Legislative Services (DLS) & the VA Geographic Information Network (VGIN) ELECT has done an overlay of the 2010 census block data to registered voter data. In this process they have identified 17 addresses to be reviewed and corrected in Fluvanna, two of which have been resolved.</p>				
FISCAL IMPACT:	Task 1 - \$800 (within existing budget authority); Task 2 - \$3,200 requested from FY18 BOS Contingency.				
POLICY IMPACT:	Once the affected addresses are confirmed as belonging to another locality the voter's registration will be transferred to the other locality for voting purposes only.				
LEGISLATIVE HISTORY:	Historically, voters have been assigned to the precinct/locality where their dwelling is taxed. This decision was based on the definition of Residence in Virginia Code 24.2-101. In addition to Virginia Code 24.2-302.2(c) which references Congressional District alignment after a Census.				
ENCLOSURES:	<ul style="list-style-type: none"> An Agreement for the Provision of Limited Professional Services (Hurt & Proffitt) Franklin County, Virginia – Political Road Index Fluvanna County Address Investigation 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				Elec. Brd

An Agreement for the Provision of Limited Professional Services

Client: Fluvanna County, VA
Ms. Joyce Pace – Registrar
211 Main Street
Palmyra, VA 22963

Date: April 23, 2018

Project Name/Location: Fluvanna Co Political Road Index Book

Scope/Intent and Extent of Services:

1. Hurt and Proffitt, Inc. (H&P) will provide Fluvanna Co with a pilot sample Political Road Index Book. This task will comprise of an initial pilot sample for critically selected road segment that need to be completed on or before May 14th, 2018. These road segments are listed in the following Attachment. Task 1 must be given a sufficient lead time of 2 weeks in order to meet the designated deadline. The road index book will be delivered in a pdf version. It will categorize the low/high address ranges with corresponding House, Senate and Congressional Districts.
2. H&P will provide Fluvanna Co with a full Political Road Index Book for the entire County. It will follow the same delivery and format as Task 1. This task, if requested, will be completed within 6 weeks of receiving confirmation to proceed.

The above is a confirmation of work ordered to be performed. If any of the information shown hereon is not in accordance with your understanding, please advise us immediately. We will not be responsible for any errors or misunderstanding which may arise from lack of proper notification. H&P has no duty to provide any services not specifically set forth in this agreement. H&P is not responsible for any errors or data incompleteness already contained in the provided dataset.

Fee Arrangement: Task 1 - \$800.00

Task 2 - \$3,200.00

Initials: BEP

GIS Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into the agreement, or proposal (the "Agreement") between Hurt & Proffitt, Inc. ("H&P") and its client ("Client") for the performance of engineering, surveying, planning, or other professional services ("H&P Services"). These Standard Terms and Conditions shall supersede any term or provision elsewhere in the Agreement in conflict herewith.

- (1) **Fee:** H&P shall perform the services outlined in the Agreement for the stated fee arrangement. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. No extra work or change in the work contemplated by this agreement shall be required of H&P without a written request from Client, approved in writing by H&P, which document shall expressly state the costs of such alteration or extra work.
- (2) **Limitation of Liability:** Liability of H&P under this agreement, if any, shall be limited to the specific portion of the project with which H&P is directly involved.
- (3) **WebGIS\Software Disclaimer:** Client understands that H&P will be displaying data provided by the Client and other 3rd party entities. The Client waives H&P from all liabilities regarding the use of WebGIS or the data it contains. H&P implies that the data contained on WebGIS is believed to be accurate but accuracy is not guaranteed. H&P displays this Disclaimer, in some form, on the WebGIS software for all users to view. H&P is not responsible for the availability of any 3rd party data and services or their restrictions.
- (4) **Standard of Care:** The standard of care required of H&P shall be that of other like professionals in good standing in the local area of the project at the time services are rendered. Technical Support is available during normal hours of business.
- (5) **Billings/Payments:** Invoices for H&P services shall be submitted at H&P's option, either at the completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, H&P may, without waiving any claim or right against the Client, and without liability whatsoever on H&P to the Client, terminate the performance of the service.
- (6) **Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 2.0% on the then unpaid balance (24% true annual rate), at the sole selection of H&P. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.

- (7) **Termination of Services:** This agreement may be terminated by Client or H&P should the other fail to perform its obligations hereunder. H&P may withdraw for any reason including, but not limited to, the nonpayment of fees and expenses. H&P may also withdraw if it is determined that to continue representation would be economically unfeasible because of the discovery of facts or if the Client does not provide sufficient cooperation to allow H&P to complete the agreed upon work. Any withdrawal by H&P will be in writing. In the event of termination, the Client shall pay H&P for all services rendered to the date of termination.
- (9) **Instruments of Service:** Any data developed, modified, prepared, completed or acquired by H&P to complete the performance of the services specified under this agreement, including all finished or unfinished data, maps, photographs and reports, shall become the property of the Client. This excludes any 3rd party data, data services or web services not maintained by H&P. Any programming code or developed software to complete the services specified under this agreement shall remain the property of H&P as instruments of service.
- (8) **Modification of Agreement:** The parties hereto may modify the terms of this agreement, provided, however, such modification shall not be effective unless in writing and signed by both parties.
- (9) **Entire Agreement:** This agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants and representations, oral or written of the parties with the regard to the subject matter hereof are contained in this agreement. All prior and contemporaneous conversations, negotiation, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.
- (10) **Governing Law:** This agreement shall be construed and governed by the laws of the State of Virginia.

If this is acceptable, please sign where indicated and return the original copy, so we may schedule this work. It is agreed that the above Standard Terms and Conditions are part of this agreement.

I hereby agree that I am fully responsible for payment for work described on this contract.

Signature of Responsible Party

Printed Name of Responsible Party



Hurt & Proffitt Project Manager (Signature)

Bryan E. Powell

Hurt & Proffitt Project Manager (Please Print)

Date

Pending
Project #

Attachment 1

Task 1 - Pilot Project Road Index Map Segments - pertaining to these address list.

OBJECTID *	ROADNAME	FULLADDR	CID	SIN	SAN	APARTMENT	PRD	STN	STS
2279	BYBEE RD	1001 BYBEE RD	0	0	1001			BYBEE	RD
11222	BYBEE RD	1147 BYBEE RD	0	0	1147			BYBEE	RD
9090	COMMUNITY HOUSE RD	6392 COMMUNITY HOUSE RD	0	0	6392			COMMUNITY HOUS	RD
9091	COMMUNITY HOUSE RD	6405 COMMUNITY HOUSE RD	0	0	6405			COMMUNITY HOUS	RD
9092	COMMUNITY HOUSE RD	6406 COMMUNITY HOUSE RD	0	0	6406			COMMUNITY HOUS	RD
837	EDD RIDGE LN	274 EDD RIDGE LN	0	0	274			EDD RIDGE	LN
530	EDGEComb RD	226 EDGEComb RD	0	0	226			EDGEComb	RD
11566	GRACE JOHNSON	19 GRACE JOHNSON	<Null>	<Null>	19	<Null>	<Null>	GRACE JOHNSON	<Null>
2526	KENTS STORE WAY	3944 KENTS STORE WAY	0	0	3944			KENTS STORE	WAY
10640	LEIGH ST	65 LEIGH ST	0	0	65			LEIGH	ST
11695	RICHMOND RD	5848 RICHMOND RD	<Null>	<Null>	5848	<Null>	<Null>	RICHMOND	RD
6335	THREE CHOPT RD	20 THREE CHOPT RD	0	0	20			THREE CHOPT	RD
11760	THREE CHOPT RD	697 THREE CHOPT RD	<Null>	<Null>	697	<Null>	<Null>	THREE CHOPT	RD
6329	THREE CHOPT RD	6051 THREE CHOPT RD	0	0	6051			THREE CHOPT	RD
11223	TIMBER RD	6521 TIMBER RD	0	0	6521			TIMBER	RD
313	WOODSLODGE LN	204 WOODSLODGE LN	0	0	204			WOODSLODGE	LN
312	WOODSLODGE LN	234 WOODSLODGE LN	0	0	234			WOODSLODGE	LN
311	WOODSLODGE LN	256 WOODSLODGE LN	0	0	256			WOODSLODGE	LN
310	WOODSLODGE LN	294 WOODSLODGE LN	0	0	294			WOODSLODGE	LN
836	WOODSLODGE LN	301 WOODSLODGE LN	0	0	301			WOODSLODGE	LN
309	WOODSLODGE LN	332 WOODSLODGE LN	0	0	332			WOODSLODGE	LN
834	WOODSLODGE LN	337 WOODSLODGE LN	0	0	337			WOODSLODGE	LN
835	WOODSLODGE LN	365 WOODSLODGE LN	0	0	365			WOODSLODGE	LN
542	ZION RD	164 ZION RD	0	0	164			ZION	RD
540	ZION RD	198 ZION RD	0	0	198			ZION	RD
541	ZION RD	218 ZION RD	0	0	218			ZION	RD
537	ZION RD	249 ZION RD	0	0	249			ZION	RD
539	ZION RD	256 ZION RD	0	0	256			ZION	RD
536	ZION RD	283 ZION RD	0	0	283			ZION	RD
533	ZION RD	325 ZION RD	0	0	325			ZION	RD
534	ZION RD	357 ZION RD	0	0	357			ZION	RD
535	ZION RD	387 ZION RD	0	0	387			ZION	RD
561	ZION RD	497 ZION RD	0	0	497			ZION	RD

(33 out of 11730 Selected)

FLUVANNA COUNTY	4154 Shannon Hill Rd	Columbia	VA	230382220	1	5
FLUVANNA COUNTY	19 Grace Johnson Ln	Kents Store	VA	230842257	2	5
FLUVANNA COUNTY	20 Three Chopt Rd	Kents Store	VA	230842275	2	5
FLUVANNA COUNTY	204 Woodsldodge Ln	Keswick	VA	229472175	1	5
FLUVANNA COUNTY	234 Woodsldodge Ln	Keswick	VA	229472175	3	5
FLUVANNA COUNTY	256 Woodsldodge Ln # H	Keswick	VA	229472175	1	5
FLUVANNA COUNTY	294 Woodsldodge Ln	Keswick	VA	229472175	2	5
FLUVANNA COUNTY	301 Woodsldodge Ln Apt M	Keswick	VA	229472178	1	5
FLUVANNA COUNTY	332 Woodsldodge Ln	Keswick	VA	229472177	1	5
FLUVANNA COUNTY	337 Woodsldodge Ln # N	Keswick	VA	229472178	1	5
FLUVANNA COUNTY	365 Woodsldodge Ln	Keswick	VA	229472178	1	5
FLUVANNA COUNTY	1817 Bybee Rd	Louisa	VA	230932852	2	5
FLUVANNA COUNTY	218 Zion Rd	Zion Crossroads	VA	229426914	2	5
FLUVANNA COUNTY	256 Zion Rd	Zion Crossroads	VA	229426914	2	5
FLUVANNA COUNTY	283 Zion Rd	Zion Crossroads	VA	229426914	1	5
FLUVANNA COUNTY	325 Zion RD	Zion Crossroads	VA	229426913	3	5
FLUVANNA COUNTY	387 Zion Rd	Zion Crossroads	VA	229426913	1	5

Franklin County, Virginia – Political Road Index

September 23, 2015

Date	St Name	St Type	RteNum	Low	High	OEB	Town	Precinct	Senate	House	Town Center
6/26/2015	ABBEY	WAY	PRIVATE	0	601	B	COPPER HILL	Callaway	19	9	
6/26/2015	ABRAHAM	LN	DRIVE	0	65	B	WIRTZ	Boones Mill	19	9	
6/26/2015	ACORN	RD	1025	0	161	B	ROCKY MOUNT	Waidsboro	19	9	
6/26/2015	ACRES	LN	PRIVATE	0	175	B	WIRTZ	Scruggs	19	9	
6/26/2015	ADAM PERRY	RD	708	0	945	B	ROCKY MOUNT	Gogginsville	19	9	
6/26/2015	ADKINS	RD	600	0	799	B	PENHOOK	Dickinson	20	9	
6/26/2015	ADKINS MOUNTAIN	LN	PRIVATE	0	349	B	FERRUM	Endicott	19	9	
6/26/2015	ADMIRALS	WAY	1675	0	301	B	GLADE HILL	Glade Hill	19	9	
6/26/2015	ADNEY GAP	RD	643	0	1999	B	CALLAWAY	Bowmans	19	9	
6/26/2015	AIRPORT	RD	630	0	3493	B	PENHOOK	Snow Creek	20	9	
6/26/2015	AIRPORT	RD	630	3494	3691	B	PENHOOK	Dickinson	20	9	
6/26/2015	ALEAN	RD	687	0	849	B	ROCKY MOUNT	Rocky Mount East	19	22	
6/26/2015	ALEAN	RD	687	850	2400	E	WIRTZ	Burnt Chimney	19	22	
6/26/2015	ALEAN	RD	687	851	1699	O	WIRTZ	Rocky Mount East	19	22	
6/26/2015	ALEAN	RD	687	1701	2401	O	WIRTZ	Bonbrook	19	22	
6/26/2015	ALEAN	RD	687	2402	2775	B	WIRTZ	Bonbrook	19	22	
6/26/2015	ALEAN	RD	687	2776	3819	B	BOONES MILL	Bonbrook	19	22	
6/26/2015	ALEAN	RD	687	3820	5925	B	BOONES MILL	Bonbrook	19	22	
6/26/2015	ALEX	LN	PRIVATE	0	249	B	GLADE HILL	Glade Hill	19	9	
6/26/2015	ALGOMA	RD	740	0	1621	B	CALLAWAY	Callaway	19	9	
6/26/2015	ALGOMA	RD	740	1622	3799	B	BOONES MILL	Callaway	19	9	
6/26/2015	ALLAN KINGERY	LN	DRIVE	0	693	B	WIRTZ	Dudley	19	9	
6/26/2015	ALLISON	DR	PRIVATE	0	289	B	WIRTZ	Dudley	19	9	
6/26/2015	ALLMAN	RD	TOWN	0	49	B	ROCKY MOUNT	Rocky Mount East	20	9	2110A
6/26/2015	ALPINE	DR	1102	0	349	B	UNION HALL	Penhook	19	9	
6/26/2015	ALTICE	LN	DRIVE	0	831	B	HARDY	Burnt Chimney	19	22	

