



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

October 17, 2018 at 7:00 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

J Zoning Text Amendment ZTA 18:05—Brad Robinson, Senior Planner

K Zoning Text Amendment ZTA 18:06—Brad Robinson, Senior Planner

7 – ACTION MATTERS

L Fire Hydrant Installation CIP Project – Eric Dahl, DCA/Finance Director

M Authorization to Advertise for Public Hearing – Piedmont Public Safety Communications System — Steven M. Nichols, County Administrator

Mc Authorization to Advertise for Public Hearing – Zion Crossroads Water/Sewer System Property Acquisition —Steven M. Nichols, County Administrator

N Sheriff’s Department Accretion of Duties Pay Increase - Jessica Rice, HR Manager

O Restructuring of Sheriff’s Department Command Staff - Jessica Rice, HR Manager

P General Professional Engineering & Architectural Services Term Contract- Draper Aden Associates— Cyndi Toler, Purchasing Officer

Q General Professional Engineering & Architectural Services Term Contract- Crabtree, Rohrbaugh & Associates—Cyndi Toler, Purchasing Officer

7A – APPOINTMENTS

Board, Commission, and Committee Appointments – Steven M. Nichols, County Administrator

- R
- Parks & Recreation Advisory Board
 - Fluvanna Partnership for Aging
 - Palmyra Area Revitalization Committee (PARC)

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

S Louisa Regional Business Park—Andy Wade, Louisa County Economic Development Director

T Fluvanna Partnership for Aging Update – Curtis Putnam, FPA Chair

U Zion Crossroads Water and Sewer System Construction Bid Update—Cyndi Toler, Purchasing Officer

9 – CONSENT AGENDA

V Minutes of October 3, 2018—Kelly Belanger Harris, Clerk to the Board

- W Accounts Payable Report, September 2018—Eric Dahl, Deputy County Administrator/Finance Director
- XYZ Products and Services Agreement With CenturyLink Sales Solutions, Inc—Cyndi Toler, Purchasing Officer
- A CRMF Request - FSPCA Renovations & Repairs—Wayne Stephens, Director of Public Works/County Engineer
- B CRMF Request - Palmyra Rescue Squad—Wayne Stephens, Director of Public Works/County Engineer
- C Proclaiming October Domestic Violence Prevention Month—Kelly Belanger Harris, Clerk to the Board

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN

County Administrator Review

PLEDGE OF ALLEGIANCE

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

ORDER

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

PUBLIC HEARING RULES OF PROCEDURE

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



COUNTY OF FLUVANNA

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

2018-2019 STRATEGIC INITIATIVES AND ACTIONS

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB J

Meeting Date:	October 17, 2018				
AGENDA TITLE:	Zoning Text Amendment ZTA 18:05				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 18:05, An Ordinance to Amend Chapter 22, Article 7 of the Fluvanna County Code By Certain Amendments to Section and Subsection 22-7-8, Thereof, Concerning Permitted Residential Density in the R-3 District. The public purpose of these amendments is to bring density allowances in line with the Comprehensive Plan.				
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):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on September 11, 2018, the Planning Commission recommended approval of ZTA 18:05 (5-0); Mr. Lagomarsino moved to approve and Mrs. Murray-Key seconded. AYES: Bibb, Johnson, Lagomarsino, Murray-Key and Zimmer.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to increase gross residential density in the R-3 District subject to a special use permit.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment on June 6, 2018. Planning Commission formally reviewed the request on September 11, 2018 and recommended approval.				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 18:05

From: Brad Robinson
Date: October 17, 2018

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, October 17, 2018 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- *Amend Chapter 22, Article 7 of the Fluvanna County Code By Certain Amendments to Section and Subsection 22-7-8, Thereof, Concerning Permitted Residential Density in the R-3 District. The public purpose of these amendments is to bring density allowances in line with the Comprehensive Plan.*

Background

Project Timeline:

Shimp Engineering submitted an application on July 7, 2017 for making 2.9 units per acre a by-right density in the R-3 zoning district with an ability to increase gross residential density to 10 units per acre via the Special Use Permit process. The item was discussed at Planning Commission meetings on July 11, 2017; August 8, 2017; March 13, 2018; April 10, 2018; and June 8, 2018.

On June 6, 2018 the Planning Commission voted unanimously to authorize a future public hearing.

Analysis

The 2015 Comprehensive Plan encourages a residential density of 10 dwelling units per acre (du/ac) in the Zion Crossroads Community Planning Area and 6 du/ac in the Rivanna Community Planning Area. However, the highest density currently allowed by the zoning ordinance is 2.9 du/ac in the R-3, Residential Planned Community District. This density can be a significant restraint for multi-family residential uses.

The proposed amendment adds a provision to increase density in the R-3 zoning district above the current maximum of 2.9 du/ac to a maximum of 10 du/ac, subject to a special use permit approval. Density equaling 2.9 du/ac or less would continue to be allowed by right.

Special Use Process

Currently there is no explicitly listed mechanism for increasing density above what is permitted. This amendment adds language stating that any density greater than 2.9 du/ac (up to a gross maximum of 10 du/ac) will require a Special Use Permit.

Comprehensive Plan

The proposed amendment to the zoning ordinance as outlined above will help the County achieve several goals as set forth in the 2015 Comprehensive Plan:

Chapter 2 Land Use and Community Design Goal:

A.1: “Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, and to protect the rural preservation area...”

Chapter 8 Housing Goals:

A.1.: “Create zoning that enables increased residential density in the growth areas, and allows for mixed-use and mixed-income developments including residences above storefronts.”

B.1: “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”.

B.2: “Allow for a mix of housing types and densities in individual developments (single and multifamily) as appropriate for the area and existing or planned infrastructure.”

Planning Commission

The Planning Commission reviewed this proposal at their meeting on September 11, 2018 and recommended approval by a vote of 5-0. Mr. Lagomarsino moved to approve, and Mrs. Murray-Key seconded. No one spoke during the public hearing.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will:

- Bring density allowances in line with the Comprehensive Plan.
- Make the Zoning Ordinance conform with the goals of the 2015 Comprehensive Plan

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 18:05, An Ordinance to Amend Chapter 22, Article 7 of the Fluvanna County Code By Certain Amendments to Section and Subsection 22-7-8, Thereof, Concerning Permitted Residential Density in the R-3 District. The public purpose of these amendments is to bring density allowances in line with the Comprehensive Plan.

Attachments:

A: Proposed Ordinance

***AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 7 OF THE FLUVANNA COUNTY
CODE BY CERTAIN AMENDMENTS TO SECTION AND SUBSECTION 22-7-8,
THEREOF, CONCERNING PERMITTED RESIDENTIAL DENSITY IN THE R-3
DISTRICT***

*BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the County
Code be, and it is hereby, amended, in Chapter 7 by changes to subsection 22-7-8:*

(C) Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennae and radio aerials may be erected to a height of sixty feet (60') from grade. Parapet walls may be up to four feet (4') above the height of the building on which the walls rest.

(D) No accessory building which is within fifteen feet (15') of any property lot line shall be more than one (1) story high. All accessory buildings and structures, other than those permitted under subsection (C) above, shall be less than the main building or structure in height.

Sec. 22-6-10. Off-street parking.

Off-street parking shall conform with Article 26: Off-Street Parking and Loading Spaces of this Chapter.

Sec. 22-6-11. Sign regulations.

Sign regulations shall conform with Article 15 of this Chapter.

Article 7. Residential, Planned Community, District R-3.

Sec. 22-7-1. Statement of intent.

This district is intended to permit compact village-style residential development and associated institutional uses, community serving mixed uses, open spaces, and creative design in accordance with a master plan. The development should occur in a manner that will protect and preserve the natural resources, trees, watersheds, contours and topographic features of the land; and to protect and enhance the natural scenic beauty of the area and support. The scale of the housing and the commercial use should be appropriate to support the residential needs at a neighborhood scale.

Sec. 22-7-2. Establishment -- Request and master plan.

Request for establishment of a residential planned community shall be made initially to the planning commission and subsequently to the governing body accompanied by a "Master Plan" for the proposed community.

Sec. 22-7-3. Same -- Application.

(A) The applicant shall submit a sketch plan and meet with the Planning Director for a pre-proposal conference.

(B) Applicant submits a Preliminary Master Plan to the Planning Director. Within ten (10) days the Planning Director shall review the preliminary master plan application for completeness, and if it is incomplete, so notify the subdivider, specifying instructions for its completion.

(C) After it is determined to be complete, the applicant shall furnish with a rezoning application for establishment of a Residential Planned Community, thirty (30) copies of a Preliminary Master Plan prepared by a surveyor, engineer, landscape architect, or architect, duly authorized by the State to practice as such.

(D) After approval, R-3 zoning is established and the master plan governs development of the site. The master plan may be amended with the approval by the Planning Commission of a master plan amendment.

Sec. 22-7-4. Required information on preliminary master plan.

The location of the open areas which shall comprise not less than twenty-five percent (25%) of the whole. The open areas shall include parks, recreation facilities, residential clubhouse grounds, lakes, trails, and land or water left in undisturbed natural condition and unoccupied by building lots, structures, streets and roads and parking lots. This area may be used for active recreation facilities identified in Section 22-7-12. The open areas of the tract shall be delineated due to their noteworthy features and value to the continued rural character of the county, including, but not limited to, lands with high scenic, open space and water quality protection values including riparian corridors and wildlife habitat; high environmental sensitivity such as steep slopes, wetlands, floodplains; high recreational value and/or having noteworthy historical, archaeological or cultural features.

The Preliminary Master Plan shall contain the following information:

(A) The general location of the various types of land uses, including the general location of any village centers, and the residential density classifications of each residential area;

(B) The areas designated for residential development, with maximum proposed number of units, density calculations, and plot plans of typical units provided;

(C) The areas designated for commercial and/or institutional development, with maximum proposed square footages and floor area ratios indicated. The location of all buildings and improvements, and their proposed use, other than single-family dwellings, and the location of any public buildings shall be shown;

(D) The street layout, with indication of which streets are to be dedicated to public use and which are to be held in private ownership, and a brief description of maintenance arrangements; street functional classification; and proposed street cross-sections;

(E) The pedestrian and bicycle facilities, including sidewalks and trails, with proposed cross-sections;

(F) The orientation of the Preliminary Master Plan to the surrounding community by extending the overall development and preservation pattern, tree protection and buffers, general building design, covenants and restrictions;

(G) The general location of all public and private roads;

(H) The adequate provision for general sewer, storm drainage, and water supply;
and

(I) The Preliminary Master Plan shall also demonstrate its compliance with the county's Comprehensive Plan.

(Ord. 12-16-15)

Sec. 22-7-5. Development -- Final master plan.

(A) Submitting the Final Master Plan:

(1) The applicant shall submit five (5) copies of the final Master Plan to the Planning Director. The final plan shall have been prepared by a licensed surveyor, engineer, landscape architect, or architect.

(2) The final plans shall be consistent with the Preliminary Master Plan as approved. The applicant may vary from the approved Preliminary Master Plan to any degree if it does not vary the basic concept or character of the development.

(3) Any departure from the approved Preliminary Master Plan must be approved by the Planning Commission.

(B) The Final Master Plan must contain:

(1) All the Preliminary Master Plan Information;

(2) The location of the existing and proposed property lines;

(3) The plans and specifications for roads, pedestrian facilities, parking areas, Stormwater Management facilities, water and sewer system, active recreational facilities, and any other infrastructure elements proposed and shall be in compliance with Virginia Stormwater Management Regulations;

(4) Any and all proposed Homeowners Association documents for review and approval by the county attorney; if any roads, open space, or other facilities are proposed for ownership by such association;

(5) A final plat meeting the requirements of Chapter 19: Subdivisions of this Code;

(6) A Site Development Plan for any commercial, institutional, multi-family meeting the requirements of Chapter 22-23: Site Development Plans of this Code;

(7) A performance bond for improvements as provided in Chapter 19: Subdivisions of this Code;

(8) A proposed deed of easement including restrictions safeguarding the permanent use of open areas and preventing encroachment thereupon and any deeds for any land dedicated to the county as part of the Master Plan for review and approval by the county attorney.

After the Final Plan and deed of dedication have been approved by both the Planning Director and the county attorney as being in conformity with this chapter and the Preliminary Master Plan, the Final Plan shall be approved for recordation and recorded. Thereafter, no modification may be made in any Final Plan except by an amended Final Master Plan submitted as provided for the original Final Master Plan.
(Ord. 12-16-15)

Sec. 22-7-6. Reserved.

Sec. 22-7-7. Additional land.

Additional land area may be added to an existing Residential Planned Community if it is adjacent, is not separated by a public road, and forms a logical addition to the existing Residential Planned Community. The land must also be under the same ownership or control as the Residential Planned Community.

The procedure for an addition shall be the same as if an original application were filed, and all of the requirements of this Chapter shall apply.

Sec. 22-7-8. Permitted residential density.

Maximum gross residential density: 2.9 residential units per acre.

Maximum gross residential density between 3 and 10 residential units per acre may be permitted by special use permit only.

Sec. 22-7-9.1. Uses permitted by right.

The following uses shall be permitted by right:

Agricultural Uses

Conservation areas

Civic Uses

Public parks and recreational areas

Public uses

Commercial Uses

Bakeries

Butcher shops

Financial institutions

Home occupations

Medical clinics

Offices

Personal improvement services

Personal service establishments

Pharmacies

Restaurants, general

Restaurants, small

Retail stores, general

Retail stores, neighborhood convenience

Retail stores, specialty

Studios, fine arts

Miscellaneous Uses

Accessory uses

Greenhouses, non-commercial

Kennels, private

Marinas, private non-commercial

Utilities, minor

Residential Uses

Dwellings, accessory

Dwellings, multi-family

Dwellings, single-family attached

Dwellings, single-family detached
Dwellings, townhouse
Dwellings, two-family
Group homes
(Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-7-9.2. Uses permitted by special use permit only.

The following uses shall be permitted by special use permit only:

Agricultural Uses

Equestrian facilities

Civic Uses

Educational facilities

Public assembly

Public recreation assembly

Religious assembly

Commercial Uses

Adult retirement communities

Assisted living facilities

Bed and breakfasts

Car washes

Daycare centers

Family daycare homes

Gas stations

Grocery stores

Hospitals

Hotels

Laundromats

Lodges

Nursing homes

Outdoor recreation facilities

Restaurants, fast food

Self-storage facilities
Taxidermists
Veterinary offices

Miscellaneous Uses

Telecommunication facilities
Utilities, major

(Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-7-10. Limitations.

(A) Commercial uses shall be located in "Village Centers" shown on the Final Master Plan and on the Final Plan, Village Centers shall be light commercial and office areas.

(B) The amount of commercial area will be determined by the approved Final Master Plan.

(C) The scale of the services provided in the Village Center shall be to provide neighborhood shopping and business convenience for nearby residential areas.

(D) No trailer parks, trailer camps, or trailer courts may be permitted.

(E) Uses in a Residential Planned Community shall be permissible only in the general location shown on the approved Master Plan as previously set forth.

Sec. 22-7-11. Building location and design requirements.

(A) The proposed location, arrangement, and design of nonresidential structures shall not be a detriment to the existing adjacent areas, and the prospective development of the Residential Planned Community. Therefore, structures shall be designed in a manner to facilitate the creation of a convenient, attractive and harmonious community.

(B) Open spaces between structures shall be protected where necessary by adequate covenants, conveyances, or dedications running with the land. The lot size, setback lines, lot coverage, width and frontage on the public street will be determined by the approved Master Plan.

Sec. 22-7-12. Recreation requirements.

Active Recreation facilities may be located within the required open space and shall be provided as follows unless specifically exempted by an approved proffer:

Group A

Bicycling, walking, fitness, and equestrian trails, open play area (minimum ½ acre), sitting area, picnic table units, tot lot equipment, community gardens that may be located within the required open space

Group B

Picnic shelter (3-4 picnic table units with grill), tennis court(s), multi-use court, active playground with equipment.

Group C

Community Center/Clubhouse/ Fitness Center, Indoor Swimming Pool, Athletic fields for private unorganized activities (Baseball, football/soccer) – minimum 2 acres

≤ 14 Residential Units

Group A - Choice of two or more
Minimum of one acre of recreation area

15-60 Residential Units

Group A – Choice of two or more
Group B – Choice of two or more
Minimum of three acres of recreation area

61- 100 residential units

Group A – Choice of three
Group B- Choice of three
Minimum of six acres of active recreation

101 + residential units

Group A- Choice of three
Group B – Choice of three
Group C – Choice of one
Minimum of eight acres of active recreation

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

TAB K

Meeting Date:	October 17, 2018				
AGENDA TITLE:	Zoning Text Amendment ZTA 18:06				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 18:06, an ordinance to amend Chapter 22 of the Fluvanna County code by the amendment of Section 22-4-2.1, regarding uses permitted by right in the A-1 Agricultural District relating to “studios, fine arts”; Section 22-15-3 regarding certain signs in the A-1 Agricultural, the R-1, R-2, R-4 and MHP residential districts, relating to home occupations; Section 22-22-1, Definitions, relating to home occupations and studios, fine arts; and by the addition of a Subsection 22-17-19 providing general standards for home occupations. The public purpose of these amendments is to promote good planning practice and economic development.				
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):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on September 11, 2018, the Planning Commission recommended approval of ZTA 18:06 (5-0); Mr. Zimmer moved to approve and Mrs. Murray-Key seconded. AYES: Bibb, Johnson, Lagomarsino, Murray-Key and Zimmer.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to add additional provisions and flexibility for home occupations / home-based businesses.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment on August 7, 2018. Planning Commission formally reviewed the request on September 11, 2018 and recommended approval.				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 18:06

From: Brad Robinson
Date: October 17, 2018

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday, October 17, 2018 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- *Amend Chapter 22 Of The Fluvanna County Code By The Amendment Of Section 22-4-2.1, Regarding Uses Permitted By Right In The A-1 Agricultural District Relating To "Studios, Fine Arts"; Section 22-15-3 Regarding Certain Signs In The A-1 Agricultural, The R-1, R-2, R-4 and MHP Residential Districts, Relating To Home Occupations; Section 22-22-1, Definitions, Relating To Home Occupations And Studios, Fine Arts; And By The Addition Of A Subsection 22-17-19 Providing General Standards For Home Occupations. The public purpose of these amendments is to promote good planning practice and economic development.*

Background

Project Timeline:

A group of citizens from the Fluvanna Leadership Development Project (FLDP) class approached county staff in the spring of 2017 about a desire to change county zoning regulations for local artisans desiring to participate in an artisans trail. Citizen comment occurred at the July 11, 2017 Planning Commission meeting. The Planning Commission continued discussion at meetings on February 13, 2018; April 10, 2018; June 8, 2018; and August 7, 2018.

On August 7, 2018 the Planning Commission voted unanimously to authorize a future public hearing.

Analysis

Currently home-based businesses involve three use classifications, including home occupations, small home industries and fine arts studios. While home occupations are permitted by right in the A-1 District, small home industries and fine arts studios require approval of a special use permit. The primary distinction between a home occupation and a small home industry concerns use of the dwelling versus an accessory building. By definition a home occupation is confined to the

dwelling whereas small home industries and fine art studios are typically located in an accessory building.

The proposed amendments to the Fluvanna County Zoning Ordinance are intended to provide more flexibility and loosen restrictions for home-based businesses. The specific amendments include:

- Amend the A-1 District uses permitted by right in Section 22-4-2.1 to include “Studios, fine arts”;
- Amend sign regulations in Section 22-15-3 to reduce home occupation signage to four (4) square feet consistently;
- Amend the definition for “Home occupation” in Section 22-22-1;
- Amend the definition for “Studios, fine arts” in Section 22-22-1 to include a provision that any such studio exceeding the requirements of a home occupation shall require approval of a special use permit: and
- Add Section 22-17-19 to provide associated standards for “Home occupation”.

The proposed amendment to the sign regulations in Section 22-15-3 is a result of Planning Commission discussion and request to staff as part of developing the home occupation standards.

The enclosed ordinance contains the full text of the proposed changes. The proposed standards for home occupations will regulate issues such as size, noise and product display.

(Attachment A)

Comprehensive Plan

The proposed amendment to the zoning ordinance as outlined above will help the County achieve several goals as set forth in the 2015 Comprehensive Plan:

Chapter 2 Land Use and Community Design Goals:

A.1: “Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses ...”

Chapter 5 Economic Development Goals:

B: “To protect rural areas through economic development.”

B.3: “Support the development of local economies, locally owned businesses, and entrepreneurial opportunities, particularly those that are of rural character and will require little provision of infrastructure.”

B.5: “Consider designating, as by-right, some uses which currently require special use permits.”

Planning Commission

The Planning Commission reviewed this proposal at their meeting on September 11, 2018. Four persons spoke during the public hearing in support of the proposal. The Planning Commission recommended approval by a vote of 5-0. Mr. Zimmer moved to approve, and Mrs. Murray-Key seconded.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will:

- Allow greater flexibility for home-based businesses.
- Ease the financial burden of having to obtain special use permit approval in certain situations.
- Promote economic development activity in the County.

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 18:06, an ordinance to amend Chapter 22 of the Fluvanna County code by the amendment of Section 22-4-2.1, regarding uses permitted by right in the A-1 Agricultural District relating to “studios, fine arts”; Section 22-15-3 regarding certain signs in the A-1 Agricultural, the R-1, R-2, R-4 and MHP residential districts, relating to home occupations; Section 22-22-1, Definitions, relating to home occupations and studios, fine arts; and by the addition of a Subsection 22-17-19 providing general standards for home occupations. The public purpose of these amendments is to promote good planning practice and economic development.

Attachments

A: Proposed Ordinance

**AN ORDINANCE TO AMEND CHAPTER 22 OF THE FLUVANNA COUNTY
CODE BY THE AMENDMENT OF SECTION 22-4-2.1, REGARDING USES
PERMITTED BY RIGHT IN THE A-1 AGRICULTURAL DISTRICT RELATING TO
“STUDIOS, FINE ARTS”; SECTION 22-15-3 REGARDING CERTAIN SIGNS IN THE
A-1 AGRICULTURAL, THE R-1, R-2, R-4 AND MHP RESIDENTIAL DISTRICTS,
RELATING TO HOME OCCUPATIONS; SECTION 22-22-1, DEFINITIONS,
RELATING TO HOME OCCUPATIONS AND STUDIOS, FINE ARTS; AND BY THE
ADDITION OF A SUBSECTION 22-17-19 PROVIDING GENERAL STANDARDS FOR
HOME OCCUPATIONS**

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Sections 15.2-2285, that the Fluvanna County Code be, and it is hereby, amended in Section 22-4-2.1 regarding “Studios, Fine Arts”; by the amendment of Section 22-15-3 regarding certain signs in the A-1 Agricultural, the R-1, R-2, R-4 and MHP residential districts, relating to home occupations; by the amendment of Section 22-22-1, definitions, relating to home occupations and studios, fine arts; and by the addition of a subsection 22-17-19 regarding general standards for home occupations; as follows:

Sec. 22-4-2.1. Uses permitted by right.

The following uses shall be permitted by right:

.....
Commercial Uses

Family daycare homes

Home occupations

Studios, fine arts

.....

.....

Sec. 22-15-3. Signs permitted.

(1) Agricultural (A-1) – The following signs shall be permitted in the A-1, Agricultural, General zoning district:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet

Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft. 12 sq. ft.	4 feet
Projecting Sign	1 per establishment	9 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet
Wall Sign	1 per public road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

*No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(2) Residential (R-1, R-2, R-4, MHP) – The following signs shall be permitted in the R-1, Residential, Limited; R-2, Residential, General; R-4, Residential, Limited; and MHP, Manufactured Home Park zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Business Sign	1 per parcel	32 sq. ft. (freestanding or monument)	10 feet
Entrance Sign	1 per entrance	12 sq. ft.	4 feet
Home Occupation Sign	1 per parcel	4 sq. ft. 9 sq. ft.	4 feet
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road frontage	32 sq. ft.	8 feet

.....

Sec. 22-17-19. Home Occupation – General Standards

- a) These provisions are adopted in recognition that certain small-scaled commercial activities may be appropriate accessory uses within residential dwellings. The character and scale of such commercial activities must be subordinate and incidental to the principal use of the premises for dwelling purposes and must be consistent with the

predominant residential character of the property and/or surrounding neighborhood. In addition, these provisions are intended to limit the size of such home occupations so as to not create an unfair competitive advantage over businesses located in commercially zoned areas.

b) The general standards applicable to all home occupations are as follows:

1. The maximum floor area permitted for a home occupation shall be 25 percent of the finished floor area of the dwelling unit. More than one home occupation may be permitted provided the total floor area used for all home occupations does not exceed 25 percent.
2. An accessory building or structure may be used with the home occupation, provided that the total floor area devoted to the home occupation in the accessory structure and dwelling unit does not exceed 25 percent of the finished floor area of the dwelling unit.
3. Outside storage of goods, products, equipment, or other materials associated with the home occupation shall be prohibited.
4. In the A-1 zoning district, one (1) person who is not a permanent resident of the dwelling may be engaged or employed in the home occupation.
5. The use, sale or storage of toxic, explosive, flammable, radioactive, or other hazardous materials in conjunction with a home occupation shall be prohibited.
6. No use permitted only in districts I-1 and/or I-2 shall be permitted as a home occupation.
7. Lessons in the applied arts shall be permitted, provided the class size for any lesson does not exceed ten (10) students at any one (1) time. Special events such as recitals shall be permitted on an incidental basis.
8. All signs related to home occupations shall comply with the county zoning ordinance, including but not limited to Article 15 therein.
9. All home occupations shall comply with Chapter 15.1 of the County Code concerning noise. No activity in conjunction with a home occupation shall be conducted before 7:00 a.m. or after 10:00 p.m. that adversely impacts or disturbs adjoining property owners.
10. The operation of the home occupation shall not be permitted to significantly exceed, expand, or alter the residential nature of the dwelling unit and/or accessory structure, including but not limited to the following:
 - a) The color, material, construction, or lighting of the exterior of the dwelling unit or accessory structure;
 - b) The parking and type and volume of traffic connected with the dwelling unit and/or accessory structure, including commercial deliveries and pickups;
 - c) The demand for water and sewer services to the extent that usage might meet the commercial usage threshold;

- d) Vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the premises or through common walls. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises or through common walls.

.....

Sec. 22-22-1. Rules of construction; definitions.

.....

Home occupation: An accessory use of a dwelling unit and/or an accessory structure for gainful employment involving the production, provision, or sale of goods and/or services, which is clearly incidental to or secondary to the residential use of a parcel. Home occupations shall include the rental of rooms to tourists. Home occupations must be conducted in accordance with all applicable federal, state and local statutes and regulatory requirements. ~~An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no one is employed other than members of the family residing on the premises, there is no substantial increase in traffic, and provided that not more than twenty five (25%) of the gross floor area of such dwelling shall be used for such occupation.~~

.....

Studio, fine arts: A building, or portion thereof, used as a place of work by a sculptor, artist, or photographer; or used as a place to exhibit and offer for sale works of the visual arts (other than film). A fine arts studio exceeding the requirements for a home occupation shall require approval of a special use permit.

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

TAB L

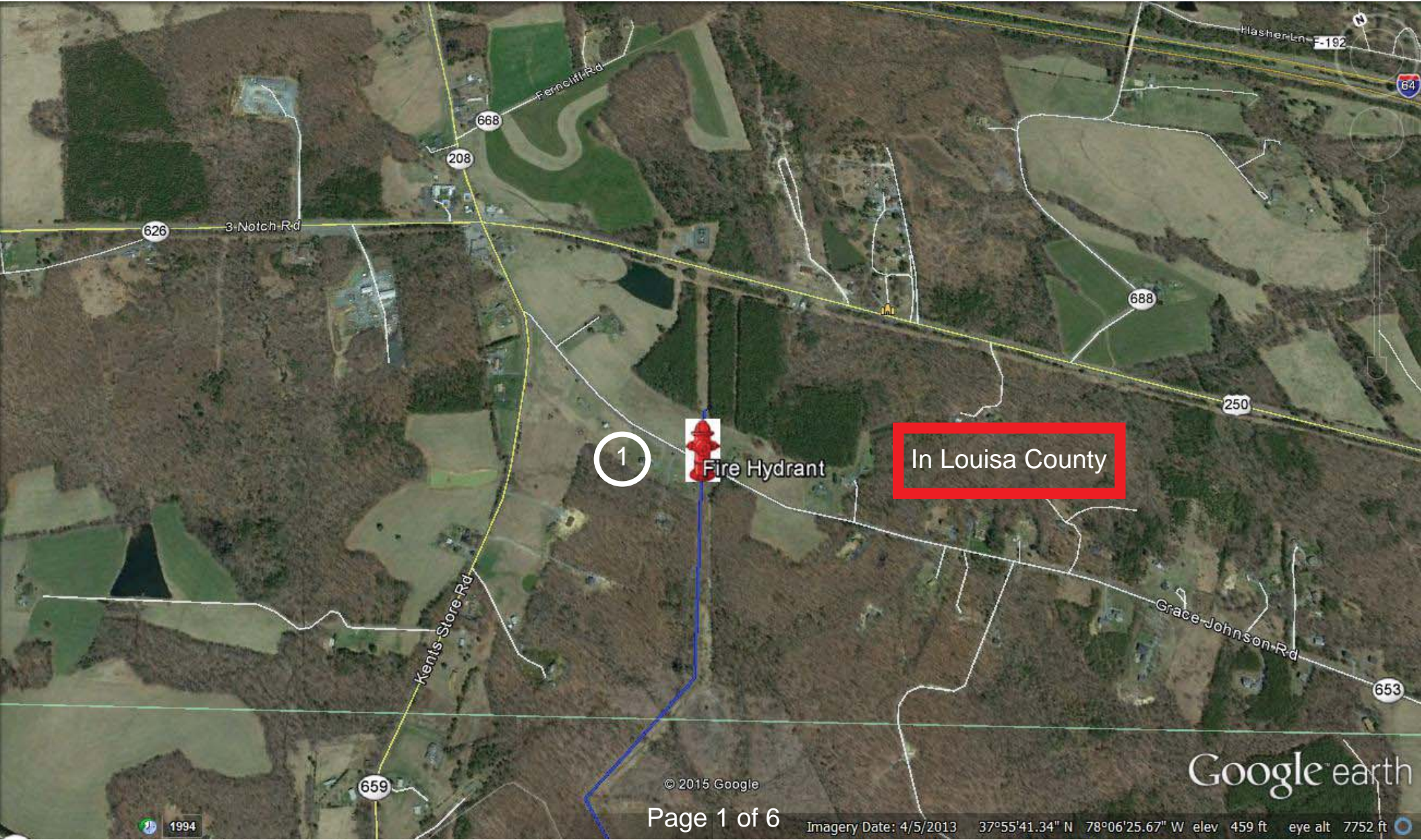
MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Fire Hydrant Installation CIP Project Supplemental Appropriation				
MOTION(s):	I move that the Board of Supervisors approve a supplemental appropriation of \$142,500 from Unassigned Fund Balance to the FY19 CIP Budget for the Fire Hydrant Installation project along the James River Water Project pipeline.				
STRATEGIC INITIATIVE?	Yes X	No	If yes, list initiative(s):		C8
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Finance Director				
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"> When Louisa County received approval to build the James River Water Project pipeline through the eastern part of Fluvanna County, it was negotiated that Fluvanna County would be able to install fire hydrants along the pipeline, with Fluvanna responsible for the cost Staff had previously provided the Board with estimates to install fire hydrants along the pipeline at \$200K The actual cost to install the fire hydrants has come in at \$142,500 Having fire hydrants along the eastern part of the County will be a safety benefit for Fluvanna County citizens. 				
FISCAL IMPACT:	The following FY19 budget changes will be made: <ul style="list-style-type: none"> Increase: CIP Fire Hydrant Installation project - \$142,500 Increase: Use of Unassigned Fund Balance - \$142,500 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Fire Hydrants Location Map				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

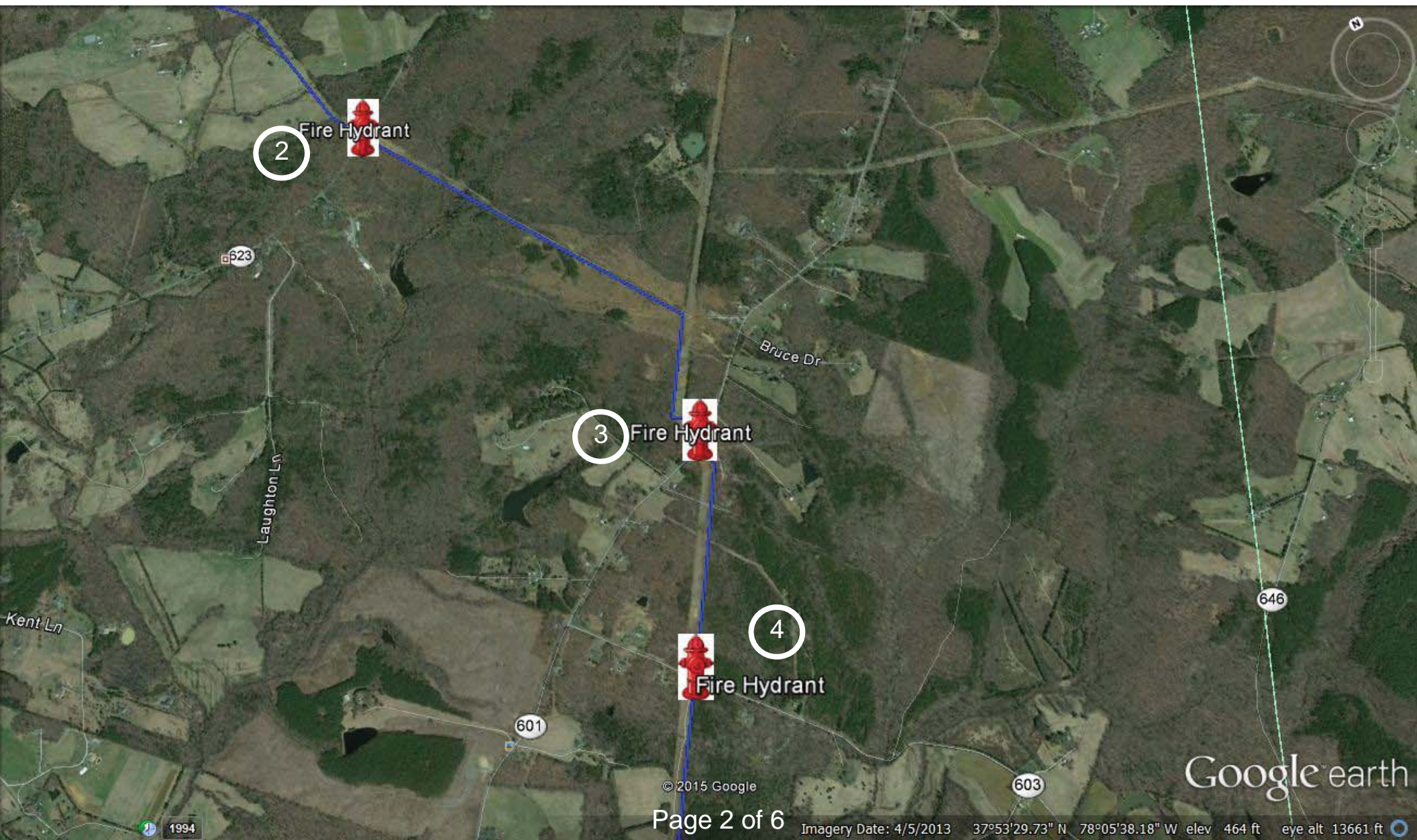
November 3, 2016

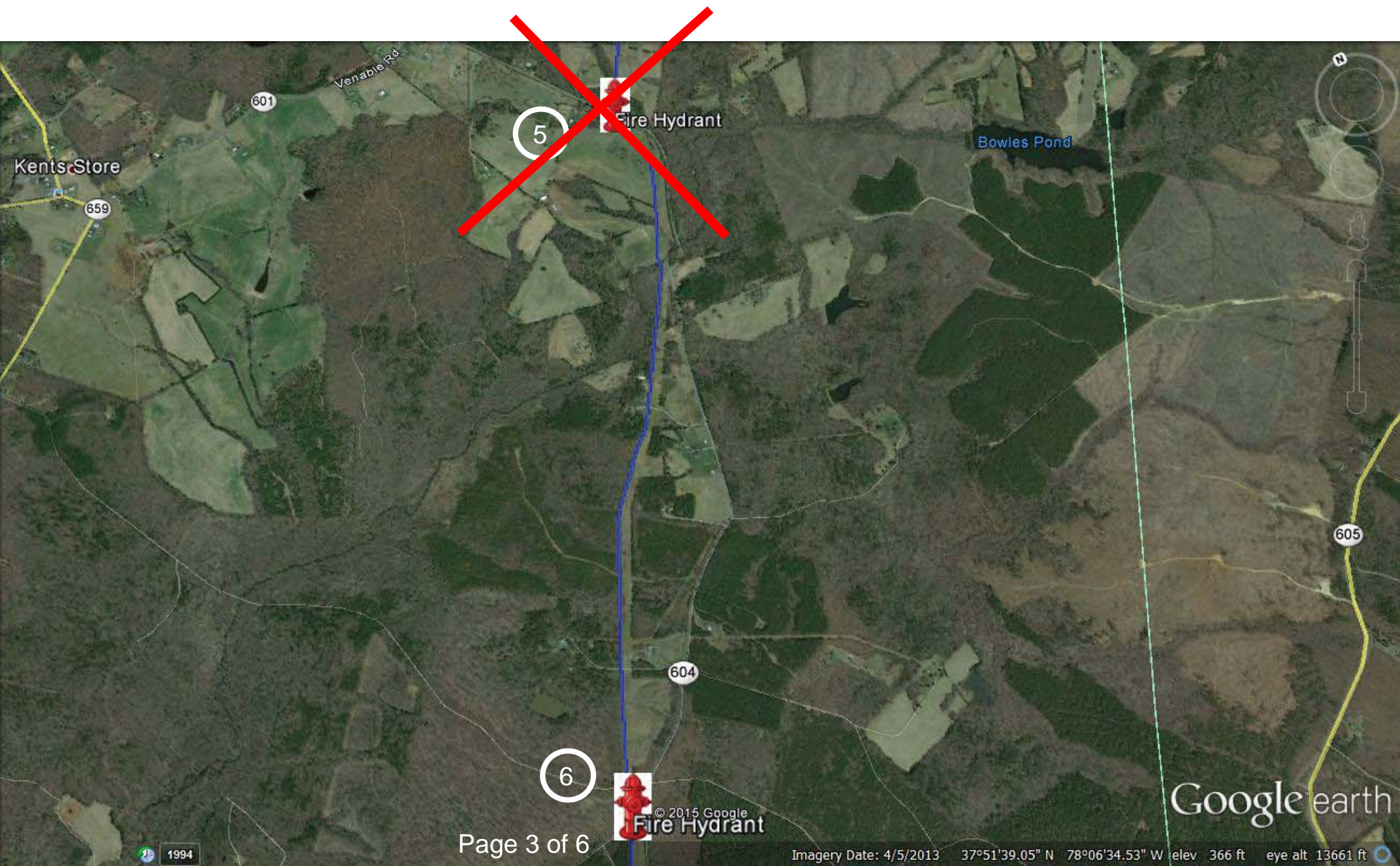
Location of New Fire Hydrants Along the James River Raw Water Pipeline Route in Fluvanna County and Louisa County