Franklin County, Virginia – Political Road Index

September 23, 2015

Date	St Name	St Type	RteNum	Low	High	OEB	Town	Precinct	Senate	House	Town Center
6/26/2015	ALTICE MILL	RD	TOWN	0	179	B	ROCKY MOUNT	Rocky Mount East	19	9	
6/26/2015	ALTICE MILL	RD	921	180	2097	B	ROCKY MOUNT	Rocky Mount East	19	9	
6/26/2015	ALUMINE	RD	765	0	211	B	HENRY	Henry	19	9	
6/26/2015	AMBER	LN	DRIVE	0	199	B	CALLAWAY	Callaway	19	9	
6/26/2015	AMOS	LN	PRIVATE	0	499	B	MONETA	Scruggs	19	9	
6/26/2015	AMOS RIDGE	LN	DRIVE	0	699	B	ROCKY MOUNT	Dickinson	20	9	
6/26/2015	AMT TECH	DR	PRIVATE	0	233	B	ROCKY MOUNT	Boones Mill	19	9	
6/26/2015	ANCHOR	DR	1345	0	599	B	MONETA	Scruggs	19	9	
6/26/2015	ANDERSON	ST	TOWN	0	431	B	ROCKY MOUNT	Rocky Mount West	20	9	2110B
6/26/2015	ANGEL RIDGE	LN	DRIVE	0	349	B	BOONES MILL	Callaway	19	9	
6/26/2015	ANGELL	LN	1610	0	209	B	BOONES MILL	Boones Mill	19	9	0230
6/26/2015	ANGELL	LN	1610	210	349	B	BOONES MILL	Boones Mill	19	9	
6/26/2015	ANGLE	ST	TOWN	0	149	B	ROCKY MOUNT	Rocky Mount West	20	9	2110B
6/26/2015	ANGLE PLANTATION	RD	699	0	9	B	ROCKY MOUNT	Rocky Mount East	19	22	
6/26/2015	ANGLE PLANTATION	RD	699	10	1779	B	ROCKY MOUNT	Rocky Mount East	19	22	
6/26/2015	ANGLE PLANTATION	RD	699	1780	2139	B	ROCKY MOUNT	Rocky Mount East	19	22	
6/26/2015	ANGUS	LN	DRIVE	0	65	B	ROCKY MOUNT	Hodgesville	19	9	
6/26/2015	ANN SINK	ST	TOWN	0	165	B	ROCKY MOUNT	Rocky Mount East	20	9	
6/26/2015	ANNIE MAE	LN	DRIVE	0	549	B	GLADE HILL	Glade Hill	19	9	
6/26/2015	ANTHONY FORD	RD	982	0	130	E		Out of County	15	16	
6/26/2015	ANTHONY FORD	RD	982	1	131	O	PENHOOK	Out of County	15	16	
6/26/2015	ANTHONY FORD	RD	982	132	319	B	PENHOOK	Penhook	19	9	
6/26/2015	ANTIOCH	RD	734	0	799	B	ROCKY MOUNT	Gogginsville	19	9	
6/26/2015	ANTIOCH	RD	734	800	1515	B	BOONES MILL	Gogginsville	19	9	
6/26/2015	ANTLER RIDGE	RD	1328	0	355	B	MONETA	Scruggs	19	9	
6/26/2015	APACHE	TRL	PRIVATE	0	39	B	ROCKY MOUNT	Waidsboro	19	9	

Locality Name	Full Address	City	State	Zip	Voter Count	Current CD	New CD
FLUVANNA COUNTY	4154 Shannon Hill Rd	Columbia	VA	230382220	1	5	
FLUVANNA COUNTY	19 Grace Johnson Ln	Kents Store	VA	230842257	2	5	
FLUVANNA COUNTY	20 Three Chopt Rd	Kents Store	VA	230842275	2	5	
FLUVANNA COUNTY	204 Woodslodge Ln	Keswick	VA	229472175	1	5	
FLUVANNA COUNTY	234 Woodslodge Ln	Keswick	VA	229472175	3	5	
FLUVANNA COUNTY	256 Woodslodge Ln # H	Keswick	VA	229472175	1	5	
FLUVANNA COUNTY	294 Woodslodge Ln	Keswick	VA	229472175	2	5	
FLUVANNA COUNTY	301 Woodslodge Ln Apt M	Keswick	VA	229472178	1	5	
FLUVANNA COUNTY	332 Woodslodge Ln	Keswick	VA	229472177	1	5	
FLUVANNA COUNTY	337 Woodslodge Ln # N	Keswick	VA	229472178	1	5	
FLUVANNA COUNTY	365 Woodslodge Ln	Keswick	VA	229472178	1	5	
FLUVANNA COUNTY	1817 Bybee Rd	Louisa	VA	230932852	2	5	
FLUVANNA COUNTY	218 Zion Rd	Zion Crossroads	VA	229426914	2	5	
FLUVANNA COUNTY	256 Zion Rd	Zion Crossroads	VA	229426914	2	5	
FLUVANNA COUNTY	283 Zion Rd	Zion Crossroads	VA	229426914	1	5	
FLUVANNA COUNTY	325 Zion RD	Zion Crossroads	VA	229426913	3	5	
FLUVANNA COUNTY	387 Zion Rd	Zion Crossroads	VA	229426913	1	5	

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Construction Waste Containment				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	A7	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	James Newman - Planner				
PRESENTER(S):	James Newman - Planner				
RECOMMENDATION:	N/A				
TIMING:	Immediate				
DISCUSSION:	Potential changes to County Code requiring containers for debris, and the provision of toilet facilities on construction sites				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

Meeting Date:	April 18, 2018				
AGENDA TITLE:	Social Services Focus Group Report				
MOTION(s):	N/A				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kim Mabe, Social Services Director				
PRESENTER(S):	Kim Mabe, Social Services Director				
RECOMMENDATION:					
TIMING:					
DISCUSSION:	Social Services contracted with Strumpf Associates to conduct a focus group study with staff in 2017. Strumpf Associates assisted management in developing and carrying out an action plan to address issues brought up in the focus groups. In addition, Strumpf Associates facilitated a one-day staff retreat in January 2018.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Rural Long Range Transportation Plan				
MOTION(s):	NA				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Jason Stewart, Planning & Zoning Administrator				
PRESENTER(S):	Kristian Zimmerman, TJPDC				
RECOMMENDATION:	NA				
TIMING:	NA				
DISCUSSION:	The TJPDC plans to present the Rural Long Range Transportation Plan proposed to be adopted by the PDC in June. The presentation will include an overview of the plan, county facts, and a project map and list.				
FISCAL IMPACT:	NA				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	FY19 Budget and Health Insurance Update				
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):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	Direction in advance of May 16, 2018, BOS Meeting (if action required)				
TIMING:	Current				
DISCUSSION:	To provide updates on FY19 Budget, health insurance costs, and BOS options.				
FISCAL IMPACT:	TBD				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	FY19 Budget approved on April 11, 2018				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	MAY 2, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors April 4, 2018 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Budget Adoption Meeting on Wednesday, April 11, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for April 11, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
April 4, 2018
Regular Meeting 4:00pm
Public Hearings 7:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair (*arrived at 4:03pm*)
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District (*arrived at 4:09pm*)
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: None.

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

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 4:02pm Vice Chair Booker, called to order the Regular Meeting of April 4, 2018.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

Following the Call to Order, Vice Chair Booker remembered the 4th of April as the 50th Anniversary of the assassination of Dr. Martin Luther King, Jr.

3 - ADOPTION OF AGENDA

MOTION

Mr. Weaver moved to accept the Agenda, for the April 4, 2018 Regular Meeting of the Board of Supervisors. Mrs. Eager seconded and the Agenda was adopted by a vote of 3-0. AYES: Booker, Eager, and Weaver. NAYS: None. ABSENT: Sheridan, O'Brien.

7 – ACTION ITEM

Proclaiming April 2018 Parkinson's Awareness Month—Steven M. Nichols, County Administrator
(*Chair Sheridan arrived during the motion.*)

MOTION

Mrs. Eager moved to approve the Proclamation designating April 2018 as Parkinson's Awareness Month in Fluvanna County. On a second by Mrs. Booker, the motion passed 4-0. AYE: Sheridan, Booker, Eager, & Weaver. NAY: None. ABSENT: O'Brien.

SPECIAL PRESENTATIONS

Proclaiming April 2018 Parkinson's Awareness Month—Steven M. Nichols, County Administrator presented the proclamation *Proclaiming April 2018 Parkinson's Awareness Month* to Marcia Aulebach-Lagomarsino, of the Mlee Parkinson's Group Central Virginia, Michael J. Fox Foundation. Ms. Aulebach-Lagomarsino thanked the Board for the honor, and noted that Fluvanna County is the first County in 2018 to recognize Parkinson's Awareness Month.

Victim Perseverance Award – Jeff Haislip, Commonwealth's Attorney, and Sheri Stader, Victim/Witness Advocate. In commemoration of Victims' Rights Week, the *Lisa Black Victim Perseverance Award* is being presented to a Fluvanna resident who lost three members of her family in a reckless driving fatality and who has shown great strength, patience and resilience during her recovery and the criminal justice process. The Award was presented to Nadia Manifold Anderson, for her grace and perseverance after the loss of three family members in a traffic accident in the County.

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- FCPR Seniors and the F.I.S.H. Program Easter - Friends In Schools Helping Program (Pre K/4 year olds) from Central Elementary visited the Community Center on March 28 to interact with seniors in the county.
- Parks and Recreation Easter Egg Hunt - There were over 200 children ages Newborn to 12 years old hunting over 6500 eggs in 4 separate hunt zones. Special thanks to FUMA Interact Club for assisting with the event!
- Business Spotlight – Oakland School, a small co-ed boarding and day school that enables bright children ages 6-13 to reach their academic and personal potential through small class size and individualized academic programs.

- Economic Development Authority (EDA) Candidates Needed – vacancies June 1, 2018 and July 1, 2018
- Announcements and Updates
 - New roof completed at the Kents Store ARC Building
 - Work at Carysbrook Softball Field progressing
 - Burn Building/Logging Update – progressing
 - New Handicapped Ramp at Treasurer/Commissioner Building
 - Farm Museum construction moving along
- Everbridge Notification System Overview and Registration
- County Administrator out of office April 6-9 - Deputy Eric Dahl will be acting

Upcoming Meetings:

Day	Date	Time	Purpose	Location
Wed	Apr 11	7:00 PM	BOS FY19 Budget and CY18 Tax Rate Adoption	Courtroom
Wed	Apr 18	7:00 PM	BOS Regular Meeting	Courtroom
Wed	May 2	4:00 PM	BOS Regular Meeting	Courtroom
Wed	May 16	7:00 PM	BOS Regular Meeting	Courtroom

5 - PUBLIC COMMENTS #1

At 4:28pm 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 4:28pm.

6 - PUBLIC HEARING

At 7:00pm.

7 - ACTION MATTERS

Child Abuse Prevention Month and Child Protective Services—Kirby Baughn, Family Services Supervisor, in recognition of Child Abuse Prevention Awareness Month, provided a year-in-review presentation of Fluvanna Child Protective Services.

MOTION

Mr. O’Brien moved the Fluvanna County Board of Supervisors proclaiming the month of April 2018 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY None. ABSENT: None.

8 – PRESENTATIONS

SMART SCALE Round 3 Applications—Brad Robinson, Senior Planner and Mr. Alan Saunders, VDOT, briefed the Board about the 2018 SMART SCALE Round 3 Application process. Virginia’s SMART SCALE (HB2) allows localities to choose the right transportation projects for funding, ensuring the best use of limited tax dollars. Transportation projects are scored based on an objective, outcome-based process that is transparent to the public and allows decision-makers to be held accountable to taxpayers.

Following discussion, the Board ranked the following projects:

1. Turkeysag Trl (1015) and Route 53 intersection
2. Bybees Church Road (613) and Route 15 intersection (safety improvement)
3. Troy Rd (631) and Route 15 intersection (safety improvements)
4. Troy Rd (631) and Route 250 intersection (widening for economic development)

10 - UNFINISHED BUSINESS

FY19 Budget Discussion—Eric Dahl, Deputy County Administrator and Finance Director

FY19 Staff Pay Plan—Jessica Rice, Human Resources Manager discussed a proposed FY19 Staff Pay Plan.

- Staff Pay Raise History

Year	Effective Date	Employee Pay Raises	
FY19	Jan 1, 2019	Pending 2.0%	
FY18	Jan 1, 2018	2.00%	
FY17	Dec 1, 2016	2.00%	Up to 10%
FY16	Sep 1, 2015	1.50%	
FY15	Jul 1, 2014	1.50%	Up to 13%
FY14	Jul 1, 2013	2.00%	Up to 20%
FY13	Jul 1, 2012	None	
FY13	Apr 1, 2012	Low Salary Increases	\$500/\$250 Bonuses

- Original Proposed FY19 COLA Increase
 - Increase: 1.5% Half Year
 - Effective: January 1, 2019

- Cost: \$57,000
- Criteria: Onboard as of June 30, 2018. Staff who receive a promotion or other pay increase in FY19 (Jul-Dec) are ineligible.
- Updated CURRENT FY19 COLA Increase
 - Increase: 2% Full Year
 - Effective: July 1, 2018
 - Cost: \$152,991
 - Criteria: Onboard as of June 30, 2018. Staff who receive a promotion or other pay increase in FY19 (Jul-Dec) are ineligible.
- Pay Raise/COLA Application Considerations
 - New Hire Considerations: Market, Internal Equity
 - Promotion/Pay Increase Considerations: Pay Band Adjustment, Additional Knowledge/Skills, Additional Duties, Performance
 - COLA Application Considerations: Consistency, Compression, Internal Equity, Financial Implications
 - Step Pay Plan Options and Costs: Will be discussed in September

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for April 4, 2018:

CRM Fund Request – Central Elementary Repairs—Mary Anna Twisdale, Management Analyst
Supplemental Appropriation FCPS Repairs/Insurance Recovery—Mary Anna Twisdale, Management Analyst

Fluvanna County Entry and Testing Agreement—Eric Dahl, DCA & Finance Director

MOTION

Mrs. Booker moved to approved the consent agenda, for the March 7, 2018 Board of Supervisors meeting. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 6:17pm 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 6:18pm.

13 - CLOSED MEETING AND DINNER

MOTION TO ENTER INTO A CLOSED MEETING

At 6:18pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.4, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Privacy of Individuals, & Litigation. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 7:07pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

RECONVENE FROM CLOSED MEETING AND DINNER RECESS

PUBLIC HEARINGS

Calendar Year 2018 Tax Rates, Fiscal Year 2019 Budget, & FY19-23 Capital Improvements Plan (CIP) —Mary Anna Twisdale, Management Analyst presented the budget figures for the 2018 Tax Rates, FY19 Budget, and FY19-23 CIP, based on the advertised tax rate of \$0.945/\$100.

Fiscal Year	Capital Fund	Tax Category	FY18 Adopted	FY19 Proposed
2019	\$2,110,930	Real Property	\$0.907	\$0.945
2020	\$10,732,970	Mobile Homes	\$0.907	\$0.945
2021	\$7,782,480	Personal Property (Residential)	4.35	4.35
2022	\$5,021,730	Personal Property (Business)	2.90	2.90
2023	\$13,629,480			
TOTAL:	\$39,277,590	Machinery & Tools	1.90	1.90

	Adopted Budget FY18	Proposed Budget FY19	Increase/ (Decrease)	% Change
GOVERNMENTAL				
REVENUES	\$ 72,446,050	\$ 73,266,039	\$ 819,989	1.1%
EXPENDITURES	\$ 71,871,487	\$ 72,378,821	\$ 507,334	0.7%
CAPITAL FUND				
REVENUES	\$ 1,197,100	\$ 1,960,930	\$ 763,830	63.8%
EXPENDITURES	\$ 1,447,100	\$ 2,110,930	\$ 663,830	45.9%
ENTERPRISE FUND				
REVENUES	\$ 1,981,765	\$ 1,999,910	\$ 18,145	0.9%
EXPENDITURES	\$ 2,306,328	\$ 2,737,128	\$ 430,800	18.7%
TOTAL REVENUES	\$ 75,624,915	\$ 77,226,879	\$ 1,601,964	2.1%
TOTAL EXPENDITURES	\$ 75,624,915	\$ 77,226,879	\$ 1,601,964	2.1%

At 7:09pm Chair Sheridan opened the Public Hearing.

- Perrie Johnson, Fork Union District, speaking as a citizen and not as a School Board member, thanked the Board for their discernment and deliberation during the budget process. Ms. Johnson also asked that the Board strongly considering full funding for the schools.

There being no one else wishing to speak, Chair Sheridan closed the Public Hearing at 7:11pm.

10 - UNFINISHED BUSINESS

FY19 Staff Pay Plan—Jessica Rice, Human Resources Manager.

MOTION

Mrs. Booker moved the Board of Supervisors approve County Staff Pay Plan Policy Option C which will be the basis for budgeting the county pay raise plans. Mr. O’Brien gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O’Brien, & Weaver. NAY: None. ABSENT: None.

- OPTION C - Must be onboard six months before the start of the raise, and off probation period.

Following the motion, the Board returned to the discussion of Staff Health Insurance, focusing on rising insurance premiums, County contribution policy, and the impact on the FY19 and future budgets.

Benefit Options and Updates:

- Staying with our current Cigna Plan
 - 3 plans offered, plus separate dental and vision options
 - 4 tiers offered
 - Premiums expected to remain flat - Final rate determination not until 1st week of April
- FY19 Plan Update
 - Large increase now expected
 - Up to \$435,000 in increased costs
- Pierce still negotiating with Cigna - Final numbers expected mid-April
- What to do for FY19? - County Pays? Employees pay? Split cost?
- What to do longer term?
 - Continue status quo and decide each year who will pay any cost increases
 - Set fixed percentage County contribution vs. dollar value
 - County and Employee each share in insurance cost increases and decreases
 - Pay 100% of any HDHP Plan, Pay X% of any other Plan, Health Insurance stipend
 - Other?

14 - ADJOURN

MOTION:

At 8:13pm Mr. O’Brien moved to adjourn the regular meeting of Wednesday, April 4, 2018. Mrs. Eager seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

DRAFT



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

PROCLAMATION 01-2018

PROCLAMATION SUPPORTING THE DESIGNATION OF APRIL AS PARKINSON'S AWARENESS MONTH

WHEREAS Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect nearly 1 million people in the United States, and that number is expected to more than double by 2040; and

WHEREAS Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

WHEREAS there are millions of Americans who are caregivers, family members and friends greatly impacted by Parkinson's disease; and

WHEREAS it is estimated that the annual economic burden of Parkinson's disease is over \$26.4 billion per year, and indirect costs to patients and family members total \$6.3 billion; and

WHEREAS research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause in most individuals is still unknown; and

WHEREAS there currently is no objective test, or biomarker, to diagnose Parkinson's disease; and

WHEREAS there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and

WHEREAS the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; gait and balance difficulty; speech and swallowing disturbances; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS volunteers, researchers, caregivers and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and

WHEREAS increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today; and

NOW, THEREFORE, the Fluvanna County Board of Supervisors does hereby **PROCLAIM** April as **Parkinson's Awareness Month** in the County of Fluvanna.

Adopted 4th Day of April 2018.

John M. Sheridan, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

PROCLAMATION 04-2018

Proclaiming April as Child Abuse Prevention Month

Whereas, preventing child abuse and neglect is a solution that requires involvement among people throughout the community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

Therefore, the Fluvanna County Board of Supervisors does **hereby Proclaim April as Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this 4th day of April 2018 by the Fluvanna County Board of Supervisors

ATTEST:

John M. Sheridan, Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	MAY 2, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors April 11, 2018 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, April 11, 2018, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for April 11, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
April 18, 2018
Budget Adoption Meeting 7:00pm

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

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

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:02pm, Chair Sheridan called to order the Regular Meeting of April 11, 2018.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION
Mrs. Booker moved to accept the Agenda, for the April 11, 2018 Meeting of the Board of Supervisors.
Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: None.

4 - COUNTY ADMINISTRATOR’S REPORT

None.

5 - PUBLIC COMMENTS #1

At 7:03pm, Chair Sheridan opened the first round of Public Comments.
With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:03pm.

6 - PUBLIC HEARING

None.

BUDGET REVIEW AND DISCUSSION

Budget Update Brief – Mary Anna Twisdale, Management Analyst & Mr. Nichols provided current Budget figures. Discussion followed.

Ops Cuts Brief – Mary Anna Twisdale, Management Analyst provided current budget cut figures. Discussion followed.

Pay Plan Brief – Jessica Rice, HR Manager
Discussion

- County Staff Pay Raise Inclusion Policy
- Pay Raise History

Year	Effective Date	Employee Pay Raises	
FY19	Jan 1, 2019	Pending 2.0%	
FY18	Jan 1, 2018	2.00%	
FY17	Dec 1, 2016	2.00%	Up to 10%
FY16	Sep 1, 2015	1.50%	
FY15	Jul 1, 2014	1.50%	Up to 13%
FY14	Jul 1, 2013	2.00%	Up to 20%
FY13	Jul 1, 2012	None	
FY13	Apr 1, 2012	Low Salary Increases	\$500/\$250 Bonuses

Health Insurance Brief – Jessica Rice, HR Manager
Discussion

- Current Cigna Plan
 - 3 plans offered, plus separate dental and vision options

- Premiums were expected to remain flat, final rate determination 1st week of April
- Updated determination of premium - Large increase now expected
 - Up to \$435,000 in increased costs
- Pierce still negotiating with Cigna
- Final numbers expected mid-April

13 - CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 7:56pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1 & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel and Legal Matters. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 8:50pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting." Mr. Weaver seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

7 – ACTION MATTERS

County Staff Pay Plan Policy Revision – Jessica Rice, HR Manager requested a change to the recently adopted Pay Plan Policy. Mrs. Rice noted that current staff members promoted to a new position are generally subject to a probationary period for the new position. Those employees should be included in the pay plan since they have already successfully completed their initial new County employee probation period and have been onboard for 6 months or more. This requested change clarifies the probationary restriction to include the initial probation period only.

With little discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve a revised County Staff Pay Plan Policy as stated below:

- Must be onboard six months before the start of the raise,
- And have completed their new County employee probation period.

On a second from Mrs. Eager, the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

FY 2019 Budget, 2018 Tax Rates Adoption, & 2019-2023 Capital Improvement Plan – Eric Dahl, DCA / Finance Director

With little further discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors adopt the resolution entitled "A Resolution to Adopt the FY19 Operations Budget, Set the Tax Rates and Appropriate Funds". Mrs. Eager seconded and the motion passed 4-1. AYE: Sheridan, Booker, Eager, O'Brien. NAY: Weaver. ABSENT: None.

MOTION

Mr. O'Brien moved the Board of Supervisors adopt the resolution entitled "Adoption of the FY2019-2023 Capital Improvements Plan". Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

8 – PRESENTATIONS

None.

9 - CONSENT AGENDA

None.

10 - UNFINISHED BUSINESS

None.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 8:58pm Chair Sheridan opened the second round of Public Comments.

- Tom Payne, Palmyra District, thanked the Board and Staff for the hard work put in on the budget. Mr. Payne also praised County Staff and
- Jack Byers, Cunningham District, spoke against the tax rate adopted earlier in the evening and advocated for more industry to take the burden off of real estate tax.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 9:02pm.

Mr. Nichols, speaking on behalf of Staff, thanked the Board for their participation and consideration during the Budget process.

14 - ADJOURN

MOTION:

At 9:04pm Mr. Weaver moved to adjourn the meeting of Wednesday, April 11, 2018. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O’Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

**BOARD OF SUPERVISORS**

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 06-2017

**A RESOLUTION TO ADOPT THE FY19 OPERATIONS BUDGET,
SET THE TAX RATES AND APPROPRIATE FUNDS**

WHEREAS, it is the responsibility of the Fluvanna County Board of Supervisors to approve and control the County's fiscal plan for FY19; and,

WHEREAS, the Board of Supervisors has received numerous staff reports; received comments from residents at a duly advertised public hearing on April 4th, 2018; and has reviewed each request for funding;

NOW, THEREFORE, BE IT RESOLVED by the Fluvanna County Board of Supervisors this 11th day of April 2018, that the Fluvanna County budget totaling \$77,591,544 is adopted and the tax rates for FY19 or July 1st 2018– June 30th 2019 set as given below:

2018 COUNTY TAX RATES

Real Estate	\$0.939 per \$100 of assessed value
Mobile Homes	\$0.939 per \$100 of assessed value
Public Service Corps.	\$0.939 per \$100 of assessed value
Personal Property (Residential)	\$4.35 per \$100 of assessed value
Personal Property (Business)	\$2.90 per \$100 of assessed value
Personal Property (Public Utilities)	\$2.90 per \$100 of assessed value
Machinery & Tools	\$1.90 per \$100 of assessed value

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby budget and appropriate to the COUNTY OPERATING BUDGET the following revenues and expenditures; this appropriation is also conditioned on the understanding that, with regard to the operating budget for the School system, revenues received from the Commonwealth will be expended prior to local dollars:

GOVERNMENTAL REVENUES

Local	\$42,569,712
State	28,681,797
Federal	<u>2,379,195</u>
TOTAL	\$73,630,704

GOVERNMENTAL EXPENDITURES

General Government Administration	\$ 2,852,880
Judicial Administration	1,152,992
Public Safety	8,019,005
Public Works	2,269,384
Health and Welfare	5,809,546
Education	40,532,933
Parks and Recreation	914,549
Community Development	1,331,778
Non-Departmental	741,826
Debt Service	<u>9,118,593</u>
TOTAL	\$72,743,486

BE IT FURTHER RESOLVED that for budgeting and accounting purposes, the adopted budget revenues and expenditures for the Capital Improvements fund are set as follows:

Capital Fund Revenues*

Local Use of General Fund Balance	<u>\$1,960,930</u>
TOTAL	\$1,960,930

Capital Fund Expenditures

Public Works	\$225,000
Public Safety	1,502,930
Schools	<u>383,000</u>
TOTAL	\$2,110,930

*Capital fund revenues are supplemented by transfers from the General Fund.

FINALLY BE IT RESOLVED that for budgeting and accounting purposes the adopted budget revenues and expenditures for the Enterprise funds are set as follows:

	Expenditures	Revenues
School Food Service	\$1,597,046	\$1,597,046
Fork Union Sanitary District	372,864	372,864
Palmyra Sewer*	186,888	30,000
ZXR*	<u>580,330</u>	<u>0</u>
TOTAL	\$2,737,128	\$1,999,910

*Utility fund & ZXR revenues are supplemented by transfers from the General Fund.

Adopted this 11th day of April 2018 by the Fluvanna County Board of Supervisors

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

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 05-2018

A RESOLUTION TO ADOPT THE FY 2019 – FY 2023 Capital Improvements Plan

At a meeting of the Fluvanna County Board of Supervisors held in the Fluvanna County Courts Building at 7:00 PM on Wednesday, April 11, 2018, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, it is the responsibility of the Fluvanna County Board of Supervisors to approve the County’s Capital Improvements Plan; and,

WHEREAS, the Capital Improvements Plan recommends the initiation and completion of numerous capital projects based upon staff recommendations and citizen input; and,

WHEREAS, the Board of Supervisors held a public hearing on the proposed Capital Improvements Plan on April 4th, 2018; and,

WHEREAS, the Board of Supervisors has approved the FY2019 Capital Improvements Budget as part of the overall Fluvanna County Budget;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the FY 2019-2023 Capital Improvements Plan hereby be approved.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 11th day of April, 2018;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					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					

Attest:

John M. Sheridan, Chair

Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Staff Project Bonus				
MOTION(s):	I move the Board of Supervisors approve a project implementation bonus in the amount of \$500.00 plus benefit costs for Kelly Belanger Harris, Executive Assistant/Clerk to the Board, with such funds to come from the FY18 Personnel Contingency.				
TIED TO STRATEGIC INITIATIVES?	Yes X	No	If yes, list initiative(s):		E5
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> Ms. Harris collaborated with our website company, MunicodeWeb, to create a new Board, Commission, and Committee web-based application to manage all BCC applications, appointments, term limits, etc. The new and precise functionality makes it easier to manage the program and provides expanded tools for timeliness and accuracy. She also achieved a County cost savings of more than \$4,000 annually from the old, low functionality software service. In addition, she was instrumental in creation of our web-based Citizen's Data Dashboard. She developed the screen formats, layout, and functionality to make it simple and intuitive for the public to use, and for staff to maintain. 				
FISCAL IMPACT:	\$500 plus benefit costs from FY18 Personnel Contingency.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Temporary Staff Compensation for Additional Duties - Pieno				
MOTION(s):	I move to approve temporary additional duties pay for Alyson Pieno, Recreation Program Specialist, at the rate of \$100 per pay period, retroactive to April 15, 2018, until the Athletics and Special Events Coordinator position is filled, with such funds to come from the FY18 Parks and Recreation Department personnel budget vacancy savings.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective April 15, 2018				
DISCUSSION:	Ms. Pieno has agreed to take on additional duties during the vacancy of the Athletics and Special Events Coordinator position. The open position has been vacant since April 13, 2018, is lateral (same pay grade and level of responsibility) to her current position, and currently Parks and Recreation is preparing for summer athletic camps. The temporary additional duties pay will discontinue upon filling the Athletics and Special Events Coordinator position vacancy.				
FISCAL IMPACT:	\$100 per pay period will come from the FY 18 Parks and Recreation personnel budget vacancy savings.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Temporary Staff Compensation for Additional Duties- Payne				
MOTION(s):	I move to approve temporary additional duties pay for Malinda Payne, Administrative Program Specialist, at the rate of \$150 per pay period, retroactive to April 29, 2018, until the Athletics and Special Events Coordinator and Recreation Program and Special Events Coordinator positions are filled, with such funds to come from the FY18 Parks and Recreation Department personnel budget vacancy savings.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Jessica Rice, Human Resources Manager Aaron Spitzer, Director of Parks and Recreation				
PRESENTER(S):	Aaron Spitzer, Director of Parks and Recreation				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective April 29, 2018				
DISCUSSION:	Ms. Payne has agreed to take on additional duties during the vacancies of both the Athletics and Recreational Program Coordinator positions. The Athletics position has been vacant since April 13, 2018, and the Recreational Programs position will become vacant on May 4 th , 2018, creating a dual vacancy. Currently, Parks and Recreation is preparing for summer athletic programs, youth camps, recreational programs, and multiple summer events. The temporary additional duties pay will discontinue upon filling the full-time position vacancies.				
FISCAL IMPACT:	\$150 per pay period will come from the FY 18 Parks and Recreation personnel budget vacancy savings.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Staff Performance Raise				
MOTION(s):	I move the Board of Supervisors approve a 3% staff performance raise effective July 1, 2018, for Deputy County Administrator/Finance Director Eric M. Dahl, with the \$2,500 in pay and \$500 in benefits cost to come from the FY19 Staff Pay Plan.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> Mr. Dahl has performed above and beyond in his dual roles as Deputy County Administrator and Finance Director. He leads the annual budget process efficiently and accurately, collaborating extremely well with all County leaders, and always identifies every option for Board consideration. As our extremely efficient and dedicated DCA, he is continually providing support to the County Administrator, covering numerous external meetings and conferences, and has expanded his presence throughout the community at government, business, and social events. Even through his 60-80 hour work weeks, he has ensured strong support for his high functioning staff team in Finance, providing learning and growth opportunities to prepare each for the next level in their careers. 				
FISCAL IMPACT:	\$2,500 plus benefit costs; FY19 Staff Pay Plan.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	eConnect Direct User Agreement				
MOTION(s):	I move the Board of Supervisors approve the “eConnect Direct User Agreement” between County of Fluvanna, Linda Lenherr, Treasurer of the County of Fluvanna, Virginia and Multi-Bank Securities, Inc., for the purpose of having online access to Fluvanna County’s investments, and further authorize the County Treasurer and/or the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director and Linda Lenherr, Treasurer				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director and Linda Lenherr, Treasurer				
RECOMMENDATION:	Approval.				
TIMING:	Routine				
DISCUSSION:	On 3/21/18 the board approved an agreement with Multi-Bank Securities for Broker Dealer Services. This is the online agreement for MBS’s online access. Multi-Bank Securities, Inc. developed this proprietary tool, which provides treasurers access to thousands of fixed-income offerings and the ability to invest county funds in a more effective and transparent way. This tool helps treasurers efficiently find yield and opportunity across a suite of suitable investments, including U.S. agencies, federally-insured CDs and U.S. Treasuries.				
FISCAL IMPACT:	Allows for the ability to invest county funds in a more effective and transparent way.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	The Fluvanna County Finance Board approved 3-0 the recommendation to the Board of Supervisors the “Agreement for Broker Dealer Services and Authorization” with Multi-Bank Securities, Inc. at the Finance Board meeting on March 13, 2018. On 3/21/18 the Board of Supervisors approved agreement with Multi-Bank Securities for Broker Dealer Services.				
ENCLOSURES:	eConnect Direct User Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			X



eConnectDirect®

User Agreement

Contact Information

Primary Point of Contact	Doug Urbanski	durbanski@mbssecurities.com	
Product Specialist	Alexis Zehnder	azehnder@mbssecurities.com	(888) 354-7534
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

Powered by



MULTI-BANK SECURITIES, INC.

(800) 967-9052 • support@eConnectDirect.com • www.eConnectDirect.com

Please send all correspondence to Corporate Headquarters:

Multi-Bank Securities, Inc. • 1000 Town Center, Suite 2300 • Southfield, MI 48075 • www.mbssecurities.com

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eCD User Agreement.pdf 05.25.17



MULTI-BANK SECURITIES, INC.®

TAX ID 54-6001282

eConnectDirect®

LICENSING AGREEMENT

This Agreement is between:

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

County of Fluvanna

Account Holder

34 Palmyra Way

Street Address

Palmyra, VA 22963

City, State, Zip

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. ("MBS") and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-In Services in conjunction with your unique eConnectDirect Username and Password. "Opt-In Services" refers to additional trading functionality and supportive services provided through eConnectDirect or MBS.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect. The term "Securities" generally refers to all other assets purchased or viewed on eConnectDirect that are NOT eConnectDirect CDs. All Securities (e.g., Bonds, DTC-Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user-selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent is something other than a Pershing LLC account, originated through MBS, delivery and settlement instructions ("DVP Instructions") must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: ____ / ____ / 2018 *immediately upon receipt*

LL

Your user access and all other rights under this eConnectDirect Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- Modify or cancel any feature of eConnectDirect at any time.
- Discontinue user access at any time for any reason, without penalty, with 30 days written notice, or
- Immediately suspend user access at any time as provided below.

Subscriber reserves the right to:

- Discontinue any or all eConnectDirect services at any time for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.



MULTI-BANK SECURITIES, INC.®

eConnectDirect®

ACCOUNT ADMINISTRATION:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique Username and Password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect upon initial login.

Account Administrator Name: Linda Lenherr
 Title: Treasurer
 Phone: 434-591-1930
 Email: llenherr@co.fluvanna.va.us

Secondary Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B – Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect unless you agree to such change in writing ~~or other authenticated means.~~

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC-eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement. LL

Account Classification and User Access: Additional documentation may need to be submitted depending on your user access request(s).

Institution Classification County**User Access**

- ☒ Investor
- ☒ Securities
 - ☐ Listing Service Deposits (eConnectDirect CDs) (Exhibit C Required)
- ☐ Issuer
- ☐ DTC-Eligible CDs (Brokerage Agreement Required)
 - ☐ Listing Service Offerings (eConnectDirect CDs) (Exhibit C Required)
- ☒ Securities Safekeeping Agent
- ☒ Pershing LLC (Only to be Used if Originated by Multi-Bank Securities, Inc.)
 - ☐ DVP (Delivery Versus Payment) (Delivery Instructions Required)



MULTI-BANK SECURITIES, INC.®

eConnectDirect®

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect Licensing Agreement allows access to eConnectDirect using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect or MBS. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS's proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer/Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect. *(("Accuracy")*
Such Accuracy.

Notwithstanding any provision of this User Agreement to the contrary, the parties hereto agree that the Agreement for Broker Dealer Services and Authorization dated March 26, 2018 remains in full force and effect and nothing herein shall modify any provision, right, obligation or requirement under such Agreement for Broker Dealer Services and Authorization. The parties ratify and reaffirm said Agreement for Broker Dealer Services and Authorization.

County of Fluvanna

Account Holder

Signature

Linda Lenherr

Name

Treasurer

Title

Multi-Bank Securities, Inc.

Company

Signature

Tim Peacock

Name

Senior Vice President

Title



MULTI-BANK SECURITIES, INC.®

eConnectDirect®

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS** (NOTE: The Administrator must be listed.)

NAME	TITLE	PHONE	EMAIL
Linda Lenherr	Treasurer	434-591-1930	llenherr@co.fluvanna.va.us

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers.

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply.

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON-REFUNDABLE:

eConnectDirect Account Access (Including Securities): \$ 0 per year

eConnectDirect CD Listing Services: \$ Waived per year

Special Notes/Instructions:



MULTI-BANK SECURITIES, INC.®

eConnectDirect®

INSTITUTIONAL SUITABILITY CERTIFICATE FINRA RULE 2111

AFFIRMATIVE INDICATION BY INSTITUTION – EXERCISING INDEPENDENT JUDGMENT

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

1. It is an "Institutional Account" as defined in FINRA Rule 4512(c);

PLEASE CHECK THE APPROPRIATE BOX BELOW

- ☐ (1) A credit union with total assets of \$50 million or more (or any other entity with total assets in excess of \$50 million). If a credit union (or any other entity) has total assets LESS THAN \$50 million, check Box 4 and provide your most recent Investment Policy;
- ☐ (2) A bank, savings and loan association, insurance company or registered investment company;
- ☐ (3) An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions);
- ☒ (4) MBS will determine suitability (Please provide your most recent Investment Policy).
2. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
3. MBS will be notified by the Institutional Account if anything in this Certificate ceases to be true;
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated there under.

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account(s) of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

County of Fluvanna

Institutional Account Name

Signature of Authorized Signatory

34 Palmyra Way

Address

Name of Authorized Signatory

Palmyra, VA 22963

City, State, ZIP

Title of Authorized Signatory

54-6001282

U.S. Tax ID/EIN (If applicable)

Date

lhenherr@co.fluvanna.va.us

Email Address

434-591-1930

Phone

Address 1000 Town Center, Suite 2300
Southfield, Michigan 48075

Phone (800) 967-9045
(248) 291-1100

Fax (248) 291-1101

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Ft. Lauderdale, Florida 33308

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(954) 351-6930

(954) 351-9197

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

Meeting Date:	May 2, 2018				
AGENDA TITLE:	E911 Radio Project: Radio Communications System Use Memorandum of Agreement with Lake Monticello Owners Association and Lake Monticello Police Department.				
MOTION(s):	I move the Board of Supervisors approve the “Radio Communication System User Memorandum of Agreement” between Fluvanna County, Fluvanna County Sheriff’s Office, Lake Monticello Owners Association, and Lake Monticello Police Department, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		C8
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approval				
TIMING:	Routine				
DISCUSSION:	<p>The new E911 Radio System provides radio communications for all public safety agencies operating in Fluvanna, including the Lake Monticello Police Department. This agreement sets the terms for LMPD to use the system. An agreement was approved by the board on 9/6/17; However certain aspects of that agreement were requested to be changed by LMPD and/or the Sheriff’s Department. Listed below, items marked thru were removed from the original agreement, Items underlined were added. Everything else in the agreement has remained unchanged from the original approved version.</p> <ol style="list-style-type: none"> 1. In Section 3 of the agreement: FCSO agrees to record all such communications and to preserve such recordings for five (5) years <u>FCSO and LMPD/Association each agree to comply with applicable law including without limitation all record retention obligations for any communications, documentation or other public records relating to this Agreement and each party agrees to keep its records for the period required by applicable law and the schedules established by the Library of Virginia.</u> 2. In Section 14 of the agreement: Notwithstanding the foregoing, should any costs be incurred by the FCSO or the County due to mishandling or abuse of equipment by Agency personnel, in County in repairing or maintaining any equipment (not to include the cost of such insurance premiums and not to include the cost of the standard annual 				

	<i>maintenance services if the County chooses to cover the equipment in its sole discretion)</i> 3. In Section 15.d of the agreement: Follow all FCSO policies and operate in accordance with FCSO General Orders <u>as may have been previously amended, and as may be further amended from time to time.</u> 4. The Association Contact and signatory name: Attn: Catherine Neelley <u>Steve Hurwitz, General Manager</u>				
FISCAL IMPACT:	There is no additional cost associated with agreement. All equipment for LMPD was included in the contract.				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Radio Communications System Use Memorandum of Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				XX

RADIO COMMUNICATIONS SYSTEM USE MEMORANDUM OF AGREEMENT

This **Radio Communications System Use Memorandum Of Agreement** (the “**Agreement**”) made this ____ day of _____, 2018, between Fluvanna County (the “**County**”), a political subdivision of the Commonwealth of Virginia, the Fluvanna County Sheriff’s Office (“**FCSO**”), a constitutional law enforcement agency of the County, the Lake Monticello Owners’ Association (the “**Association**”), a Virginia non-stock corporation, and the Lake Monticello Police Department (“**LMPD**”), a department of the Association. Collectively the Association and the LMPD are referred to herein as the “**Agency**”. As used herein Agency shall include all agents, officers, directors, employees, and representatives of the Association and LMPD.

RECITALS

- A. Modern radio voice communications are critical to the health, safety and welfare of the public and the County is in the process of upgrading its public safety communications system with a new system anticipated to be operational in September 2017.
- B. The County has certain public safety radio communications equipment and systems which are a critical component of local public safety infrastructure, such equipment and systems include an Astro VHF Simulcast P25 Public Safety Communications System purchased by the County under a June 25, 2015 contract with Motorola Solutions, Inc., as amended, to provide radio communications for County public safety personnel (collectively all those systems and equipment being a part of the County’s new public safety radio system, whether, owned, leased or otherwise, are referred to herein as the “**Radio System**”). The new Radio System which will replace the existing four-channel conventional radio system on or about September 2017. The Radio System is a completely integrated system and must comply with all applicable federal, state and local requirements. At the time of this Agreement, the Radio System contains six radio sites and one prime site, which provide County-wide coverage, including coverage within the jurisdictional boundaries of the Agency.
- C. The FCSO manages and operates the County’s Radio System in the performance of its law enforcement responsibilities for the County.
- D. The Agency currently uses the County’s conventional system for public safety radio communications, adhering to all current FCSO policies and standard operating procedures in accordance with the Fluvanna County Sheriff’s Office General Orders (the “General Orders”).
- E. While implementing the new Radio System, the FCSO and Agency wish to upgrade the Agency’s equipment which is a part of the Radio System.