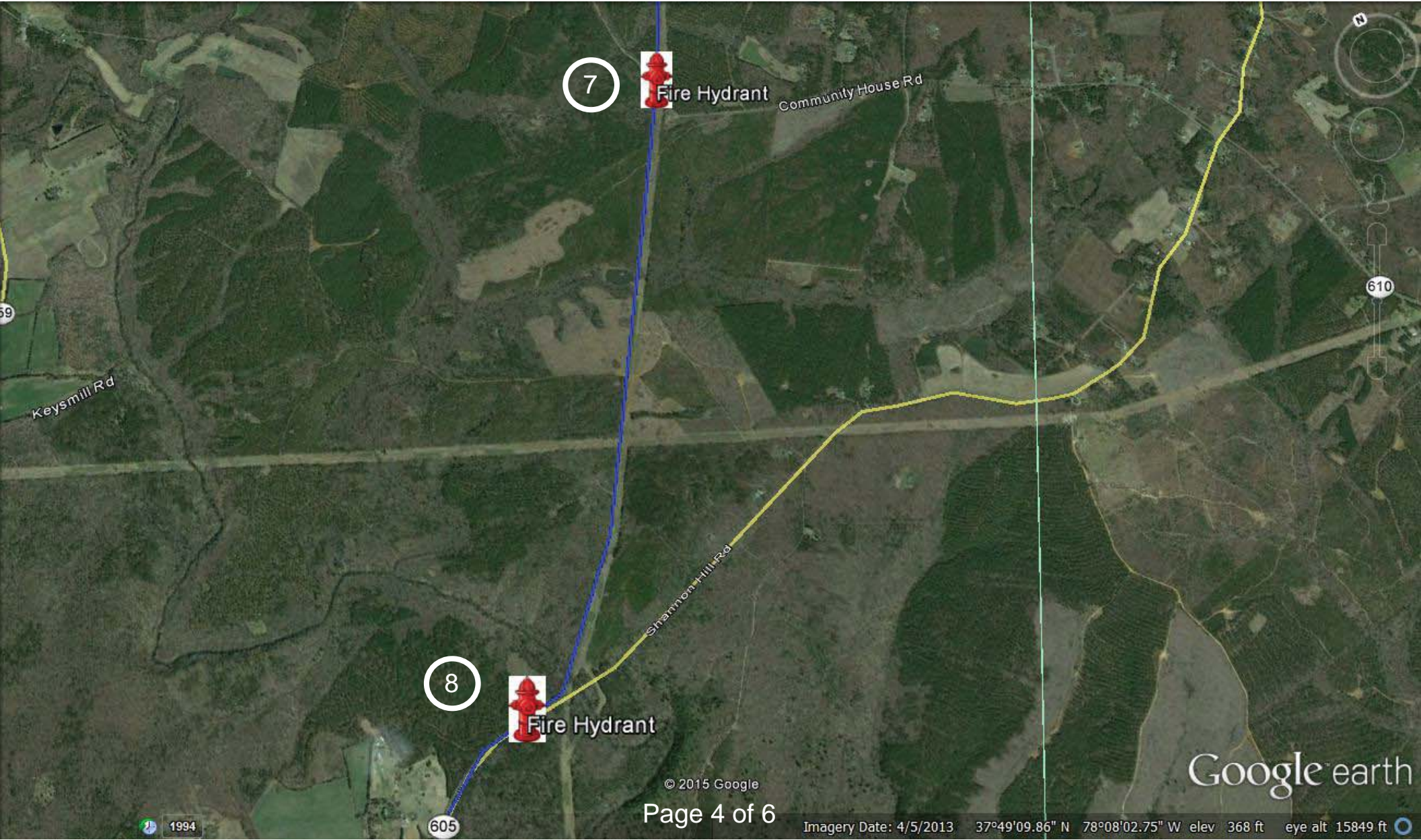
(Pictured in North to South Sequence)

- Fluvanna County will fund Hydrants # 2, 3, 4, 6, 7, 8, 10, 11, 12
- Louisa and Fluvanna will jointly fund (50/50) Hydrant # 1 (located in Louisa County)
- Hydrants # 5, 9, 13, 14 are not required.

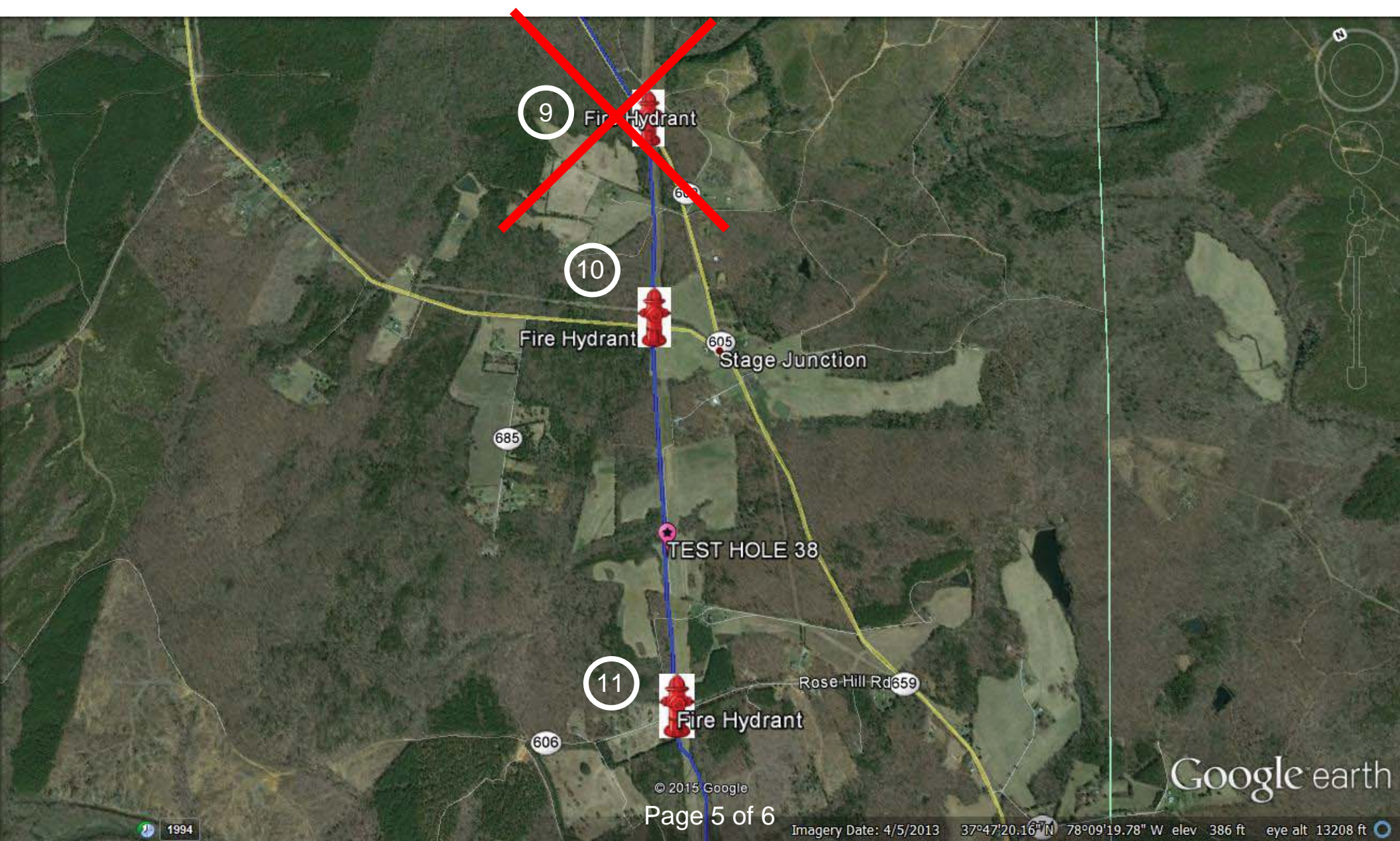


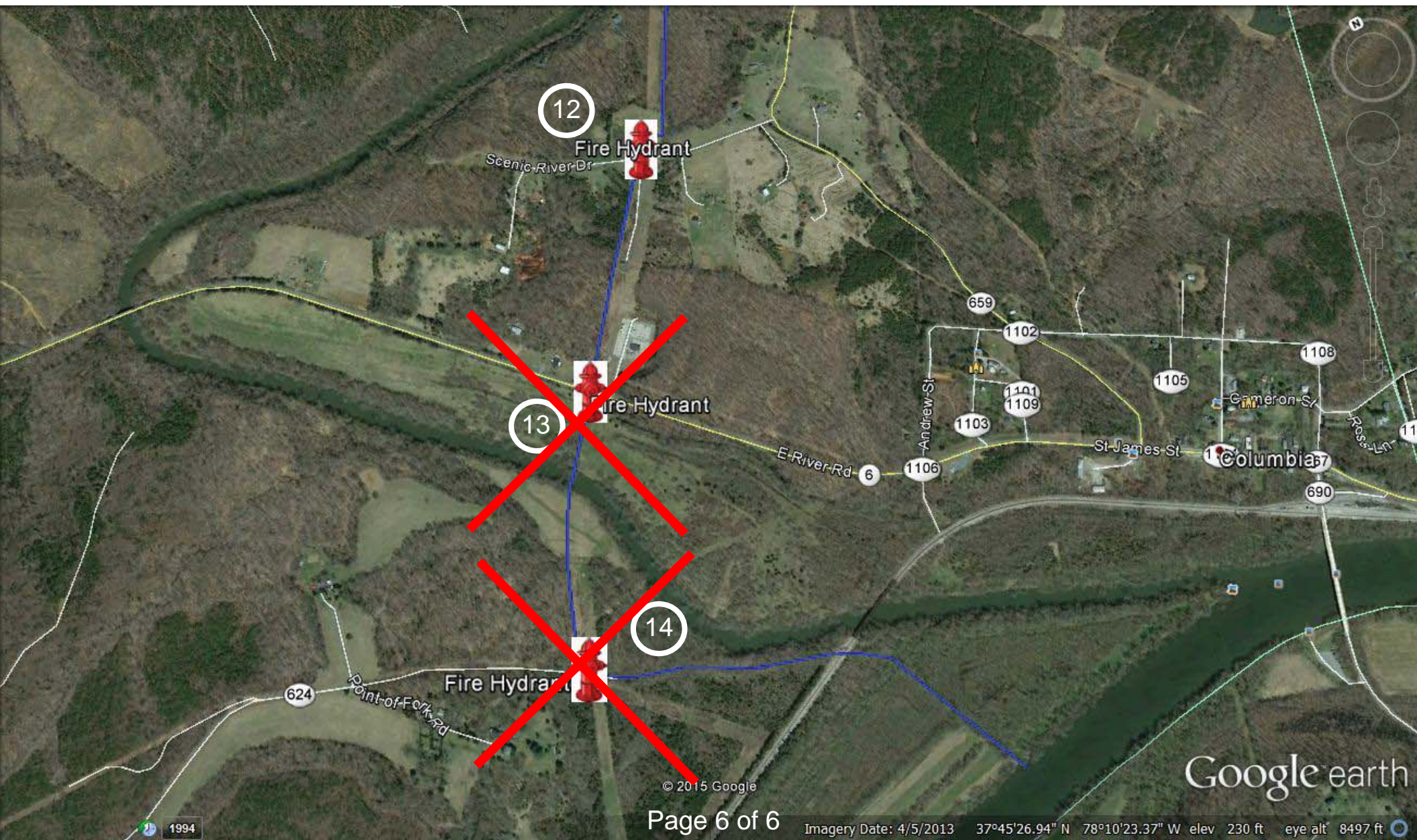






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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB M

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Authorization to Advertise a Public Hearing for Joint Intergovernmental Agreement with Louisa County and Required Ordinance				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise for a Public Hearing on November 20, 2018, entitled, "AN ORDINANCE APPROVING THE JOINT INTERGOVERNMENTAL AGREEMENT WITH LOUISA COUNTY FOR THE PIEDMONT PUBLIC SAFETY COMMUNICATIONS SYSTEM."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Debbie Smith, Emergency Management Coordinator, Michael Grandstaff, Director of Communications, and Steve Nichols, County Administrator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	Pursuant to Section 15.2-1300 of the Code of Virginia, 1950, as amended, Fluvanna County and Louisa County desire to enter into an Intergovernmental Agreement to establish a Shared Public Safety Radio System referred to as the "Piedmont Public Safety Communications System." Enabling legislation requires localities to approve such agreements by ordinance and the County's financing of their system and equipment requires the execution of a Consent to Sublease.				
FISCAL IMPACT:	<p>As shown in Attachment 8 of the Intergovernmental Agreement</p> <p>Louisa will pay to Fluvanna one-half of the initial acquisition and installation cost of the System Core, with such amount determined to be \$380,689.03 as Louisa's required contribution to become a Party in the Piedmont System.</p> <p>The Parties shall be jointly and equally responsible for the costs associated with software upgrades.</p> <p>In addition, maintenance or other costs not covered by an existing contract will be agreed to in advance by each Party and each Party shall be responsible for fifty-percent of the costs thereof (currently estimated at ~\$78,000 per year for each party).</p>				
POLICY IMPACT:	Allows for sharing of costs between Fluvanna and Louisa, thereby reducing the full cost to each county to operate their respective emergency communication systems.				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	<ul style="list-style-type: none"> • Draft advertisement for Public Hearing • Agreement Documents – Intergovernmental Agreement and Consent to Sublease 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

**FLUVANNA COUNTY
NOTICE OF PUBLIC HEARING**

On Tuesday, November 20, 2018, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing for the purpose of accepting comments related to a joint agreement between Fluvanna County and Louisa County for the establishment of the Shared Public Safety Radio System referred to as the “Piedmont Public Safety Communications System” and approval of the agreements related thereto with Louisa County, being the Intergovernmental Agreement and Consent to Sublease, by ordinance as required under Section 15.2-1300 of the Code of Virginia. A full text of the ordinance under consideration is available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection [and is available on the County’s website at _____].

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

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

**AN ORDINANCE APPROVING THE
JOINT INTERGOVERNMENTAL AGREEMENT WITH LOUISA COUNTY
FOR THE
PIEDMONT PUBLIC SAFETY COMMUNICATIONS SYSTEM**

WHEREAS, the Fluvanna County Board of Supervisors is committed to facilitate the provision of public safety and emergency services across the County and to do so in the most economically feasible manner possible; and

WHEREAS, the Counties of Fluvanna and Louisa desire to share certain resources and reduce their individual costs by operating a joint public safety communications system otherwise known as the Piedmont Public Safety Communications System, as such is more specifically described in the Intergovernmental Agreement; and

WHEREAS, such a regional effort will reduce costs and increase operational efficiency, and other localities have also expressed interest in joint, and such efforts may further enhance this effort; and

WHEREAS, as required by Section 15.2-1300 of the Virginia Code, the approval by the Fluvanna County Board of Supervisors of the Intergovernmental Agreement and Consent to Sublease, copies of which are attached and incorporated by reference into this ordinance, by ordinance is necessary to effect moving forward with the Piedmont Public Safety Communications System and project.

NOW, THEREFORE, BE IT ORDAINED, that the Fluvanna County Board of Supervisors hereby (i) agrees to take joint action with Louisa County as set forth in the Intergovernmental Agreement and Consent to Sublease Agreement, and (ii) approves the Intergovernmental Agreement and Consent to Sublease Agreement with Louisa County and further directs the County Administrator to execute these documents after approval as to form by the County Attorney. This ordinance shall take effect upon its adoption.

A Copy teste:

Kelly Belanger Harris, Clerk
Board of Supervisors
Fluvanna County, Virginia

List of Documents for the Intergovernmental Agreement

Shared Piedmont Public Safety Communications System between Fluvanna County and Louisa County

Item	Topic
01	Consent to Sublease Fluvanna
02	Exhibit A - TD Equipment Finance Lease - Fluvanna
03	Exhibit B - Piedmont System Intergovernmental Agreement
04	Appendix A - L2 Core Master Site Diagrams
05	Appendix B - L2 Core Master Site Inventory
06	Appendix C - L2 Core Master Site System Costs
07	Appendix D - Tower Antenna Location Diagrams
08	Appendix E - L2 Core Master Site System Maintenance Costs

CONSENT TO SUBLEASE

This **CONSENT TO SUBLEASE** (this "Consent") is being entered into as of _____, 2018, by and among **TD EQUIPMENT FINANCE, INC.** ("Lessor"), the **COUNTY OF FLUVANNA, VIRGINIA** ("Lessee"), and the **COUNTY OF LOUISA, VIRGINIA** ("Sublessee").

A. Lessor and Lessee are parties to that certain Equipment Lease Purchase Agreement dated October 31, 2016 (the "Lease"), a copy of which is attached hereto as Exhibit A.

B. Lessee desires to lease the sublease a portion of the equipment subject to the Lease (the "Subleased Equipment") to the Sublessee pursuant to that certain Intergovernmental Agreement dated _____, 2018 (the "Sublease"), between Lessee and Sublessee, a copy of which is attached hereto as Exhibit B.

C. Lessee has requested Lessor to consent to the Sublease, and Lessor is willing to provide its consent, subject to the terms and conditions provided below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Lessor's Consent. As long as no Event of Default has occurred under the Lease, Lessor hereby consents to Lessee entering into the Sublease with Sublessee with respect to the Subleased Equipment subject to the other provisions of this Consent.

2. Sublease. No provision of the Sublease shall be modified or waived if such modification or waiver either causes the Sublease to be inconsistent with the Lease or this Consent, or impairs Lessor's rights under the Lease or this Consent.

3. Subject and Subordinate. The rights of Sublessee (and any party claiming through Sublessee) with respect to the Subleased Equipment shall be subject and subordinate in all respects to Lessor's rights, title and interests in the Subleased Equipment, including, all of its rights and remedies under the Lease and any related agreements.

4. No Inconsistent Actions. Neither Lessee nor Sublessee will take any action under, or enter into any agreement relating to, the Sublease that conflicts with the Lease or this Consent.

5. Lessee Remains Liable. Lessee agrees that it is and shall remain primarily and fully responsible for all of its obligations under the Lease notwithstanding any provision of the Sublease, including, any agreement by Sublessee to perform its obligations thereunder.

6. Lessee Representations. Lessee hereby certifies that: (a) all of its representations and warranties in the Lease are true and correct as of the date of this Consent to the extent they remain applicable in terms of time and status, and ratified and confirmed without condition as if made anew, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Lease; (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Consent or, if required, has been obtained, and (d) this Consent has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.

7. Miscellaneous. (a) This Consent may be signed in any number of counterpart copies and by the parties to this Consent on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Consent by facsimile transmission or electronic mail in portal document (PDF) format shall be effective as delivery of a manually executed counterpart. Any party so executing this Consent by facsimile transmission or electronic mail in PDF format shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission. (b) Except as expressly provided herein, this Consent shall not constitute an amendment, waiver, consent or release with respect to any provision of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their respective duly authorized representatives as of the date first above written.

TD EQUIPMENT FINANCE, INC.
Lessor

COUNTY OF FLUVANNA, VIRGINIA
Lessee

By: _____
Name:
Title:

By: _____
Name: Steven M. Nichols
Title: County Administrator

LOUISA COUNTY
Sublessee

By: _____
Name: Christian R. Goodwin
Title: County Administrator

EXHIBIT A

Equipment Lease Purchase Agreement

TD EQUIPMENT FINANCE, INC.
 1006 Astoria Boulevard
 Cherry Hill, New Jersey 08034

Equipment Lease Purchase Agreement
LESSEE: County of Fluvanna, Virginia
AGREEMENT # 1

This Equipment Lease Purchase Agreement (this "Agreement") is a binding contract between TD Equipment Finance, Inc. ("TDEF"), a Maine corporation, and the County of Fluvanna, Virginia, (the "Lessee") a political subdivision of the Commonwealth of Virginia, duly organized and validly existing under of the Commonwealth of Virginia.

1. Agreement: In executing this Agreement, Lessee agrees to rent the equipment described in Exhibit A-1 (the "Tower Equipment") and Exhibit A-2 (the "Mixed Equipment" and collectively with the Tower Equipment, the "Equipment"). Exhibit B sets forth the terms of the Agreement, including the commencement date, which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental Payments (the "Rental Payments") should be paid to TDEF as instructed, and must be paid only out of legally available funds. A portion of each rental payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. In order to maintain that interest rate, Lessee must comply with the tax covenants described below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to compensate for the loss of the tax exemption status which was assumed in the initial interest rate, as set forth in Section 7 below. These are informational returns only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment, or any portion thereof, as and when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit D (the "Acceptance Certificate") supplied by TDEF as evidence thereof. To the fullest extent permitted by law, Lessee agrees to hold TDEF harmless from damages, if for any reason, the vendor fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, TDEF shall have the option of treating this Agreement as cancelled by Lessee and Lessee shall automatically assume all of TDEF'S rights and obligations as purchaser of the Equipment.

2. The Obligation to Make Payments: Rental Payments shall be due and payable as set forth in Exhibit B hereto. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation is not in contravention of any applicable statutory or regulatory limitations or requirements; nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph, Lessee's obligation to pay such Rental Payments shall be absolute and unconditional, and there will be no abatement or reduction of Rental Payments by Lessee for any reason, including but not limited to, any defense, recoupment, set off, counterclaim, or any claim (real or imaginary) arising out of or related to any defects, damages, malfunctions, breakdowns or infirmities of the Equipment. Following Lessee's signature of the Acceptance Certificate, Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Rental Payments shall be made in all events unless the obligation to make Rental Payments is terminated as otherwise provided herein. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). While recognizing that it is not empowered to make any binding commitment beyond the First Appropriation Period, it is the current intention of Lessee to make sufficient annual appropriations during the Term hereof to pay all Rental Payments and other amounts required to be paid by Lessee under this Agreement. Notwithstanding anything in this Agreement to the contrary, Lessee's obligation to pay the cost and expense of performing its obligations under this Agreement, including without limitation its obligations to pay all Rental Payments and all other amounts required to be paid by Lessee under this Agreement including, without limitation, amounts payable under Section 7 hereof, are subject to and dependent upon appropriations being made from time to time by the Board of Supervisors of the County of Fluvanna, Virginia (the "Governing Body") for such purpose. Lessee directs the County Administrator or any other officer charged with the responsibility of preparing Lessee's budget to include in the budget for each fiscal year of Lessee during the Term hereof a request that the Governing Body appropriate, and otherwise use his or her best efforts to cause the Governing Body to appropriate, in the Fiscal year the amount of Rental Payments and other payments due under this Agreement during such fiscal year. Lessee shall notify TDEF in writing each year during the Term hereof that such budget request has been made as soon as practicable following the submission of Lessee's annual budget to the Governing Body. If at any time during any fiscal year of Lessee, the amount appropriated in the budget of Lessee for the fiscal year is insufficient to pay when due the

Rental Payments and other amounts due under this Lease, Lessee directs the County Administrator (or other officer charged with responsibility for preparing Lessee's budget) to submit to the Governing Body, as appropriate, at the next scheduled meeting of Lessee or the Governing Body, or as promptly as practicable, but in any event within forty-five (45) days, a request for a supplemental appropriation sufficient to cover the deficit. Notwithstanding the foregoing, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay TDEF for the Rental Payments, and Lessee shall not have funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to TDEF and shall endeavor to give such notice not less than one hundred twenty (120) days prior to the end of the last fiscal year for which an appropriation was made. Such notice shall state that the termination of this Agreement was caused by the failure of Lessee to appropriate moneys to make Rental Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to TDEF to a location specified by TDEF. Lessee agrees that it will not deliberately cause an Event of Nonappropriation so as to permit Lessee to terminate this Agreement in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Should Lessee fail to pay any part of the Rental Payments or any other sum required to be paid herein to TDEF on their due date, TDEF may charge a late payment as provided in Section 17.

3. The Equipment: Lessee agrees and acknowledges that (I) Lessee has selected the Equipment to be acquired by TDEF and rented to Lessee, (II) the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise (and upon request of TDEF, Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon), (III) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Agreement, and (IV) Lessee does not intend to sell, or otherwise dispose of, the Equipment during the term of this Agreement. Lessee may contact the seller of the Equipment directly, as TDEF'S agent, to effect the acquisition of the Equipment. Immediately upon receipt and installation of the Equipment, Lessee shall inspect the Equipment. Unless Lessee gives TDEF written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed upon execution of an Acceptance Certificate, as between TDEF and Lessee, that Lessee has fully inspected and acknowledged that the Equipment described in the Acceptance Certificate is in good condition and repair, has been properly installed and is performing satisfactorily, and that Lessee is satisfied with and has accepted such Equipment in such good condition and repair. Upon acceptance of the Equipment, Lessee must deliver to TDEF an Acceptance Certificate. A portion of the purchase price for the Equipment shall be deposited by the Lessee in a designated and segregated account in the name of the Lessee in the Virginia State Non-Arbitrage Program ("Virginia SNAP"), to be accessed by the Lessee from time to time in accordance with the rules and procedures of Virginia SNAP for the purchase of the Equipment and related costs. Lessee shall submit an invoice for the Equipment to Virginia SNAP with a copy to TDEF and shall cause Virginia SNAP shall fund the acquisition of the Equipment directly to the Equipment vendor or to Lessee, if such amount has already been paid by Lessee, out of moneys in the such account. Lessee may assert claims and rights that TDEF may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer (the "Vendor") of any portion of the Equipment.

Notwithstanding any other provisions of this Agreement, the Equipment does not include (i) any licenses, software, programs or other items that are not assignable by the terms of the related vendor agreement; or (ii) the Tower Equipment upon payment of the Rental Payments and all other amounts payable related thereto as provided in Section 11 hereof. In addition, prior to the return or removal of the Equipment pursuant to Sections 3 or 12 upon a termination of this Agreement, Lessee shall be allowed access to all Equipment for a reasonable period of time to transfer and safeguard any data or other information stored within any such Equipment, or portions thereof.

4. Title to the Equipment; Security Interest: Title to the Equipment and any and all additions, repairs, replacements or modifications thereto, shall be deemed to be vested in Lessee subject to the rights of TDEF hereunder from and after the date of the acceptance of the Equipment so long as Lessee shall not be in default hereunder and/or this Agreement shall not have been terminated pursuant to the provisions of Section 12 hereof, and shall vest permanently in Lessee upon the completion of all Rental Payments or prepayment, free and clear of any lien or security interest of TDEF therein. Immediately upon the occurrence of an Event of Default by Lessee hereunder or the termination of this Agreement under Section 12, title to the Equipment (and all additions, repairs, replacements or modifications thereto) shall revert to TDEF, free and clear of any right, title or interest of Lessee unless TDEF elects otherwise, without the necessity of any further action or the execution of any documents by the parties.

Lessee acknowledges that for federal income tax and accounting purposes and for purposes of Section 7 hereof, equitable title to the Equipment during the term of this Agreement shall be in Lessee, and Lessee further acknowledges that TDEF does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

4a. Security Agreement. To secure all obligations of Lessee hereunder, Lessee hereby grants to TDEF a security interest in any and all of Lessee's right, title and interest in and to this Agreement, the Equipment, together with all related software (embedded therein or otherwise) and general intangibles, and all additions, accessories, attachments and accessions thereto whether furnished by the supplier of the Equipment, all subleases, chattel paper, accounts and security deposits relating thereto, and any and all substitutions, replacements or exchanges for such item of Equipment, and Rental Payments due or to become due hereunder, and in each such case in which Lessee shall from time to time acquire an interest, and any and all proceeds (including insurance proceeds) of the Equipment and other collateral in and against which a security interest is granted hereunder, any and all proceeds thereof, including without limitation, the proceeds of insurance thereon. Lessee will promptly execute, or otherwise authenticate, and deliver to TDEF such further documents, instruments, assurances and other records, and take such further action as TDEF from time to time may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of TDEF under such documents (including without limitation (i) lien searches and (ii) such UCC financing statements, fixture filings and waivers as reasonably may be required by TDEF in connection with any change in circumstances relating to Lessee, the Equipment or otherwise); provided, however, Lessee hereby authorizes TDEF to file any and all of the same without Lessee's authentication, to the extent permitted by applicable law. Upon termination of this Lease through exercise of Lessee's option to purchase pursuant to Section 5 or through payment by Lessee of all Rental Payments and, in either case, payment of all amounts relating thereto, and provided Lessee is not in default hereunder, TDEF'S security interest in the Equipment shall terminate, and TDEF shall execute and shall deliver to Lessee such documents as Lessee reasonably may request to evidence the termination of TDEF'S security interest in the Equipment.

5. Option to Purchase: Provided Lessee is not in default hereunder, Lessee shall be entitled to exercise its option to purchase the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder, or (b) in whole, but not in part, on any scheduled payment date, upon written notice delivered at least thirty (30) days in advance of a proposed prepayment date upon payment on such date of the prepayment price equal to the sum of (a) all principal due and remaining unpaid together with interest accrued to such date of prepayment, (b) plus the greater of the Yield Maintenance Fee (as hereinafter defined) or 1% of the principal amount to be prepaid; and (c) all other amounts due and owing hereunder.

The term "Yield Maintenance Fee" is defined as an amount computed as follows: The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed rate prepayment charge" due to TDEF upon prepayment of the principal of this Agreement plus any accrued interest due as of the prepayment date and is expressed in the following calculation: Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of the lease, or (ii) the remaining term of the then current fixed interest rate period. "Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of the lease at the time of the calculation."

When Lessee exercises its purchase rights hereunder and TDEF shall have received all amounts due under this Agreement, title shall pass simultaneously to Lessee, and this Agreement shall terminate. TDEF shall cooperate and execute such documents that are necessary for the title to the Equipment to vest with Lessee AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien created by or arising through TDEF.

6. Responsibilities for Repair and Maintenance: Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit TDEF to inspect the Equipment and the log(s) to the extent permitted under applicable law. Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the owner's manual(s).

7. Tax Covenants: Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

The parties will cooperate in performing all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be included in the gross income of TDEF or its assigns for federal income tax purposes.

If any event shall occur so that interest payments on this Agreement are includible in the gross income for federal income tax purposes of the recipient of the interest payments on the lease ("Event of Taxability"), Lessee shall pay to TDEF upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to Lessor its after-tax yield hereunder through the date of such event and (y) as additional Rental Payments to TDEF on each succeeding payment date such amount as will maintain such after-tax yield to TDEF.

8. Lessee's Risk of Loss or Damage: Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give TDEF a certificate showing TDEF as lender loss payee and an additional named insured. Lessee must give TDEF prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If TDEF receives insurance proceeds exceeding the amount of the purchase, plus interest, or the amount required to complete the work, TDEF agrees to forward the excess proceeds to Lessee.

9. Intentionally omitted.

10. No Warranty: Lessee acknowledges and agrees that it has selected each item, type, quality, quantity and supplier of Equipment based upon recommendations of its independent consultants and disclaims any reliance upon any statements or representations made by TDEF, and agrees that the Equipment is of a design, size, quality and capacity required by Lessee and is suitable for its purposes. TDEF MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT, AND, AS TO TDEF, LESSEE LEASES THE EQUIPMENT FROM TDEF AS IS. Notwithstanding the foregoing, TDEF hereby agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, all of TDEF's rights, if any, against the manufacturer or supplier of the Equipment for breach of warranty or other representation respecting the Equipment to the extent the same are assignable.

11. Termination: This Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to TDEF, (2) at the time and for the reason set forth in Section 2, (3) if Lessee has returned the Equipment and paid all amounts due through the end of the term then in effect, including interest, (4) upon Lessee's purchase of the Equipment under Section 5 and Lessee's payment of all amounts due, (5) at TDEF'S option if Lessee defaults as described in Section 12, and (6) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon TDEF'S receipt of insurance proceeds covering the lost, stolen or damaged Equipment. Lessee and TDEF agree that this Agreement will terminate as to the Tower Equipment upon payment of all scheduled Rental Payments payable through September 1, 2017 and all other amounts then due and payable. Thereafter, this Agreement shall continue subject to the terms hereof with respect to the Mixed Equipment.

12. Default: The following constitute "Events of Default" under this Agreement: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder, including any late charges, within fifteen (15) days after the due date thereof or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen

(15) days after written notice is given to Lessee by TDEF, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such fifteen (15) day period, Lessee shall have an extension of time until failure is corrected so long as corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by TDEF that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon the execution hereof; or (f) (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") greater than four levels (including numeric or other modifiers) from its rating as of the date of this Agreement, respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency. If any such default occurs, TDEF, without notice or demand, may declare this Agreement in default and declare all amounts eligible or actually appropriated for Rental Payments under this Agreement to be immediately due and payable. The Equipment must then be returned to TDEF (at the address specified by TDEF) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to TDEF. Upon declaration of default and the expiration of any applicable cure period, TDEF may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, subject to applicable law and public policy and subject further to Lessee's rights under Section 3 to transfer and safeguard any data or other information stored within any such Equipment. TDEF may recover from Lessee any unpaid amounts due or to become due for the remainder of the term of this Agreement, together with all expenses, including reasonable attorney's fees and legal expenses (to the extent permitted by law) incurred by TDEF to enforce its rights hereunder. The repossession and sale of the Equipment shall not affect TDEF'S right to recover from Lessee all damages which TDEF has suffered because of Lessee's breach. TDEF may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for TDEF'S actions or inaction or for any sale or re-lease proceeds. The proceeds of any sale or re-lease will be applied in the following order: (1) to the proper and reasonable costs and expenses (including reasonable attorney's fees) associated with the default, repossession and restoration of title to TDEF, (2) to pay TDEF the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon; then applicable prepayment price (taking into account the payment of past due Rental Payments as aforesaid), plus a *pro rata* allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next proceeding due date of a Rental Payment until the date of payment by Lessee, and any other amounts due hereunder, and (3) if any proceeds remain, to Lessee. TDEF may also enforce Lessee's performance of Lessee's covenants to recover damages for the breach of those covenants. TDEF'S rights and remedies in this section are not exclusive but are cumulative and in addition to all other rights and remedies that TDEF has at law or in equity.