AGREEMENT

The FCSO and the Agency therefore agree as follows:

1. The foregoing recitals are incorporated herein by reference as a part of this Agreement.
2. The purpose of this agreement is to permit the Agency to use the County's Radio System, for the provision of radio voice communications by the Agency's Public Safety Personnel, as defined herein, only. Public Safety Personnel means only authorized law enforcement officers of the LMPD. A list of the current Public Safety Personnel is attached hereto as Exhibit 1. The LMPD is required to notify the FCSO in writing of all changes in Public Safety Personnel, including without limitation, the addition of any law enforcement officer or the removal of any law enforcement officer by the LMPD. Written notice of any change must be provided to the FCSO within 3 business days of occurrence of such change. The County and FCSO will not provide any Radio System equipment or parts to any new Public Safety Personnel until written notice from LMPD adding such authorized person is received. The Agency agrees to immediately return to the County any equipment or part of the Radio System which is no longer in use by the Agency due to the removal of a Public Safety Personnel or for any other reason.
3. The County agrees to permit the Agency to join its Radio System, and the Agency agrees to use the Radio System exclusively for public safety-related voice radio communications and consistent with the terms set forth in this Agreement. In consideration of the use of the radio System as described herein the Agency agrees that: (i) only Public Safety Personnel will have access to the Radio System, and any part, portion or equipment being a part of the Radio System; (ii) Public Safety Personnel will use the Radio System, including all parts, portion or equipment being a part of the Radio System, in such a way that no unauthorized persons (unauthorized persons include without limitation, civilians, administrative staff and gate attendants and any person who is not Public Safety Personnel) will hear, receive, monitor, or have any access whatsoever to any communications made using, on, through or by way of the Radio System, whether encrypted or unencrypted; (iii) no communications made using, on, through or by way of the Radio System will be recorded, taped, remotely monitored, transmitted, rebroadcasted, or sent out in any similar way under any circumstances by the Agency; and (iv) all use of the Radio System, including all parts, portion or equipment being a part of the Radio System, and the live monitoring of all communications made using, on, through or by way of the Radio System will be made only by Public Safety Personnel in strict conformance with all Federal, State and Local laws, rules, regulations, statutes, ordinances and guidelines, including without limitation, the Federal Communications Commission laws ("FCC"). FCSO and LMPD/Association each agree to comply with applicable law including without limitation all record retention obligations for any communications, documentation or other public records relating to this Agreement and each party agrees to keep its records for the period required by applicable law and the schedules established by the Library of Virginia .
4. This Agreement authorizes the Agency to use the Radio System exclusively for public safety-related voice radio communications under the protocols, procedures and

obligations set forth in this Agreement and consistent with the General Orders.

5. The County shall retain ownership of its Radio System, including all radio equipment, parts or other items being a part thereof, connected or related thereto. Only equipment authorized by the County shall be permitted to operate on the Radio System. Connecting or using any unauthorized equipment with the Radio System shall be a material breach of this Agreement.
6. Should the Agency become aware of any improper use of the Radio System, or any equipment, part or item thereof, or any act affecting Radio System performance or act which is done in an unauthorized manner, the Agency must immediately discontinue such action and the Agency must report the same to the County and the FCSO in a written statement.
7. Any failure to comply with a provision of this Agreement by the Agency shall be deemed a material breach of this Agreement and at the option of the County or the FCSO may result in immediate termination of this Agreement, suspension of use of the Radio System or any parts thereof, suspension of certain persons from use of the Radio System, and/or any other restrictions of use of the Radio System or parts thereof deemed appropriate by the County or FCSO in their sole discretion. FCSO will also notify the Agency of any discovery of improper use of the Radio System by the Agency discovered by the FCSO.
8. Upon termination of this Agreement for any reason, the Agency agrees to immediately return all equipment, parts or items being a part of the Radio System to the FCSO and the cost of delivery of the same to the FCSO will be at the cost and expense of the Agency.
9. The Agency agrees to return any parts, portion or equipment being a part of the Radio System to the FCSO upon request by the FCSO or the County at any time for any reason.
10. The Agency agrees to bring to a location designated by the County or FCSO any parts, portion or equipment being a part of the Radio System for maintenance, upgrades, enhancements or any other reason if so requested by the FCSO or County.
11. The Agency agrees that its Public Safety Personnel will be required to read and understand all privacy statements, instructions and manuals or information of any kind provided with any equipment, items or parts of the Radio System provided to the Agency under this Agreement.
12. This Agreement shall continue in full force and effect so long as the Agency is making any use of the Radio System, including any parts, portion or equipment being a part of the Radio System.
13. The County agrees to do the following:
 - a. Provide and assign necessary subscriber equipment to Public Safety Personnel, including installing mobiles for in-service Agency vehicles operated by Public Safety Personnel and providing portables for rostered police officers who are Public Safety Personnel.
 - b. Program the Agency-assigned radio units with the appropriate channel lineup

for their Agency, including assigning appropriate aliases. These radio Personalities shall not be altered or changed by the Agency.

- c. Provide an encrypted talkgroup for Agency's law enforcement use, which may be monitored by FCSO Dispatchers by request from the Agency and as resources allow.
 - d. Notwithstanding the foregoing, the County will provide an unencrypted talkgroup to be installed at Lake Monticello's Gatehouse, which shall be used exclusively for all non-law enforcement communications and provide an unencrypted link between the Agency's radios and the LMOA internal radio system. Any necessary radio equipment related to the same shall be at the Agency's sole cost and expense.
 - e. Control and manage all system and equipment programming, including but not limited to, codeplugs, aliases, and encryption keys. The Agency shall not have access to and is not authorized to make any programming changes or add any equipment to the Radio System.
14. The County may in its discretion cover Agency-assigned radio units or parts of the Radio System under the County's small equipment insurance and under any maintenance and repair service agreements. As of the date of this Agreement, the County will include Agency-assigned radio units or parts of the Radio System under the County's small equipment insurance and such shall be covered under a maintenance service agreement with Motorola Solutions, Inc. Notwithstanding the foregoing, should any costs be incurred by the FCSO or the County in repairing or maintaining any equipment (not to include the cost of such insurance premiums and not to include the cost of the standard annual maintenance services if the County chooses to cover the equipment in its sole discretion) being a part of the Radio System used by the Agency such costs will be reimbursed by the Agency to the County within five (5) days of a request for reimbursement. The County specifically notifies the Agency that radio units must be turned off while charging. If a radio unit is charged while the unit is on, the battery will be destroyed and the Agency will be responsible for the cost of the battery replacement.
15. In addition to the other requirements of this Agreement, the Agency agrees to do the following:
- a. Distribute mobile and portable radio units to its Public Safety Personnel as assigned. The FCSO will provide training on radio operations and procedures to Public Safety Personnel, and such requires mandatory attendance. Agency will notify FCSO about any personnel changes so the alias database remains correct in Dispatch.
 - b. Employ all reasonable safeguards to protect equipment from loss, theft, or damage.
 - c. Restrict use of the County Radio System for emergency, encrypted and unencrypted special events only, as authorized by the FCSO. No private calls on any equipment or part of the Radio System shall be allowed under any circumstances. The prioritized use of the system and guidelines for its use are

as follows:

- i. Emergency or urgent operation including the imminent danger to life or property.
 - ii. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - iii. Pre-planned special events.
 - iv. Joint training exercises.
 - v. Inter-agency communications.
- d. Follow all FCSO policies and operate in accordance with FCSO General Orders as may have been previously amended, and as may be further amended from time to time.
 - e. Adhere to strict encryption for the frequencies and talkgroups on the Radio System.
 - f. Obtain prior approval from the FCSO Dispatch Center for “Be on the Look Out” (BOLOs) or other active emergencies for broadcast across shared talk groups.
 - g. Comply with all FCSO enforcement actions required by policy and/or procedure for the misuse or abuse of the radio system.
 - h. Limit communications on the Radio System to matters of law enforcement only. Proper FCC and County radio protocols must be adhered to at all times.
 - i. Allow physical annual inspection of all County-owned/loaned equipment, if requested. The agency will notify FCSO of any radio equipment issues and obtain permission from FCSO prior to any work to be done by the County’s approved vendor.
 - j. Never allow the Radio System transmission to be rebroadcast or connect any portion of the Radio System to any external source for monitoring or rebroadcasting purposes, including, but not limited to, telephony, system Gateways, conventional, IP-based or cellular systems, or other radio or internet systems or equipment.

16. APPLICABLE LAW AND COURTS: This Agreement 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 Agency shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Agreement.

17. **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 Agency relating to, because of, or involving information obtained using the Radio System shall be property of the County.
18. **CONFIDENTIALITY:** Agency shall not publish, copyright or otherwise disclose or permit to be disclosed or published, any communications or information of any kind obtained using the System, without prior written approval of the County, unless requested by the Commonwealth Attorney or required by applicable law. Agency, cognizant of the sensitive nature of much of the data transmitted through the Radio System, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it by reason of the use of the Radio System as permitted hereunder without the prior written approval of the County, unless disclosure of such information by it is requested by the Commonwealth Attorney or required by law, rule or regulation or the valid order of a court or administrative agency.
19. **SEVERABILITY:** If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
20. **TITLES:** The titles and section headings herein and in this Agreement are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
21. **ATTORNEYS' FEES:** In the event of a dispute between the County and/or the FCSO and Agency 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.
22. **NO WAIVER:** No act of any party shall operate as a waiver of any provision of this Agreement, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of this Agreement 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 this Agreement shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
23. **INDEMNIFICATION:** The Agency agrees to indemnify, keep and save harmless the County and the FCSO, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Agency, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance under this Agreement. The Agency shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other

expenses arising therefrom or incurred in connection therewith arising from such negligence or wrongful acts or omissions; and if any judgment shall be rendered against the County or the FCSO in any such action due to such negligence or willful actions or omissions by Agency, the Agency shall, at its own expenses, satisfy and discharge the same. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

24. **COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Agreement the following provision applies: the Agency does not, and shall not during the term of the Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
25. **NOTICES:** All written notices required or permitted hereunder shall be deemed sufficient if hand delivered to the person identified below or if sent by first class mail postage prepaid to the address for each party set forth below, or at such other address as a party may designate from time to time by notice given in writing to the other parties hereto. 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.

County:

Fluvanna County
Attn: Steve Nichols
132 Main Street
Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney
Attn: Frederick W. Payne, Esquire
414 East Jefferson Street
Charlottesville, VA 22902

FCSO:

Fluvanna County Sheriff's Office
Attn: Eric Hess
160 Commons Blvd
Palmyra, VA 22963

Association:

Lake Monticello Owners' Association
Attn: Steve Hurwitz, General Manager
41 Ashlawn Blvd.
Palmyra, VA 22963

LMPD:

Lake Monticello Police Department

Attn: Tom Boisvert
 41 Ashlawn Blvd.
 Palmyra, VA 22963

26. **INSURANCE:** The Agency agrees that, at all times that this Agreement is in force, it shall carry (and provide the County with evidence of coverage upon request) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public 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	

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, the United States, the Commonwealth of Virginia, Fluvanna County, or any officers, employees, agents, or other associated personnel thereof.

This Agreement does not give the Agency any rights of ownership in the Radio System or equipment related thereto.

This Agreement shall be effective from the date specified in the opening paragraph until terminated by any party hereto upon a 90-day advanced written notice to the other parties; or until terminated by the County or FCSO in the event of a breach by Agency of this Agreement as described *supra* herein.

[SIGNATURE PAGE TO FOLLOW.]

Witness the following duly authorized signatures and seals:

COUNTY:

Steven M. Nichols, County Administrator
Fluvanna County

Date

FCSO:

Sheriff Eric Hess
Fluvanna County Sheriff's Office

Date

ASSOCIATION:

Steve Hurwitz, General Manager
Lake Monticello Owners Association

Date

LMPD:

Tom Boisvert, Chief
Lake Monticello Police Department

Date

Approval as to form by the County Attorney

Date

Exhibit 1
Lake Monticello Police Department List of
Public Safety Personnel

<u>Officer:</u>	<u>Unit Number:</u>
Chief Tom Boisvert	LMPD140
Frank Lopez	LMPD142
Mike Glass	LMPD143
Riley Bednarsky	LMPD144
Jason Bibau	LMPD145
Tamora Marshall	LMPD146
Christopher Snyder	LMPD147
Tony Abbott	LMPD148
Supervisor (Spare)	LMWalk1

FLUVANNA COUNTY BOARD OF SUPERVISORS

AGENDA ITEM STAFF REPORT

MEETING DATE:	5/2/18					
AGENDA TITLE:	Trane U.S., Inc. Energy Performance Contract Addendum 1					
MOTION(s):	I move to approve the Energy Performance Contract Addendum 1 between the County of Fluvanna, Virginia and Trane U.S. Inc. for a 45-day extension of time for Substantial Completion of Work.					
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; Eric Dahl, Deputy County Administrator/Director of Finance					
PRESENTER(S):	Cyndi Toler, Purchasing Officer					
RECOMMENDATION:	Approve					
TIMING:	Immediate					
DISCUSSION:	At the request of the Contractor, this Addendum extends "Time for Completion" for "Substantial Completion" in Section 3 of the Contract to not later than 9 a.m. on Monday, April 30th, 2018. This Amendment does not change the amount of compensation to be paid to the Contractor. The amendment was approved by the Fluvanna County School Board on April 11, 2018.					
FISCAL IMPACT:	None					
POLICY IMPACT:	None					
LEGISLATIVE HISTORY:	N/A					
ENCLOSURES:	Trane U.S., Inc. Energy Performance Contract Addendum 1					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	
	x	x	x		X - Schools	

COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND DESIGN BUILD (Energy Services
Company, or “ESCO”) CONTRACTOR

This 1st Amendment (the “Amendment”), dated this ____ day of _____, 2018 to that Energy Performance Contract dated February 15, 2017 (the “Contract”) is made between the County of Fluvanna (the “County”), a political subdivision of the Commonwealth of Virginia, and the Fluvanna County School Board (the “School Board”) (collectively the County and School Board shall be referred to herein as the "Owner" or “Agency”); and Trane U.S. Inc. ("Contractor" or “ESCO”), a Delaware corporation authorized to transact business in Virginia and doing business as Trane, and also sometimes known as Trane, Inc., Trane Building Solutions, and Trane Commercial Systems, and is binding among and between these parties as of the date of the County's signature. All capitalized terms used herein shall have the same meaning as in the Contract unless the context requires otherwise.

WHEREAS, Section 3 of the Contract required that the Work be Substantially Complete on or before February 14, 2018;

WHEREAS, the Contractor and the Owner agree that the Work is not Substantially Complete and that certain portions of Work are unfinished;

WHEREAS, by letter dated March 15, 2018, the Contractor requested a 45-day extension of time for Substantial Completion of the Work;

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

I. Extension: Although the delay is wholly the fault of the Contractor, the Owner agrees to extend the “Time for Completion” for “Substantial Completion” in Section 3 of the Contract to not later than 9 a.m. on Monday, April 30th, 2018. This Amendment does not change the amount of compensation to be paid to the Contractor.

II. Definitions of “Commence Date” for Energy Savings and “Final Completion”: Notwithstanding anything to the contrary in the Contract, the Energy Special Terms, or any other exhibit to the Contract, the Commencement Date for Energy Savings shall be no sooner than the first day of the month following Substantial Completion as evidenced by a Certificate of Acceptance executed by the Owner; and the Performance Period Services described in Exhibit E shall commence on the Date of Final Completion. The Contractor’s deadline for Final Completion is 30 days’ from the date of Substantial Completion. The date of full and final completion of all Work and acceptance thereof by the Owner in its sole discretion is the date of “Final Completion” of the Work.

III. MISCELLANEOUS. The headings of the sections of this Amendment are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Amendment may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Amendment may be executed in duplicate originals, any of which shall be equally authentic. In addition to allowing electronic signatures upon an electronic copy of this Contract, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Contract, together with exhibits hereto, contains the entire understanding of the parties

with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Contract. Except as specifically amended hereby, the Contract remains in full force and effect.