For the avoidance of doubt, if Lessee makes all Rental Payments or prepays this Agreement in amounts as indicated in Section 5 and pays all other amounts due and payable hereunder, title to the Equipment shall pass to Lessee and TDEF shall cooperate and execute such documents that are necessary for the title to the Equipment to vest with Lessee.

13. Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of TDEF therein created under this Agreement. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

14. Limitation on Assignment: Lessee may not assign or sublease this Agreement or any interest in it or the Equipment without TDEF'S prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Agreement or any interest in it or the Equipment will not adversely affect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. TDEF may assign or sell its interest under this Agreement, in whole or in part, without Lessee's consent. Any assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of TDEF'S assignment. During the term of this Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code. Notwithstanding the foregoing, TDEF understands and consents to the use and possession of the Equipment by the Fluvanna County Sheriff's Office.

15. Late Charges: If Lessee does not make any Rental Payment within 15 days of the due date Lessee shall pay TDEF a late charge of 1% of the overdue amount per month from the due date until the Rental Payment is paid. This late charge is immediately due upon the Rental Payment being late.

16. Exhibits: Exhibits A through H attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

17. Other Terms: This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and TDEF. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof, which shall remain in effect and construed without regard to such invalid, illegal or unenforceable provision. Titles 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. This Agreement and all rights and actions arising under it shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles; and jurisdiction and venue for any dispute hereunder shall be exclusively in the Circuit Court of the County of Fluvanna, Virginia. References herein to any local, Virginia or federal statute shall refer to such statutes, as the same may be amended or replaced by any statute dealing with the same or similar subject matter. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable and permissible under applicable law, Lessee hereby waives any and all rights and remedies granted Lessee by Sections 508 through 522 of Article 2A of the Uniform Commercial Code including, by way of example only and not as a limitation, the right to repudiate this Agreement and reject the Equipment; the right to cancel this Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from TDEF'S default, if any, under this Agreement; the right to accept partial delivery of the Equipment; the right to "cover" by making any purchase or leases of or contract to purchase or lease Equipment in substitution for those due from TDEF; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, detinue, sequestration, claim and delivery and the like for the Equipment. The waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the vendor and/or manufacturer of the Equipment.

18. Lessee Representations and Warranties: Lessee hereby represents, warrants and covenants to TDEF the following with respect to this Agreement as of the date Lessee executes the Acceptance Certificate: (a) Lessee is organized and validly existing under the laws of the Commonwealth of Virginia, with adequate power and capacity to enter into this Agreement, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Agreement or the Equipment (hereinafter "Documents"); (b) Lessee is a political subdivision within the meaning of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (c) the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws and principles of equity; (d) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder, including without limitation, the provisions of the Virginia Public Procurement Act; (f) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; (g) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement; and (h) Lessee has complied with all statutes, laws, regulations and procedures in entering into this Agreement and the matters contemplated hereby.

19. TDEF Representations and Warranties: TDEF represents, covenants and warrants as follows:

- a) TDEF is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the Commonwealth of Virginia; has full and complete power to enter into this Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which TDEF is now a party or by which TDEF or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of TDEF or upon the Equipment.

c) TDEF hereby conveys, sells, assigns and transfers to the Lessee all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States or Virginia law, relating to the Equipment. TDEF 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, and Section 2.2-4311 and -4312 of the Virginia Procurement Act. TDEF shall retain all books, records and other documents relative to this Agreement for five (5) years after the final payment of all amounts due from Lessee hereunder, or the date of any audit by the Lessee, whichever occurs first.

20. Financing: In consideration for and upon the execution of this Agreement, TDEF hereby agrees to pay to Lessee the amount of \$8,223,125.00, (i) \$1,391,631.43 of which will be deposited by the Lessee in a designated and segregated account in the name of the Lessee in the Virginia SNAP, to be accessed by the Lessee from time to time in accordance with the rules and procedures of Virginia SNAP (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs (ii) \$6,830,493.57 will be applied to pay off the outstanding balance of prior financing provided to Lessee by Motorola Solutions Credit Co., LLC; and (iii) \$1,000.00 will be retained by TDEF as a closing fee.

21. Lessee's General Terms Conditions and Instructions to Bidders and Contractors, RFP and Response. TDEF submitted a response dated September 27, 2016 to a Request for Proposals ("Response") RFP# 2017-01 issued by Lessee (the "RFP") which is the subject of this resulting Agreement. The terms, provisions and requirements of the RFP and Response are incorporated herein by reference as material provisions of this Agreement, including the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") which was incorporated into the RFP. To the extent there is a conflict between the provisions of this Agreement and the RFP, Response or General Terms, this Agreement shall control. Whenever possible, this Agreement and the RFP, Response and General Terms shall be read together. The General Terms are attached hereto Appendix I.

22. Conditions of Closing: At or prior to payment to Lessee as stated in Section 20, TDEF shall have received the following:

- a) this Agreement executed by Lessee and TDEF;
- b) an executed Exhibit B to this Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) an executed Acceptance Certificate, a form of which is attached hereto as Exhibit D;
- e) a duly adopted resolution of Lessee, in form and substance acceptable to TDEF;
- f) an executed Certificate of Lessee, a form of which is attached as Exhibit F;
- g) an executed Arbitrage and Tax Certificate in form and substance satisfactory to TDEF and bond counsel to Lessee;
- h) an opinion of counsel to Lessee, substantially in the form of the opinions attached as Exhibit H;
- i) an executed Form 8038 G; and
- j) any and all opinions, certificates, instruments, financing statements or other documents as TDEF may reasonably request to evidence compliance with this Agreement to be performed and all conditions to be satisfied under this Agreement.

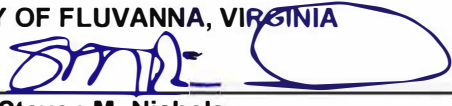
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

LESSOR:
TD EQUIPMENT FINANCE, INC.

By: _____
Name: _____
Title: _____

LESSEE:
COUNTY OF FLUVANNA, VIRGINIA

By:  _____
Name: Steven M. Nichols
Title: County Administrator

Jurisdiction of Organization: Fluvanna County

Organizational Number: 54-6001282

Chief Executive Office: 132 Main Street Palmyra, Virginia 22963

[Signature Page to Lease Purchase Agreement]

**EXHIBIT A-1
(TOWER EQUIPMENT)**

<u>QTY.</u>	<u>MAKE</u>	<u>SERIAL NO.</u>	<u>MODEL</u>
-------------	-------------	-------------------	--------------

SEE EQUIPMENT LIST ATTACHED HERETO AND MADE A PART HEREOF

LESSEE INITIALS:



Exhibit A-1
(Tower Equipment List)

1. 300-foot self-supported lattice communication tower located at Central Virginia Electric Cooperative; 31 Cooperative Way, Palmyra, Virginia 22963.
2. 300-foot self-supported lattice communication tower located at Columbia Elementary School; 563 Wilmington Road Palmyra, Virginia 22963.
3. 250-foot self-supported lattice communication tower located at Palmyra Governance Center; 11206 West River Road, Fork Union, Virginia 23055.

**EXHIBIT A-2
(MIXED EQUIPMENT)**

<u>QTY.</u>	<u>MAKE</u>	<u>SERIAL NO.</u>	<u>MODEL</u>
-------------	-------------	-------------------	--------------

SEE EQUIPMENT LIST ATTACHED HERETO AND MADE A PART HEREOF

LESSEE INITIALS:

ED

Exhibit A-2

(Mixed Equipment List)

1. 195-foot self-supported lattice communication tower located at Fluvanna County Sheriff's Office; 160 Commons Blvd., Palmyra, Virginia 22963.
2. Radio and Communication equipment as per the attached schedules.

SECTION G.4.1

DETAILED EQUIPMENT LIST

G.4.1.1 TRUNKING SYSTEM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	112	X530BG	ADD: VHF (136-174 MHZ)
1	112	CA01949AA	ADD: ANALOG ONLY CONV SW
1	112	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	DLN6821	FRU: GTR ANALOG 4W E&M SIMULCST KIT
1	207	DQ_FLUPAGECOMB	Paging channel addition to Combiner
1	425	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE
1	425	NPI_001298	CA0XXXXAA - ADD: REDUNDANT CORE
1	425	CA01663AB	ADD: RACK
1	425	UA00137AA	ADD: EMAIL ALARM NOTIFICATIONS
1	425	CA02634AA	ADD: MOSCAD NFM VIRTUAL APP A7.15_A
1	425	UA00225AA	ADD: UEM ENHANCED NAVIGATION
1	425	UA00226AA	ADD: MICROWAVE MAP & SEGMENT VIEW
1	425	UA00227AA	ADD: UEM SNMP ELEMENT MANAGEMENT
1	425	CA01750AA	ADD: TERMINAL SERVER
1	425	CA02635AA	ADD: Fortinet Firewall Appliance
1	425	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
6	425	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE
1	425	UA00152AA	ADD:500 RADIO USER LICENSES
13	425	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC
1	147	CLN1856	2620-24 ETHERNET SWITCH ?
5	708	T7885	MCAFFEE WINDOWS AV CLIENT
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00873	ADD: SDM SNT FW CURR ASTRO REL
1	708	TT2539	Z420 HIGH TIER WORKSTATION WINDOWS
1	708	DS019BLK	19 INCH NON-TOUCH MONITOR, BLACK
1	708	TT2177	INTOUCH RUNTIME 60K TAG W/O-I/O, V1
1	708	TT2296	HYPERACCESS VERSION 9.0
1	708	DDN9048	SERIAL/ IP 1 PORT SEAT LICENSE
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	906	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN
1	430	DVN4046B	MASTER SYSTEM KEY STARTER KIT
2	280	DLN6822	FRE: DL380p G8 HC 300GB DISK
1	280	DLN6864	FRU: DL380 G8p POWER SUPPLY
2	280	DLN6844	CPH 300 GB HARD DRIVE
2	280	DLN6866	DVD DRIVE
1	877	DLN6880	DAS - CHASSIS ONLY
2	877	DLN6879	DAS - PROCESSOR MODULE
2	877	DLN6867	DAS POWER SUPPLY
4	877	CKN6952	SAS CABLE 1M
7	425	DLN6881	1 TB SAS HARD DRIVE
1	708	DSSTBP8000100	SEAGATE : 8TB BUSINESS STORAGE 4-BA
1	877	DLN6692	HP LASERJET PRINTER CP3525DN 110V
1	708	TT2565	NM Z420 HIGH TIER WIN7-IE9 64BIT
1	877	T8123	ASTRO CLIENT APPL SW 7.15
1	708	DS019BLK	19 INCH NON-TOUCH MONITOR, BLACK
1	571	DSHPSUBLAPTOP	LAPTOP WINDOWS
6	708	T7885	MCAFFEE WINDOWS AV CLIENT
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
1	201	T7537	KVL 4000 KEYLOADER
1	201	U239AD	ADD: ASTRO 25 MODE
1	201	QA01767AA	ADD: KVL RADIO AUTHENTICATION
1	201	X795AJ	ADD: ASN MODE
1	201	CA01598AA	ADD: AC LINE CORD US
1	201	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	201	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
1	201	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	201	C724	CABLE, KEYLOAD
1	201	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	514	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
1	644	TDN9390	KVL CABLE FOR XTS3000 AND MTS2000
1	201	TKN8209	CABLE KEYLOAD MX
2	509	TRN7343	SEVEN AND A HALF FOOT RACK
1	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	430	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CLN1856	2620-24 ETHERNET SWITCH

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	147	CLN1858	3800-48 ETHERNET SWITCH
1	147	T8126	FORTINET FIREWALL APPLIANCE
1	56	DLN6940	460W POWER SUPPLY FOR DL380P
1	660	DLN6967	FRU: 500 GB SATA DRIVE
1	147	T7385	TERMINAL SERVER
1	112	T7321	GCM 8000 COMPARATOR
2	112	CA01183AA	ADD: GCM 8000 COMPARATOR
2	112	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	112	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7321	GCM 8000 COMPARATOR
2	112	CA01183AA	ADD: GCM 8000 COMPARATOR
2	112	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	112	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7038	GCP 8000 SITE CONTROLLER
1	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	112	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE
1	112	CA01194AA	ADD: IP BASED MULTISITE SITE CONTRO
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7038	GCP 8000 SITE CONTROLLER
1	112	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	112	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE
1	112	CA01194AA	ADD: IP BASED MULTISITE SITE CONTRO
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	906	DSTRAK91008E	PRIME/MASTER SITE REDUNDANT MODULAR
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1859	2620-48 ETHERNET SWITCH
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1859	2620-48 ETHERNET SWITCH
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
4	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
4	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	906	DSTRAK91061	FOUR PORT DDM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	147	SQM01SUM0205	GGM 8000 GATEWAY
1	147	CA01616AA	ADD: AC POWER
1	147	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	112	DLN6892	FRU: XCVR VHF V2
1	112	DLN6897	FRU: PA VHF
1	112	DLN6569	FRU: GCP 8000/GCM 8000
1	112	DLN6781	FRU POWER SUPPLY
1	729	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	112	DLN6898	FRU: FAN MODULE
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH ?
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
1	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
2	147	CLN1856	2620-24 ETHERNET SWITCH
1	906	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQU
2	906	DSTRAK91061	FOUR PORT DDM
50	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
4	351	DDN9769	TRANSMISSION LINE,F1TNM-HC 1/4IN TY
4	112	T7039	GTR 8000 Base Radio
4	112	X530BG	ADD: VHF (136-174 MHZ)
4	112	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO
4	112	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
3	112	CA01842AA	ADD: P25 TDMA SOFTWARE
4	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST)
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
2	147	SQM01SUM0205	GGM 8000 GATEWAY
2	147	CA01616AA	ADD: AC POWER
1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
1	112	T7038	GCP 8000 SITE CONTROLLER
2	112	CA01536AA	GPB 8000 REFERENCE DISTRIBUTION MOD

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
2	112	CA01537AC	ADD: RDM SW FOR RX ONLY
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	112	T7540	GPW 8000 RECEIVER
1	112	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	112	X530BH	ADD: VHF (136-174 MHZ)
2	112	CA01193AB	ADD: IP BASED MULTISITE (SIMULCAST/
1	112	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
2	112	CA01842AB	ADD : P25 TDMA RCVR SOFTWARE
1	112	X153AW	ADD: RACK MOUNT HARDWARE
1	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
2	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
7	382	F2463	RTU_PER_DEVICE_SW_LICENSES
7	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
2	351	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
1	469	F4544	SITE MANAGER ADVANCED
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
1	469	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	469	V592	AAD TERM BLCK & CONN WI
1	382	F4528	GMC_PER_DEVICE_SW_LICENSES
1	382	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	GMC_SW_LIC_PER_TRAK_GPS
2	382	V283	GMC_SW_LIC_PER_MNI_M-W_RADIO
1	382	F2463	RTU_PER_DEVICE_SW_LICENSES
1	382	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
1	382	V838	RTU_SW_LIC_PER_TRAK_GPS
2	382	V840	RTU_SW_LIC_PER_MNI_M-W_RADIO
4	443	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	443	B1905	MCC 7500 ASTRO 25 SOFTWARE
4	443	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO
4	443	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL O
4	443	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING
4	443	CA00147AF	ADD: MCC 7500 SECURE OPERATION
4	443	CA00143AC	ADD: DES-OFB ALGORITHM
4	443	CA00182AB	ADD: AES ALGORITHM
4	443	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
4	708	DSE686772	ELO 1928L 19IN LCD TOUCH MONITOR, D
4	708	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
4	877	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
4	207	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A P
16	443	B1912	MCC SERIES DESKTOP SPEAKER
4	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
8	443	B1913	MCC SERIES HEADSET JACK
8	706	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
8	706	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
4	708	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	708	T7885	MCAFFEE WINDOWS AV CLIENT
4	229	DDN1611	DUAL IRR SW USB HASP WITH LICENSE (
4	229	DDN1895	SOUND BLASTER AUDIGY RX SOUND CARD
4	708	CDN6673	CREATIVE LABS INSPIRE A60
1	708	MOTOIP	NICE IP LOGGING RECORDER
1	469	F4543	SITE MANAGER BASIC
1	469	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	469	V266	ADD: 90VAC TO 260VAC PS TO SM
3	469	V592	AAD TERM BLCK & CONN WI
1	443	BVN1013	MKM 7000 Console Alias Manager Soft
1	708	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7
1	708	T7885	MCAFFEE WINDOWS AV CLIENT
2	509	TRN7343	SEVEN AND A HALF FOOT RACK
2	207	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
1	207	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
1	443	B1912	MCC SERIES DESKTOP SPEAKER
1	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	443	B1913	MCC SERIES HEADSET JACK
4	761	L30KSS9PW1 N	APX7500 SINGLE BAND VHF MID PO
4	761	G806	ADD: ASTRO? DIGITAL CAI OPERATION
4	761	G51	ENH: SMARTZONE OPERATION APX
4	761	G361	ADD: P25 TRUNKING SOFTWARE
4	761	GA00580	ADD: TDMA OPERATION
4	761	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
4	761	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
4	761	W12	ADD: RF PREAMP
4	761	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
4	761	G90	ADD: NO MICROPHONE NEEDED
4	761	CA01598	ADD: AC LINE CORD US
4	185	GA00232	ENH: 3 YR SFS LITE
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
13	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
13	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
13	755	QA00580	ADD: TDMA OPERATION
13	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
13	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
13	755	QA01427	ALT: IMPACT GREEN HOUSING
13	185	H885BK	ENH: 2 YR SFS LITE
13	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
13	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
13	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
50	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
50	755	QA00580	ADD: TDMA OPERATION
50	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
50	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
50	755	QA01427	ALT: IMPACT GREEN HOUSING
50	185	H885BK	ENH: 2 YR SFS LITE
50	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
50	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
50	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
15	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
15	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
15	755	QA00580	ADD: TDMA OPERATION
15	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
15	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
15	755	QA01427	ALT: IMPACT GREEN HOUSING
15	185	H885BK	ENH: 2 YR SFS LITE
15	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
15	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH
15	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
6	655	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
6	655	QA00570	ADD: VHF PRIMARY BAND
6	655	QA00573	ADD: 7/800MHZ SECONDARY BAND
6	655	QA00579	ADD: ENABLE DUAL BAND OPERATION
6	655	Q806	ADD: ASTRO? DIGITAL CAI OPERATION
6	655	H38	ADD: SMARTZONE OPERATION
6	655	Q361	ADD: P25 9600 BAUD TRUNKING
6	655	QA00580	ADD: TDMA OPERATION
6	655	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
6	185	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
6	655	QA01427	ALT: IMPACT GREEN HOUSING
6	271	PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH
6	372	HMN4101B	IMPRES RSM NO DSPLY W JACK, NO CHNL
6	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
32	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
32	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
32	755	QA00580	ADD: TDMA OPERATION
32	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
32	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
32	755	Q629	ENH: AES ENCRYPTION
32	185	H885BK	ENH: 2 YR SFS LITE
32	271	PMLN5657B	APX6000 CC 2.75 SWLBL 2900&2150MAH

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
32	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
6	655	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
6	655	QA00570	ADD: VHF PRIMARY BAND
6	655	QA00573	ADD: 7/800MHZ SECONDARY BAND
6	655	QA00579	ADD: ENABLE DUAL BAND OPERATION
6	655	Q806	ADD: ASTRO? DIGITAL CAI OPERATION
6	655	H38	ADD: SMARTZONE OPERATION
6	655	Q361	ADD: P25 9600 BAUD TRUNKING
6	655	Q629	ENH: AES ENCRYPTION
6	655	QA00580	ADD: TDMA OPERATION
6	655	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
6	185	Q58	ADD: 2 YR REPAIR SERVICE ADVANTAGE
6	655	QA01427	ALT: IMPACT GREEN HOUSING
6	271	PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH
6	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
10	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
10	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
10	755	QA00580	ADD: TDMA OPERATION
10	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
10	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
10	755	Q629	ENH: AES ENCRYPTION
10	185	H885BK	ENH: 2 YR SFS LITE
9	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
9	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
9	755	QA00580	ADD: TDMA OPERATION
9	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
9	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
9	755	Q629	ENH: AES ENCRYPTION
9	185	H885BK	ENH: 2 YR SFS LITE
9	372	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
9	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
4	755	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
4	755	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL
4	755	QA00580	ADD: TDMA OPERATION
4	755	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
4	755	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTIO
4	755	Q629	ENH: AES ENCRYPTION
4	185	H885BK	ENH: 2 YR SFS LITE
4	372	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
4	785	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	471	M22KSS9PW1 N	APX4500 VHF

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
50	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
50	471	GA00580	ADD: TDMA OPERATION
50	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
50	471	G444	ADD: APX CONTROL HEAD SOFTWARE
50	471	G66	ADD: DASH MOUNT O2 WWM
50	471	W22	ADD: PALM MICROPHONE
50	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
50	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
50	471	B18	ADD: AUXILARY SPKR 7.5 WATT
24	471	M22KSS9PW1 N	APX4500 VHF
24	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
24	471	GA00580	ADD: TDMA OPERATION
24	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
24	471	G444	ADD: APX CONTROL HEAD SOFTWARE
24	471	G66	ADD: DASH MOUNT O2 WWM
24	471	W22	ADD: PALM MICROPHONE
24	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
24	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
24	471	B18	ADD: AUXILARY SPKR 7.5 WATT
1	471	M22KSS9PW1 N	APX4500 VHF
1	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	471	GA00580	ADD: TDMA OPERATION
1	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
1	471	G444	ADD: APX CONTROL HEAD SOFTWARE
1	471	G66	ADD: DASH MOUNT O2 WWM
1	471	W22	ADD: PALM MICROPHONE
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
1	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
1	471	B18	ADD: AUXILARY SPKR 7.5 WATT
8	471	M22KSS9PW1 N	APX4500 VHF
8	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
8	471	GA00580	ADD: TDMA OPERATION
8	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
8	471	G444	ADD: APX CONTROL HEAD SOFTWARE
8	471	G67	ADD: REMOTE MOUNT O2 WWM
8	471	W22	ADD: PALM MICROPHONE
8	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
8	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
8	471	B18	ADD: AUXILARY SPKR 7.5 WATT
5	527	M25KSS9PW1 N	APX6500 VHF MID POWER
5	527	G806	ADD: ASTRO? DIGITAL CAI OPERATION

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
5	527	G51	ENH: SMARTZONE OPERATION APX6500
5	527	GA00580	ADD: TDMA OPERATION
5	527	G442	ADD: O5 CONTROL HEAD
5	527	G444	ADD: APX CONTROL HEAD SOFTWARE
5	527	G67	ADD: REMOTE MOUNT MID POWER
5	527	G300	ADD:1/4 WAVE ROOF TOP ANT VHF
10	527	W22	ADD: PALM MICROPHONE
10	527	B18	ADD: AUXILARY SPKR 7.5 WATT
5	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
5	527	GA00092	ADD: DUAL-CONTRL HD HARDWARE
10	527	G628	ADD: REMOTE MOUNT CBL 17 FEET
46	471	M22KSS9PW1 N	APX4500 VHF
46	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
46	471	GA00580	ADD: TDMA OPERATION
46	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
46	471	G444	ADD: APX CONTROL HEAD SOFTWARE
46	471	G66	ADD: DASH MOUNT O2 WWM
46	471	W22	ADD: PALM MICROPHONE
46	471	G843	ADD: AES ENCRYPTION APX
46	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
46	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
46	471	B18	ADD: AUXILARY SPKR 7.5 WATT
1	471	M22KSS9PW1 N	APX4500 VHF
1	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	471	GA00580	ADD: TDMA OPERATION
1	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
1	471	G444	ADD: APX CONTROL HEAD SOFTWARE
1	471	G66	ADD: DASH MOUNT O2 WWM
1	471	W22	ADD: PALM MICROPHONE
1	471	G843	ADD: AES ENCRYPTION APX
1	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
1	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
1	471	B18	ADD: AUXILARY SPKR 7.5 WATT
8	471	M22KSS9PW1 N	APX4500 VHF
8	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
8	471	GA00580	ADD: TDMA OPERATION
8	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
8	471	G444	ADD: APX CONTROL HEAD SOFTWARE
8	471	G66	ADD: DASH MOUNT O2 WWM
8	471	W22	ADD: PALM MICROPHONE
8	471	G843	ADD: AES ENCRYPTION APX

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
8	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
8	471	G300	ADD: 1/4 WAVE ROOF TOP ANT VHF
8	471	B18	ADD: AUXILARY SPKR 7.5 WATT
14	471	M22KSS9PW1 N	APX4500 VHF
14	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
14	471	GA00580	ADD: TDMA OPERATION
14	471	QA02018	ADD: ADVANCED WACN KEY SUPP DATA
14	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
14	471	G444	ADD: APX CONTROL HEAD SOFTWARE
14	471	G66	ADD: DASH MOUNT O2 WWM
14	471	W382	ADD: CONTROL STATION DESK GCAI MIC
14	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
14	471	G142	ADD: NO SPEAKER NEEDED
14	471	G91	ADD: CONTROL STATION POWER SUPPLY
14	471	W665	ADD: BASE STATION APEXWWM
14	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
1120	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
28	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
14	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
14	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
140	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
14	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
14	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
1120	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
28	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
14	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
14	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
140	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
28	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
4	471	M22KSS9PW1 N	APX4500 VHF
4	471	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
4	471	GA00580	ADD: TDMA OPERATION
4	471	GA00804	ADD: APX O2 CONTROL HEAD (Green)
4	471	G444	ADD: APX CONTROL HEAD SOFTWARE
4	471	G66	ADD: DASH MOUNT O2 WWM
4	471	W382	ADD: CONTROL STATION DESK GCAI MIC
4	185	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG
4	471	G142	ADD: NO SPEAKER NEEDED
4	471	GA01056	ADD: SCHOOL SERCURITY ENHANCEMENT P
4	471	G91	ADD: CONTROL STATION POWER SUPPLY
4	471	W665	ADD: BASE STATION APEXWWM

QTY.	APC	MODEL	ITEM
	CODE	NUMBER	DESCRIPTION
4	471	G91	ADD: CONTROL STATION POWER SUPPLY
4	471	W665	ADD: BASE STATION APEXWWM
4	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
300	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
8	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
4	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
4	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
40	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
8	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
4	351	DSBA10121	ANTENNA BASE STA OMDIR 144-162MHZ F
300	351	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POL
8	351	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
4	207	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE
4	351	DSGKSUNV	GK-SUNV SMALL UNIVERSAL GROUNDING K
40	351	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
8	351	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO
13	785	NNTN7065B	IMPRES MULTI UNIT CHARGER US/NA/CA/
80	136	A03JAC9JA1 N	143-174MHz MINITOR VI PAGERS

EXHIBIT B**TERMS**

1. The Equipment is more fully described in Exhibits "A-1" and "A-2" to the Lease Purchase Agreement.
2. Fixed Interest Rate: **1.34%**
Commencement Date: October 31, 2016

Payment Date	Principal Component	Interest Component	Rental Payment
09/01/2017	\$1,096,159.00	\$92,290.40	\$1,188,449.40
03/01/2018	-	47,750.67	47,750.67
09/01/2018	1,148,393.00	47,750.67	1,196,143.67
03/01/2019	-	40,056.44	40,056.44
09/01/2019	1,163,885.00	40,056.44	1,203,941.44
03/01/2020	-	32,258.41	32,258.41
09/01/2020	1,179,587.00	32,258.41	1,211,845.41
03/01/2021	-	24,355.18	24,355.18
09/01/2021	1,195,500.00	24,355.18	1,219,855.18
03/01/2022	-	16,345.33	16,345.33
09/01/2022	1,211,628.00	16,345.33	1,227,973.33
03/01/2023	-	8,227.42	8,227.42
09/01/2023	1,227,973.00	8,227.42	1,236,200.42
Total	\$8,223,125.00	\$430,277.30	\$8,653,402.30

3. The Tower Equipment will be located at the addresses provided on Exhibit A-1, and the Mixed Equipment will be located at or near the Fluvanna County Sheriff's Office, located at 160 Commons Blvd, Palmyra, Virginia 22963, or on the Tower Equipment.
4. Address of Lessee, for notification purposes, is:

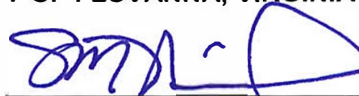
132 Main Street	P.O. Box 540
Palmyra, VA 22963	Palmyra, VA 22963
(hand deliveries)	(U.S. Mail)
5. Address of TDEF, for notification purposes, is: 1006 Astoria Boulevard, Cherry Hill, NJ 08034

[Signature Page Follows]

Acknowledged and Accepted:

LESSEE:
COUNTY OF FLUVANNA, VIRGINIA

By:



Name: Steven M. Nichols

Title: County Administrator

[Signature Page to Exhibit B]

EXHIBIT C**INSURANCE COVERAGE REQUIREMENTS CERTIFICATE**

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

VaCorp.
1315 Franklin Road, SW
Roanoke, Virginia 24016
Contact: Stephanie Brown
E-mail: sbrown@riskprograms.com
Telephone: (844) 986-2705
Facsimile: (540) 581-0683

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "its successors and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required on non-School bus collateral:
\$1,000,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability
- c. Public Coverage Required on School bus collateral:
\$5,000,000.00 per person
\$5,000,000.00 aggregate bodily injury liability
\$5,000,000.00 property damage liability

OR

2. We are self-insured for all risk physical damage, with the prior written consent of the Lessor, and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
3. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TDEF prior to the time that the Equipment or Unit thereof is delivered to us.

Certified this 31st day of October, 2016

LESSEE:
COUNTY OF FLUVANNA, VIRGINIA

By: 

Name: Steven M. Nichols

Title: County Administrator

EXHIBIT D**ACCEPTANCE CERTIFICATE**

The undersigned, as Lessee under the Lease Purchase Agreement (the "Agreement") numbered 1, with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of the Equipment described in Exhibit "A" attached to the Lease Purchase Agreement, a copy of which is attached hereto, this 31st day of October, 2016.

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitrage contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this 31st day of October, 2016

LESSEE:
COUNTY OF FLUVANNA, VIRGINIA

By: 

Name: **Steven M. Nichols**

Title: **County Administrator**

EXHIBIT E

[Intentionally Deleted]

EXHIBIT F

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated October 31, 2016 with TD EQUIPMENT FINANCE, INC. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

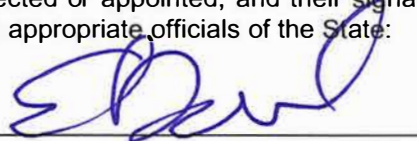
A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:



Signature

Name Printed: Steven M. Nichols
 Title Printed: County Administrator



Signature

Name Printed: Eric M. Dahl
 Title Printed: Deputy County Administrator/
 Director of Finance

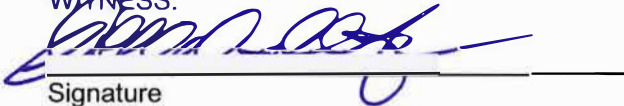
B. ESSENTIAL USE:

1. The Equipment will be used by Lessee for the specific purpose of:
2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the Term hereof. The Equipment is expected to be used by Lessee for a period in excess of the Term hereof.
3. Funds are expected to come from the General Fund of Lessee.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the 31 day of October, 2016.

WITNESS:



Signature

Richard L. Hurlbert Jr. Bond Counsel
 Name & Title Printed

WITNESS:



Signature

MARTIN BROOKHART, MGMT ANALYST
 Name & Title Printed

EXHIBIT G-1

[Intentionally Deleted]

EXHIBIT H

[Intentionally Deleted]

EXHIBIT I
GENERAL TERMS

INSURANCE AUTHORIZATION

*****Please be advised that we are unable to release any funds to you or your vendor (s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at 856-685-**

To Whom It May Concern:

This is to advise you that Stephanie Brown VA Corp
Insurance Agent Insurance Company

1315 Franklin Rd. SW Roanoke VA 24016
Address City State Zip Code

Stephanie Brown is my authorized agent.

Telephone and Fax Number:

Please contact your agent and ask them to provide a binder or Certificate of Insurance, followed by the original policy, showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:

TD Equipment Finance, Inc., its successors and assigns. ("Lessor")
1006 Astoria Blvd.
Cherry Hill, NJ 08034
Phone: (856) 685-
Fax: (856) -

II. LIABILITY INSURANCE:

Lessor **must** be named as **Additional Insured** as its interests may appear. \$1,000,000 combined single limit for Bodily Injury and Property Damage.

III. PHYSICAL DAMAGE INSURANCE:

Lessor **must** be provided with a standard **Lender's Loss Payable clause** showing the interest of Lessor as lessor and loss payee, and fire and extended coverage, including theft, vandalism, malicious mischief, etc. The insurance is required in amount equal to your equipment cost of or replacement value, whichever is the greater.

IV. NOTICE OF CANCELLATION:

30 Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:

A Description of Equipment Covered **must** be inserted in the Policy and Certificate. Attach a copy of Schedule A, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE:

COUNTY OF FLUVANNA, VIRGINIA

By: 

Name: Stephen M. Nichols

Title: County Administrator

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.

EXHIBIT B
INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement (“Agreement”)** to establish a Shared Public Safety Radio System referred to herein as the **“Piedmont Public Safety Communications System” (“Piedmont System”)**, is entered into this ____ day of _____, 2018, between **Fluvanna County (“Fluvanna”)** and **Louisa County (“Louisa”)**, both political subdivisions of the Commonwealth of Virginia, together **“Parties”** (Fluvanna and Louisa may be referred to individually as a **“Party”**).

RECITALS

WHEREAS, each of the Parties has the power to establish a system that serves the fire, rescue, law enforcement, emergency, and other radio communications of their respective localities;

WHEREAS, Fluvanna purchased an Astro VHF Simulcast P25 Public Safety Communications System which includes a System Core, as defined in Article 1, (collectively the “Fluvanna System”) from Motorola Solutions, Inc., in 2015 pursuant to the Communications System Agreement to provide radio communications for Fluvanna public safety personnel, replacing an existing four-channel conventional radio system;

WHEREAS, Fluvanna initially financed its purchase of the Fluvanna System and has since refinanced with TD Equipment Finance, Inc. under that Equipment Lease Purchase Agreement dated October 31, 2016 with the Fluvanna System financing scheduled to be paid in full on September 1, 2023 based upon the terms of such agreement;

WHEREAS, Louisa also purchased an Astro VHF Simulcast P25 Public Safety Communications System (“Louisa System”) from Motorola Solutions, Inc., in 2017 pursuant to an agreement, without a system core, to replace the existing conventional VHF simulcast system, with an anticipated cutover date in December 2018;

WHEREAS, Louisa paid for its purchase of the Louisa System to operate in conjunction with the Fluvanna Core and with the intent of utilizing the Fluvanna Core. Said purchase price was derived in total from appropriated funds from Louisa County’s General Fund, and specifically from its Capital Improvement Budget. All additional monies required by Louisa County to comply with the terms of this Agreement shall be derived from appropriations from its General Fund. Nothing contained herein, however, shall obligate future boards of supervisors to appropriate funds for this purpose;

WHEREAS, the Fluvanna System was designed with the System Core configured to host both the Fluvanna and the Louisa public safety communication radio systems and to accommodate potential future regional collaboration and sharing of the System Core;

WHEREAS, it is the intent of the Parties that the Piedmont System be able to accommodate several independent simulcast cells that share a common System Core, and that the System Core may be expanded in the future by upgrading the System Core to host additional public safety communication radio systems beyond supporting only the Fluvanna System and Louisa System;

WHEREAS, pursuant to Section 15.2-1300 of the Code of Virginia, 1950, as amended (the “Code”), the Parties have determined to jointly exercise their powers with respect to the Piedmont System (as defined below), as provided for in this Agreement, whose governing bodies have adopted ordinances as required by Section 15.2-1300 of the Code, approving this Agreement in furtherance thereof; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of creating the Piedmont System, providing for the operation thereof, providing for the maintenance, upgrade and operation of the System Core and related matters and to govern the relationship among the Parties related to the foregoing, as required under Section 15.2-1300 of the Code.

AGREEMENT

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and the above recitals which are incorporated by reference herein, the Parties hereto pursuant to the provisions of Section 15.2-1300 of the Code of Virginia (1950), as amended, do covenant and agree to the following:

ARTICLE I: DEFINITIONS

“Agreement” shall mean this Intergovernmental Agreement, and any and all amendments hereto.

“Piedmont System” shall mean that system of public safety communications radio systems that use the System Core established by the Parties under this Agreement.

“Radio System Assets” shall mean system assets and equipment required for the operation of each Party’s system, and shall include and not be limited to, buildings, dispatch center furniture, fences, generators, grounding systems, HVAC systems, rights of way, roadways, site leases, towers, uninterruptible power supplies (UPS), the fire-alerting equipment, other fixed network equipment (*excluding the System Core*), and subscriber equipment (mobile and portable radios).

"System Core" shall mean the “Motorola L2 Core VHF-TDMA,” which is operated from and located at the Fluvanna County Sheriff’s Office, 160 Commons Blvd., Palmyra, VA 22963; and is more specifically described by Appendices A and B.

"System Managers" shall mean the County Administrators or their designees, who shall be responsible for the management and operation of their locality’s respective share of the Piedmont System.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Each of the Parties respectively make the following representations and warranties, all of which shall continue for the duration of this Agreement:

a. It has full power and authority to enter into this Agreement and to consummate and carry out the transactions contemplated by this Agreement. It has taken, or will take, all action required by this Agreement and other applicable laws in connection therewith;

b. It has duly authorized the execution and delivery of this Agreement by ordinance adopted by its governing body;

c. The execution and delivery of this Agreement and the performance of its obligations hereunder are within its powers, and will not conflict with, or constitute a breach or result in a violation of (1) any Federal or Virginia Constitutional or statutory provision, (2) in any material respect, any agreement or other instrument to which such party is a party or by which it is bound, or (3) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over it or its property;

d. There is no litigation at law or in equity or any proceeding before any governmental agency

pending or, to its knowledge, threatened with respect to (1) its existence, (2) its authority to execute and deliver this Agreement, (3) the validity or enforceability of this Agreement or the contemplated hereby, (4) the title of its officers who are executing this Agreement, or (5) any authority or proceedings relating to its execution and delivery of this Agreement; and

- e. It is a duly organized and validly existing political subdivision of the Commonwealth of Virginia.

ARTICLE III: DURATION OF AGREEMENT

This Agreement shall take effect upon its proper execution by both Parties after adoption of an ordinance related to the Agreement by each party as required by the Code. The initial term of this Agreement shall be twenty-five (25) years following the date of this Agreement, unless otherwise terminated by the Parties as provided in Article VIII. Upon expiration of the term of the Agreement, this Agreement may be renewed for three (3) subsequent terms of five (5) years each upon the written mutual agreement of the parties. This Agreement shall terminate upon non-renewal, in accordance with Article VIII, or as otherwise stated in this Agreement.

ARTICLE IV: PURPOSE

The purpose of this Agreement is to provide the terms and conditions of the joint undertaking of the parties hereto with respect to the Piedmont System and common use of the System Core as required by Section 15.2-1300 of the Code. The joint undertaking will involve shared operation, use, maintenance, and potential expansion and upgrades of the System Core, and all other things necessary or proper to carry out the foregoing purposes.

ARTICLE V: SYSTEM ACQUISITION AND MAINTENANCE COSTS

Section 5.1 - PIEDMONT SYSTEM PARTY "BUY IN"

- a. The Parties acknowledge and agree that Fluvanna has installed the Fluvanna Radio System Assets including the System Core, at its sole expense.
- b. The Parties acknowledge and agree that Louisa has contracted for purchase of the Louisa Radio System Assets, at its sole expense, without a System Core.
- c. The Parties agree that Louisa will pay to Fluvanna one-half of the initial acquisition and installation cost of the System Core shown in Appendix C, with such amount determined to be \$380,689.03 as Louisa's required contribution to become a Party in the Piedmont System. Louisa agrees to pay such amount to Fluvanna within ten (10) days of the date Louisa and Motorola Solutions, Inc., agree to system acceptance for the Louisa System under the contract for the purchase of the Louisa System, or the date that the Louisa System is being used for public safety radio communications by Louisa and is connected to the System Core, whichever is sooner. Should Louisa fail to make the payment to Fluvanna required by this Section 5.1(c) within forty-five (45) days of the date due, then at Fluvanna's option and upon written notice to Louisa this Agreement shall immediately terminate and Fluvanna shall own the System Core and Louisa shall have no rights of use of or ownership in the System Core and any payments previously made by Louisa related to this Agreement shall not be refunded or repaid.
- d. In anticipation of such payment specified above and at Louisa's sole cost and expense, Louisa will be allowed to connect to the System Core via microwave backhaul from the Fluvanna communications tower (the "Tower") located at 1214 Salem Church Road, Palmyra, Virginia 22963 at the location identified in Appendix D hereto.

(1) Louisa shall pay the cost of any and all utilities, emergency generator, insurance, security, maintenance or services/items it requires for its Radio System Assets at the Tower.

(2) Any use by Louisa of the Tower cannot interfere with any rights of the Central Virginia Electric Cooperative (CVEC) or Fluvanna under that deed dated the 25th day of August, 2017, from CVEC to the County of Fluvanna recorded in the Circuit Court Clerk's Office of the County of Fluvanna in Deed Book 993, page 685 (the "CVEC deed").

(3) Louisa agrees it shall abide by all terms of the CVEC deed and further that it shall not cause any interference with the provisions thereof.

(4) Should any use by Louisa of the Tower disturb either Fluvanna or CVEC or cause any breach or violation of any provision of the CVEC deed, then Fluvanna may upon written notice to Louisa require Louisa to vacate the Tower within a reasonable period of time stated in such notice (being at least 30 days) at Louisa's sole expense and Louisa shall be required remove all of its Radio System Assets from the Tower, Louisa shall be required to find another tower or telecommunications facility to locate on so as to connect to the System Core at Louisa's sole cost and expense. Fluvanna's right to exercise the remedy provided in this paragraph shall be conditioned on having provided Louisa a 30-day period in which to cure any breach or condition causing such breach. Should Louisa be required to vacate pursuant to this paragraph, Louisa shall be immediately relieved of all then-existing and future obligations under this Agreement.

(5) Louisa understands such may result in a disruption to services of the Louisa System and further agrees that any relocation shall not alter, modify or change any other requirement or provision of this Agreement even during a disruption of service.

Section 5.2 - SYSTEM CORE. The Parties further agree that the costs for the ongoing maintenance, repair, replacement, upgrades, enhancements and insuring of the System Core from the date of execution of this Agreement shall be shared equally by the Parties. Fluvanna has already entered into a "1st Addendum to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System for Maintenance Services" (the "Maintenance Agreement") with Motorola Solutions, Inc. dated December 20, 2017, for continued maintenance of the System Core, including Astro 25 Advanced and Advanced Plus Maintenance Services, until June 30, 2022 and Louisa has reviewed such agreement and approves of the same and agrees to pay for fifty-percent of the costs thereof relating to the System Core. Fluvanna has entered into certain other agreements relating to the System Core that pre-date this Agreement including: NONE. Louisa shall pay its equal share of the system core maintenance cost under the Maintenance Agreement (as shown in Appendix E) and of these Other System Agreements.

Section 5.3 – SOFTWARE UPGRADES & ANTIVIRUS. The Parties agree that it is imperative that the proper software versions and antivirus signatures be maintained to ensure compatibility between their respective systems. The Parties shall be jointly and equally responsible for the costs associated with software upgrades. The Parties further agree to enter into a Software Upgrade Assurance (SUA2) plan with Motorola Solutions, Inc. to ensure proper System Core lifecycle maintenance, and that the Parties will operate on the same software version (initially at version 7.16).

Section 5.4 – OTHER SHARED COSTS. Maintenance or other costs not covered by an existing contract will be agreed to in advance by each Party and each Party shall be responsible for fifty-percent of the costs thereof. Fluvanna may in its sole discretion pay any System Core costs or costs on account of the Piedmont System in full and then invoice Louisa for reimbursement of fifty-percent of the costs. All invoices from either Party shall be paid in full by the other Party within 30 days of the invoice date.

a. Agreements for any services relating to the System Core after execution of this Agreement shall be procured in a manner consistent with applicable law as joint procurements by both Parties with each Party's System Manager on the committee for review of any request for proposals, if applicable, or invitation for bids, if applicable. Small procurements may be negotiated by Fluvanna and shall be accepted and entered into by Louisa so long as reasonable and appropriate subject to a written contract executed by both Parties and the third-party contractor.

b. Overhaul or replacement of major units such as a generator, tower, or UPS, will be the responsibility of the Party that owns the equipment that is to be replaced.

Section 5.5 – CONTRACTING SERVICES. Fluvanna shall serve as the default contracting agent as it pertains to this agreement for System Core issues, including the acquisition of insurance, maintenance contracts, etc. Louisa may serve as contracting agent for a System Core issue if Fluvanna agrees to the same in advance. The respective System Managers shall review the terms and specifications of such proposed acquisitions before Fluvanna and Louisa enter into any contract and upon any modifications of a contract subject to any required approvals by Louisa or Fluvanna (with specific understanding that the policy of Louisa or Fluvanna may require approval by the Board of Supervisors of either or both Parties prior to execution). All contracts shall comply with the Virginia Public Procurement Act and must be properly approved by Louisa and Fluvanna consistent with each Party's procurement policy. Fluvanna shall bill Louisa for their portion of any costs paid by Fluvanna on Louisa's behalf as specified in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by either Louisa or Fluvanna for any costs contemplated hereunder or other amounts due under this Agreement are insufficient therefor, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty and Section 8.2 shall control disposition of joint equipment.

Section 5.6 - RADIO SYSTEM ASSETS. The Parties agree that the contracting services and costs for acquisition, maintenance, repair, upgrade, replacement, and insuring of their respective Radio System Assets other than the System Core shall be the sole responsibility of the Party who owns the equipment/asset.

Section 5.7 - SYSTEM MANAGER RESPONSIBILITIES. The Piedmont System Managers will jointly develop and implement policies and procedures necessary for the efficient and effective operation and maintenance of the System Core. In addition, they will oversee day-to-day maintenance functions of the System Core and be responsible for administrative functions, including billing for maintenance. Finally, they will develop a record keeping system adequate to facilitate the effective administration of this Agreement.

ARTICLE VI: PIEDMONT SYSTEM EXPANSION

Section 6.1 - FUTURE PIEDMONT SYSTEM EXPANSION. When the capacity of the System Core is no longer adequate to meet the aggregate needs of the Parties, or as new technologies emerge that will provide an improved radio system, the Parties may agree to jointly pursue the acquisition of additional frequencies or equipment necessary to utilize such technologies or frequencies. Should the parties agree that it is in their best interest to purchase additional equipment, a mutually agreeable cost sharing arrangement shall be negotiated by the Parties for the acquisition of such necessary equipment, and incorporated as an amendment to this Agreement.

Section 6.2 - ADDITION OF NEW GOVERNMENTAL USERS. The Parties acknowledge that the intent is to add additional localities to the system and Louisa agrees it shall formally agree by written amendment to this Agreement to the addition of any new parties to the Piedmont System if so requested by Fluvanna, provided that the addition of any new party does not substantially and unreasonably

interfere with or limit Louisa's use thereof as contemplated hereunder. If the Piedmont System is expanded beyond the two original localities, the Parties may agree to establish a System Manager position or contract to manage the regional system by written amendment of this Agreement.

ARTICLE VII: CLAIMS AND RESOLUTION OF DISPUTES

Section 7.1 - CLAIMS FOR COSTS OR DAMAGES. In the event that any claim for costs or damages is made against any Party arising out of or as a consequence of the operation of this Agreement, the Parties' System Managers, as defined herein, shall jointly develop and recommend to their governing bodies a proposal for allocation of such costs or damages and for settlement of any claim, if such is required to be paid. If the System Managers are unable to agree to a recommendation, the claim will then be handled in accordance with the procedure for "Resolution of Disputes" as set forth in Section 7.2 below.

Section 7.2 - DISPUTE RESOLUTION

a. Any Piedmont System management issues that cannot be resolved by the System Managers will be referred to Party's County Administrators for review and resolution.

b. The Parties agree that, in the event that there is a disagreement between them regarding compliance with the terms and conditions of this Agreement, for at least 60 days prior to filing any suit the disagreement will be discussed by the Parties in hopes of coming to a mutually agreeable solution and may be submitted by the Parties to a neutral mediator for assistance in reaching a resolution of the disagreement satisfactory to all Parties.

c. Each Party further agrees that, in the event of any breach/default or threatened breach/default by any Party of any covenant, warranty, or obligation contained in this agreement, the non-breaching/non-defaulting Party will be entitled (in addition to any other remedy that may be available, whether in law or equity) to seek (i) a decree or order of specific performance to enforce the observation and performance of such covenant, warranty, or obligation, and (ii) an injunction restraining such breach/default or threatened breach/default.

ARTICLE VIII: TERMINATION OF AGREEMENT

Section 8.1 - RIGHT TO WITHDRAW. Any Party to this Agreement has the right to withdraw from this Agreement at any time prior to the expiration of the initial term upon 60 days' notice to the other Party, and subject to having paid in full any outstanding shared cost then-due and still owed. All prepaid Shared Costs by Louisa shall be refunded in full by no later than 30 days following its withdrawal.

Section 8.2 - DISPOSITION OF JOINT EQUIPMENT. For purposes of this Section 8.2, Outstanding Shared Costs shall mean any outstanding unpaid shared costs under any contracts related to the System Core through the date of termination of this Agreement (with any contract for maintenance, insurance or similar services provided at a flat rate for a set period being prorated to the date of termination of this Agreement). Notwithstanding any other provision hereof, Louisa's required contribution under Section 5.1(c) is not a prepaid Shared Cost, and in no event shall Louisa be entitled to a refund or reimbursement of such required contribution; and further, Fluvanna shall never be required to reimburse or return such required contribution to Louisa.

In the event of termination or cancellation of this Agreement during the initial term under 8.1 owing to a withdrawal and not owing to a default of any Party, the System Core (which term shall include any and all upgrades, enhancements and other modifications thereto under this Agreement) shall become the property of Fluvanna and no reimbursements of any kind shall be made to Louisa for any payments made pursuant

to this Agreement excepting only prepaid Shared Costs. Louisa shall be required to pay to Fluvanna any of its' Outstanding Shared Costs, as defined above. Such payment must be made within thirty (30) days of the date of termination of this Agreement.

In the event of termination or cancellation of this Agreement after the initial term and not owing to a default of any Party, the System Core (which term shall include any and all upgrades, enhancements and other modifications thereto under this Agreement) shall become the property of Fluvanna and no reimbursements of any kind shall be made to Louisa for any payments made pursuant to this Agreement. In addition, Louisa shall be required to pay to Fluvanna any of its' Outstanding Shared Costs, as defined above. Such payment must be made within thirty (30) days of the date of termination of this Agreement.

In the event that Louisa defaults under this Agreement resulting in the termination of this Agreement, the System Core (which term shall include any and all upgrades, enhancements and other modifications thereto under this Agreement) shall become the property of Fluvanna and no reimbursements of any kind shall be made to Louisa for any payments made pursuant to this Agreement. In addition, Louisa shall be required to pay to Fluvanna any of its' Outstanding Shared Costs, as defined above. Such payment must be made within thirty (30) days of the date of termination of this Agreement.

In the event Fluvanna defaults under this Agreement resulting in the termination of this Agreement, the System Core (which term shall include any and all upgrades, enhancements and other modifications thereto under this Agreement) shall become the property of Fluvanna and Fluvanna shall reimburse Louisa for its share of the System Core purchased with joint funds under this Agreement, including the initial acquisition costs and all upgrades and enhancements thereof; however, the reimbursement shall only be current value of the System Core being the original costs thereof less any and all depreciation, as determined by an independent auditor qualified to value public radio systems jointly selected and compensated jointly in equal amounts by all Parties. Reimbursement shall occur within thirty (30) days of the date of termination of this Agreement. In addition, if Fluvanna defaults under this Agreement resulting in a termination of the Agreement, Louisa shall be required to pay any Outstanding Shared Costs, as defined above; less any shared costs prepaid by Louisa under any contracts for the System Core to which Fluvanna is a party (prepaid shall mean only costs for that portion of services not yet rendered as of the date of termination of this Agreement). Such payment must be made within thirty (30) days of the date of termination of this Agreement.

In the event of a termination or cancellation of this Agreement for any reason and after Louisa has paid all of amounts owing to Fluvanna required *supra*, Louisa and Fluvanna shall cooperate to amend any contracts for the System Core executed by both of them to remove Louisa as a party to such contract effective upon the termination of this Agreement.

Section 8.3 - DISPOSITION OF SEPARATE EQUIPMENT. The terminating Party may remove any or all of its own separate equipment, unless the removal of the equipment will render the System inoperable. In such case, the Party may not remove the equipment, but shall be reimbursed pursuant to section 8.2.

ARTICLE IX: MISCELLANEOUS

Section 9.1 - AMENDMENTS. This Agreement represents the entire agreement between the parties and this Agreement may not be amended, modified or otherwise altered without the express written consent of all Parties.

Section 9.2 - SEVERABILITY. If any provision of this Agreement is held invalid by any court of competent jurisdiction, the holding will not invalidate any other provision.

Section 9.3 - 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 Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

Section 9.4 - COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which will be original and all of which taken together will constitute one and the same instrument.

Section 9.5 – 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.

Section 9.6 – ATTORNEYS' FEES. In the event of a dispute between the Parties 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.

Section 9.7 – NO WAIVER. Failure of either Party 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.

Section 9.8 – NO ASSIGNMENT. This Agreement may not be assigned by either Party.

Section 9.9 – NOTICES: All written notices required or permitted under this Agreement shall be deemed sufficient if delivered in person to the County Administrator of the relevant Party or sent by first class mail to the County Administrator at the addresses set forth on the signature page 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. Any party may change its address for notices from time to time by written notice of such change to the other.

APPENDICES

- A. L2 Core Master Site Diagrams
- B. L2 Core Master Site Inventory
- C. L2 Core Master Site System Costs
- D. Tower Antenna Location Diagram
- E. L2 Core Master Site System Maintenance Costs

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers:

FLUVANNA COUNTY

By: _____

Steven M. Nichols
County Administrator
132 Main Street
Palmyra, VA 22932

Date: _____

ATTEST:

By: _____

Date: _____

Title: _____

Authorized pursuant to Ordinance No. _____

Approved as to form: _____
Fluvanna County Attorney

LOUISA COUNTY

By: _____

Christian R. Goodwin
County Administrator
1 Woolfolk Avenue
Louisa, VA 23093

Date: _____

ATTEST:

By: _____

Date: _____

Title: _____

Authorized pursuant to Ordinance No. _____

Approved as to form: _____
Louisa County Attorney

APPENDIX A - L2 CORE MASTER SITE

BOS 2018-10-17 p.127/360

H
G
F
E
D
C
B
A

Master Site

**Release 7.16 L2
Zone Core
Zone and System
Level Servers
(HP DL380 G9)**



**ZC1, DC-Zone,
ATR, UCS/Prov
Mgr, ZSS, BAR,
CSMS**



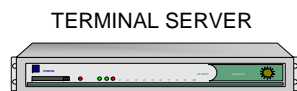
**ZC2, DC-sys, ZDS,
UEM, UNC**



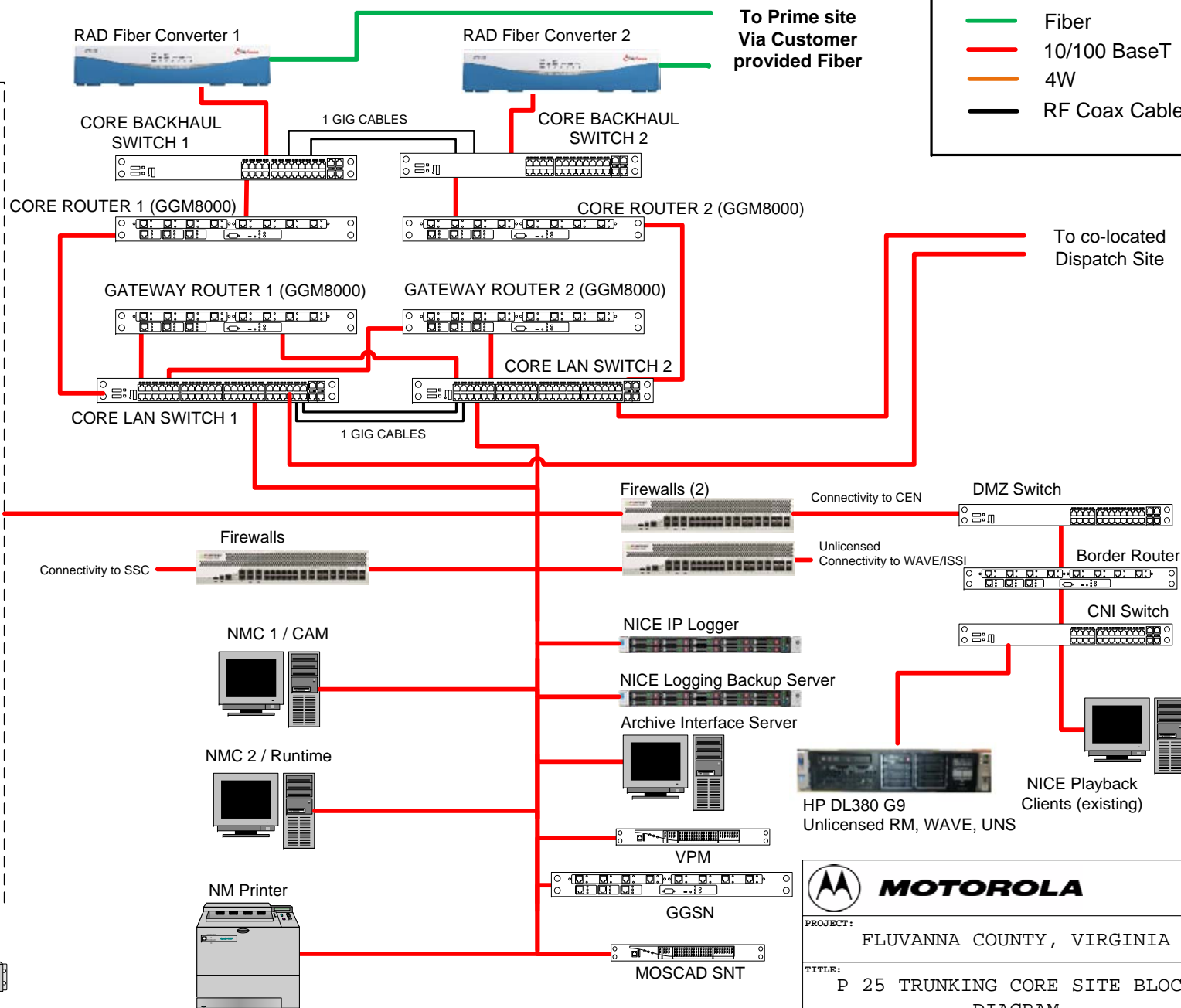
**Direct Attached
Storage (DAS)**



**Network Attached
Storage (NAS)**



**TERMINAL SERVER
FOR OUT OF BAND
MANAGEMENT**

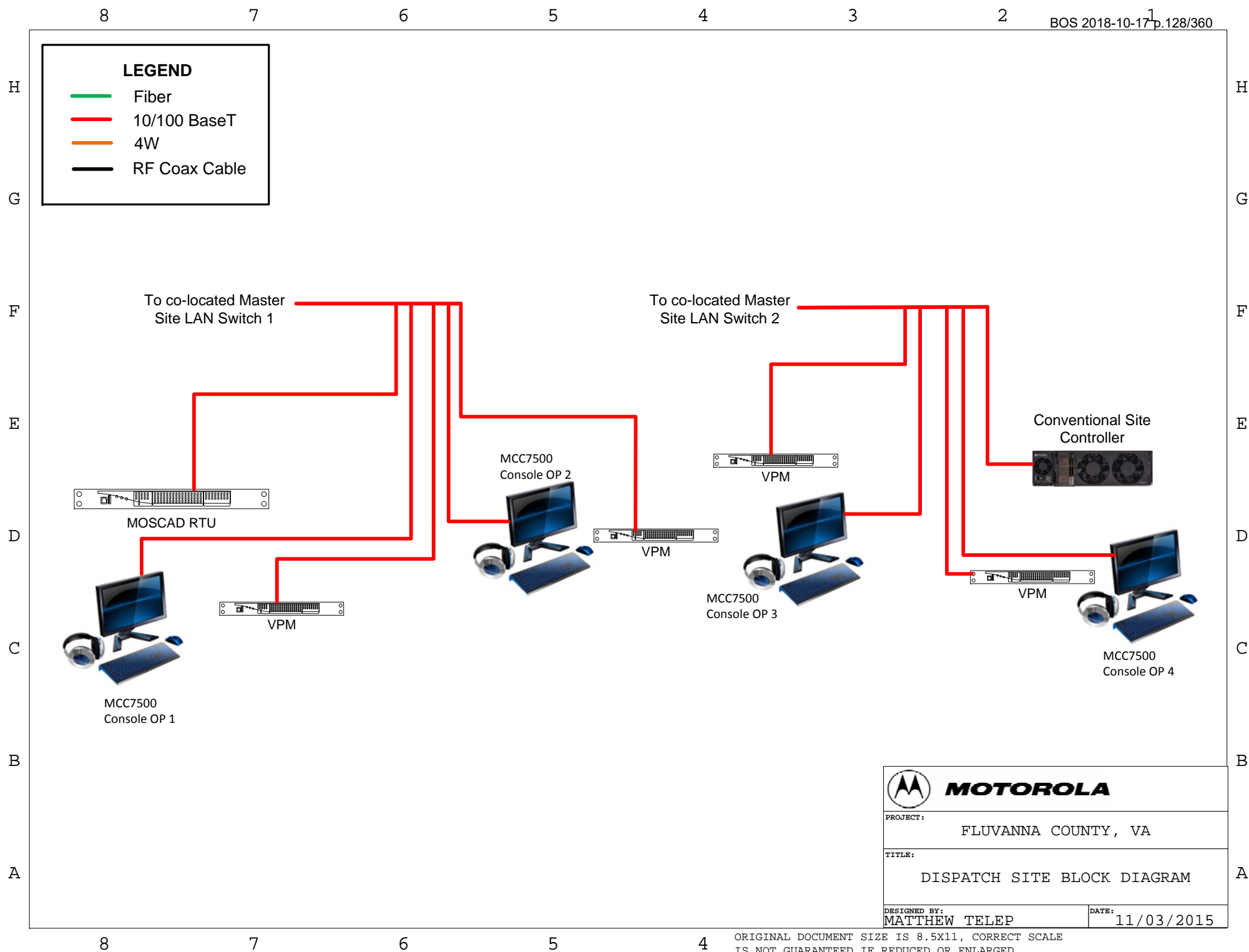



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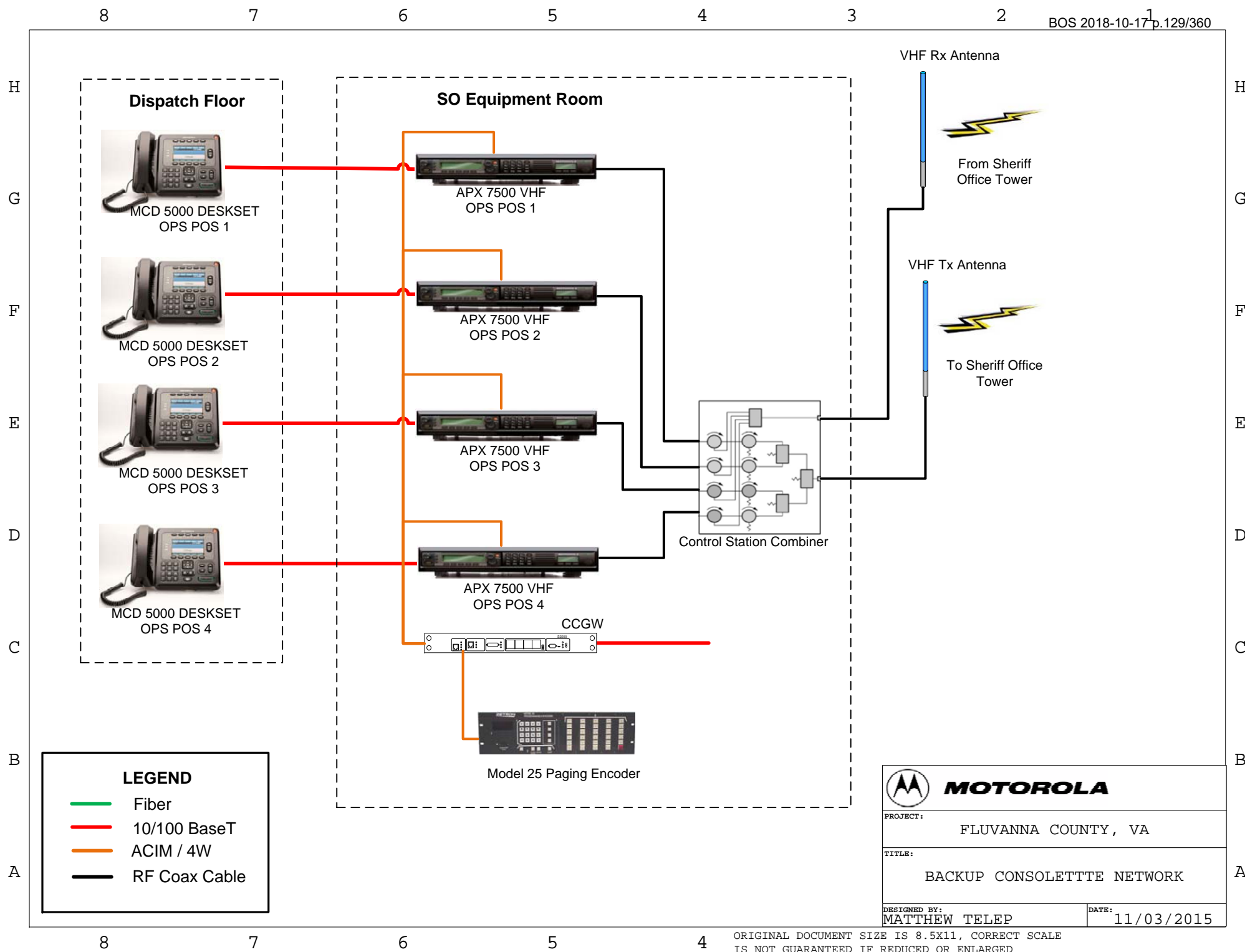
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TITLE: P 25 TRUNKING CORE SITE BLOCK DIAGRAM	
DESIGNED BY: MATTHEW TELEP	DATE: 11/03/2015

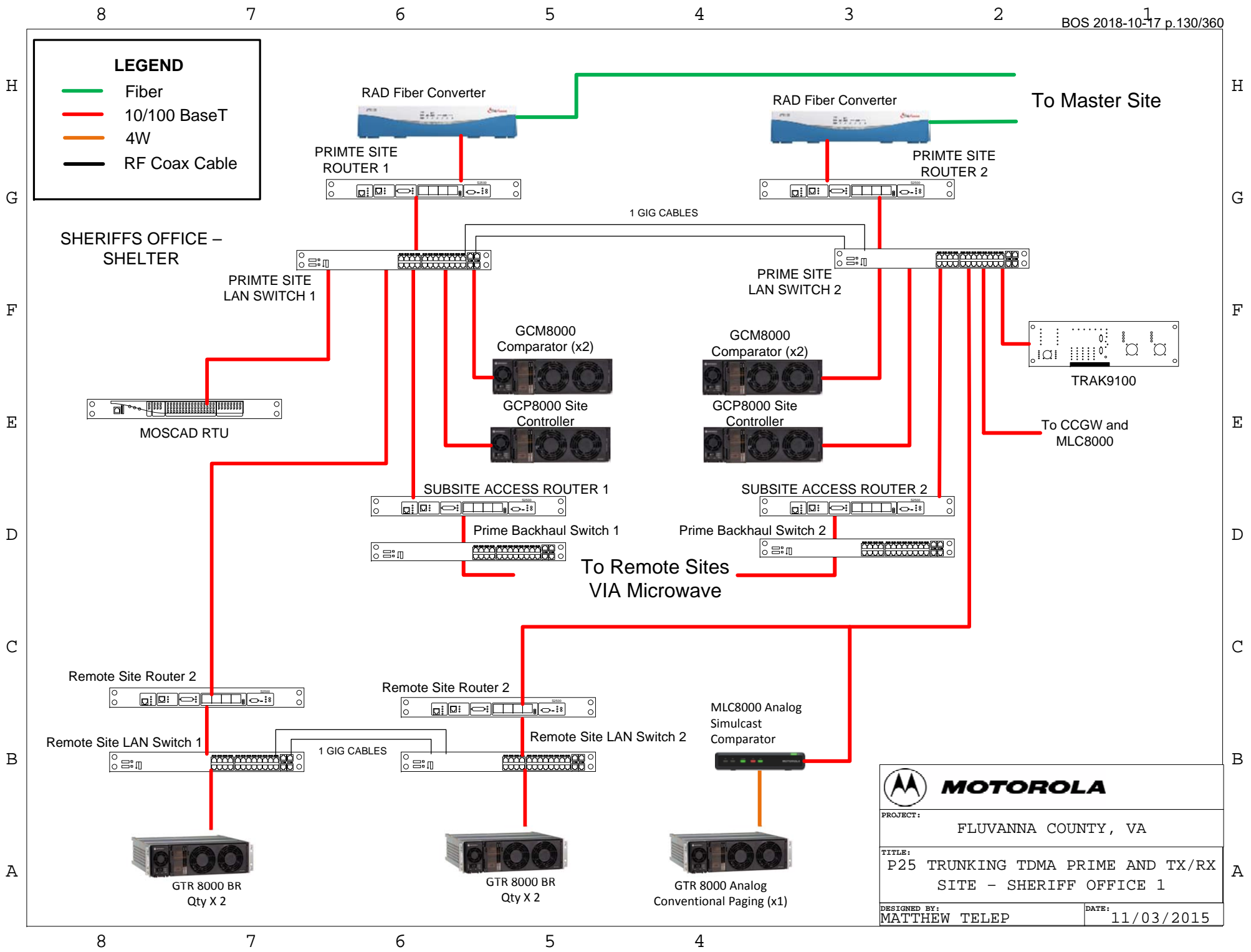
ORIGINAL DOCUMENT SIZE IS 8.5X11, CORRECT SCALE
IS NOT GUARANTEED IF REDUCED OR ENLARGED