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

For the Contractor/ESCO:

Trane U.S. Inc.

(Contractor)

By: _____
(Signature in ink) (Date)

Name: _____

Title: _____

Attest: _____
(Signature) (Date)

For the Owner:

County of Fluvanna

(Owner)

By: _____
(Signature in ink) (Date)

Name: _____

Title: _____

Attest: _____
(Signature) (Date)

Approved as to form:

Fluvanna County Attorney

For the Owner:

Fluvanna County School Board

(Owner)

By: _____
(Signature in ink) (Date)

Name: _____

Title: _____

Attest: _____
(Signature) (Date)

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

MEETING DATE:	May 2, 2018				
AGENDA TITLE:	Children's Services Act FY 19 Provider Agreement				
MOTION(s):	I move the Board of Supervisors approve the "Children's Services Act (CSA) Provider Agreement" standard form agreement, which will be utilized for FY 19 between the County and interested Vendors, and further authorize the Deputy County Administrator to enter into such agreement with entities for services as he deems appropriate from time to time, 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):	Bryan Moeller, Children's Services Act Coordinator				
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Finance Director				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> This is intended to be a standard form agreement between the County and interested vendors, which will allow these vendors to provide services to families eligible for funding through the CSA. The Deputy County Administrator would execute this agreement as he deems appropriate from time to time and it would not be put before the Board after approval of the form. 				
FISCAL IMPACT:	None				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	"Children's Services Act (CSA) Provider Agreement"				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

Children's Services Act (CSA) Provider Agreement

This **Children's Services Act Provider Agreement** (the "Agreement") dated the 1st day of July, 2018, is made by and between Fluvanna County, a political subdivision of the Commonwealth of Virginia, though the Fluvanna County Community Policy and Management Team, an agency of Fluvanna County (hereinafter referred to as the "CPMT"); and _____ (hereinafter referred to as the "Provider").

Whereas, the CPMT is authorized to enter into agreements for services pursuant to the Children's Services Act, Virginia Code 2.2-5200 et seq. (the "CSA");

Whereas, any agreement for services (each a "Services Order" as defined below) under this Agreement is for CSA goods or services for direct use by an individual recipient (child or family) exempt from the Virginia Procurement Act as provided by Virginia Code 2.2-4345(A)(14) and no Services Order under this Agreement may be for the bulk procurement of goods or services;

Whereas, this Agreement shall set forth the terms and conditions, parameters, guidelines, and expectations that must be met by any Provider of services to any and all children and/or families receiving services through the CPMT;

Whereas a "Placement" or "Placements" shall be defined in this Agreement to mean a placement as such term is used in Title 63.2 of the Code of Virginia relating to Foster Care;

Whereas, Fluvanna County (the "Fiscal Agent"), a political subdivision of the Commonwealth of Virginia, is the Fiscal Agent for the CPMT; and

Whereas, the Provider has established itself as a qualified Provider of services for children and/or families, and meets all Applicable Law; Applicable being defined as all applicable local, State and Federal laws, statutes, rules, regulations, ordinances and other standards, including without limitation, the CSA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as in effect during this Agreement, including any additions thereto and amendments or replacements thereof (collectively referred to hereinafter "Applicable Law") relative to such services to be provided hereunder.

NOW, THEREFORE, for valuable consideration the sufficiency of which is acknowledged, the parties do hereby mutually agree to the following:

The recitations above are a material part of this Agreement and are hereby made a part of the body of this Agreement.

A. Services Order

1. Requirement for Service Order. A Services Order (each a "Service Order") shall be issued for any and all discrete services that are to be provided by the Provider for children and families receiving services through the CPMT. No services shall be administered to a child and/or family (each an individual recipient) without a Service Order authorizing such discrete services signed by the Fiscal Agent and the Provider. Any child or family receiving any services under this Agreement may referred to herein as "child", "family", "recipient", "individual", "client", or any other word or phrase which in the context is intended to mean a person(s) receiving any services under this Agreement.

2. **Contents of Service Order.** The Service Order shall define the terms of purchase and service delivery to a specific child and/or family. The Service Order shall include the term of service, and the type of services to be rendered to the child and/or family. The child's Individual Family Services Plan (the "Individual Family Service Plan") shall be considered by the Provider and the CPMT in determining the proposed objectives, the term of service and the types of services to be rendered to the child and/or family. A Service Order setting forth a description of the services and the duration thereof will be presented to the Provider on a child and/or family specific basis when the CPMT chooses to purchase services. The Provider shall charge the CPMT only as authorized by a Service Order signed by the Fiscal Agent. The Provider shall charge only for actual services rendered. The charge shall not exceed the authorized amount on the Service Order. Such Service Orders are incorporated into this Agreement by reference. The Provider has the right to refuse to accept the CPMT's Service Order. For all children and/or family receiving services from the CPMT, Provider and CPMT shall execute a Service Order provided by the CPMT. Provider is hereby notified that although each Service Order is required to be prepared by the CPMT, it must also be accepted and signed by the Fiscal Agent to become binding upon CPMT. Upon receipt of a proposed Service Order, Provider shall sign and return such Service Order to CPMT or shall give notice of its refusal to provide the services within five (5) business days. Failure to respond within five (5) business days shall be deemed a refusal to provide the services.

3. **Charges Under Service Order.** The Provider agrees to charge the CPMT for only those services described in the Service Order and in accordance with the Billing provisions this Agreement, including, without limitation, Section F of this Agreement. The Provider shall invoice for allowable, reasonable, and necessary service costs in accordance with the Service Order and the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the CPMT.

4. **Adjustment or Termination of Service Order by CPMT.** The CPMT may adjust or terminate the Service Order at any time because of changes in the child's eligibility for or progress with services or if the CPMT deems it to be in the child's best interest to terminate the services and the Service Order. If the CPMT becomes unable to honor any or all approved Service Orders for causes beyond the CPMT's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the CPMT may terminate or modify any or all Service Orders issued pursuant to this Agreement as necessary to avoid delivery of services for which the CPMT cannot make payment. The CPMT shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

5. **Termination of Service Order by Provider.** In the event of termination of a Service Order, all reasonable efforts will be made to give the CPMT ten (10) days written notice prior to termination of services to the child, in any event such notice shall be as soon as practicable under the circumstances. Such written notice shall include the specific reason(s) for terminating services to the child.

6. **Termination of Service Order for Conduct of Provider and Provider's Employees.** For purposes of this Agreement, Provider's Employees is defined to mean Provider, its directors, officers, partners, members, staff, agents, employees, representatives, volunteers, and other persons associated with or working under the direction of Provider (collectively "Employees", each being an "Employee"). The Provider is responsible for its conduct and the conduct of its Employees at all times during the delivery of services hereunder. Should a complaint be made against Provider or any of its Employees for inappropriate conduct, as determined by the CPMT, the Provider shall remove that person from the job immediately and for the duration of this Agreement and any Service Orders. If a complaint about the Provider's conduct is received, and the complaint is deemed by the CPMT to indicate inappropriate conduct on the part of the Provider, the Provider agrees that the CPMT has the right to terminate this Agreement and all Service Orders between the CPMT and the Provider immediately. Nothing herein is intended to limit any claim or other action, in law, equity or otherwise, that CPMT may seek or have against Provider for any

misconduct, breach, default, act or omission under this Agreement, including, without limitation any Service Order.

B. Licenses and Requirements of Applicable Law

The Provider represents and warrants that it: (1) duly holds all necessary licenses required by Applicable Law to enter into this Agreement and provide any services under a Service Order; (2) will furnish satisfactory proof of such licensure(s) to the CPMT and Fiscal Agent at the time of execution of the Agreement; and (3) that if Provider is not a sole proprietor, that Provider is an entity properly registered with the Virginia State Corporation Commission to transact business in Virginia and will maintain such status for the duration of this agreement (for any such entity, any termination of the Provider's corporate existence or registration must be immediately reported to the CPMT and shall cause immediate termination of this Agreement). The Provider covenants that it will maintain its required licensed status, if applicable, with the appropriate governmental authorities and will immediately notify the CPMT in the event such licensing has lapsed, is suspended, withdrawn or revoked. The Provider agrees that such lapse, suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of the terms of this Agreement and shall terminate this Agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider's invoices.

The following are licensure requirements for therapeutic services (e.g. outpatient counseling, in home counseling, mentoring, therapeutic behavioral specialist, psychological evaluations):

1. Agencies providing in-home and mentoring services require a license issued by the Department of Behavioral Health and Developmental Services.
2. Individuals providing mentoring services who are not required by applicable law to be licensed ("Non-Licensed Mentors" each also being an Individual Provider), must provide documentation of credentials and experience.
3. Individuals in private practice providing outpatient counseling and/or psychological evaluations require a license provided by the Board of Health Professions.
4. Individuals providing outpatient counseling within an agency setting who are not licensed MUST meet all of three of the following criteria: (i) Possess a graduate degree; (ii) be under the direct supervision of an individual licensed by the Board of Health Professions and whose supervision is registered and approved by the Board of Health Professions; and (iii) a licensed individual must be present in the facility while the service is being conducted.

C. Employee Background Checks

Individual Providers agrees to complete those background checks required by without limitation a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry and to provide a Department of Motor Vehicle checks of the Individual Provider, copies of which shall be included by Provider with this Agreement. Provider agrees and certifies that all of its Employees, providing services to or having contact with a client placed with or served by the Provider has successfully completed a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry or the State in which such services are being rendered. If it is known that the Employee, has moved from another state and has worked with children within one year of his or her employment the previous State must also be checked. If the Provider is notified that any of its Employees are named in a child protective service registry, then the Provider will

immediately notify the CPMT and remove the employee from working with any clients. For those Providers who provide transportation services, a Division of Motor Vehicle check is also required for all Employees providing this service. The Provider is and will comply with its State's laws, regulations and licensure requirements relating to the conducting of criminal and Department of Motor Vehicle checks of its Employees at all times during the Term. Providers are required to provide a current copy of all such background checks as may be requested by the CPMT.

D. Services

1. **Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is rendered. The description of services shall be provided along with the published Provider's Rate Sheet at the execution of this Agreement. The Provider shall permit representatives of the CPMT to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the CPMT. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child and/or family receiving services through the CPMT, and meeting with any staff directly or indirectly involved in the provision of services to any child and/or family receiving services through the CPMT. Such reviews may occur as deemed necessary by the CPMT and may be unannounced. CPMT may employ or retain the services of a Utilization Review Clinician. Provider shall allow CPMT's Utilization Review Clinician access to its facilities and to Provider's books and records relating to services paid for by CPMT and rendered to CPMT's clients (subject to Applicable Law). Further, upon request, Provider shall complete such additional forms or reports as may be requested by the Utilization Review Clinician in the performance of his or her official responsibilities.

2. **Changes.** The Provider shall notify CPMT of any changes in service delivery, which alter the level or quality of service provided, or the expected outcomes set forth at the initiation of the contracted service. Substantial changes in the proposed delivery of services from that stated by the Provider or that is stated in the published Provider's Rate Sheet, whether actual or anticipated, such as, but not limited to, changes in services quality, key personnel, ability to provide specified volumes of services, submitted budgetary data, or compliance with applicable State and/or Federal standards shall be reported in writing to the CPMT as soon as practicable and whenever possible in advance of such change, however in any event notice of any change must be provided within five (5) days of the occurrence.

3. **Rates.** The rates for services provided to a specific child and/or family by the Provider shall be set forth in the Service Order for the child and/or family. The Provider may not increase the rate for any service described in a Service Order during the term of this Agreement. The Provider is requested to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the Agreement year. The Provider shall provide to the CPMT written notice of any planned rate increase thirty (30) days prior to the initial month of the CPMT's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted to the CPMT's Fiscal Agent. Services shall be provided at the rate(s) published by Provider on the Provider Rate Sheet as of July 1 of the fiscal year in which the services were delivered, and/or Medicaid rate(s) for applicable fiscal year. The July 1 rate shall be specified within the Service Order executed by Provider and CPMT for a specific client, and Provider shall not charge CPMT a higher rate during that fiscal year. All rates specified within a Service Order shall be inclusive of any and all costs, of whatever nature (including incidentals or reimbursable items, including, without limitation, administrative, copying, travel, mileage or other expenses of any kind) for which CPMT may be charged by Provider. The Provider shall immediately notify CPMT if the rates or fees contained in any Service Order are lowered during the period covered by the Service Order, whereupon, CPMT shall be entitled to require

Provider to amend existing Service Orders to conform to the lower rate(s). Any reimbursements from the CPMT are limited to rates established by Applicable, any applicable CPMT policy guidelines, and reimbursements cannot exceed to actual costs to Provider without mark-up of any kind.

4. Maintenance. The CPMT cannot make any additional payment or reimbursement to the Provider or to a foster parent for the following items considered by the state to be included in the Room and Board or Basic Foster Care Maintenance payment: (i) School Supplies: Costs associated with books, materials, and supplies necessary for a child's education; (ii) Child's personal incidentals: Incidental costs associated with the personal care of a child such as; items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities including recreation (includes monthly allowance as applicable); and (iii) Clothing: Costs associated with providing and maintaining the clothing for the child. These costs may include: Costs of the clothing itself, laundry and dry cleaning. (This is separate from the annual Supplemental Clothing Allowance for which a foster child may be eligible.)

5. Payment for Court Testimony. The Provider acknowledges that by the nature of the services rendered pursuant to this Agreement there exists the possibility that evidence and/or testimony will be needed from the Provider and its Employees and agents. Unless such testimony is compensable expert testimony as defined below, court appearances and testimony shall not be compensable. The CPMT will not reimburse the Provider for court testimony when the Provider is considered a "fact witness." "Fact witnesses" are those who testify about compliance with services or recount facts observed as an eyewitness and do not offer expert witness testimony.

The CPMT may reimburse the Provider for expert witness court testimony when the Provider is subpoenaed as a witness by the Guardian ad Litem. The court defines expert witnesses to be those with specialized knowledge, skill, experience, training, or education, those maintaining certain licenses to perform their work, and those who have conducted training in a particular subject or who have authored writings pertaining to a particular subject. A court may qualify someone expert if a previous court has recognized him or her to be so. An expert witness is further defined as one who will synthesize and analyze facts, draw inferences from facts, circumstances, or data, and prepare and render an opinion. They are expected to provide expert opinions on expectations for future progress or improvement and for opinions on what would be needed to obtain such progress considering clinically identified barriers. Expert witnesses are also able to shed light on a topic about which a "fact finder" is not familiar and to assist the Trier of fact to understand the evidence or to determine a fact in issue.

E. Medicaid.

This Section E only applies to Medicaid eligible Providers.