8 7 6 5 4 3 2



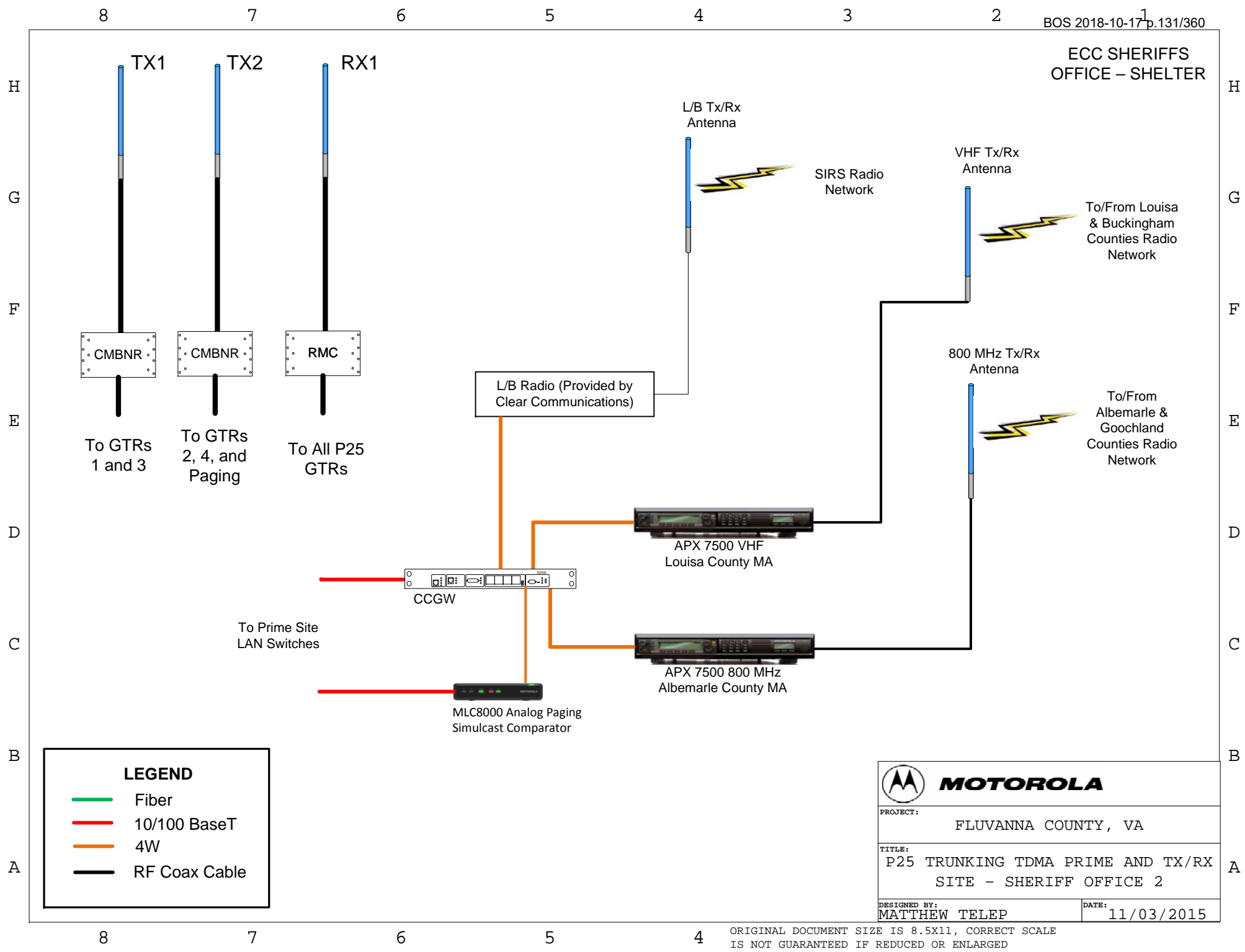
 MOTOROLA	
PROJECT: FLUVANNA COUNTY, VA	
TITLE: DISPATCH SITE BLOCK DIAGRAM	
DESIGNED BY: MATTHEW TELEP	DATE: 11/03/2015





PROJECT: FLUVANNA COUNTY, VA	
TITLE: P25 TRUNKING TDMA PRIME AND TX/RX SITE - SHERIFF OFFICE 1	
DESIGNED BY: MATTHEW TELEP	DATE: 11/03/2015

ECC SHERIFFS
OFFICE – SHELTER



Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola console.
AIS	Archiving Interface Server	The Archiving Interface Server (AIS) is used to serve audio and related information to third-party call logging hardware for audio archiving at a MCC 7500 Dispatch Console site. The AIS comprises of an Application platform with the appropriate additional elements [hardware (voice cards) and AIS application software]. The AIS acts as an intermediary between the thirdparty audio logging solution and the trunking system, hiding the proprietary interfaces from the third-party audio logging solution.
ATR	Air Traffic Router	A Private Network Management (PNM) server application that receives air traffic information from the Zone Controller, creates Air Traffic Information Access (ATIA) packets, and broadcasts them as the ATIA stream on the network. Various clients listen to this stream to perform their functions. Clients include the Zone Statistics Server (ZSS) and System Statistics Server (SSS), the Radio Control Manager (RCM), Dynamic Reports, ATIA Log Viewer and ZoneWatch applications, Affiliation Display, and other third-party clients. ATR receives, via the Self Managed Network interface, data about Infrastructure, Subscribers and configuration for ZoneWatch, Radio Control Manager (RCM) and Computer Aided Dispatch Interface (CADI).
BAR	Backup and Recovery Server	Provides centralized backup and restore (BAR) services to return the devices to an operational state in an ASTRO® 25 system.
CBS	Core Backhaul Switch	The core backhaul switch provides a link aggregation point for the network at the master site when Ethernet site and interzone links are implemented. Two core backhaul switches are required at the master site for this functionality.
CCGW	Conventional Channel Gateway	A site gateway that enables trunked system users to incorporate analog conventional channels into their dispatch operations without the requirement for separate hardware networks or channel banks. The CCGW provides analog call detection, vocoding and devocoding of audio, station keying and dekeying through Tone Remote Control (TRC) or E&M relay, and tone LOBL (Line Operated Busy Light) detection (for parallel console interoperation).
CSC	Conventional Site Controller	A GCP 8000 site controller with conventional software, which provides a way for console and radio users at the MCC 7500 Dispatch Console site to maintain communications over conventional resources local to that site when the console site is unable to maintain wide area operation.
CSMS	Core Security Management Server	A virtual machine that functions as a management entity for network security in an ASTRO® 25 system. The CSMS manages the components in the Network Interface Barrier (NIB) and is equipped with anti-malware management software and, optionally, remote user authentication management software.
DAS	Direct Attached Storage	A data storage device or system (e.g. an enclosure holding a number of hard disk drives) attached “directly” (without a network device) to a server or workstation. Provides the storage needs of the VMS servers
DC	Domain Controller	A Motorola radio system’s network management subsystem contains Domain Controllers, which provide Domain Name Services (DNS), Active Directory, and RADIUS services to all supported devices in the ASTRO® 25 system. Domain Controllers are also referred to as Authentication Servers because they provide authentication services.
FW	Firewall	A network security device providing network boundary enforcement and attack detection features.
GMC	Graphical Master Computer	MOSCAD Client used to view MOSCAD application
GWS	Graphical Workstation	MOSCAD Server aggregating and managing MOSCAD data
LBS	NICE Logging Backup Server	A server that archives IP log files from the Logger and SQL database information related to IP logfiles
NAS	Network Attached Storage	A data storage device attached to the network to store data from the BAR application
NMC	Network Management Client	The Network Management Client is a Windows based PC running the various network management client applications accessing the network management servers
None	NICE IP Logger	A logger that records IP voicepaths or Talkgroups in the Radio Network Infrastructure (RNI).
None	Terminal Server	Hardware that provides serial access to Network Management (NM) servers and network transport equipment in the zone. The terminal server has a separate direct RS-232 connection to each of its supported devices. When used to support remote analog access, the terminal server is often referred to as the Remote Access Server (RAS) or Analog Remote Access (ARA) server . When used to support out-ofband management, the terminal server is often referred to as the Out-of-Band management server.
None	TRAK	A system providing ultrastable frequency time and reference signals, referenced to the GPS satellite system.


MOTOROLA

PROJECT:

FLUVANNA COUNTY, VA

TITLE:

ACRONYMS AND DEFINITIONS P. 1

DESIGNED BY:

MATTHEW TELEP

DATE:

11/03/2015

Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola consolette.
Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola consolette.
Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola consolette.
Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola consolette.
Acronym	Name	Definition
4W	4 Wire E&M	4-wire (2-pair) transmission path for the voice signal.
ACIM	Astro Control Interface Module	The ASTRO Control Interface Module (ACIM) feature adds the serial control protocol to the GGM 8000 to allow exchanging control information between an MCC 7500 console and a Motorola consolette.


MOTOROLA

PROJECT:

FLUVANNA COUNTY, VA

TITLE:

ACRONYMS AND DEFINITIONS P. 2

DESIGNED BY:

MATTHEW TELEP

DATE:

11/03/2015

APPENDIX B - L2 Core Master Site Inventory

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE
1	CA02882AA	ADD: REDUNDANT CORE
1	CA01663AB	ADD: RACK
1	UA00137AA	ADD: EMAIL ALARM NOTIFICATIONS
1	CA01750AA	ADD: TERMINAL SERVER
1	CA02635AA	ADD: Fortinet Firewall Appliance
7	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
21	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
13	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC
1	UA00163AA	ADD: INTERSYSTEM DATA - CONNECTED CEN
1	CLN1856	2620-24 ETHERNET SWITCH
4	T7885	MCAFFEE WINDOWS AV CLIENT
1	T7537	KVL 4000 KEYLOADER
1	U239AD	ADD: ASTRO 25 MODE
1	X795AJ	ADD: ASN MODE
1	CA01598AA	ADD: AC LINE CORD US
1	C793BM	ADD: ADD: DVI-XL ENCRYPTION SOFTWARE
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION
1	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	C724	CABLE, KEYLOAD
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
1	TDN9390	KVL CABLE FOR XTS3000 AND MTS2000
1	TKN8209	CABLE KEYLOAD MX
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
2	DLN6975	FRE: DL380 G9 HC 900 GB DISK
1	DLN6972	FRU: DL380 G9 POWER SUPPLY
2	DLN6970	FRU: DL380 G9 HARD DRIVE
2	DLN6971	FRU: DL380 G9 DVD DRIVE
1	DLN6976	FRE: DL380 G9 HC 600 GB DISK
1	DLN6880	DAS - CHASSIS ONLY
2	DLN6978	FRU: DOTHILL 4524 RAID I/O CONTROLLER MODULE
2	DLN6867	DAS POWER SUPPLY
4	CKN6967	CABLE, DATA,MINI-SAS TO MINI-SAS HD, LENGTH 1M
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION

QTY	NOMENCLATURE	DESCRIPTION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
1	CA01194AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
7	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
1	CA01194AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSTRAK91008E	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1859	2620-48 ETHERNET SWITCH
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	DSTRAK91061	FOUR PORT DDM
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6892	FRU: XCVR VHF V2
1	DLN6897	FRU: PA VHF
1	DLN6569	FRU: GCP 8000/GCM 8000
1	DLN6781	FRU: POWER SUPPLY
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DLN6793B	FRU: PWR EFF POWER SUPPLY AC/48VDC
1	DLN6898	FRU: FAN MODULE
1	DLN6821	FRU: GTR ANALOG 4W E&M SIMULCST KIT
1	DLN6709	GTR/GPW OPTION CARD
1	DLN6794	FRU: PWR EFF OPTION CARD
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC

QTY	NOMENCLATURE	DESCRIPTION
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY

QTY	NOMENCLATURE	DESCRIPTION
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	TRN7343	SEVEN AND A HALF FOOT RACK
1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port

QTY	NOMENCLATURE	DESCRIPTION
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CLN1856	2620-24 ETHERNET SWITCH
1	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
1	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	X530BG	ADD: VHF (136-174 MHZ)
3	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	CA00884AA	ADD: QTY (1) XHUB
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
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1	NPI_000005	Microwave Hop Estimate
1	NPI_000003	PLACEHOLDER Multicoupler, VHF custom 8 port
1	NPI_000001	PLACEHOLDER Combiner, VHF custom 4 port
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
809 Pinnacle Drive
Suite G
Linthicum, MD 21090

Telephone: +1 410 712 6200
Fax: +1 410 712 6489

December 5, 2017

Mr. Michael Grandstaff
ECC Director
Fluvanna County
160 Commons Boulevard
Palmyra, VA 22963

Re: Fluvanna County's Core (Master Site)

Dear Mr. Grandstaff:

Per our discussion on Tuesday, December 5, I will describe Louisa County's use of the Core currently located at the Fluvanna County Sheriff's Office. Fluvanna County will not have to make any adjustments or purchase any additional equipment in order to bring Louisa County onto its Core. At a high level, Louisa County has purchased a microwave hop (link) between the CVEC site and the Zion Crossroads site. This will allow Louisa County to connect their Prime Site, Dispatch Consoles and RF sites to the Core. Both the Fluvanna County and Louisa County remain autonomous.

A benefit derived by operating as a regional system is that each County is able to utilize the others coverage footprint without changing a channel/knob on the radio. In addition, if the Core is inoperable or either County loses connectivity to the Core they will remain in "Site Trunking" essentially little to no change to the system operation for the end users.

Louisa County will have its own Unified Event Manager (UEM) terminal and Remote Terminal User's (RTU's) for alarm and control functionality at its sites. A Provisioning Manager terminal has been purchased to allow Louisa to make adjustments to their fleet without infringing on Fluvanna County. A Zone Watch and Historical terminal will provide Louisa County with critical system information.

An attachment has been provided that shows the equipment list breakdown and selling price of the Core sold to Fluvanna County. As Motorola, implements and builds out the Louisa County system, we are contractually obligated to provide system documentation which will include a shared system diagram and tower/antenna location diagram. These items will be provided as completed.

If you have any questions/concerns, please contact me at C-(804) 370-6247.

Sincerely,

Steve R. Garner

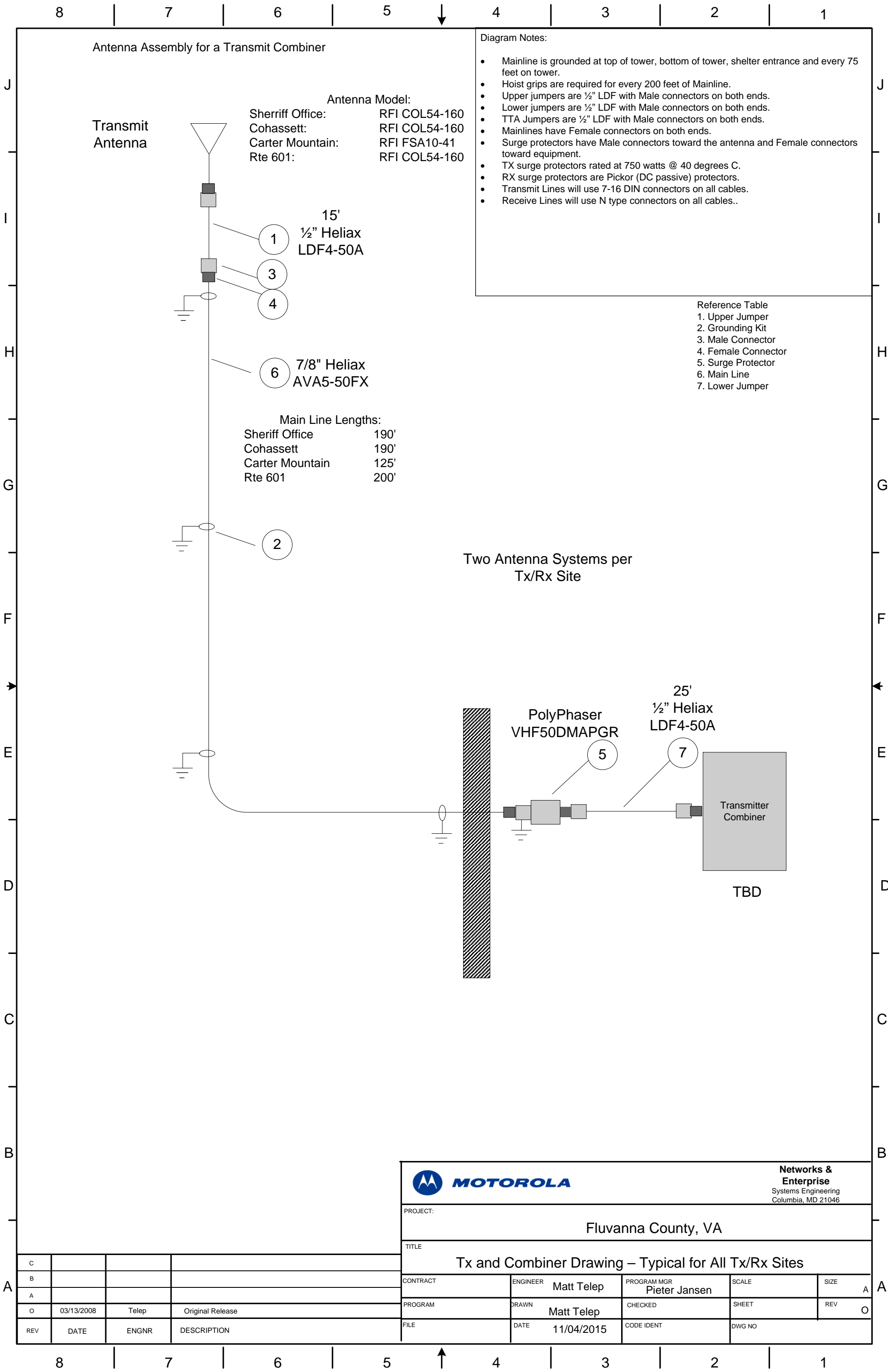
Motorola Solutions, Inc.
Steve R. Garner
Senior Account Manager

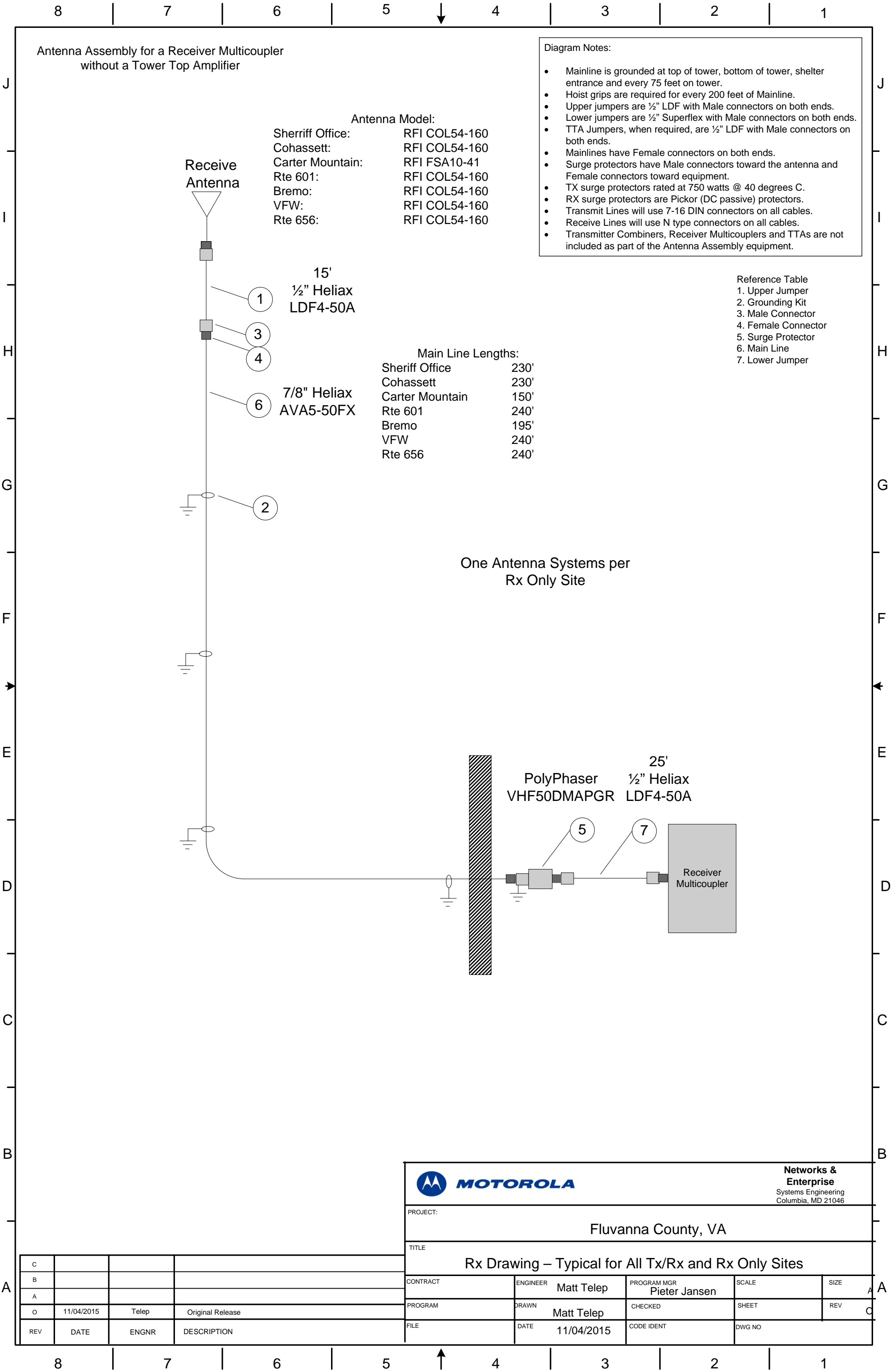


Motorola Solutions, Inc.
809 Pinnacle Drive
Suite G
Linthicum, MD 21090

Telephone: +1 410 712 6200
Fax: +1 410 712 6489

EQUIPMENT LIST--CORE		CONTRACT PRICE
MNC Servers		\$ 197,391.00
Networking/Routing/Switching Equipment		\$ 31,030.10
Network Security and AntiVirus Protections		\$ 6,443.25
NMS/Fault Management		\$ 126,333.10
Network Management System Clients/Printers		\$ 15,953.00
NMS Software Applications		\$ 595.00
Key Management Facility/Key Fill		\$ 5,392.91
P25 Comparators/Audio Distribution		\$ 90,480.00
Timing/Frequency Reference		\$ 28,165.16
Rack/Cabinet		\$ 420.75
Grounding/Suppression		\$ 822.80
Software/Firmware Licenses		\$ 148,500.00
Programming Software, Cables and Interface Equipment		\$ 850.00
Spare Equipment		\$ 109,001.00
TOTAL PRICE FOR CORE		\$ 761,378.07





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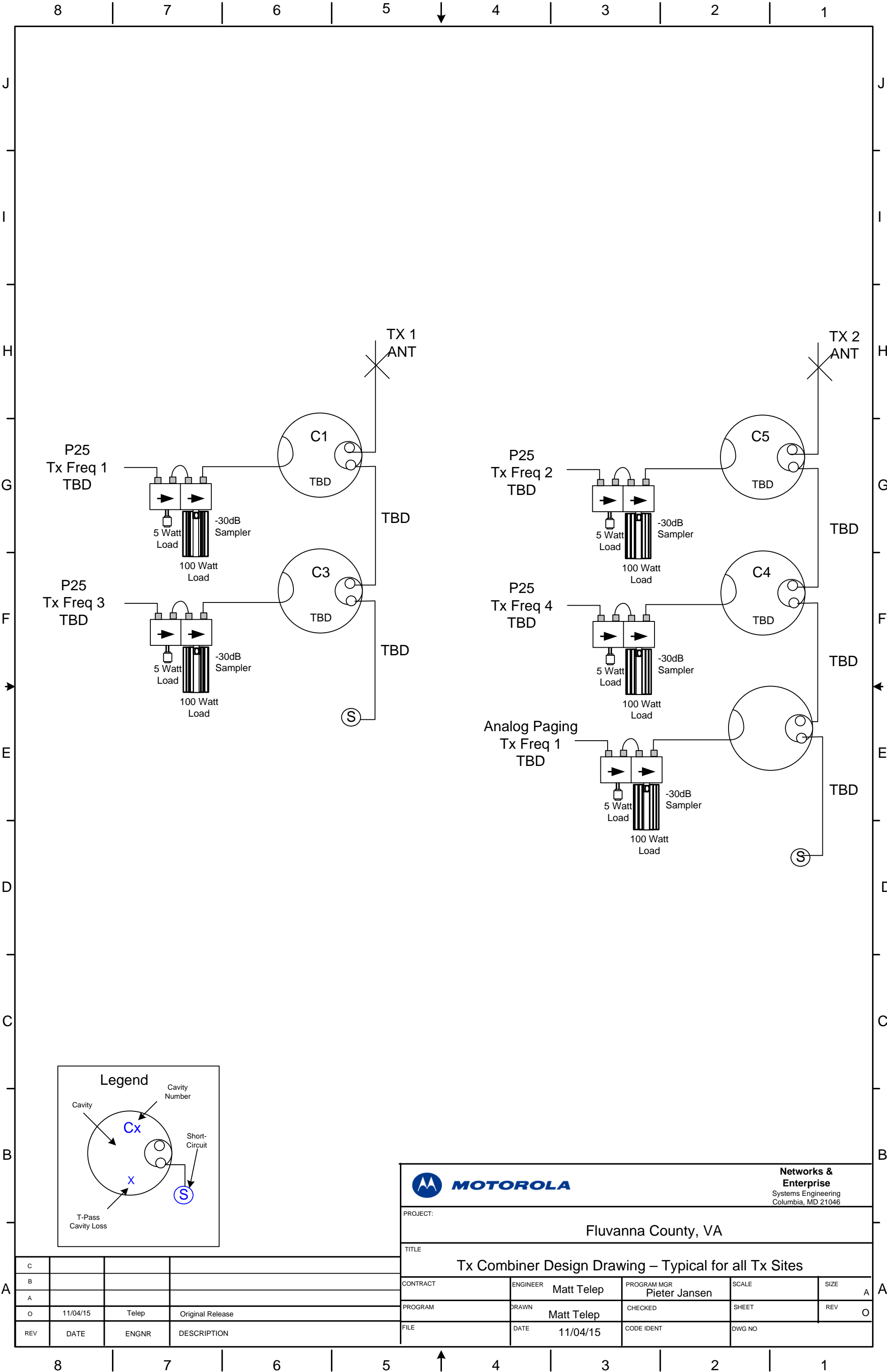
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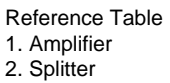
**MOTOROLA**

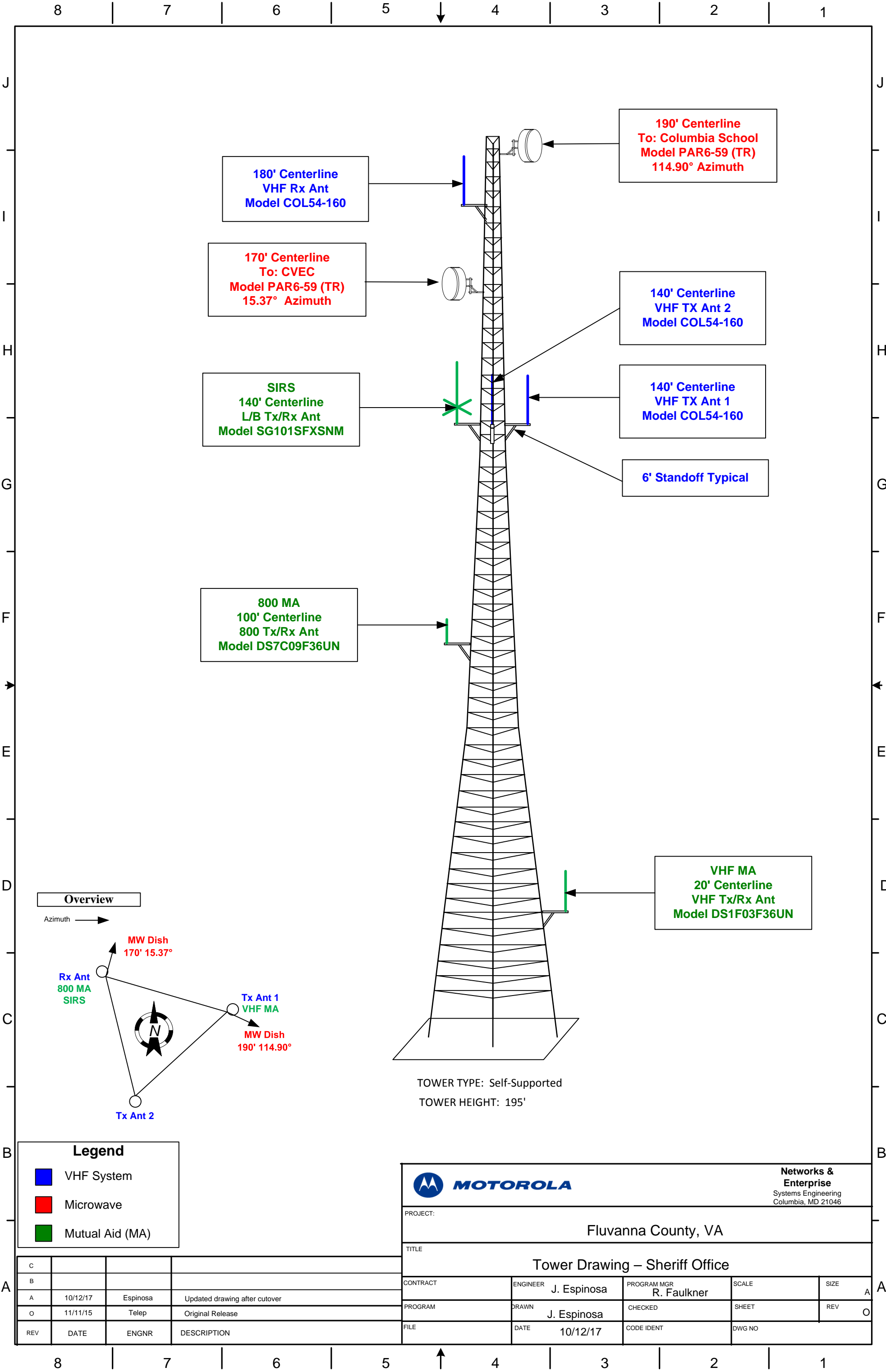
Networks & Enterprise
Systems Engineering
Columbia, MD 21046

PROJECT:
Fluvanna County, VA

TITLE
Tx Combiner Design Drawing – Typical for all Tx Sites

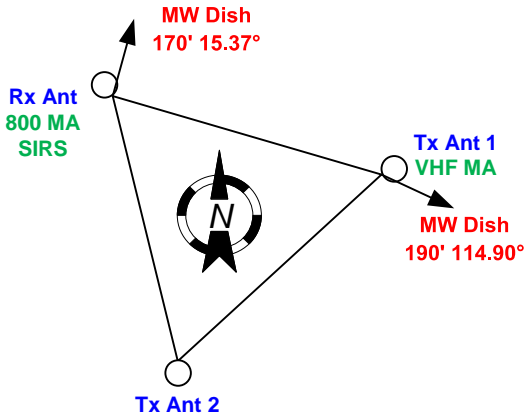
CONTRACT	ENGINEER Matt Telep	PROGRAM MGR Pieter Jansen	SCALE	SIZE A
PROGRAM	DRAWN Matt Telep	CHECKED	SHEET	REV O
FILE	DATE 11/04/15	CODE IDENT	DWG NO	





Overview


Azimuth →

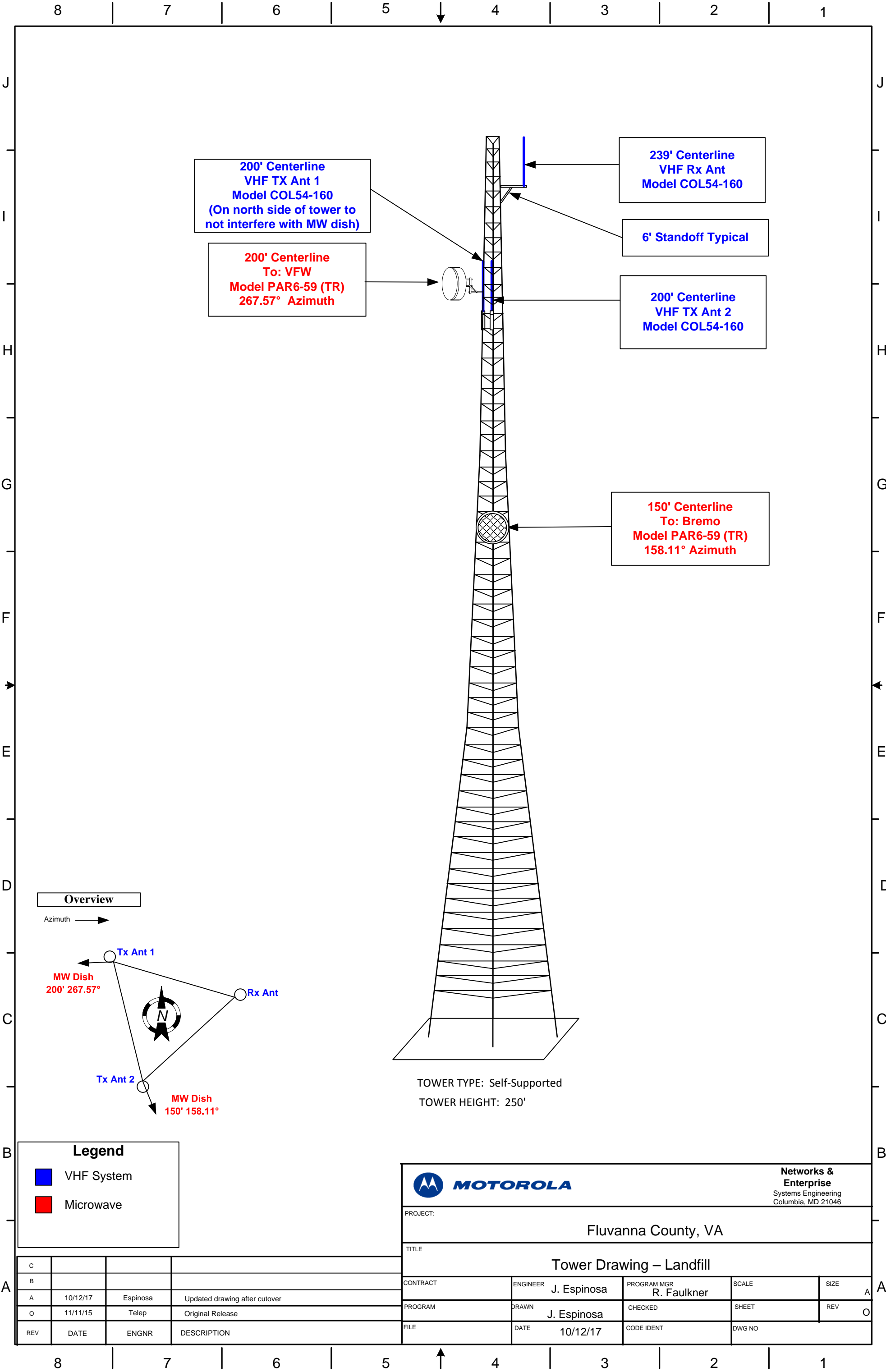


Legend

- VHF System
- Microwave
- Mutual Aid (MA)

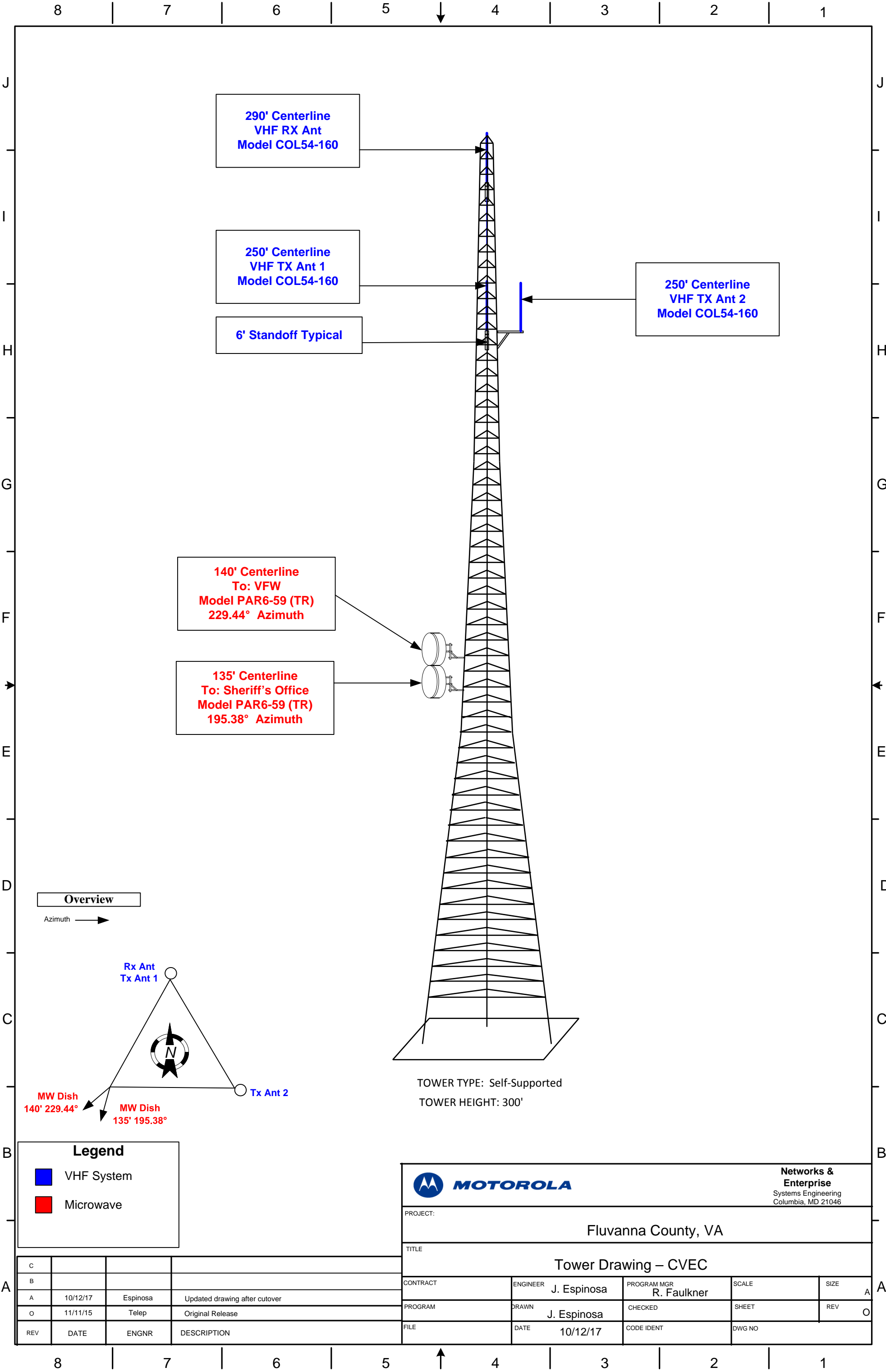
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B			
A	10/12/17	Espinosa	Updated drawing after cutover
O	11/11/15	Telep	Original Release
REV	DATE	ENGNR	DESCRIPTION

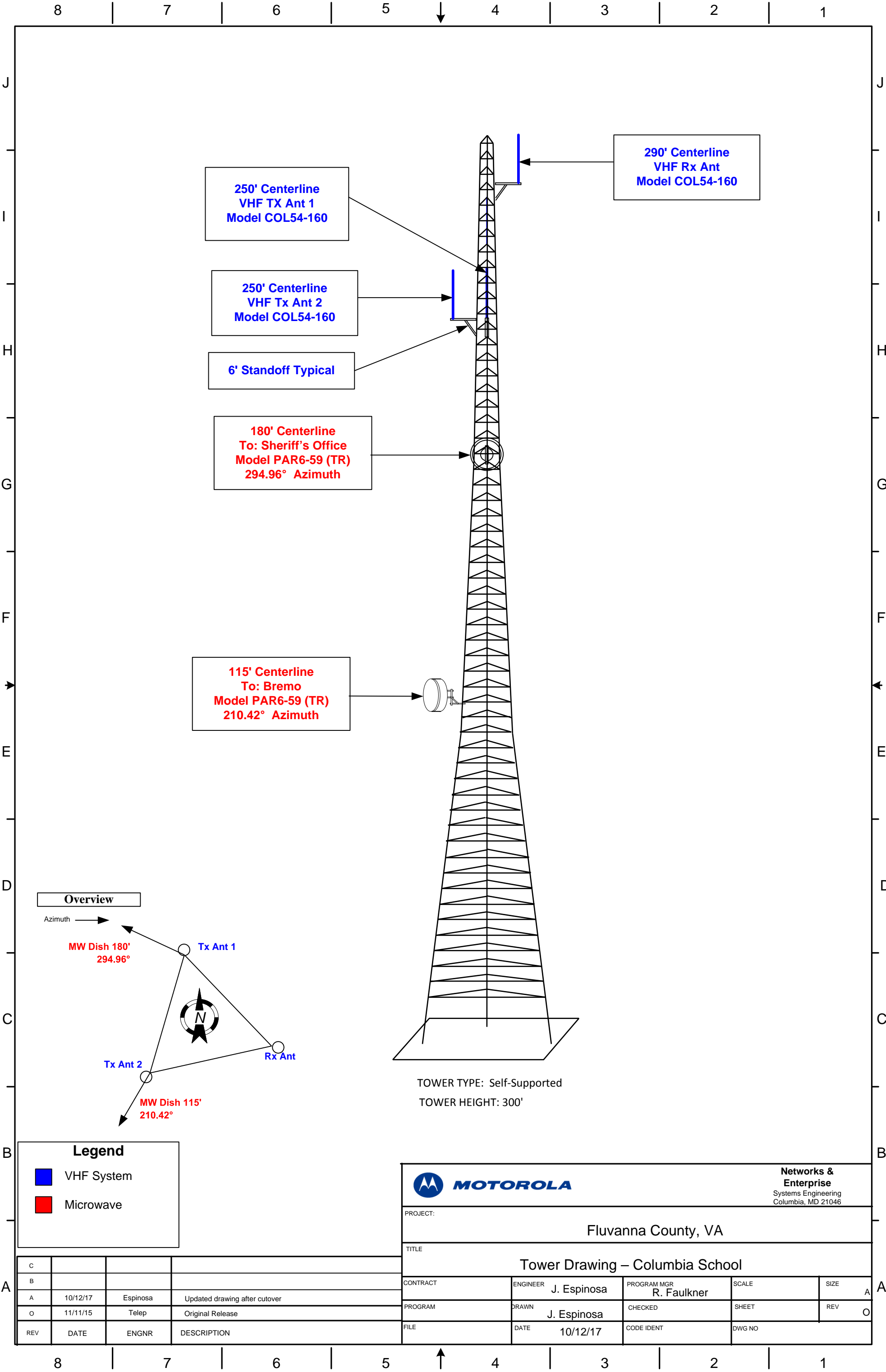
<div> MOTOROLA</div> <div>Networks & Enterprise Systems Engineering Columbia, MD 21046</div>				
PROJECT: Fluvanna County, VA				
TITLE: Tower Drawing – Sheriff Office				
CONTRACT	ENGINEER J. Espinosa	PROGRAM MGR R. Faulkner	SCALE	SIZE A
PROGRAM	DRAWN J. Espinosa	CHECKED	SHEET	REV O
FILE	DATE 10/12/17	CODE IDENT	DWG NO	

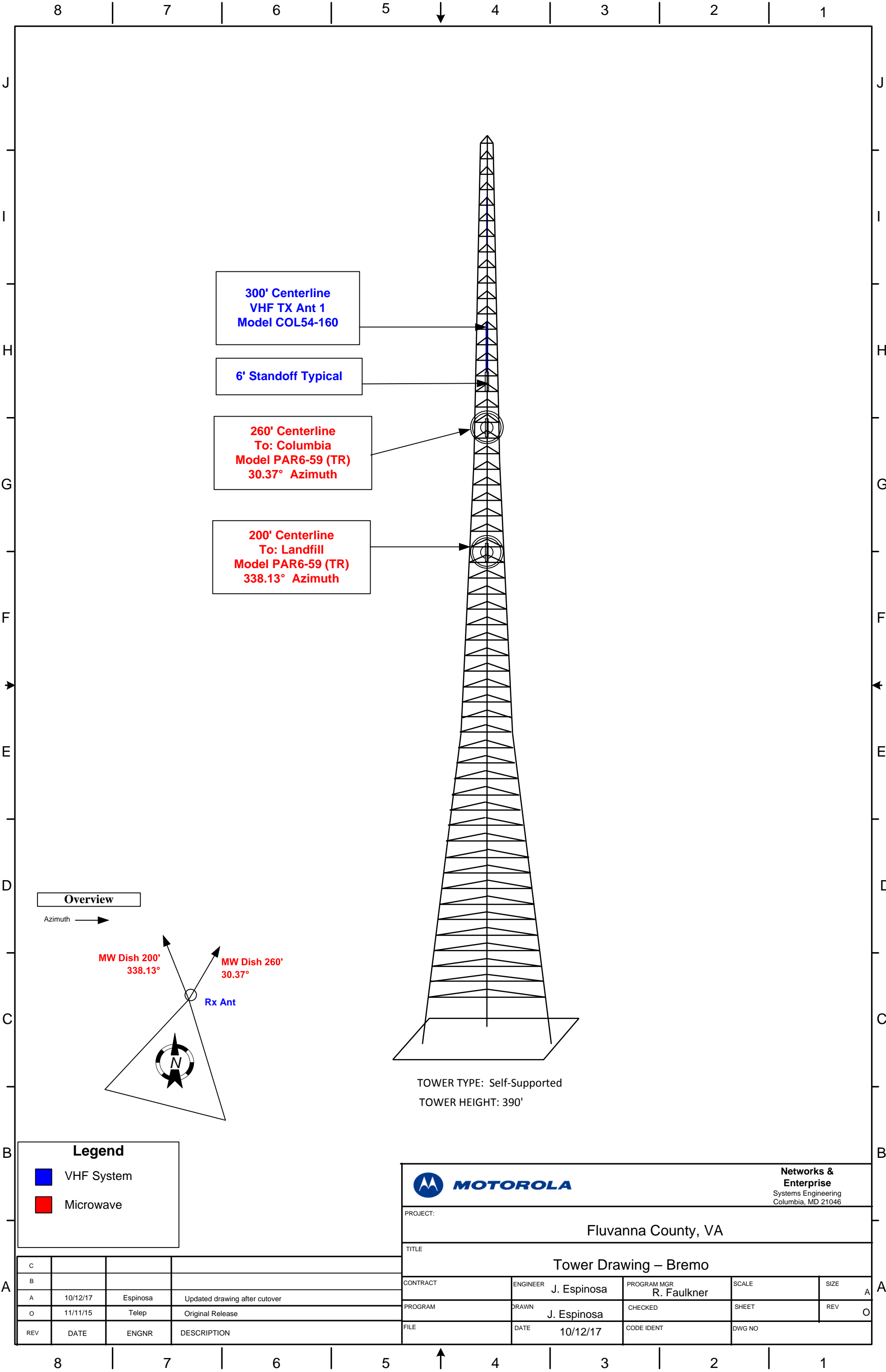


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A	10/12/17	Espinosa	Updated drawing after cutover
O	11/11/15	Telep	Original Release
REV	DATE	ENGNR	DESCRIPTION

<div><div></div><div>Networks & Enterprise Systems Engineering Columbia, MD 21046</div></div>				
PROJECT: Fluvanna County, VA				
TITLE: Tower Drawing – Landfill				
CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
PROGRAM	DRAWN	CHECKED	SHEET	REV
FILE	DATE	CODE IDENT	DWG NO	







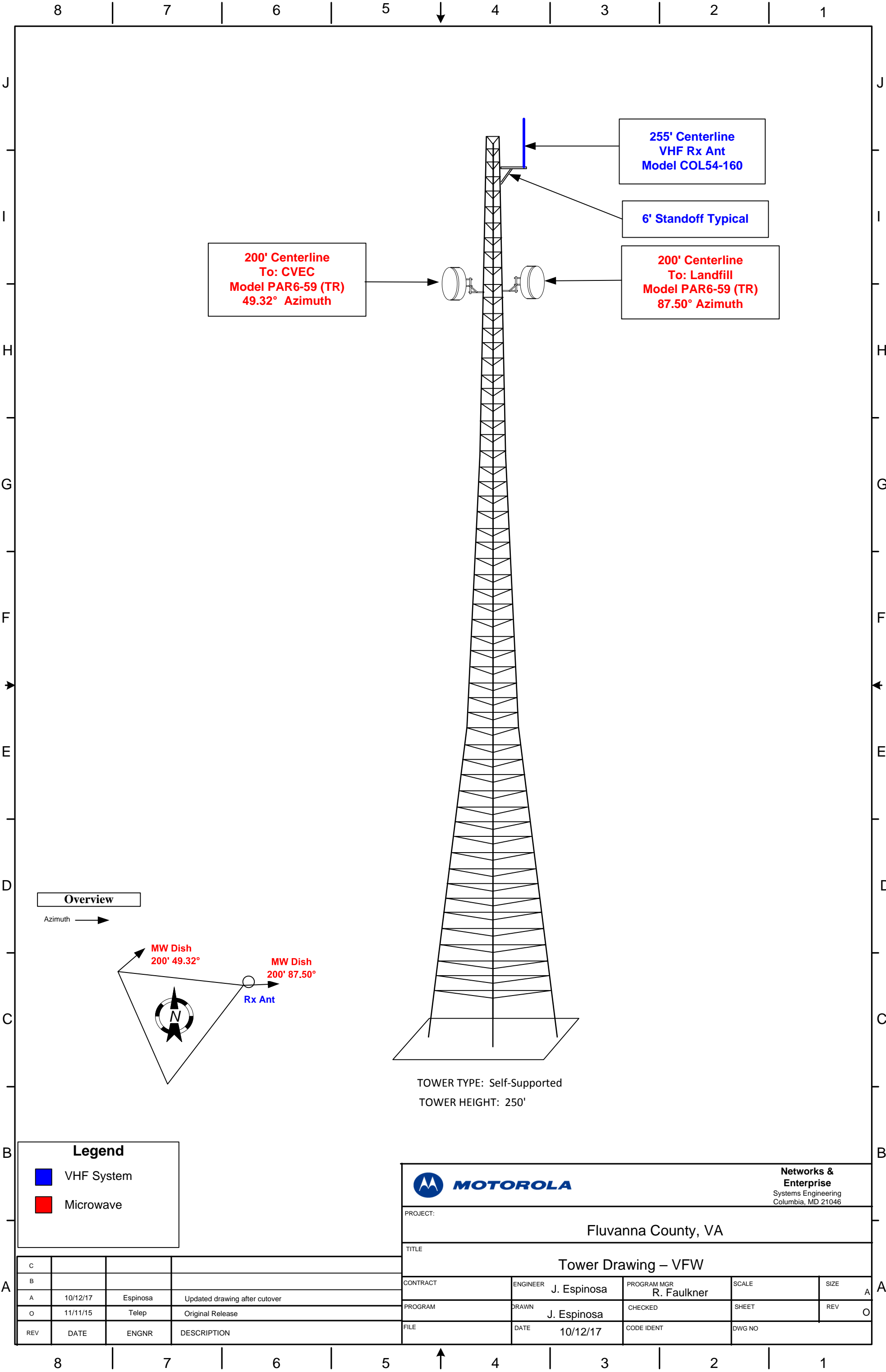
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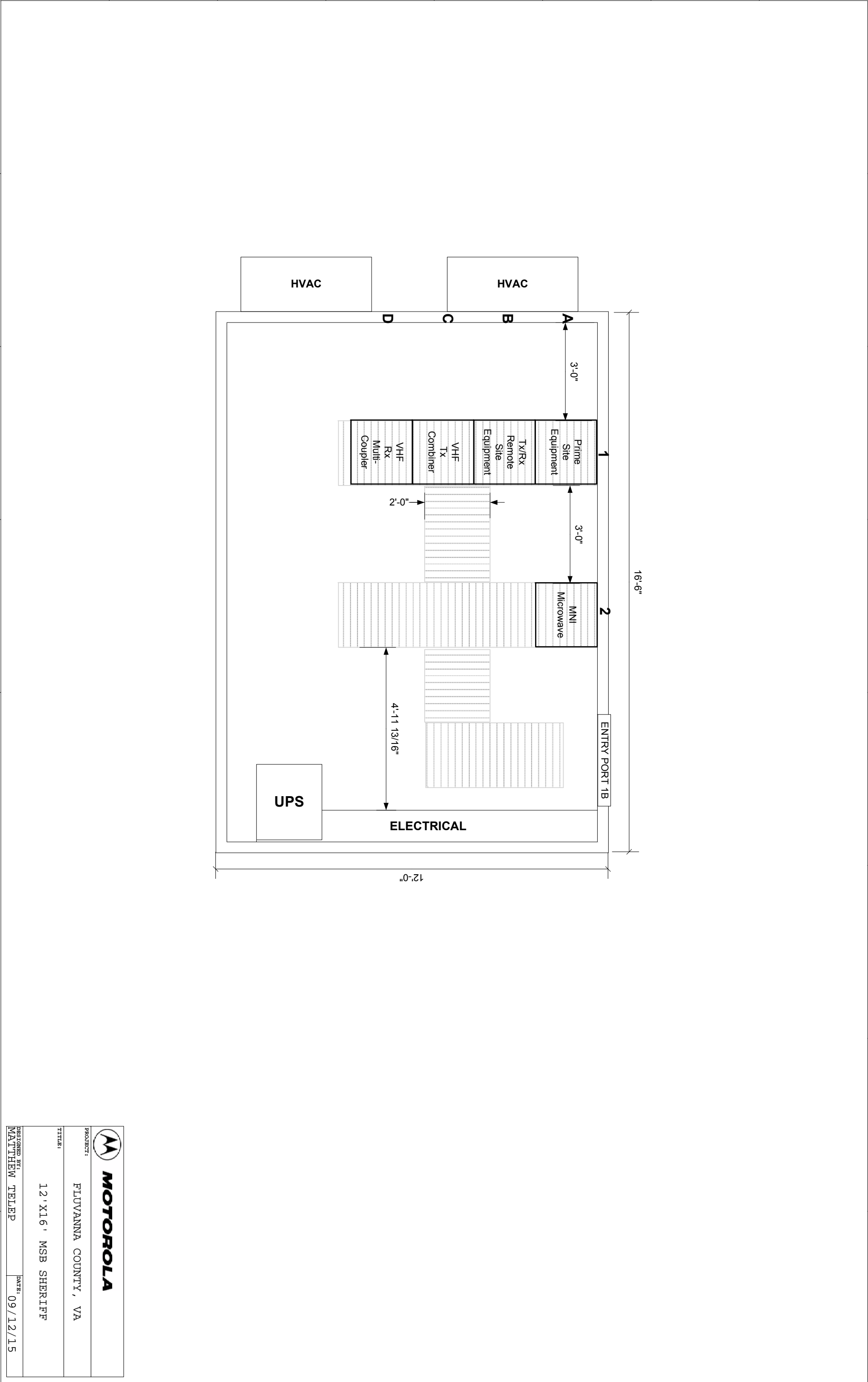
VHF System

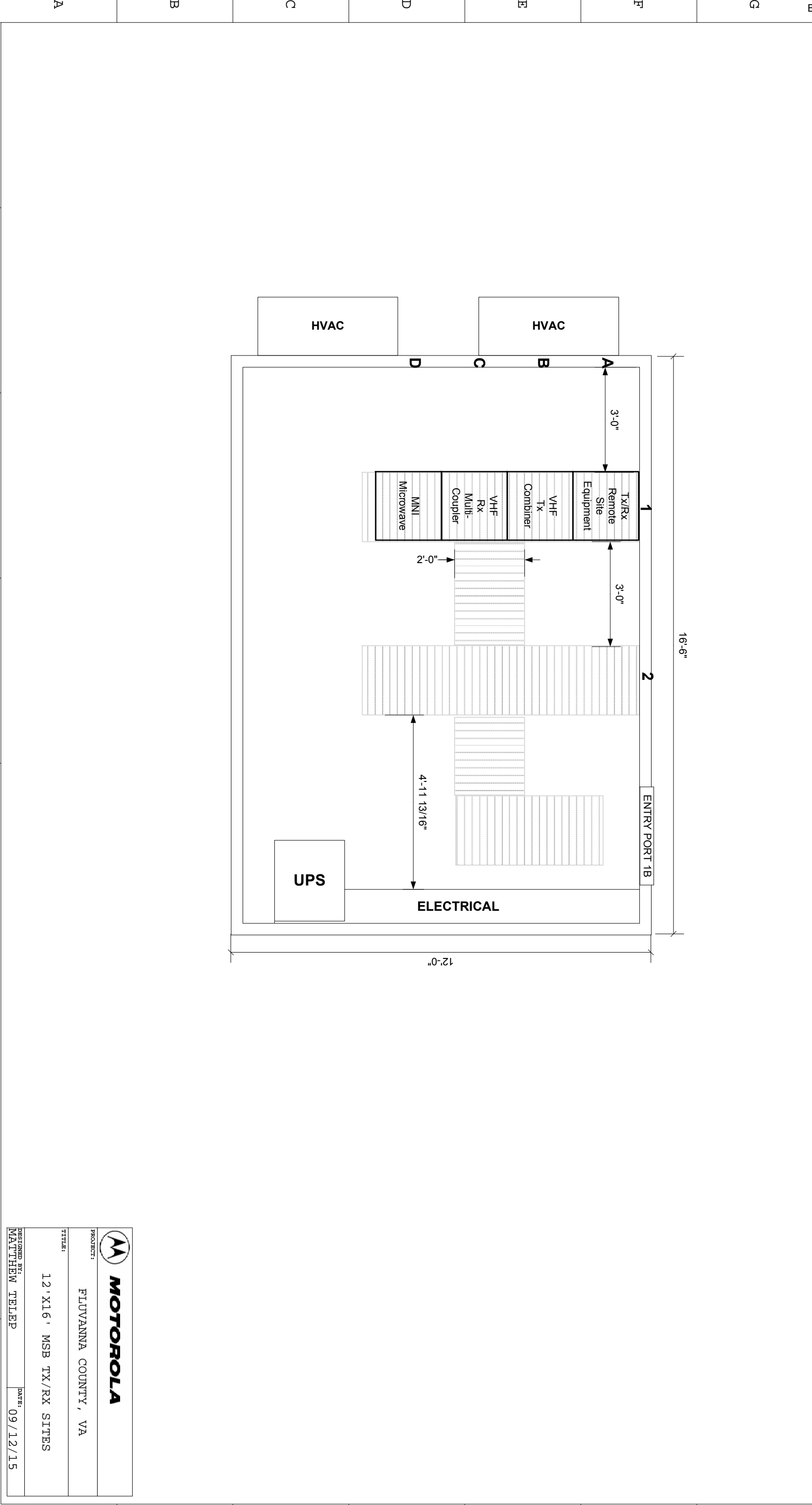
Microwave

C			
B			
A	10/12/17	Espinosa	Updated drawing after cutover
O	11/11/15	Telep	Original Release
REV	DATE	ENGNR	DESCRIPTION

<div><div></div><div>Networks & Enterprise</div><div>Systems Engineering Columbia, MD 21046</div></div>				
PROJECT: Fluvanna County, VA				
TITLE Tower Drawing – Bremono				
CONTRACT	ENGINEER J. Espinosa	PROGRAM MGR R. Faulkner	SCALE	SIZE A
PROGRAM	DRAWN J. Espinosa	CHECKED	SHEET	REV O
FILE	DATE 10/12/17	CODE IDENT	DWG NO	



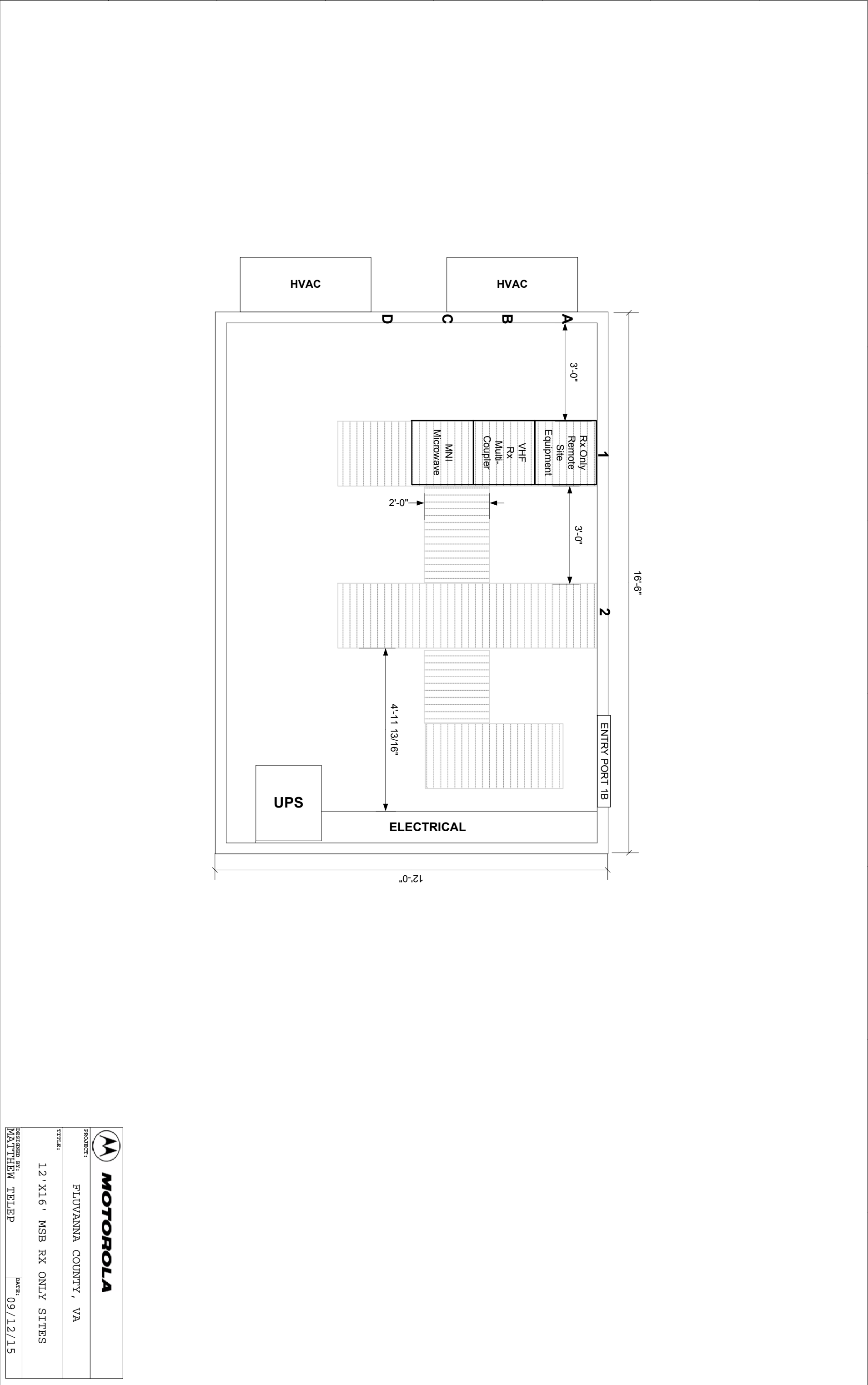




PROJECT: FLUVANNA COUNTY , VA

TITLE: 12'X16' MSB TX/RX SITES

DESIGNED BY: MATTHEW TELER DATE: 09/12/15



Attachment E – L2 Core Master Site System Maintenance Costs

Fluvanna County Post-Warranty Pricing (6/12/2017)

Pricing for: 1 L2 Core P25 Phase 2 TDMA VHF Master Site; 1 Prime Site; 6 RF Remote Sites; 24 Base; 1 Dispatch Ctr; 4 Ops pos; Stations; 1 AIS; 7 MOSCAD RTUs, MNI Microwave, NICE IP Logger and Inform Lite

Based on RF and Prime site Warranty starting 09.01.17, Core and Dispatch Warranty starting 09.05.16, Transition billing period to July-June Fiscal Year Period

ASTRO 25 SERVICES	FY18 Year 2*	FY19 Year 3	FY20 Year 4	FY21 Year 5	FY22 Year 6
Advanced Service includes: 24x7x365 Technical Support Network Hardware Repair Security Patching Onsite Support (Dispatch and Onsite Response) Annual Preventive Maintenance Network Event Monitoring Advanced Plus Service adds Network upgrades in FY19	\$88,106.52	\$287,551.92	\$306,635.04	\$312,073.44	\$319,350.36
Microwave Repair	\$ -	\$14,896.92	\$18,770.40	\$20,086.44	\$34,237.32
NICE Gold Support	\$ -	\$10,875.36	\$11,201.28	\$11,537.28	\$12,239.88
TOTAL MAINTENANCE SERVICES PRICE	\$88,106.52	\$313,324.20	\$336,606.72	\$343,697.16	\$365,827.56

CORE ONLY SERVICES	\$58,503.60	\$156,024.12	\$159,176.88	\$161,637.24	\$164,350.68
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* Covers period September 5, 2017 through June 30, 2018

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

TAB Mc

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Authorization to Advertise a Public Hearing Pursuant to Virginia Code Sec. 15.2-1901 et seq. to Consider a Resolution Re-Approving the Zion Crossroads Water and Sewer System for Public Use and Directing the Acquisition of Properties for the Public Use by Condemnation or Other Means				
MOTION(s):	I move the Board of Supervisors authorize staff to advertise for a Public Hearing on November 20, 2018, entitled, "Public Hearing Pursuant to Virginia Code Sec. 15.2-1901 et seq. to Consider a Resolution Re-Approving the Zion Crossroads Water and Sewer System for Public Use and Directing the Acquisition of Properties for the Public Use by Condemnation or Other Means."				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Wayne Stephens, Director of Planning and Steve Nichols, County Administrator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The County of Fluvanna is now in the process of acquiring land and easements for the construction, maintenance and operation of a public water and sewer system in the Zion Crossroads area as authorized by the Board of Supervisors on November 1, 2017. Pursuant to prior authorizations of the Board, offer letters to the affected property owners are being prepared and sent based on valuations received from Bowman Consulting.</p> <p>This public hearing is required so the County can be prepared to initiate condemnation proceedings quickly as needed, should negotiations from the offers be unsuccessful.</p> <p>Pursuant to Virginia Code Sec. 15.2-1901(A), the County is authorized to acquire real property and property interests for a public use, it may do so by exercise of the power of eminent domain. Pursuant to Virginia Code Sec. 15.2-1904, the County may enter upon and take possession of property before the conclusion of condemnation proceedings, using the "quick-take" procedures in Chapter 3 (§ 25.1-300 et seq.) of Title 25.1, for specific public purposes including water supply and sewage disposal systems, pipes and lines, such as the Zion Crossroads Water and Sewer System is that type of public purpose. To proceed under such "quick-take"</p>				

	<p>procedure, pursuant to Virginia Code Section 15.2-1903(B) and 15.2-1905(B), the County may by resolution, after a public hearing, approve the proposed public use and direct the acquisition of the property for the public use by condemnation or other means. This motion to authorize advertisement of that public hearing as required by law prior adopting a resolution by the Board to (i) initiate condemnation hearings for properties to be taken for public use as part of the Zion Crossroads Water and Sewer System project; (ii) declare its intent to enter and take the properties and interest in properties for a water and sewer system, pipes and lines; (iii) state the compensation and damages, if any, offered to each property owner by the County; and (iv) declare the necessity to enter upon and take such properties and interest in prior to or during the condemnation proceedings.</p>				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Draft advertisement for Public Hearing • 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

**FLUVANNA COUNTY
NOTICE OF PUBLIC HEARING**

**Public Hearing Pursuant to Virginia Code Sec. 15.2-1901 et seq. to Consider a Resolution Re-
Approving the Zion Crossroads Water and Sewer System for Public Use and Directing the Acquisition
of Properties for the Public Use by Condemnation or Other Means.**

On **Tuesday, November 20, 2018**, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing required under Virginia Code Sec.15.2-1901 et seq. for the purpose of accepting comments related to consideration of a resolution of the Fluvanna County Board Of Supervisors to (i) re-approve the Zion Crossroads Water and Sewer System project for public use; (ii) initiate condemnation hearings for properties to be taken for public use as part of the Zion Crossroads Water and Sewer System project; (iii) declare its intent to enter and take the properties and interest in properties for a water and sewer system, pipes and lines; (iv) state the compensation and damages, if any, offered to each property owner by the County; and (v) declare the necessity to enter upon and take such properties and interest in prior to or during the condemnation proceedings. A full text of the resolution under consideration and a survey of the projected route and location of the project facilities is available at the County Administration Building at 132 Main Street Palmyra, Virginia building for public inspection.

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

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

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB N

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Accretion of Duties Pay Increase - Sheriff's Department				
MOTION(s):	I move to approve a 10% pay increase for Lt. Sean Peterson, Fluvanna County Sheriff's Office, effective October 28, 2018, with such funds to come from Fluvanna County Sheriff's Department FY19 Personnel Budget 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, HR Manager, and Sheriff Eric B. Hess				
PRESENTER(S):	Jessica Rice, HR Manager				
RECOMMENDATION:	I recommend approval of the motion as stated above				
TIMING:	Effective beginning October 28, 2018.				
DISCUSSION:	<ol style="list-style-type: none"> 1) Following the vacancy of a Lieutenant Deputy position in May 2018, the Sheriff's Department has restructured the staff to downgrade one Lieutenant of patrol position to a Sergeant of Courts position. 2) Lieutenant Peterson's current salary is a marginal 2.5% above the Sergeants under his command. The Lieutenant of Courts' salary (lateral position) is 12.75% above Lt. Peterson's current salary. 3) Lieutenant Peterson has absorbed job duties that were previously assigned to the 2nd Lieutenant of Patrol, and is now the sole Lieutenant in command of the Division. 4) Lt. Peterson's salary increase will be covered by savings realized through the downgraded vacant Lieutenant position. 5) FY19 Salary savings= <u>\$16,052.37</u>, FY20 and beyond Salary Savings= <u>\$12,452.37</u>. 6) Lt. Peterson salary= \$53,964.33; 10% increase= \$5,396.43. 				
FISCAL IMPACT:	After increase, remaining salary savings of approximately \$7,000 per year.				
POLICY IMPACT:	None				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	Sheriff, COAD

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB O

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Restructuring of Sheriff's Department Command Staff				
MOTIONS:	I move to approve the restructuring of the Sheriff's Department command staff to include the downgrade one Lieutenant (Operations) position to the new position number 6573 - Sergeant of Courts.				
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; Eric Hess, Sheriff				
PRESENTER(S):	Jessica Rice, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	Effective October 28, 2018				
DISCUSSION:	<p>1. The Sheriff's Department has conducted a staffing assessment and determined that the organization operates more efficiently with one (1) Lieutenant of Operations position, rather than 2.</p> <p>2. One Lieutenant position is currently vacant (since May 29, 2018). The Sheriff's Department is requesting to change the open Lieutenant position to a new Sergeant of Courts position.</p> <p>3. The new Sergeant position will be filled through an internal promotion. No additional FTEs are requested.</p> <p>4. Due to the increased court caseload, prisoner transports, and mental health transports, a need has arisen for increased supervision in the Judicial Affairs Division. Courthouse operations require daily oversight, scheduling, and liaison with court staff. Currently, there are five full-time and two volunteer deputies assigned to courthouse operations. Successful daily courthouse operations require a single point of contact and supervisor to interact with the judges, court clerks, jails, and staff as well as to schedule transportation of prisoners. Promoting one of the 5 current courthouse staff positions to a Sergeant position would provide the needed oversight and ensure greater continuity of operations.</p>				
FISCAL IMPACT:	Funding for the new Sergeant position will come from the funding that was previously allocated to the Lieutenant position.				
POLICY IMPACT:	N/A				

LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> New Position Description: #6573 Deputy Sheriff- Sergeant (Court) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	Sheriff, COAD



Fluvanna County, Virginia
Office of the Sheriff
Job Description



DEPUTY SHERIFF – SERGEANT OF COURTS

Job Class #:	6573
Pay Grade:	16
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Deputy Sheriff – Lieutenant

SUMMARY

Performs intermediate protective service work of the Sheriff's Office supervising subordinate deputies on a daily basis, while providing security within the County courthouse and courtrooms. Work is performed under regular supervision of the Deputy Sheriff- Lieutenant. To perform this job successfully, an individual must be able to perform each essential functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

ESSENTIAL FUNCTIONS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- On assigned shift, may occasionally patrol to observe for violations of traffic laws, suspicious activities or persons, and disturbances of law and order; responds to radio dispatches, and answers calls and complaints.
- Supervises court staff, protective, investigative, civil or criminal process personnel.
- Investigates crimes and testifies in court.
- Trains new personnel, maintains records, and prepares reports.
- Provides security for the Circuit, General District, and Juvenile Domestic Relations District Courts.
- Assists judges, clerks, and attorneys with courtroom activities.
- Serves capias, warrants, civil papers, and other documents for court.
- Maintains custody of inmates during court proceedings.
- Prepares court law enforcement staffing schedule for upcoming dockets.
- Maintains security log for the courthouse.
- Maintains written records of district cases for submittal to the compensation board.
- Completes special projects and duties as assigned by the Lieutenant or Captain of Administration.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of court procedures, including subpoenas, dispositions, continuances, standby, etc.
- Thorough knowledge of detainee transport and court security procedures.
- General knowledge of law enforcement, terminology, and recordkeeping procedures.
- Ability to follow written and oral directions.
- Ability to establish and maintain effective working relationships with associates and the general public.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

High school diploma or equivalent and five (5) years of Law Enforcement experience equivalent to the requirements for a Deputy Sheriff II position. Creditable experience from a Sheriff's office, Police department, or military police shall be granted toward these requirements. Supervisory or other leadership experience preferred.