_____ **Provider is Medicaid eligible Provider.** *(Please Initial in the blank provided if Provider is a Medicaid eligible Provider).*

Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child and/or family receiving services through the CPMT. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the Provider shall be the sole responsibility of the Provider. The Provider shall provide the CPMT with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the CPMT within forty-eight (48) hours (two working days) by the Provider. The CPMT shall not be responsible for payment of Medicaid eligible services that are denied

by Medicaid for reasons attributable to fault of the Provider. This section is only applicable to the Provider if the Provider is currently a Medicaid provider.

The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only). The CPMT shall supply the Provider with the child's Medicaid number, if applicable; include a Certificate of Need at the time of placement that documents necessity; provide a complete copy of the DSM-IV or DSM-V diagnosis; provide a completed Child and Adolescent Needs and Strengths ("CANS") dated within ninety (90) days of placement and every three (3) months thereafter; updated. CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to the Department of Medical Assistance Services prior to the expiration of the authorization period; and provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

F. Billing

1. **Billing Notifications.** Any billing-related correspondence from the CPMT, including Service Orders, Invoices, or correspondence related to either Service Orders or Invoices, will be sent to the following contact information:

Provider:

Name: _____

Address: _____

(If applicable) ATTN: _____

Telephone: _____

Facsimile: _____

Email: _____

2. **Monthly Billing.** The Provider shall bill the CPMT by returning the completed CPMT invoice each month for all services rendered to a child and/or family pursuant to a Service Order. The Provider shall bill the CPMT for any and all services provided within thirty (30) days of the date on which the service was provided. The CPMT agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the CPMT be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the CPMT for such services within forty-five (45) calendar days following the month of the provision of service.

3. **Content of Invoices.** The invoice shall identify the Services Order number, CSA-eligible child/family/individual, the services authorized for the child and/or family member(s), and the month of service. The amount billed for services shall be the amount agreed upon in the Service Order authorizing services to the child and/or family member(s) to whom the service was provided. The Provider agrees to bill and the CPMT agrees to pay for only those services authorized by the Service Order for a specific child and/or family. The Provider shall bill the CPMT for no more than the actual number of hours, or portion thereof, of services provided; and such must be in fifteen (15) minute increment portions of an hour, or less (i.e. Provider can charge in 1/10th of an hour increments, but Provider cannot charge in ½ hour increments). The Provider shall not charge or accept from the CPMT more than the Provider charges all CPMTs of the same service. Additionally, the Provider shall not invoice the CPMT a greater number of units of any service than are specified in the Service Order unless the Fiscal Agent enters into a written amendment to the Service Order authorizing the same. The Provider shall invoice the CPMT only for services actually delivered. The Provider shall not submit any billings for services provided prior to the "Effective Date" of the Service Order. The Provider shall invoice the CPMT each calendar month which services are delivered. Invoices, which

are correct and are received by the CPMT shall be processed and paid no later than forty-five (45) calendar days from receipt of invoice. Invoices received which are not correct shall be returned to the Provider for correction.

4. **Incorrect Invoices.** The CPMT shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice. Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the CPMT for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the CPMT within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the CPMT within the fifteen (15) day limit, then the CPMT shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the CPMT of any overpayment for services by the CPMT.

5. **Medical Services (For Placements Only).** **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** All outside medical services shall be approved by the CPMT prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and to prevent life threatening or serious debilitating medical deterioration. In those instances when payment from an insurance company such as Virginia Medicaid, is sought by the Provider, the forty-five (45) day requirement is suspended, provided the Provider immediately notifies the CPMT of this contingency. Forty-five (45) calendar days following receipt by the Provider of said insurance payments, the Provider shall be required to submit invoices for the balance due if applicable; however, under no circumstance will the CPMT be required to make payment for services provided during any fiscal year if the invoices are not received by the CPMT within 2 months following the end of such fiscal year.

6. **Unauthorized Absences (For Residential Placements Only).** **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** In the event the child leaves a facility/placement without authorization for more than forty-eight (48) consecutive hours, the CPMT will discontinue payment for room and board and other services after the second day of unauthorized absences. Provider will contact CPMT after forty-eight (48) hours to negotiate continued stay on a case-by-case basis to avoid disruption of placement and/or loss of Medicaid authorization.

7. **Incorrect Payment.** If the Provider feels that a payment received for services invoiced is incorrect, the Provider must notify the CPMT in writing of the questionable payment within forty-five (45) calendar days after the receipt of the payment. Supporting evidence must accompany such notification. The CPMT must correct any error found or respond in writing to the Provider why no error exists within the forty-five (45) calendar days after the receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the CPMT within the forty-five (45) calendar day limit, the CPMT is not obligated to make any adjustments to the questionable payment. If the Provider feels that the payment received for services invoiced was an overpayment, then the Provider must notify the CPMT immediately.

8. **Double Billing.** The Provider guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program in either the current or a prior period. No fee shall be imposed by the Provider upon the child and/or family pursuant to this Agreement.

9. **Disputes.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be referred to the CPMT for further consideration. Their decision is final and shall be reduced to writing and with a copy being supplied to the Provider. This provision shall not preclude the Provider exercising any rights under the law for failure of the CPMT to comply with the terms of this Agreement.

G. Accounting and Record Keeping

The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with Applicable Law and applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Agreement and any Service Order for a child under the supervision or authority of the CPMT on forms designated by the CPMT.

The Provider shall maintain and retain all books, records, and other documents relative to this Agreement and any Service Order for a child and/or family receiving services through the CPMT for five (5) years after any final payment pursuant to this Agreement and any Service Order for a child and/or family receiving services through the CPMT or as long as necessary for purposes of any unresolved state or federal audit. The CPMT, its authorized agents, and State or Federal auditors shall have full access to and the right to examine any of the said materials during an audit or specific to children served by this Agreement during said period. In the event an audit shows that Provider expended or received CPMT's funds improperly, Provider shall provide full restitution to CPMT.

Reports, studies, photographs or other documents prepared by Provider in the provision of services to CPMT's client(s) shall be the property of CPMT. Provider shall not use, willingly allow to be used, or cause such materials to be used for any purpose which has not been authorized by CPMT.

To the extent Applicable Law, including without limitation HIPAA regulations, apply to any documents or information coming into Provider's possession, Provider agrees to comply with such rules and regulations.

H. Service Reports

1. **Treatment Plans.** Within fourteen (14) calendar days of the commencement of any services to a client, Provider shall submit a written treatment plan to CPMT. Said plan shall include at a minimum the following information: short and long term goals, anticipated time of completion, prognosis, medications administered (if applicable), and preliminary discharge plan.

2. **Monthly Reports.** Provider shall submit written progress reports to CPMT on a monthly basis, or more often if required by the CPMT for a particular client, or if required by Medicaid policy.. Monthly progress reports shall include at a minimum the following information: Statement of goals and objectives and progress made toward these goals, both positive and negative, during the month, significant incidents or accidents, and summary of the child's/child/individual's social, emotional and physical development and any changes that might reflect outcomes of the treatment intervention; review of treatment goals and objectives, with revision of goals as needed, estimate of length of service and preliminary discharge plans, with clear indication of follow-up and continuing treatment needs and medications prescribed (if applicable).

3. **Termination Reports.** Upon termination of services to a client, Provider shall submit a written termination report to CPMT within thirty (30) days of the last day on which services were provided.

4. **Failure to Report.** If the Provider fails to provide any written treatment plan and progress reports by the 15th day of each month, the CPMT shall withhold payment of Provider invoices until they are received.

5. **Miscellaneous Reports (For Residential Placements Only).** **The provisions of the following paragraph only apply to Providers of Residential Placements (For Residential Placements Only).** Provider shall immediately report to CPMT any recommended, planned or necessary changes in a client's medications. Provider shall obtain consent from legal custodian prior to changing or administering any new medications to a client under the age of eighteen (18) years.

The Provider shall provide the CPMT with a copy of the required reports of physical, dental and psychological or psychiatric examinations of the client while under the care of the Provider.

I. Serious Incident Reporting (For Residential Placements Only).

The provisions of this Section I only apply to Providers of Residential Placements (For Residential Placements Only). The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to child/individual placed by the CPMT. For the purposes of this Agreement, a serious incident shall include but not be limited to, abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis), serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well-being of the child/individual.

Within twenty-four (24) hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each child/individual involved. Within forty-eight (48) hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each child/individual involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and shall include the following: name of facility/Provider; name of person completing form; date and time of serious incident; date of the report; child/individual's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/Provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/individual involved and placed by the CPMT. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The Provider shall within forty-eight (48) hours of the case manager's notification complete and submit a written report as set forth herein.

J. Additional Responsibilities of Provider

1. **Transportation to Court.** Providers that are residential treatment centers, or a therapeutic foster care agency, or a group home shall provide transportation of the child to any and all scheduled court hearings involving the child. Such Providers agree to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The CPMT agrees to provide the Provider with notice of a scheduled court date at least ten (10) days prior to such date whenever practicable. The Provider agrees to notify the CPMT at least ten (10) days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

2. **Participation in Meetings.** The Provider is responsible for participation in Family Assessment Planning Team, or similar, meetings as requested by the CPMT and shall provide a designee to attend a meeting if the client's assigned worker is not available.

3. **Complaints.** If a child and/or families receiving services through the CPMT, submits a complaint to the CPMT concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the CPMT upon a

request by the CPMT for such information. Additionally, if a child and/or family receiving services through the CPMT registers a grievance, requests a fair hearing, or submits an appeal, the Provider, its agents and Employees agree to appear on request of the CPMT in any proceedings arising from such claim and provide all verbal or written information or documentary evidence within their control relevant to such claim at no cost to CPMT.

K. Subcontracts and Assignment

The Provider shall not enter into any subcontract for any of the services provided and/or approved under this Agreement unless: (i) such is specifically disclosed in the Service Order; and (ii) each Subcontractor executes and delivers to the CPMT this CSA Provider Agreement. It is the Provider's responsibility to ensure compliance and maintain documentation of said compliance with this Agreement. Provider shall make such documentation available to CPMT upon request.

This Agreement may not be assigned by the Provider.

L. Responsibility and Independent Providers

The Provider shall, at its own expense, be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of any and all description used in connection therewith. The CPMT shall in no event be responsible for any direct or indirect damage of injury to the property or persons used or employed by the Provider on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Agreement. The Provider and its Employees, assignees, or subcontractors are independent contractors and none shall be deemed employees or agents of the CPMT or the Fiscal Agent while performing services pursuant to and/or under this Agreement.

M. Term of Agreement

The terms of this Agreement shall commence and be in full force and effect on the date this Agreement is executed by all of the Provider, CPMT and Fiscal Agent and shall terminate on June 30, 2019. This Agreement does not involve a definite financial obligation on the part of the CPMT, although the CPMT shall use this Agreement for the procurement of services for individual recipients as specified and for which payment shall be made by the CPMT. The Provider shall only charge for those services listed and described in the Service Fee Directory and/or the published Provider Rate Sheet. This Agreement, together with each fully executed Service Order, shall constitute the contractual agreement between the Provider and the CPMT. Under no circumstance will the CPMT be required to make payment for FY 2019 beyond September 1, 2019.

N. Notices

Any written notices required or made under this Agreement shall be effective when delivered in person or sent by United States mail, postage prepaid, to the following persons and addresses:

Provider:

Name: _____

SCC Id (if applicable): _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

CPMT:

Fluvanna County
 CSA Coordinator
 P.O. Box 540
 Palmyra, Virginia 22963

with a copy to:

Fiscal Agent:

Fluvanna County
 Attn: Eric Dahl, Deputy County Administrator
 P.O. Box 540
 Palmyra, VA 22963; and

Fluvanna County Attorney
 Attn: Kristina M. Hofmann, Assistant County Attorney
 414 East Jefferson Street
 Charlottesville, VA 22902

O. Miscellaneous Provisions

1. **APPLICABLE LAW AND COURTS:** This Agreement, including without limitation any Service Order and its terms, 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 Provider shall comply with all Applicable Law in performance of the Agreement.

2. **PROVISION AND OWNERSHIP OF INFORMATION:** CPMT reserves its rights of ownership to all material given to the Provider under this Agreement and further CPMT reserves its rights of ownership to all background information documents, and other documentation developed by the Provider in performing under this Agreement.

3. **CONFIDENTIALITY:** Any information obtained by Provider pursuant to this Agreement shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly with Provider's responsibility for services under this Agreement and further limited by Applicable Law. Provider 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 CPMT in connection with the performance by Provider of its services hereunder, without prior written approval of CPMT. Provider, cognizant of the sensitive nature of much of the data supplied by CPMT, 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 CPMT, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency. Both parties understand that the CPMT is a public agency subject to Freedom of Information Act ("FOIA") requests, however some of the

information related to this Agreement, including sensitive health care information, may be subject to an exception to the FOIA whereby disclosure is not required.

4. **INSURANCE:** The Provider agrees that, during the period of time it renders services to CPMT pursuant to any Agreement, it shall carry (and provide CPMT 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		

A Service Order may specifically require the Provider to carry higher minimum amounts of insurance.

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

The Provider shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the CPMT at the time of the signing of this Agreement. On this Certificate of Insurance, the CPMT and Fiscal Agent shall be named or indicated as additional insureds for comprehensive general liability and also for automobile insurance if the Provider will be transporting the client(s).

No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the CPMT and such shall be noted in the policy. The Provider shall furnish a new certificate prior to any change or cancellation date. The failure of the Provider to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

Insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the Provider fails to provide the CPMT with acceptable evidence of current insurance within ten (10) days after written notice during the Agreement term, the CPMT shall have the absolute right to terminate the Agreement without any further obligation to the Provider.

5. **SEVERABILITY:** If any term, covenant or provision this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

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

7. **ATTORNEYS' FEES:** In the event of a dispute between CPMT and Provider under any Agreement which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation including all appeals shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees, costs and expert witness fees.

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

9. **NO FINANCE CHARGES:** No finance charges or late payment fees of any kind shall be paid by CPMT.

10. **DEFAULT:** Failure of a Provider to deliver services in accordance with this Agreement and the Service Order including all terms and conditions and/or within the time specified, or within reasonable time as interpreted by CPMT in its sole discretion, or failure to make replacements/corrections of rejected services when so requested, immediately or as directed by CPMT, or failure of the Provider to act in accordance with the Agreement in any material respect, as reasonably determined by CPMT, shall constitute a “default” by the Provider and shall further authority for CPMT to terminate this Agreement and any Service Order effective immediately upon said default without any further payment obligations hereunder. These remedies shall be in addition to any other remedies which CPMT may have, including but not limited to, any remedies at law, under the Agreement or in equity. Notwithstanding the foregoing, the Provider 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 CPMT's opinion, are beyond the control of the Provider. Under such circumstances, however, CPMT may, at its sole discretion, terminate or cancel the Agreement effective immediately.