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Work requires regular exertion of up to 20 pounds of force, and occasional exertion of up to 50 pounds of force.
- Work regularly requires reaching with hands and arms, frequent standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling, lifting and repetitive motion.
- Work requires close vision, distance vision, and ability to adjust focus, depth perception, color perception, night vision, and peripheral vision.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly.
- Hearing is required to perceive information at conversational sound decibels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work is generally in an indoor location with moderate noise levels.

POST OFFER REQUIREMENTS

- Subject to Background investigation
- Subject to Psychological Evaluation
- May be required to serve a probationary period

Department Head Recommended:	HR Manager Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
Sep 24, 2018	Oct 10, 2018		

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB P

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Draper Aden Associates				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Draper Aden Associates, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.</p> <p><u>Motion #2:</u> I move the Board of Supervisors to approve Project Agreement #1 between Fluvanna County and Draper Aden Associates to continue the Environmental Monitoring Programs of the Fluvanna County closed Landfill totaling \$21,920, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued July 2018 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 10 proposals ❖ The committee chose 6 firms to meet with ❖ 4 of those firms have been chosen to have term contracts with the county. ❖ Draper Aden has a long history of working with the county on many projects. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County's needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. ❖ Project agreement #1 is to have Draper Aden continue the Environmental Monitoring Programs they have previously provided us at the closed Land Fill 				

- The cost of the Groundwater Sampling Event is \$7,274 (lump sum).
 - The cost of environmental services (Draper Aden Associates = \$4,329) is based upon a review of the costs associated with past sampling events and the standard billing rates.
 - The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = \$2,974) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc.
 - Deliverables. DAA will provide one digital copy of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and one digital copy of the report to DEQ.
- The cost of the 2018 Annual Groundwater Report is \$3,942 (lump sum).
 - Prepare the Annual Groundwater Monitoring Report pertaining to the Fluvanna County Closed Landfill for the year 2018 (due 120 days from the completion of sampling and analysis for the second semi-annual groundwater sampling event conducted for the calendar year).
 - Deliverables. DAA will provide one digital copy of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and one digital copy of the report to DEQ.
- The cost of the Groundwater Sampling Event 2019 S1 (April, 2019) is \$8,308 (lump sum).
 - The cost of environmental services (Draper Aden Associates = \$4,334) is based upon a review of the costs associated with past sampling events and the standard billing rates.
 - The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = \$3,974) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc.
 - Deliverables. DAA will provide one digital copy of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and one digital copy of the report to DEQ.
- The cost of the Gas Monitoring Services (October, 2018 - June, 2019) is \$1,583 (lump sum / includes three monitoring events).
 - Measure landfill gases (using a LANDTEC gas analyzer, or functional equivalent), on three occasions, at six gas probes and five on-site structures at the Fluvanna County closed landfill, prepare data tables, and prepare a report of findings (to include an assessment of regulatory compliance) during the period between October, 2018, to June, 2019 (inclusive; second half of calendar year 2018 = first half of FY 2018-2019; includes three monitoring events).
 - The inspections shall occur during the following intervals:
 - fourth quarter 2018: between October and December, 2018
 - first quarter 2019: between January and March, 2019
 - second quarter 2019: between April and June, 2019
 - Deliverables. DAA will provide one digital copy of each report to the Fluvanna County (Adobe Acrobat or functional equivalent) and will provide one digital copy of each report to DEQ.
- The cost of the Quarterly Site Inspections (October, 2018 - June, 2019) is \$813 (lump sum / includes three monitoring events).
 - Conduct three quarterly site inspections meeting the Post-Closure Care Plan requirements at the Fluvanna County closed landfill during the period between October, 2018, and June, 2019 (inclusive; second half of calendar year 2019 = first half of FY 2018-2019; includes three site

	inspections). ■ Schedule. The inspections shall occur during the following intervals: <ul style="list-style-type: none"> • fourth quarter 2018: between October and December, 2018 • first quarter 2019: between January and March, 2019 • second quarter 2019: between April and June, 2019 ■ Deliverables. DAA will provide one digital copy (Adobe Acrobat or functional equivalent) of each inspection report to Fluvanna County.				
FISCAL IMPACT:	❖ Costs will be based on rates sheets included by each firm as well as # of hours expected to complete task order. ❖ Project agreement costs: Budgeted in FY19 <ul style="list-style-type: none"> ○ TASK 1 GW sampling event 2018 S2 \$7,274 lump sum ○ TASK 2 2018 Annual Groundwater Report \$3,942 lump sum ○ TASK 3 GW sampling event 2019 S1 \$8,308 lump sum ○ TASK 4 Gas Monitoring (Oct, 18 to Jun, 19) \$1,583 lump sum ○ TASK 5 Post-Closure Insp. (Oct, 18 Jun, 19) \$813 lump sum ○ Total not-to exceed expenditure under this proposal = \$21,920 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract- Draper Aden Associates ❖ Project Agreement 1				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the "Contract") dated this ____ day of October, 2018 is between the **COUNTY OF FLUVANNA** (the "COUNTY"), a political subdivision of the Commonwealth of Virginia and **Draper Aden Associates, Inc.** ("A/E"), a Virginia corporation, and is binding among and between these parties as of the date of the COUNTY's signature.

RECITALS:

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

COUNTY:

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

A/E:

ATTN: Deborah K. Flippo
Draper Aden Associates, Inc.
250 Main Street, Suite 200
Charlottesville, VA 22902
Telephone: (540) 552-0444
Facsimile: (540) 552-0291

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

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

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

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

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

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

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

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project; (iii) billing schedule for the project (whether periodic or on completed project basis); (iv) timing requirements for project performance; (v) identification of the COUNTY's project manager for

the project, to whom invoices and other contacts regarding the specific project shall be directed. In accordance with the provisions of Virginia Code Section 2.2-4303.1, the project fee of any single project under this Contract shall not exceed \$150,000.00 and the sum of all projects performed under this Contract in a one-year contract term shall not exceed \$750,000.00, except as otherwise provided by law.

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

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

A/E:
Draper Aden Associates, Inc.

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

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

Name: _____ Name: _____

Title: _____ Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

PROJECT AGREEMENT # 1
TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR
PROFESSIONAL SERVICES
FLUVANNA COUNTY CLOSED LANDFILL

This Project Agreement #1 (the "Project Agreement") made this ____ day of _____, 2018, between Fluvanna County, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia, and Draper Aden Associates, Inc., doing business as Draper Aden Associates (the "Consultant"), a Virginia corporation, is an addendum to that TERM CONTRACT BETWEEN COUNTY AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES dated the ____ day of _____, 2018 (including all exhibits thereto the "Agreement"). All defined terms in the Agreement shall have the same meaning in this Project Agreement unless the context used herein requires otherwise.

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

Whereas the Agreement is for a term of one-year beginning on the date the County executed the Agreement, and subject to (4) additional one-year renewals by the County pursuant to the Agreement;

Whereas the Consultant submitted a Proposal for "Fluvanna County Closed Landfill, Environmental Monitoring Programs, Proposal: FY 2018-2019 (October 1, 2018 to June 30, 2019), DEQ Permit No. 429, DAA Project No. 21816-78 [TASKS 1 TO 5]" dated October 4, 2018, ("the Proposal") which is attached hereto as Exhibit 1 and incorporated by reference herein as a material part of this Project Agreement;

Whereas, the County desires that the Consultant complete all those services listed in the Proposal, including, but not limited to, TASK 1, 2, 3, 4, and 5 as detailed therein (the "Services") and

Whereas, the Consultant desires to accept the work and complete the Services and all work necessary and related thereto (collectively the "Task Orders").

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

ARTICLE I: THE AGREEMENT

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

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

ARTICLE II: TASK ORDERS

Consultant shall provide all work and services necessary or desired to complete the Task Orders consistent with all provisions of this Project Agreement, Exhibit 1 and the Agreement.

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

shall be:

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

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

ARTICLE III: EXHIBITS AND RESOLVING CONFLICTS

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

- (i) This Project Agreement;
- (ii) Exhibit 1 hereto;
- (iii) The Agreement including exhibits thereto.

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

ARTICLE IV: FEES

The Consultant shall receive flat fees for each Task consistent with the Compensation section of the Proposal as follows:

\$7,274.00 for all services or work on TASK 1 - GW sampling event 2018 S2;
\$3,942.00 for all services or work on TASK 2 – 2018 Annual Groundwater Report;
\$8,308.00 for all services or work on TASK 3 – GW sampling event 2019 S1;
\$1,583.00 for all services or work on TASK 4 – Gas Monitoring (Oct, 18 to Jun, 19); and
\$813.00 for all services or work on TASK 5 – Post-Closure Insp. (Oct, 18 Jun, 19).

The above fees add up to a total not-to-exceed flat fee of TWENTY-ONE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$21,920.00) for all work on the Services on all of the Task Orders, being Task 1, 2, 3, 4, and 5, described in the Proposal and this Project Agreement.

The flat fee shall be payable by the County upon proper invoice by the Consultant as described herein. No invoice may be provided by the Consultant to the County until the Task Orders are complete and all items or services purchased have been delivered to, inspected by and accepted by the County, including but not limited to, that deliverable described in the Proposal as the report. The Consultant may invoice the County only when the entire Task Orders are complete. The Consultant will be paid within forty-five (45) days of receipt of a proper invoice following final acceptance of all work on the Task Orders by the County in its sole discretion. The flat fee

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

ARTICLE V: TERM

Consultant shall with due diligence and dispatch assiduously pursue these Task Orders to completion, but in any event such Services and work being a part of the Task Orders must be completed to the sole satisfaction of the County:

for Task 1: on or before the ____ day of _____, 20____;
 for Task 2: on or before the ____ day of _____, 20____;
 for Task 3: on or before the ____ day of _____, 20____;
 for Task 4: on or before the ____ day of _____, 20____; and
 for Task 5: on or before the ____ day of _____, 20____.

ARTICLE VI: MISCELLANEOUS

As appropriate to the context, the singular will include the plural and vice versa, and reference to one gender will include the others. This Project Agreement may be executed in one or more counterparts, each of which will be considered the Project Agreement for all purposes of proof. In addition to allowing electronic signatures upon an electronic copy of this Project Agreement, as provided by Virginia law, facsimile signatures upon any signature page will be considered to be original signatures. This Project Agreement contains the entire understanding of the parties with respect to the subject matter hereof and is to be modified only by a writing signed by the parties to this Project Agreement. This Project Agreement will be binding upon and inure to the benefit of the respective parties and their successors. This Project Agreement is not assignable by either party, except by operation of law. The legal address for the County and for the Consultant and the addresses for delivery of Notices and other documents related to the administration of this Project Agreement are as follows:

County

ATTN: Cyndi Toler, Purchasing Officer
 Fluvanna County
 P.O. Box 540
 Palmyra, VA 22963
 Telephone (434) 591-1930
 FAX (434) 591-191

Consultant

ATTN: Deborah K. Flippo
 Draper Aden Associates, Inc.
 250 Main Street, Suite 200
 Charlkottesville, VA 22902
 Telephone: (540) 552-0444
 Facsimile: (540) 552-0291

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

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

Consultant:
Draper Aden Associates, Inc.


County:
Fluvanna County

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

Approved as to form:

Fluvanna County Attorney

TO: Mr. J. Wayne Stephens
Fluvanna County

FROM: Thomas R. Laughlin 
Environmental Services Division

DATE: 10-04-18

SUBJECT: **Fluvanna County Closed Landfill**
Environmental Monitoring Programs
Proposal: FY 2018-2019 (October 1, 2018 to June 30, 2019)

DEQ Permit No. 429
DAA Project No. 21816-78 [TASKS 1 TO 5]

Draper Aden Associates (DAA) proposes to provide professional engineering and environmental services to Fluvanna County in accordance with the new Services Agreement between Fluvanna County and DAA.

The subject proposal is intended to encompass services that will be provided during the 9-month period between *October 1, 2018*, and *June 30, 2019* (FY 2018-2019).

More specifically, DAA shall provide the following services pertaining to environmental programs at solid waste facilities operated by Fluvanna County:

21816-78 [TASK 1] - Groundwater Sampling Event 2018 S2 (October, 2018)

Task. Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed landfill (groundwater sampling event 2018 S2, scheduled to occur during October, 2018), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ. More specifically, Draper Aden Associates proposes to:

- Obtain groundwater samples from monitoring wells MW-02R, MW-03R, and MW-04R and have them analyzed for VSWMR Table 3.1, Column A constituents.

- Obtain groundwater samples from monitoring wells MW-07R, MW-08, and MW-09 and have them analyzed for VSWMR Table 3.1, Column A constituents, plus previously detected Table 3.1, Column B constituents, including tin; 2-chlorophenol; bis(2-ethylhexyl)phthalate; dichlorodifluoromethane, diethyl phthalate; and di-n-octyl phthalate.

Budget. The cost of the referenced task shall be **\$7,274** (*lump sum*).

- The cost of environmental services (Draper Aden Associates = **\$4,329**) is based upon a review of the costs associated with past sampling events and the standard billing rates that became effective on *January 1, 2018*.
- The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = **\$2,974**) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc.

Deliverables. DAA will provide *one digital copy* of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and *one digital copy* of the report to DEQ.

21816-78 [TASK 2] - 2018 Annual Groundwater Report

- **Task.** Draper Aden Associates proposes to prepare the Annual Groundwater Monitoring Report pertaining to the Fluvanna County Closed Landfill for the year 2018 (due **120 days** from the completion of sampling and analysis for the second semi-annual groundwater sampling event conducted for the calendar year).

Budget. The cost of the referenced task shall be **\$3,942** (*lump sum*). The cost of the proposed services is based upon a review of the effort associated with preparing prior Annual Groundwater Monitoring Reports for similar facilities.

Deliverables. DAA will provide *one digital copy* of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and *one digital copy* of the report to DEQ.

21816-78 [TASK 3] - Groundwater Sampling Event 2019 S1 (April, 2019)

Task. Draper Aden Associates proposes to obtain groundwater samples from monitoring wells at the Fluvanna County closed landfill (groundwater sampling event 2019 S1, scheduled to occur during April, 2019), chemically analyze the groundwater samples, and prepare a report suitable for direct submission to DEQ. More specifically, Draper Aden Associates proposes to:

- obtain groundwater samples from monitoring wells MW-2R, MW-3R, and MW-4R and have them analyzed for VSWMR Table 3.1, Column A constituents
- obtain groundwater samples from monitoring wells MW-7R, MW-8, and MW-9 and have them analyzed for VSWMR Table 3.1, Column B constituents

Budget. The cost of the referenced task shall be **\$8,308** (*lump sum*).

- The cost of environmental services (Draper Aden Associates = **\$4,334**) is based upon a review of the costs associated with past sampling events and the standard billing rates that became effective on *January 1, 2018*.
- The cost of chemical analyses (Air, Water, and Soil Laboratories, Inc. = **\$3,974**) is based on a fee schedule previously provided by the contracted laboratory. Laboratory services are provided in accordance with a contract between Draper Aden and Air, Water, and Soil Laboratories, Inc.

Deliverables. DAA will provide *one digital copy* of the report to Fluvanna County (Adobe Acrobat or functional equivalent) and *one digital copy* of the report to DEQ.

21816-78 [TASK 4] - Gas Monitoring Services (October, 2018 - June, 2019)

Scope of services. Draper Aden Associates proposes to measure landfill gases (using a LANDTEC gas analyzer, or functional equivalent), on *three* occasions, at *six* gas probes and *five* on-site structures at the Fluvanna County closed landfill, prepare data tables, and prepare a report of findings (to include an assessment of regulatory compliance) during the period between October, 2018, to June, 2019 (inclusive; second half of calendar year 2018 = first half of FY 2018-2019; includes *three monitoring events*).

Schedule. The inspections shall occur during the following intervals:

- **fourth quarter 2018:** between October and December, 2018
- **first quarter 2019:** between January and March, 2019
- **second quarter 2019:** between April and June, 2019

Budget. The cost of the referenced task shall be **\$1,583** (*lump sum / includes three monitoring events*).

The cost of professional environmental services is based upon a review of the costs associated with past gas monitoring events and the standard billing rates that became effective on *January 1, 2018*.

Comment. The facility is currently required to monitor landfill gases on a **quarterly** schedule; however, if concentrations of methane are found to be greater than 80% of its lower explosive limit (LEL) during any monitoring event, then the County may have to revert to a **monthly** monitoring schedule. In the event that concentrations of methane exceed 80% of the LEL at the property boundary during the referenced monitoring period, we will prepare a *revised* cost estimate to accommodate monthly monitoring.

Deliverables. DAA will provide one *digital* copy of each report to the Fluvanna County (Adobe Acrobat or functional equivalent) and will provide one *digital* copy of each report to DEQ.

21816-78 [TASK 5] - Quarterly Site Inspections (October, 2018 - June, 2019)

Scope of services. Draper Aden Associates proposes to conduct *three quarterly site inspections* meeting the Post-Closure Care Plan requirements at the Fluvanna County closed landfill during the period between October, 2018, and June, 2019 (inclusive; second half of calendar year 2019 = first half of FY 2018-2019; includes *three site inspections*).

Schedule. The inspections shall occur during the following intervals:

- **fourth quarter 2018:** between October and December, 2018
- **first quarter 2019:** between January and March, 2019
- **second quarter 2019:** between April and June, 2019

Budget. The cost of the referenced task shall be **\$813** (*lump sum / includes three quarterly events*).

The cost of the proposed services is based upon a review of the costs associated with past inspection events and the standard billing rates that became effective on *January 1, 2018*. The proposed fee is based upon the assumption that we will be able to inspect the facility while performing other work at that location.

Deliverables. DAA will provide one *digital* copy (Adobe Acrobat or functional equivalent) of each inspection report to Fluvanna County.



EXCLUSIONS. Deliverables do not include digital source files used in preparing documents (for example, MS Word, MS Excel, AutoCad files).

OWNER'S RESPONSIBILITIES. Owner shall provide access to DAA personnel to enter the landfill during normal operating hours, or on other days or times as mutually agreed, in order to provide the field services associated with the tasks outlined above.

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COMPENSATION. DAA shall be compensated for performing the above Services as follows.

TASK	DESCRIPTION	FEE	FEE STRUCTURE
TASK 1	GW sampling event 2018 S2	\$7,274	lump sum
TASK 2	2018 Annual Groundwater Report	\$3,942	lump sum
TASK 3	GW sampling event 2019 S1	\$8,308	lump sum
TASK 4	Gas Monitoring (Oct, 18 to Jun, 19)	\$1,583	lump sum
TASK 5	Post-Closure Insp. (Oct, 18 Jun, 19)	\$813	lump sum

Total not-to exceed expenditure under this proposal = ***\$21,920***

⊕ ⊕ ⊕

AUTHORIZATION TO PROCEED

for Fluvanna County

date

FACILITY: FLUVANNA COUNTY CLOSED LANDFILL				update: 10-04-2018			DAA WORK ORDER = 21816												
FY 2018-2019	DAA	DAA		summary			YEAR 2017						YEAR 2018						
task				project no.	task no.	Status	DAA	others	DAA + others	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
groundwater monitoring																			
sampling event 2018 S2 (Table 3.1 Column A)	21816-78	TASK 1		\$4,329	\$2,945	\$7,274					\$1,766	\$2,945	\$2,563						
annual report 2018	21816-78	TASK 2		\$3,942	\$0	\$3,942								\$875	\$1,534	\$1,533			
sampling event 2019 S1 (Table 3.1 Column B)	21816-78	TASK 3		\$4,334	\$3,974	\$8,308											\$1,761	\$3,974	\$2,573
landfill gas																			
gas mon event	21816-78	TASK 4		\$1,583	\$0	\$1,583					\$481			\$621			\$481		
engineering services																			
post closure inspection	21816-78	TASK 5		\$813	\$0	\$813					\$271			\$271			\$271		
supplemental services																			
regulatory compliance (first half) - (if necessary)	21816-78	PENDING		\$600	\$0	\$600					\$200	\$200	\$200						
verification event 2018 S2 - (if necessary)	21816-78	PENDING		\$914	\$252	\$1,166						\$914	\$252						
additional chemistry Table 3.1 Column B (MW-2R, 3R, 4R) (if necessary)	21816-78	PENDING		\$0	\$3,006	\$3,006					\$1,503						\$1,503		
verification event 2019 S1 - (if necessary)	21816-78	PENDING		\$914	\$252	\$1,166												\$914	\$252
regulatory compliance (second half) - (if necessary)	21816-78	PENDING		\$1,200	\$0	\$1,200								\$200	\$200	\$200	\$200	\$200	\$200
column totals =		TASK column		\$18,629	\$10,429	\$29,058	\$0	\$0	\$0	\$4,221	\$4,059	\$3,015		\$1,967	\$1,734	\$1,733	\$4,216	\$5,088	\$3,025
NOTES: \$ black = DAA fees \$ red = fees paid to others (laboratory, well driller)																			

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB Q

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	General Professional Engineering & Architectural Services Term Contract-Crabtree, Rohrbaugh & Associates				
MOTION(s):	I move the Board of Supervisors approve the General Professional Engineering & Architectural Services Term Contract with Crabtree, Rohrbaugh & Associates, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ An RFP was issued July 2018 for Professional Engineering & Architectural Services as needed. Services may include civil engineering and design, management and review; architectural design, management and review; evaluation and design of water and sewer facilities (including rehabilitation options); design of improvements to wastewater pumping and water booster pump stations and well facilities (including water storage tanks); water and sewer system modeling; professional services associated with design and operation of solid waste facilities; regulatory issues and coordination with regulatory agencies; site plan engineering and surveying related to site grading, environmental engineering, storm water drainage, traffic impact analysis, road design, erosion and sediment control measures and storm water management facilities; geotechnical services; construction administration; grants administration, and inspection services associated with capital improvement projects; and other related similar services. ❖ We received a total of 10 proposals ❖ The committee chose 6 firms to meet with ❖ 4 of those firms have been chosen to have term contracts with the county. ❖ CRA has several term contracts with jurisdictions across Virginia and in other states. ❖ Term contract will be used by County Staff on an as needed basis to provide County with professional engineering & architectural services. The firms selected provide a wide range of disciplines to sufficiently meet the County's needs. ❖ As always, all project agreements will be approved by the board prior to any work being done. 				
FISCAL IMPACT:	❖ Costs will be based on rates sheets included by each firm as well as # of hours expected to complete task order.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	❖ General Professional Engineering & Architectural Services Term Contract-Crabtree, Rohrbaugh & Associates				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

This Term Contract Between COUNTY and Architect/Engineer for Professional Services (the "Contract") dated this _____ day of October, 2018 is between the **COUNTY OF FLUVANNA** (the "COUNTY"), a political subdivision of the Commonwealth of Virginia and **Crabtree, Rohrbaugh & Associates, Inc.** ("A/E"), a Pennsylvania corporation authorized to transact business in Virginia, and is binding among and between these parties as of the date of the COUNTY's signature.

RECITALS:

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

COUNTY:

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

A/E:

ATTN: Joshua Bower
Crabtree, Rohrbaugh & Associates, Inc.
250 Main Street, Suite 200
Charlottesville, VA 22902
Telephone: (434) 975-7262
Facsimile: (434) 975-7263

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

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

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

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

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

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

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

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

3. Project Agreements; Limitation: Individual projects will be negotiated at a lump sum amount or based on hourly rates as set forth in Exhibit 3, which is attached hereto and incorporated herein by reference. The hourly rates set forth in Exhibit 3 shall control for all Project Agreements during the Term. Project Agreements shall be entered into for each individual project, specifying additional contract terms applicable to the individual project, including but not limited to the following: (i) detailed scope of work for the project; (ii) pricing of the project;

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

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

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

A/E:
Crabtree, Rohrbaugh & Associates, Inc.

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

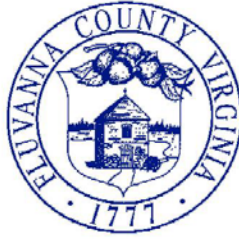
By:  Date: 10/10/18 By: _____ Date: _____

Name: JAMES B. HAINES, AIA Name: _____

Title: DIR. OF CONTRACT ADMINISTRATION Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2019-01

GENERAL PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

Issue Date: July 17, 2018

Due Date: August 20, 2018 at 2 p.m. EST

Procurement Contact:

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

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

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

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

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1. **PURPOSE.**

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

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

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

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

4.1 **GENERAL INSTRUCTIONS**

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

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

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

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

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

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

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

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

4.2 **PROPOSAL PREPARATION.** The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:

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

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

- (1) Certificate of No Collusion
- (2) Offeror Statement
- (3) Proof of Authority to Transact Business in Virginia
- (4) Vendor Data Sheet

4.2.3 The proposal package shall include as a minimum:

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

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

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

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

4.3 Submittal Instructions

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

5. **EVALUATION AND AWARD CRITERIA.**

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

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

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

6. CONTRACT PROVISIONS AND OTHER TERM

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

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

ATTACHED

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. County Administrator: The Fluvanna County Administrator.
- g. County Attorney: The Fluvanna County Attorney.
- h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. His: Any references to "his" shall include his, her, their, or its as appropriate.
- k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. Request for Proposal (also referred to herein as a "RFQ"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFQ will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFQ"), the public posting of notices, issuance of an Open Market Procurement

(“OMP”), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County’s Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County’s Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County’s Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the “Board”).

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

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

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County’s intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder’s responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against “faith-based organizations”, being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by

the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

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

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

work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

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

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

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and

- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.
- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.
- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.
- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.
- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.
- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFQ will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFQ), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.
- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

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

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

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

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

AWARD

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

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

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

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

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

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

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

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.
- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

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

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

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

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

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

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

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

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

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed

in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

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

53. MODIFICATION:

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

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

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

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and

the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

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

- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
- b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
- c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;
- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

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

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

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

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The

County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

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

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

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any

horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. **FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION.** The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

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

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

65. CLAIMS PROCEDURE:

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

submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.
- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

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

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

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

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

Legal Name of Offeror/Bidder _____

Date _____

Authorized Signature _____

Print or Type Name and Title _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this _____ day of _____, 20____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

[SEAL]

 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]

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).

[SEAL]

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]



Proposal Prepared for:

County of Fluvanna, Virginia

General Professional Engineering & Architectural Services
RFP #2019-01

August 20, 2018

Crabtree, Rohrbaugh & Associates Architects

250 W. Main Street, Suite 200
Charlottesville, VA 22902



Crabtree, Rohrbaugh & Associates

250 W. Main Street, Suite 200
Charlottesville, Virginia 22902
Pennsylvania . Virginia . Maryland . West Virginia

August 20, 2018

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

RFP-2019-01

Dear Ms. Toler:

Thank you in advance for reviewing our proposal. Our team has the expertise and understanding of this RFP to provide you with the professional design services for your upcoming projects. As a resident of Fluvanna County myself, I look forward to the opportunity to work with you in support of your vision and goals for future projects.

The firm was founded 34 years ago on our corporate philosophy of "Providing a Client-Oriented Approach" to Architecture, which has brought the successful completion of more than \$4 Billion worth of construction in the past ten years.

Our collaborative process combined with our client-oriented approach results in being able to provide you with the highest quality educational planning and architectural design services along with unrivaled personal attention and project control. We look forward to an opportunity to present our firm's credentials in more detail. If you have any questions, please do not hesitate to contact our office.

Sincerely,
Crabtree, Rohrbaugh & Associates

Joshua Bower, AIA, LEED AP BD+C
Principal / Senior Project Manager

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Crabtree, Rohrbaugh & Associates, 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 16th day of August, 2018.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Crabtree, Rohrbaugh & Associates

By: [Signature] (SEAL)

Signature

Print Name: JAMES B. HAINES

Print Title: PRINCIPAL

STATE OF Pennsylvania
COUNTY/CITY OF Cumberland/Mechanicstown, to-wit:

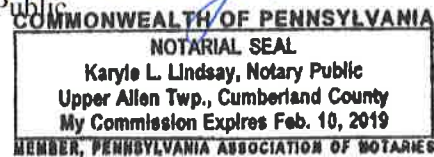
The foregoing instrument was acknowledged before me this 16th day of August (month), 2018 (year) by James B. Haines (Print Name), Principal (Print Title) on behalf of Crabtree, Rohrbaugh & Associates (Name of Entity).

[Signature]
Notary Public

[SEAL]

My commission expires: February 10, 2019

Notary registration number: 1096097

**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: Crabtree, Rohrbaugh & Associates

By: [Signature] (SEAL)

Signature

Print Name: JAMES B. HAINES

Print Title: PRINCIPAL

STATE OF Pennsylvania

COUNTY/CITY OF Cumberland/Mechanicsburg, to-wit:

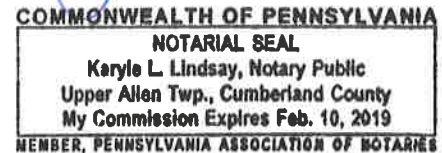
The foregoing instrument was acknowledged before me this 16th day of August (month), 2018 (year) by James B. Haines (Print Name), Principal (Print Title) on behalf of Crabtree, Rohrbaugh & Associates (Name of Entity).

[Signature]
Notary Public

[SEAL]

My commission expires: February 10, 2019

Notary registration number: 1096097

**Complete if Bidder is a Sole Proprietor:**

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

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

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO 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 F169258-3.

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

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

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

Legal Name of Company (as listed on W-9) Crabtree, Rohrbaugh & Associates

Legal Name of Offeror/Bidder Crabtree, Rohrbaugh & Associates

Date August 15, 2018

Authorized Signature 

Print or Type Name and Title Joshua Bower, AIA, LEED AP BD+C, GCP

PLEASE RETURN THIS PAGE WITH BID SUBMISSION – [REQUIRED]

VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: Joshua Bower, AIA, LEED AP BD+C Phone: 434-975-7262

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

34 Years Months

4. Vendor Information:

FIN or FEI Number: 232303190 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: Prince Edward County	Contact: Wade Bartlett, County Administrator
Phone: 434-392-8837	Email: wbartlett@co.prince-edward.va.us
Dates of Service: 2018 - 2019	\$\$ Value: \$2.3M

Company: Augusta County Public Schools	Contact: Eric Bond, Superintendent
Phone: 540-245-5100	Email: ewbond@augusta.k12.va.us
Dates of Service: 2013 - 2017	\$\$ Value: \$54M

Company: Brunswick County	Contact: Charlette Woolridge, County Administrator
Phone: 434-848-3107	Email: cwoolridge@brunswickco.com
Dates of Service: 2013 - 2014	\$\$ Value: \$2.5M

Company: Adams County	Contact: Randy Phiel, Commissioner
Phone: 717-337-9820	Email: rphiel@adamscounty.us
Dates of Service: 2016 - 2017	\$\$ Value: \$9M

I certify the accuracy of this information.

Signed:  Title: Principal / Senior Project Manager

Date:

August 15, 2018

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Reducing Project Costs
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FIRM OVERVIEW

Corporate Information

Firm

Crabtree, Rohrbaugh & Associates - Architects

Date of Incorporation

July 1984

Virginia SCC Number

F169258-3

Office Providing Services

Virginia
250 West Main Street, Suite 200
Charlottesville, VA 22902

Corporate Headquarters

Pennsylvania
401 East Winding Hill Road
Mechanicsburg, PA 17055

Branch Offices

Pittsburgh
105 E. McQuiston Road
Butler, PA 16001

Maryland
100 West Road, Suite 402
Towson, MD 21204

West Virginia
793 Main Street East, Suite 200B
White Sulphur Springs, WV 24983

Contact Persons

Joshua Bower, AIA, LEED AP BD+C, CPD
Principal | Senior Project Manager
jbower@cra-architects.com

Randy Davis
Principal
rdavis@cra-architects.com

Contact Information

(p) 434-975-9262
(f) 434-975-9263
marketing@cra-architects.com
www.cra-architects.com

State of Incorporation

Pennsylvania

Foreign Incorporation

Virginia & Maryland

Officers of the Company

Thomas C. Crabtree, President
G. Douglas Rohrbaugh, Vice President/Secretary



Welcome to Crabtree, Rohrbaugh & Associates

Who We Are.

Crabtree, Rohrbaugh & Associates is a nationally recognized design firm employing more than seventy leaders in the fields of architecture design, planning and project management. We are recognized as a Top 100 Architectural Firm by Architectural Record and a Top 500 Design Firm by Engineering News-Record. We have the resources to provide our clients with the highest quality architectural design services and through our management approach provide the personal attention associated with a small firm.

Our people are our greatest asset. Our Project Managers and Directors are among the most talented and diversified in the country, and the environment we have created at the firm has kept our core members growing with us.

The firm has no turnover of project management staff, in fact the project team responsible for our first project in 1984 continues to produce architectural design services throughout the Commonwealth. The depth of their experience—together over 425 years across the United States and abroad—translates into impressive, well-executed projects and the highest level of hands-on support for all of our clients.



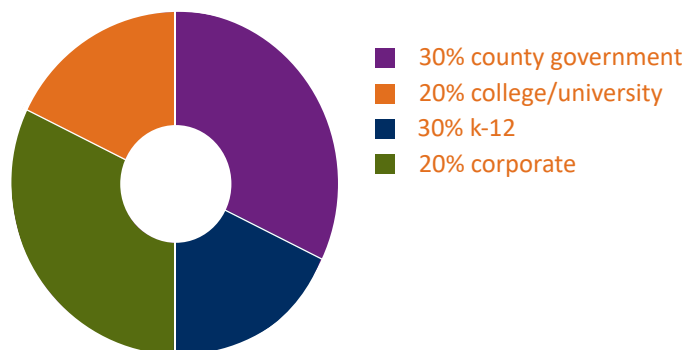
Our progressive approach to management has earned us recognition "Best Firms to Work For 2018" presented by the Zweig Group. This award recognizes top architecture and engineering firms in the United States and Canada.

What We Do.

Crabtree, Rohrbaugh & Associates has designed and administered the construction of facilities for our clients across the United States. Our talented design staff of over 70 professionals can handle any project type, regardless of size. The firm is experienced in judicial, historical, corrections, detention, educational, retail, health care and corporate office facilities.

The common thread running through all of our projects is our collaborative design process. We work with our clients from day one to incorporate their needs and goals into the design of the building and place the emphasis on the people who use the facilities.

PRIMARY MARKET SECTORS



What Makes Us Different.

Thirty-four years ago, Tom Crabtree and Doug Rohrbaugh founded the firm based on a simple mission of providing "a client-oriented approach to architecture." This dedication to placing the client first in the design process sets us apart. The quality of our design, the completeness of our construction documents and our ability to provide the resources to complete projects on schedule and on budget plays a major role in our success. Eighty percent of our current workload is with repeat clients. Our projects are appropriate, on-budget, on-schedule, well-executed and work well with their surroundings to give our clients and their communities the best in architectural design. At the end of the day, our clients are happy and our designs are continually recognized for excellence by the American Institute of Architects.

Sustainable Design

Crabtree, Rohrbaugh & Associates has held sustainable design as a core company belief prior to the inception of the U.S. Green Building Council (USGBC). The first and strongest example of this dedication located at the Benjamin Olewine III Nature Center at the Wildwood Lake Sanctuary.