11. **NON-DISCRIMINATION ASSURANCES:** The Provider 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: During the performance of any Agreement, the Provider agrees as follows: (i) the Provider 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 Provider; (ii) the Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (iii) the Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider 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; and (iv) The Provider shall include the provisions of (i) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

12. **MODIFICATION:** This Agreement entered into by CPMT and any Provider shall not be subject to change, modification, or discharge except by written instrument signed by CPMT and Provider.

13. **INDEMNIFICATION:** Provider agrees to indemnify, keep and save harmless CPMT, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Provider's or its Employees' (as defined supra) negligence or wrongful acts or omissions in connection with its performance of this Agreement. The Provider 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 CPMT in any such action, the Provider shall, at his or her own expenses, satisfy and discharge the same. Nothing contained in this Solicitation or the Agreement shall be deemed to be a waiver of Fiscal Agent and CPMT's sovereign immunity.

14. **DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312: During the performance of this Agreement, the Provider agrees to (i) provide a drug-free workplace for the Provider'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 Provider'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 Provider that the Provider 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 the Agreement with Provider in accordance with Applicable Law, 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 Agreement.

15. **TERMINATION:** This Agreement will remain in force for, unless: (i) Terminated by CPMT upon thirty (30) days written notice to the Provider at CPMT’s convenience in CPMT’s sole discretion (“termination for convenience”). Any Agreement cancellation notice shall not relieve the Provider of the obligation to deliver and/or perform on all outstanding Service Order(s) issued prior to the effective date of the termination; or (ii) Terminated by CPMT for cause, default or negligence on the part of the Provider, including termination due to a failure of any funding or monies relied on by the CPMT. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Provider of the termination for cause.

16. **APPROPRIATIONS:** Notwithstanding any other provision of any Agreement, the payment of CPMT's obligations under this Agreement shall be subject to annual appropriations by the Board of Supervisors of CPMT in each fiscal year of monies sufficient to satisfy the same. Payment of CPMT’s obligations under this Agreement shall further be subject to receipt of any funding or other monies relied on from federal, state or other sources.

17. **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.

18. **CLAIMS PROCEDURE:** The procedure for consideration by CPMT of contractual claims for any Agreement shall be that set forth in Virginia Code § 15.2-1243, *et seq.*

19. **ORDER OF PRECEDENCE:** Where there exists any inconsistency between the provisions of this Agreement and the provisions other documents that have been incorporated into this Agreement by reference or otherwise, the provisions of this Agreement shall control

20. **PRIOR AGREEMENTS:** This Agreement supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the Provider and the CPMT, the Fluvanna County Social Services.

21. **REMEDIES CUMULATIVE:** All remedies afforded in this Agreement shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.

22. **BINDING:** No document other than this Agreement and a Service Order executed by both CPMT, Fiscal Agent and Provider shall bind or obligate CPMT to the Provider, unless such document is signed by an authorized Fiscal Agent of CPMT.

23. **REQUIRED DOCUMENTS.** The documents listed below shall be submitted to the CPMT with this executed Agreement, unless otherwise agreed to by the CPMT in writing after request for exception by Provider including the reasons therefor:

- (i) Provider Rate Sheet including List or Description of Services;
- (ii) IRS W-9 form (Request for Taxpayer Identification Number and Certification);
- (iii) Provider License(s) held by your facility(ies) or licensure documentation;
- (iv) Certificate(s) of Insurance (required under this Agreement); and
- (v) All Background Checks (required under this Agreement; please note for Providers with more than 5 employees, Provider may provide CPMT with a document on Provider’s letterhead containing a description of the Provider’s background check process, including without limitation, the types of background checks performed and

the frequency, and copies of the background checks for only those persons who will actually be providing services under this Agreement.)

Witness the following duly authorized signatures and seals:

CPMT/Fiscal Agent:

Fluvanna County

Signature: _____

Eric Dahl, CPMT Fiscal Agent and
Deputy County Administrator

Date: _____

Fluvanna County, CSA Coordinator

Bryan Moeller

Date: _____

Provider (complete if sole Proprietor):

Signature: _____

Print Name: _____

Date: _____

Provider (complete if business entity):

Name of Entity: _____

Signed By: _____

Print Name: _____

Print Title: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney

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

May 2, 2018

No.	Item
1	FY18 BOS Contingency Balance report – 2018-05-02
2	FY18 Capital Reserve Memo – 2018-05-02
3	Unassigned Fund Balance Report – 2018-05-02
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: May 2, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 BOS Contingency Balance

The FY18 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000
Less: Arts Council FY18 Allocation Grant Supplement – 06.07.17	-\$500
Less: Quitclaim and Release for FCSS Building – 08.16.17	-\$11,520
Less: Reimbursement of Legal Fees to Linda Lenherr – 09.20.17	-\$18,132
Less: Reimbursement to Fire for Transfer of Brush 10 to Public Works – 11.01.17	-\$20,000
Less: Lucas 3 Chest Compression System – 12.20.17	-\$14,735.50
Less: FY18 Reassessment Contract Cost Increase – 02.07.18	-\$11,474
Less: ARC Building Repair and Maintenance – 02.21.18	-\$30,000
Less: Lake Monticello Engine Repair Reimbursement – 03.21.18	-12,192.15
Available:	\$31,446.35

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MEMORANDUM

Date: May 2, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: FY18 Capital Reserve Balances

The FY18 Capital Reserve account balances are as follows:

County Capital Reserve:

FY17 Carryover	\$134,975
FY18 Allocation:	\$175,000
Plus: Projects Completed July 2017	\$31
Less: Courts Building Well Repairs – 08.02.17	-\$7,800
Less: Bobcat Skid-Steer Major Repairs – 08.02.17	-\$2,400
Less: Additional Historic Courthouse Roof Repairs – 09.06.17	-\$10,000
Less: Courts Building Records Room HVAC – 09.06.17	-\$55,000
Less: Palmyra Rescue Asphalt and Concrete Slab – 09.20.17	-\$39,000
Less: Demolish Old Maintenance Shop and Dispose of Debris – 11.01.17	-\$40,000
Less: Design and Construction of Foundation Underpinning Along Front of Pleasant Grove House – 11.01.17	-\$27,500
Less: Secure Evidence Storage at Public Safety Building – 11.01.17	-\$8,550
Less: Replace Fencing and Expand Impound Lot at Public Safety Building – 11.01.17	-\$15,000
Available:	\$104,756

Schools Capital Reserve:

FY17 Carryover - Corrected	\$229,097
FY18 Allocation:	\$75,000

Plus: Projects Completed July 2017	\$1,159
Less: Central HVAC Unexpected Repairs – 07.05.17	-\$6,226
Less: Bus Motor Repair – 10.04.17	-\$20,000
Less: Repair and Resurface FCHS Tennis Courts and Track – 10.04.17	-\$44,400
Less: Replace FCHS Baseball Bleachers – 10.04.17	-\$36,200
Less: Maintenance of Fire Extinguishers – 10.04.17	-\$7,980
Less: Middle School Painting – 12.20.17	-\$32,450
Less: Roof Repairs, Carysbrook Elementary, West Central Primary, FCHS – 12.20.17	-\$8,770
Less: Central Elementary Water Pipe Repair and Clean-up – 04.04.18	-\$35,598
Plus: Insurance Recovery for Central Elementary Water Pipe Repair and Clean-up – 04.04.18	\$27,373
Available:	\$141,005

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MEMORANDUM

Date: May 2, 2018
From: Mary Anna Twisdale – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY17 Year End Audited Total Unassigned Fund Balance:	\$15,855,959
Unassigned Fund Balance – 12% Target Per Policy:	\$8,342,826
Unassigned Fund Balance – Excess Above Policy Target:	\$7,513,133
Less: FY17 to FY18 Automatic Carryovers	-\$23,862
Less: ZXR Water. & Sewer Sys. Amend. to Agrmt. #3 (Dewberry) – 07.05.17	-\$4,500
Less: ZXR Water & Sewer Sys. Project Agreement #4 (Bowman) – 07.05.17	-\$6,880
Less: ZXR Water & Sewer Sys. Project Agreement #11 (Dewberry) – 07.05.17	-\$51,330
Less: ZXR Water & Sewer Sys. Project Agreement #5 (Bowman) – 07.05.17	-\$22,950
Less: ZXR Water & Sewer Sys. Amend. to Agrmt. #6 (Dewberry) – 09.06.17	-\$13,870
Less: ZXR Water & Sewer Sys. Project FY18 Interest Payments – 09.06.17	-\$224,852
Less: ZXR Water & Sewer Sys. Project Agreement #6 (Bowman) – 10.18.17	-\$6,550
Less: FY17-18 Department Carryovers – 11.15.17	-\$105,481
Less: FY17-18 Schools Carryovers – 11.15.17	-\$515,000
Less: Farm Heritage Museum – 11.15.17	-\$54,470
Less: Image Trend Software – 12.20.17	-\$29,750
Less: The Local Choice Adverse Exp. Adj. – 01.31.18	-\$83,033
Less: Updates and Repairs at Carysbrook Field – 02.21.18	-\$25,000
Current FY18 Unassigned Fund Balance– Excess Above Policy Target:	\$6,345,605

County of Fluvanna

Building Official:	Period:
Kevin Zoll	March, 2018

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
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BUILDING PERMITS ISSUED

[illegible]

LAND DISTURBING PERMITS

[illegible]

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING VALUES FOR PERMITS ISSUED														
TOTAL BUILDING VALUES	2014	\$1,902,399	\$458,326	\$1,783,992	\$2,540,111	\$2,570,600	\$3,119,933	\$1,724,192	\$2,586,705	\$1,353,471	\$1,922,260	\$1,461,680	\$2,563,409	\$ 23,987,078
	2015	\$1,384,631	\$1,560,716	\$2,916,520	\$3,567,237	\$2,999,918	\$4,280,357	\$5,272,378	\$3,107,731	\$2,625,563	\$2,203,913	\$1,931,893	\$6,252,403	\$ 38,103,260
	2016	\$1,817,981	\$2,555,455	\$5,542,458	\$3,711,821	\$2,447,891	\$5,181,921	\$3,611,179	\$1,817,783	\$3,089,971	\$1,889,279	\$2,028,590	\$2,937,783	\$ 36,632,112
	2017	\$857,767	\$827,724	\$4,859,777	\$2,066,132	\$1,512,789	\$3,676,118	\$1,904,915	\$2,359,988	\$2,846,545	\$1,957,646	\$1,897,110	\$3,479,285	\$ 28,245,796
	2018	\$2,541,433	\$1,075,551	\$3,544,096										\$ 7,161,080
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2014	135	149	103	180	113	168	173	148	155	167	112	162	\$ 1,765
	2015	105	137	146	214	113	232	193	181	208	206	149	149	\$ 2,033
	2016	116	91	153	157	155	214	249	230	197	181	184	172	\$ 2,099
	2017	159	144	171	141	177	152	202	182	153	183	181	169	\$ 2,014
	2018	163	148	173										\$ 484
FEES COLLECTED														
Building Permits	2014	\$9,160	\$2,655	\$10,041	\$11,601	\$11,808	\$18,950	\$6,913	\$12,848	\$8,080	\$11,602	\$9,740	\$11,568	\$ 124,966
	2015	\$6,731	\$8,351	\$13,711	\$16,037	\$13,508	\$16,628	\$14,931	\$18,895	\$10,411	\$8,558	\$10,381	\$9,575	\$ 147,717
	2016	\$11,850	\$11,954	\$11,576	\$14,889	\$8,447	\$18,588	\$12,947	\$7,537	\$11,285	\$12,548	\$8,361	\$11,213	\$ 141,195
	2017	\$4,060	\$3,660	\$22,692	\$9,249	\$6,703	\$11,948	\$9,494	\$7,790	\$13,169	\$6,895	\$9,022	\$12,886	\$ 117,568
	2018	\$8,988	\$4,311	\$9,939										\$ 23,238
Land Disturbing Permits	2014	\$2,125	\$1,225	\$2,400	\$2,300	\$1,310	\$8,500	\$2,739	\$2,850	\$625	\$2,839	\$2,450	\$2,850	\$ 32,213
	2015	\$1,775	\$875	\$1,425	\$3,425	\$1,750	\$1,850	\$2,325	\$3,338	\$1,085	\$2,819	\$10,450	\$2,298	\$ 33,415
	2016	\$3,200	\$2,575	\$1,700	\$1,950	\$2,250	\$2,200	\$4,020	\$875	\$28,074	\$2,000	\$1,450	\$1,200	\$ 51,494
	2017	\$475	\$800	\$7,000	\$1,523	\$2,366	\$2,425	\$1,733	\$7,784	\$2,100	\$2,050	\$1,000	\$1,625	\$ 30,881
	2018	\$1,450	\$5,975	\$1,890										\$ 9,315
Zoning Permits/ Proffers	2014	\$1,000	\$250	\$1,800	\$1,100	\$14,200	\$2,400	\$1,050	\$19,900	\$1,400	\$1,350	\$950	\$1,700	\$ 47,100.00
	2015	\$1,200	\$1,000	\$1,650	\$2,600	\$1,500	\$1,850	\$1,850	\$2,400	\$1,650	\$1,050	\$900	\$850	\$ 18,500.00
	2016	\$1,150	\$1,250	\$1,800	\$2,450	\$1,650	\$2,700	\$1,150	\$1,150	\$1,900	\$1,050	\$900	\$850	\$ 18,000.00
	2017	\$400	\$1,000	\$2,400	\$950	\$1,500	\$1,800	\$1,245	\$1,250	\$1,600	\$1,050	\$1,250	\$1,550	\$ 15,995.00
	2018	\$1,400	\$800	\$1,750										\$ 3,950.00
TOTAL FEES COLLECTED	2014	\$12,285	\$4,130	\$14,241	\$15,001	\$27,318	\$29,850	\$10,702	\$35,598	\$10,105	\$15,791	\$13,140	\$16,118	\$ 204,279
	2015	\$9,706	\$10,226	\$16,786	\$22,062	\$16,578	\$20,328	\$19,106	\$24,633	\$13,146	\$12,427	\$21,731	\$12,723	\$ 199,452
	2016	\$16,200	\$15,779	\$15,076	\$19,289	\$12,347	\$23,488	\$18,117	\$9,562	\$41,259	\$15,348	\$11,411	\$13,763	\$ 211,639
	2017	\$4,935	\$5,460	\$32,092	\$11,722	\$10,569	\$16,173	\$12,472	\$16,824	\$16,869	\$9,995	\$11,272	\$16,061	\$ 164,444
	2018	\$11,838	\$11,086	\$13,579	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 36,503