The firm historically has had a talent for recognizing a need and responding with innovation. Based on the need for more efficient and better performing buildings, we create sustainable designs for our clients. Our LEED Accredited Professionals incorporate efficient green building solutions into their designs. We maintain the highest standards in technology, training, education and innovation so that our work is always on the leading edge.

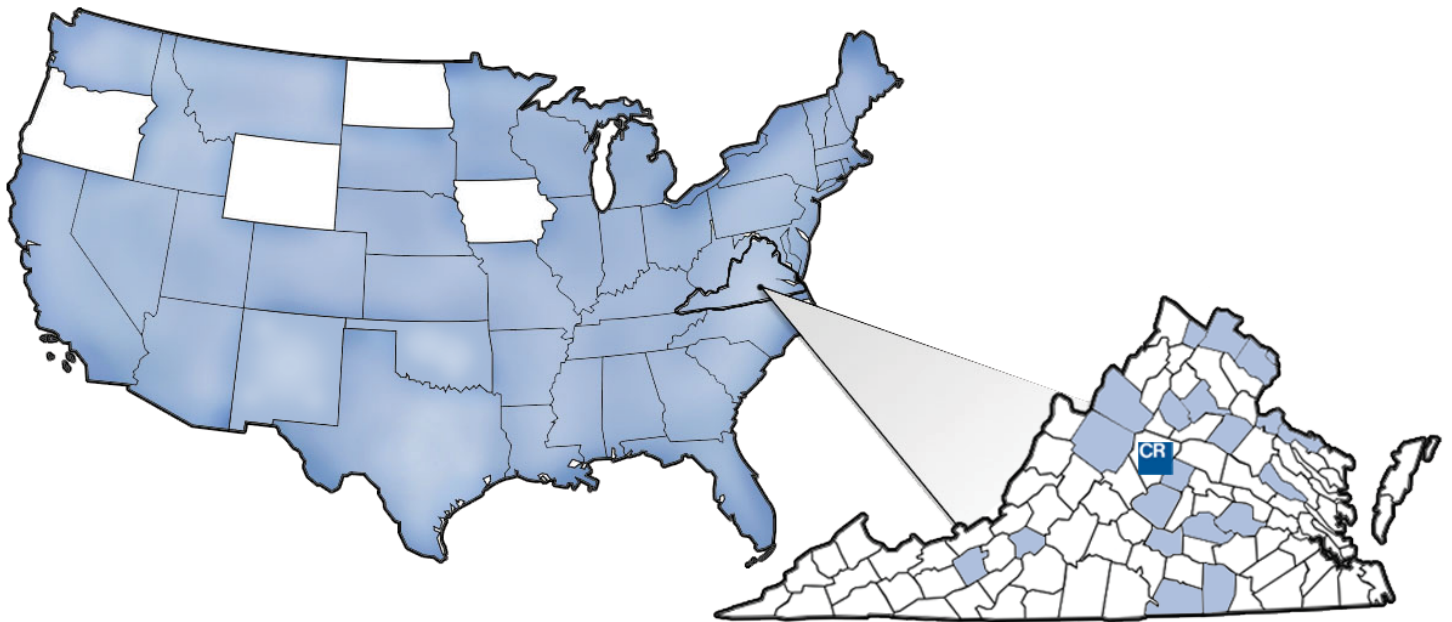
National Experience

Crabtree, Rohrbaugh & Associates provides design services throughout the United States to both public and private clients. Our integrated design approach utilizes state of the art technology to allow the project team to communicate with their consultants and clients and seamlessly coordinate our work efforts on a local and national level. We have provided design services across the United States from our Mechanicsburg, PA, Baltimore, MD, Charlottesville, VA, and White Sulphur Springs, WV offices.

The areas highlighted in Blue represent Crabtree, Rohrbaugh & Associates' National Experience as well as our experience in the Commonwealth of Virginia.

"I wanted to take a moment to tell you how pleased I am with the design services provided by Crabtree, Rohrbaugh & Associates. Your technical expertise, along with your prompt responses and problem solving abilities, has been a breath of fresh air to this office."

- Michael R. West, AIA
Capital Projects Manager
Chesterfield County, VA





RESUMES

Organizational Chart

Fluvanna County, VA

Crabtree, Rohrbaugh & Associates Architecture, Project Management & Space Planning

Richard LeBlanc, AIA, LEED AP
Principal In Charge | Director of Design

Joshua C. Bower, AIA, LEED AP BD+C
Principal | Senior Project Manager

Tracy Rohrbaugh, Allied IIDA
Principal | Director of Interior Design

Danette Quave
Interior Design Project Manager

John Yarnall
Construction Administration

Consultants

Ascent Engineering
Mechanical, Electrical, Plumbing

Draper Aden Associates
Civil Engineering

ECS Mid-Atlantic
Environmental Consulting

Richard C. LeBlanc, AIA, LEED AP

Principal in Charge



Mr. LeBlanc has over 40 years of experience and joined the firm in 1985. Mr. LeBlanc will have the responsibility of directing and overseeing all professional activities as well as oversee internal design review meetings with the project team. As Director of Design, Mr. LeBlanc will be assisted by other professional and technical personnel within the firm.

A successful work of architecture combines the talents of all key stakeholders. It requires proper planning and understanding of the problem and development of a solution that meets the requirements of the owner's budget and schedule.

Education

Bachelor of Science in Architecture,
Ohio State University, 1976

Membership in Alpha Rho Chi
Professional Architecture Fraternity

Registered Architect

Virginia: 401016105
Also: Maryland, Pennsylvania, Ohio,
Louisiana and New Jersey

Affiliations

AIA, Central PA Chapter

The National Trust for Historic
Preservation

Pennsylvania Society of Architects

Council of Educational Facility
Planners

American Society for Healthcare
Engineering

Awards

Nine buildings cited for Design
Excellence by AIA Central PA
Chapter

National Association of Housing
and Redevelopment Officials:
National Award of Merit- 2000

Relevant Project Experience

Brunswick County Courthouse

Historic Restoration, Space Planning & Renovation / 16,144 SF / \$2,454,793

Renovations to the building include extensive exterior historic restoration and facility improvements, as well as exterior masonry waterproofing and restoration, painting, and exterior doors and window upgrades. Interior improvements include the reorganization of office and support spaces, building code and accessibility upgrades, repair of water damaged areas, new interior finishes, mechanical and electrical system upgrades and removal of hazardous materials.

Buckingham County Library & Community Center

Adaptive Reuse Feasibility Study & Renovation / 33,000 SF / \$3,400,000 (est)

This project is an adaptive reuse of a retired elementary school into the County Library and a County Community Center including classrooms, meetings rooms and a multi-purpose room with catering venue.

Prince Edward County Steps Building Adaptive Reuse

Adaptive Reuse Renovation / 18,000 SF / \$2,100,000

This project includes the renovation of 18,000 sf of warehouse space into office space for the County Social Services and Steps Offices.

Harford County Northern Precinct Headquarters & Sheriff's Office

Adaptive Reuse, Addition & Renovation / 12,000 SF / \$1,300,000

This 2,000 SF addition and 10,000 SF renovation project involved the creative re-use of an existing building. The structure, built as speculative grocery retail space, was vacant for several years before it was purchased for use as a precinct office for the Harford County Sheriff's Office.

Robert E. Lee High School Master Plan, Staunton City Public Schools

The assessment of the existing Robert E. Lee High School facility addressed size, aesthetics, ADA compliance, functional layout, flexibility, expansion capability, and related criteria for its useful life. The study identified current as well as future space and facility needs to include conceptual floor plans, preliminary designs and cost estimates and present the results to school division staff and School Board.

Joshua C. Bower AIA, LEED AP BD+C

Principal | Senior Project Manager



Mr. Bower has more than 20 years of experience and joined the firm in 2007. As Senior Project Manager he will serve as your point of contact and be responsible for all aspects of design technical documentation including detailed coordination of all disciplines. He is also responsible for project scheduling and cost estimating.

I enjoy working with our clients throughout the design process, as we create a unique, wonderful space that will be utilized by so many different people.

Education

Bachelor of Science, Architecture,
Temple University, 1992

Certificate of training from the Virginia
Bureau of Capital Outlay Management
(BCOM) Training, 2016

Registered Architect

Virginia: 0401017178
Also: Pennsylvania

Affiliations

The American Institute
of Architects

Association for Learning
Environments (A4LE/CEFPI- Council
of Educational Facility Planners
International)

U.S. Green Building Association

Awards

2012 AIA Citation Award - Midd West
High School

2012 USGBC Most Innovative Project of
the Year - Midd West High School

2010 Governor's Green Government
Council Grant for High Efficiency
Buildings - Manheim Township SD's
Bucher Elementary

Landis Run Intermediate School:
Projected Lowest Cost School Built
in Pennsylvania- PA Department of
Education Report 30 (2010)

Relevant Project Experience

Buckingham County Library & Community Center

Adaptive Reuse Feasibility Study & Renovation / 33,000 SF / \$3,400,000 (est)

This project is an adaptive reuse of a retired elementary school into the County Library and a County Community Center including classrooms, meetings rooms and a multi-purpose room with catering venue.

Prince Edward County Steps Building Adaptive Reuse

Adaptive Reuse Renovation / 18,000 SF / \$2,100,000

This project includes the renovation of 18,000 sf of warehouse space into office space for the County Social Services and Steps Offices.

Adams County Courthouse

Feasibility Study

The comprehensive analysis of the existing courthouse and all program areas which reside in the courthouse. The goals of the study is to evaluate the current building and program space to provide options to upgrade the facility.

Adams County Office Conversion

Study, Adaptive Re-Use Renovation / 91,000 SF / \$5,898,300

The project consists of a facility assessment, programming and design of a retired office and production building conversion to create new county office space. The goal is to consolidate several county office functions into this single location. The overall space planning effort includes the entire build out, planning the building systems and services for the future phases.

Mount Joy Borough Authority & Police Department

Feasibility Study & Assessment

The feasibility study determined options for the reorganization and renovation of the administration building which houses Borough administration, the Borough Authority and Police Department. The facility consists of two separate buildings that are tied together with a series of additions and renovations that have been made over several decades.



Tracy has more than 25 years of experience in educational interior design and project management. She has worked for the firm since 1990. She serves as the Director of Interior Design and a principal of the firm. Tracy is responsible for the direction, and oversight of the firm's Interior Design professional services. This includes programming, space planning, project management, interior concepts, finishes, furniture and design specifications.

Our designers work to enhance the quality of the experience for the people who use the facility. Integrating interior design elements into the building design ensures that our clients receive what they want and need in the interior spaces of a project.

Education

Associates Degree in Interior Design, Bradley Academy for the Visual Arts, 1990

Affiliations

International Interior Design Association

Pennsylvania Green Building Alliance

Awards

Swatara Fire Station, AIA Central PA Chapter Merit Award- 2007

Swatara Fire Station, Fire Station Style Award- 2007

Cabela's, Lehi, UT- American Concrete Institute, Award for Excellence- 2008

Relevant Project Experience

Brunswick County Courthouse

Historic Restoration, Space Planning & Renovation / 16,144 SF / \$2,454,793

Renovations to the building include extensive exterior historic restoration and facility improvements, as well as exterior masonry waterproofing and restoration, painting, and exterior doors and window upgrades. Interior improvements include the reorganization of office and support spaces, building code and accessibility upgrades, repair of water damaged areas, new interior finishes, mechanical and electrical system upgrades and removal of hazardous materials.

Adams County Office Conversion

Study, Adaptive Re-Use Renovation / 91,000 SF / \$8,500,000

The project consists of a facility assessment, programming and design of a retired office and production building conversion to create new county office space. The goal is to consolidate several county office functions into this single location. The overall space planning effort includes the entire build out, planning the building systems and services for the future phases.

Harford County Northern Precinct Headquarters & Sheriff's Office

Adaptive Reuse, Addition & Renovation / 12,000 SF / \$1,300,000

This 2,000 SF addition and 10,000 SF renovation project involved the creative re-use of an existing building. The structure, built as speculative grocery retail space, was vacant for several years before it was purchased for use as a precinct office for the Harford County Sheriff's Office.

Jefferson County Courthouse

Addition & Renovation / 29,372 SF / \$5,208,534

The renovations to the interior of the courthouse included reconfiguring office space throughout the facility and public space upgrades, including restoring marble-lined corridors and entrances. Exterior renovations included substantial masonry, stone and wood detailing, and extensive bell tower repairs.

Cumberland County Public Safety Building & Maintenance Garage

New Construction / 24,800 SF / \$5,705,480

The project involved an assessment of the County's current feasibility study and ultimately the team moved forward with the design and construction of the building which was designed to meet the requirements of FEMA 361 including the ability to withstand winds of 190 MPH. Natu-

Danette M. Quave

Interior Design Project Manager



Ms. Quave has 12 years of experience and joined the firm in 2003. Ms. Quave is responsible for assisting the Director of Interior Design with the management and development of interiors, including design, space planning, finish selections and creation of design concepts and specification of furniture, fixtures and equipment.

Interior Design is the opportunity to create innovative & inspirational environments that aid in the overall function of the building while accomplishing the clients goals.

Education

Bachelors in Interior Design,
Indiana University of Pennsylvania,
2003

Awards

Swatara Fire Station, AIA Central PA
Chapter Merit Award- 2007

Swatara Fire Station, Fire Station
Style Award- 2007

Cabela's, Lehi, UT- American
Concrete Institute, Award for
Excellence- 2008

Relevant Project Experience

Brunswick County Courthouse

Historic Restoration, Space Planning & Renovation / 16,144 SF / \$2,454,793

Renovations to the building include extensive exterior historic restoration and facility improvements, as well as exterior masonry waterproofing and restoration, painting, and exterior doors and window upgrades. Interior improvements include the reorganization of office and support spaces, building code and accessibility upgrades, repair of water damaged areas, new interior finishes, mechanical and electrical system upgrades and removal of hazardous materials.

Adams County Office Conversion

Study, Adaptive Re-Use Renovation / 91,000 SF / \$8,500,000

The project consists of a facility assessment, programming and design of a retired office and production building conversion to create new county office space. The goal is to consolidate several county office functions into this single location. The overall space planning effort includes the entire build out, planning the building systems and services for the future phases.

Harford County Northern Precinct Headquarters & Sheriff's Office

Adaptive Reuse, Addition & Renovation / 12,000 SF / \$1,300,000

This 2,000 SF addition and 10,000 SF renovation project involved the creative re-use of an existing building. The structure, built as speculative grocery retail space, was vacant for several years before it was purchased for use as a precinct office for the Harford County Sheriff's Office.

Jefferson County Courthouse

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The renovations to the interior of the courthouse included reconfiguring office space throughout the facility and public space upgrades, including restoring marble-lined corridors and entrances. Exterior renovations included substantial masonry, stone and wood detailing, and extensive bell tower repairs.

Cumberland County Public Safety Building

New Construction / 24,800 SF / \$5,705,480

The project involved an assessment of the County's current feasibility study and ultimately the team moved forward with the design and construction of the building which was designed to meet the requirements of FEMA 361 including the ability to withstand winds of 190 MPH.



Mr. Yarnall has more than 20 years of experience and joined the firm in 2015. He is responsible for the on site coordination during construction completion. He troubleshoots problems on site and evaluates construction change orders as well as maintains quality control and field operations.

Coming together is a beginning. Keeping together is progress. Working together is success.

~ Henry Ford

Relevant Project Experience

Adams County Office, Courtrooms & Sheriff Office

Study, Adaptive Re-Use Renovation / 91,000 SF / \$5,898,300

The project consists of a facility assessment, programming and design of a vacant building conversion to create new county office and sheriff's space. The goal is to consolidate several county office functions into this single location. The overall space planning effort includes the entire build out, planning the building systems and services for the future phases.

Messiah College: Graduate Programs at Winding Hill Corporate Center

Study, Adaptive Re-Use Renovation / 32,000 SF / \$1,569,500

Through an adaptive reuse of vacant space at the Winding Hill Corporate Center office building, a new home was created for the college's newest graduate programs including, Occupational Therapy, Physical Therapy and Counseling. The program, developed with the College, includes three distinct administrative office suites for each graduate program, technology rich video conferencing areas, specialized occupational and physical therapy labs, a cadaver lab, classrooms, a retail foodservice operation as well as student lounge and collaboration space.

Vibra Healthcare Corporate Office

New Construction / 43,250 SF / \$7,860,000

The new office building, located in Mechanicsburg, PA, houses Vibra Healthcare's corporate headquarters and will allow for future expansion. The design was a four story compact office building. Situated up on a hill, the rear of the building takes advantage of the great views with an abundance of glass and creates a signature element with its three story cantilever design.

Winding Creek Elementary School

140,000 SF / \$22,698,005

Designed for 21st Century, flexible and adaptable educational environments, the school is organized into three educational wings which each serve two grade levels and contain classrooms and support spaces and is organized around a large academic commons which develops and fosters collaborative learning and small group and individual instruction.

Mountain View Middle School

240,000 SF / \$50,100,000

The new middle school project is designed to hold 1,400 students in grades 6-8 grade. Program space to include auditorium, gymnasium, media center, music department, cultural arts classrooms, cafeteria, food court and kitchen. The school is organized into educational wings designed along "Main Street." Each wing accommodates each grade level and contains classrooms and support spaces.



Demonstrated History of
Successful Projects

DEMONSTRATED HISTORY OF
SUCCESSFUL PROJECTS

County & Government Experience

Since its inception, Crabtree, Rohrbaugh & Associates has specialized in the programming, planning and design of county and municipal facilities. The following is a partial list of those projects.

Virginia Experience

Alleghany County

- Development of the new Alleghany County / City of Covington Jail Facility

Botetourt County

- Open End Contract

Brunswick County

- Courthouse Study & Renovation

Buckingham County

- Elementary School Conversion to Library/Community Center
- Dillwyn ES Adaptive Reuse Study

City of Charlottesville

- Open End Contract

Chesterfield County

- Chesterfield County Jail
- Bon Air Library

Madison County

- Capital Improvement Plan

Mecklenburg County

- Secondary Schools Community Input Study

Prince Edward County

- Warehouse Adaptive Reuse to Office Space
- Courthouse Addition & Renovation
- New Social Services Building

Pulaski County

- Open End Contract

Richmond and Westmoreland Counties

- Development of the new Northern Neck Regional Jail Facility Northern Neck Regional Jail- Dormitory Addition

City of Roanoke

- Open End Contract

Roanoke County

- Open End Contract

Stafford County

- Open End Contract



Brunswick County Courthouse

West Virginia Experience

- State of West Virginia Regional Jail and Correctional Facility Authority
- Development of a 100 bed addition to the Huttonsville Correctional Facility
- Development of a Regional Jail System to replace all existing county jails

Maryland Experience

Harford County

- County Adult Detention Center – Facility Study
- County Adult Detention Center – Additions/Renovations
- County Northern Precinct
- County Southern Precinct

Anne Arundel County

- Central Booking Facility Addition
- County- New Sentenced Inmate Facility
- County Detention Center Addition and Renovations
- County Detention Center- Master Plan Report Update
- County Detention Center- Isolation Cells Renovation
- County Detention Center- Handicap Accessibility and Security Cameras

Town of Bel Air

Police Station Facility Study

PA County Government Experience

Adams County

- County Office Adaptive Re-use renovation of old office building into county offices
- County Prison- Renovations and Additions
- Agricultural Services Building- Design Analysis and Feasibility Study
- County Library conversion to offices

Berks County

- Jail Infrastructure & Security Upgrades
- Bradford County
- County Prison

Cambria County

- Western Pennsylvania Juvenile Detention Facility, Cresson, PA- New Facility

Cameron County

- Cameron County Courthouse- Feasibility Study

Carbon County

- Carbon County Prison- New Construction



Chester County

- County Prison – Additions & Renovations
- County Juvenile Detention Center – New Facility
- County Prison Facility Needs Assessment
- County Prison Work Release Center Study
- County Prison- New Work Release Center
- County Prison- Renovation of Infirmary/Female Unit
- New State Correctional Institute for Drug Offenders

Clarion County

- Courthouse Facility Assessment
- Courthouse Renovation
- New Clarion County Prison Feasibility Study
- Feasibility Study- Conversion of the existing county prison into county offices

Clinton County

- County Prison- Expansion Study
- County Prison- New Construction
- Courthouse- Historic Restoration and Renovations
- Susque-View Nursing Home- Addition and Renovations
- “911” Communications Center- Renovations

Crawford County

- County Prison- New Construction

Cumberland County

- Public Safety Center – New Construction
- Allen Road Facility – Design and Facility Analysis
- Prison Feasibility Study
- Prison – Additions/Renovations
- Courthouse- Historic Structures Review
- Courthouse- Historic Restoration and Renovations
- Historic Restoration and Renovation of the former Cumberland County Prison for conversion to new county office and archives facility

- Courtroom Renovations
- Courtroom Addition
- Nursing Home- Repairs and Renovations
- County Extension Office- Addition and Renovations
- Human Services, Adaptive Re-use renovation of old bank building to county offices
- District Justice Office- Renovations
- New Courtroom renovations

Cumberland County Housing Authority

- New nine unit elderly housing facility

Dauphin County

- Work Release Center- Addition
- County Home and Hospital- Renovations
- Dauphin Manor- Renovations of Office Spaces
- Courthouse- Renovations to Holding Cells
- Veteran's Memorial Office Building- Renovations
- Fort Hunter Tavern- Interior Renovations & restoration
- Transportation Building- Renovations
- County Golf Course Clubhouse- Renovations
- County Coroner's Office and Morgue
- Kitchen and Food Commissary
- 17 Senior Centers- Handicap Accessibility
- County Courthouse- Handicap Accessibility
- Small Arms Training Center and Pistol Range
- Uptown Senior Citizens Center
- Office of Economic Development Interior Space Design
- Office of Domestic Relations Interior Space Design
- Fort Hunter Barn Interior Space Design
- Agricultural and Natural Resource Center County Soil Conservation District Office
- Prison Overcrowding Study
- Prison Facility Expansion
- Prison (Pre-Release Center)- Modular Housing Units
- County Juvenile Detention Center- New Facility
- New Dauphin County Work Release Center
- District Justice Offices Prototype
- PSACC Office Renovations
- Child Day Care Center Renovations
- Courthouse Courtroom Renovations/Addition
- Courthouse- Elevator Renovations
- Wildwood Lake Wetlands Educational Center
- Fort Hunter- Building Renovations
- Fort Hunter Stable Restoration

Dauphin County Housing Authority

- Genesis Court Housing Project Renovations
- Lang Manor Housing Project Renovations
- Hoy Towers Housing Project Renovations

- Latsha Towers, Lang Manor & Cole Crest Housing Modernization
- Funding Application
- Latsha Towers, Rattling Creek Apartments and Highspire Apartments

Dauphin County Library System

- East Shore Branch Renovations
- Elizabethville Branch Renovations
- Downtown Branch- Elevator Installation
- East Shore Branch- Roof Evaluation

Department of General Services (DGS)

- Eastern Regional Emergency Operations Center
- Combined Readiness Center

Elk County

- County Prison Expansion

Franklin County

- Eastern PA Juvenile Detention Center, New Facility

Fulton County

- County Administration Office – New Facility

Greene County

- New Maximum Security State Correctional Institution
- New L-2 Security Prison
- Prison Feasibility Study for Addition and Renovations
- Courthouse Feasibility Study

Jefferson County

- Courthouse – Historic Restoration & Addition/Renovation
- Jail Assessment
- Jail Addition/Renovation

Juniata County

- Courthouse Renovation
- Bousom Building- Design and Renovations
- Courthouse Annex Building
- Courthouse- Historic Restoration and Renovations
- Library Renovation

Lackawanna County

- Prison Facility Needs Assessment
- Prison- Addition and Renovations

Lebanon County

- Correctional Facility Feasibility Study
- Correctional Facility- Addition and Renovations



Lebanon County Housing

- Tulpehocken Terrace Elderly Housing
- Willow Street Elderly Housing Facility
- Poplar Terrace Renovations
- Palmyra Elderly Housing Facility
- Maple Street Elderly Housing Facility

Luzerne County

- Space Planning Study
- Study and Schematic design of a new Youth Center

Mercer County

- New County Prison for Women and DUI Offenders

Mifflin County

- Prison – New Construction
- Prison- Addition and Renovations

Montgomery County

- Correctional Facility Needs Assessment
- Courthouse- Interior Renovations and Additions
- Correctional Facility- New Female Center

Monroe County

- Renovations to Adult Correctional Facility including new
- Renovations to gymnasium and shower/toilet room

Northampton County

- Corrections Complex Addition & Renovation

Northumberland County

- Mountain View Manor- Alternative Community Care program, sponsored by the County Commissioners Association of Pennsylvania

Perry County

- Feasibility Study of Existing County Offices
- Adaptive Re-use of old Hotel Feasibility Study
- Adaptive Re-use of old hotel into County Human Services Building Renovation
- County Prison conversion to new county office facilities
- County Prison
- County Administration Building- Renovations
- County Courthouse- Renovations
- New Perry County Recycling Facility
- County Prison- Fence Renovations

Pike County

- Courthouse Feasibility Study

Potter County

- Jail- Renovations and addition

Schuylkill County

- New Medium Security State Correctional Institution

Snyder County

- Prison Facility Needs Study
- New Snyder County Prison
- Snyder County Prison- Basement renovations
- Courthouse Annex for conversion to new county offices

Sullivan County

- Courthouse Feasibility Study
- Courthouse Historic Restoration, Renovations & Addition

Susquehanna County

- New Susquehanna County Prison
- Courthouse- Historic Structures Review
- Courthouse- Handicap Accessibility Review
- Courthouse- Restoration and Renovations
- Offices and Widman Building- Renovations
- County Trash Recycling Center
- Courthouse- Courtroom Restoration Feasibility Analysis

Tioga County

- County Armory Renovations
- County Courthouse Renovations
- County Juvenile Detention and Family Services Buildings

Union County

- County Prison Facility Needs Assessment

Venango County

- New Venango County Jail
- County Facilities Assessment

Washington County

- County Courthouse Liberty & Justice Statue Restoration

Wayne County

- Prison Facility Needs Assessment and Feasibility Study
- New Wayne County Prison

Wyoming County

- County Facility Needs Study
- Courthouse Historic Restoration, Renovations & Addition

York County

- New County Juvenile Detention Center

York County Industrial Development

- 100 Block South George Street- Revitalization

CCAP Partnership for Continuing Care

- Feasibility Study – Conversion of licensed nursing home beds into alternative community care services for Lehigh, Cumberland, Franklin, Jefferson, Fayette, Somerset, Venango, Luzerne, Clearfield, Indiana, Northumberland, Greene and Westmoreland counties.

Municipal Government Experience**Mount Joy Borough**

- Authority and Police Department

Hellam Township

- Township Building Addition

Lower Allen Township

- Township Building Interior Renovations

Swatara Township

- Fire Station No.1, Study & Addition/Renovation

Mechanicsburg Borough

- Borough of Mechanicsburg- Borough Office and Police Facility Renovations
- Mechanicsburg Borough Senior Citizens Center
- Mechanicsburg Borough Vehicle Maintenance Facility

Hampden Township

- Township of Hampden Emergency Services Building, Swimming Pool and Community Center Study
- Hampden Township New Emergency Services Building
- Hampden Township Fire and Rescue

City of Harrisburg

- Reily Fire Station Feasibility Analysis
- Fire Museum of Greater Harrisburg, PA
- Reservoir Park Mansion Exterior Restoration/Interior Renovation
- Reservoir Park- New Nature Works Facility
- Reservoir Park- Brownstone Building Renovations
- Reservoir Park- New Park Ranger Station
- Reservoir Park- New Craft Village
- Pennsylvania Sports Hall of Fame- New Facility

City of York

York City Housing Rehabilitation Program

Tennessee Experience**Hamilton County**

- Development of new Women's Detention Facility at Silverdale Correctional Center

Georgia Experience**Fannin County**

Consultant with Jennings-King Architects for the design of a new facility including jail, courthouse, fire department, county offices and expansion to library

On Call Contract Experience

Crabtree, Rohrbaugh & Associates provides architectural services to many clients through a task order contract or architect of record relationship. The firm understands the importance of these design relationships and is privileged to provide design services for any type or size project.

Virginia

Prince Edward County

- Courthouse Renovation/Addition
- Steps Building Roof Replacement
- Steps Building Adaptive Reuse Renovation

Chesterfield County, VA

Our open End Contract. Projects include:

- Bon Air Library Renovations
- Chesterfield County Jail Annex's Security Upgrades

City of Charlottesville

- Food service facility and equipment study for all the City's Schools
- Burnley-Moran Elementary School fire door installation at various locations
- Charlottesville High School Fieldhouse Renovations

Madison County & Madison County Public Schools

Through a term contract, our firm worked with both Madison County and Madison County School in the development of an initial five year Capital Improvement Plan for the County's Facilities and Capital Assets, as well as the entire Capital Improvement Plan process and procedure for annual updates.

The Capital Improvement Plan (CIP) is one of the most significant planning processes for Madison County. This plan identifies the capital facility needs and prioritizes them for the community over a five year period. The effective use of the CIP process has provided a systematic approach to identify possible scope of facility needs, prioritization, design, public discussion, cost estimating, and financial planning to address the priorities. Projects include:

- Madison County Office Space Re-Configuration
- Courthouse Construction Consulting
- Madison Primary School
- William Wetsel Middle School
- Madison County High School

Richmond Public Schools

Crabtree, Rohrbaugh & Associates provided architectural/engineering services for renovations at various Richmond Public School buildings. Projects include:

- Swansboro Elementary School
- Bellevue Elementary School
- Jeb Stuart Elementary School
- Adult Career Development Center
- Richmond Community High School ADA Assessment

Spotsylvania County Public Schools

- Open End A/E Term Contract

Fauquier County & County Schools

- Open End A/E Term Contract

VA Department of Corrections

- A/E Term Contract- Statewide

City of Roanoke

- Roanoke Civil Center Chiller Replacement

Roanoke County

- Open End A/E Term Contract

Pulaski County

- Open End A/E Term Contract

Stafford County

- Open End A/E Term Contract

Botetourt County

- Open End A/E Term Contract

James Madison University

- Open End A/E Term Contract

Maryland

Baltimore County Public Schools, MD

- 2016-2017 Open Ended Contract

Calvert County Public Schools, MD

- 2016-2017 Open Ended Contract
- Summitt Park Elementary School Study

Washington County Public Schools, MD

Open Ended Contract for various educational projects. The firm was recently granted a contract extension until April 2017. Projects include:

- Central Office Administration Building Roof Replacement
- Boonsboro Middle School Security/Entrance Renovation
- Boonsboro High School Health Suite Renovation

Prince George's County Public Schools, MD

2016-2017 Open Ended Contract for various educational projects. Projects include:

- William Wirt Middle School Replacement
- Stephen Decatur Middle School Renovation
- Friendly High School Science Lab Renovation
- Modular Administration Office Facility

Maryland Stadium Authority /Baltimore Public Schools

- 2016-2017 Architectural Pool
- Govans Elementary School Feasibility Study and Educational Specification

Anne Arundel County, MD

Architect of Record Contract for 26 years. Projects include:

- Jennifer Road Facility- Central Booking Facility Reno
 - Ordinance Road Facility, Addition/Renovation
 - Jennifer Road Facility, Addition/Renovation
 - Master Plan Ordinance Road Facility
- Master Plan Jennifer Road Facility

Pennsylvania

Penn Manor School District- 5 year contract

Through a 5 year contract, the firm is providing A/E services for the following projects:

- District-wide Master Plan
- \$80M New Mill High School
- High School Assessment and Master Plan/Study
- Pequea Elementary School Add/Reno
- Conestoga Elementary School Add/Reno
- Hambright Elementary School, New Construction

Pennsylvania Turnpike Commission

As part of an Open-Ended Contract, Crabtree, Rohrbaugh & Associates is preparing a master plan to study three sites along the Turnpike. Additional projects include:

- Truck Maintenance Garage & Wash Facility, Pocono Site
- New Truck Storage Facility, New Cumberland Site
- New Materials Testing Lab, Somerset Site

PA State System of Higher Education (PASSHE)

On call contract for the 14 state owned colleges and universities across the Commonwealth.

Kutztown University

Crabtree, Rohrbaugh & Associates is currently working on a number of assignments at Kutztown University. These assignments are on-going with the University, and are concurrent. The scopes of these tasks closely resemble those of a typical task order contract. As this is not a stand alone term contract, there is no maximum project order or contract value. Projects include:

- Courthouse Dining Hall, Feasibility Study
- deFrancesco College of Business, Programming & Study
- Fred & Martha Hafer Visitor's Center Study

Millersville University, PA

Projects as part of this open end contract include multiple maintenance, repair, renovation, minor new construction and alteration projects. Projects include:

Byerly Hall, Schematic Design & Study (Historic)

Federal

Federal Bureau of Prisons

Open ended federal contract

United States Postal Services

Open ended federal contract

U.S. Fish & Wildlife Service

Open ended federal contract for the renovation and upgrades of facilities throughout the Northeastern part of the United States. Projects will include renovations, Americans with Disabilities Act upgrades, educational spaces, and site modifications.



Proposed Sub-
Consultants

PROPOSED SUB-CONSULTANTS



FIRM OVERVIEW

WHAT WE DO

Ascent Engineering Group, Inc. specializes in engineering and design of Mechanical, Electrical, Plumbing, Fire Protection, and Information Technology Systems for K-12 educational facilities, higher education facilities of all types, health care facilities, commercial buildings, animal care facilities, retirement facilities, and local governments. Ascent provides planning, design, and consulting engineering services to Owners, architects, and other engineers. Professional Engineering service constitutes the entire activity for the firm, which produces plans, specifications, studies, reports, energy analysis, and construction administration services.

EXPERIENCE WITH CRABTREE

Alleghany County - Jail Facility
 Amelia County Schools - Security Upgrades
 Brunswick County - Courthouse - Renovation
 Charles County Public Schools (Charles County, MD) -
 Thomas Harrison Middle School - Renovation
 Madison County Facilities - CIP Study
 Madison County Public Schools -
 Additional Design - Auditorium-Stage
 Madison County High School - Renovation
 Madison County High School - Bleacher & Press Box Replacement
 Madison County High School / Middle School – Renovation
 Madison County Middle School - Renovation
 Madison-Wetzel Middle School - Auditorium-Stage Design
 Madison County Schools -
 Counseling Area - Owner Changes
 Power Study at Waverly Yowell Elementary School
 Security Upgrades
 Toilet Renovations
 High School Locker Rooms
 Mecklenberg County Schools - Study
 Richmond International Airport - Study of Rooftop Air Handlers
 Staunton County Public Schools -
 Robert E. Lee High School Study
 Robert E. Lee High School - Additions and Renovations
 West Point Public Schools –
 Canopy Lighting
 Canopy Damage Assessment

Ascent Engineering Group, Inc.

Benjamin C. Linkous, President
blinkous@ascenteg.com
 (540) 265-4444

Offices in Richmond & Roanoke, VA
 19 Employees
 12 Engineers
 6 Licensed Professional Engineers
 4 LEED Accredited Professionals
 1 RCDD
 1 CEM (Certified Energy Manager)
 1 GBE (Green Building Engineer)
 SWAM# 9348S (Certified Small)

Capabilities and Skills:

Audio/Video Systems
 Building Automation (EMS) Systems
 Building Renovations
 Closed Circuit Television
 Commissioning
 Economic Evaluations
 Electrical Power
 Energy Management/Conservation
 Feasibility Studies
 Fire/Security/Alarm Systems
 Heating, Ventilating & Air Conditioning
 Indoor Air Quality
 Intra-Building Communications Systems
 Lighting Consultation
 Media Retrieval Systems
 Pre-Planning Studies
 Process Piping
 Refrigeration
 Solar Energy Utilization
 Thermal Storage
 Underground Storage Tanks
 Utilities
 WAN/LAN Systems



BENJAMIN C. LINKOUS, PE, LEED AP

**PRESIDENT / ELECTRICAL ENGINEER /
PRINCIPAL-IN-CHARGE**

ASCENT ENGINEERING GROUP, INC.

QUALIFICATIONS

Virginia Tech / BS / 2000 Electrical Engineering

Professional Engineer Licenses:

Virginia - 2004

District of Columbia - 2016

Maryland - 2014

Benjie graduated from Virginia Tech in 2000 with a Bachelor of Science degree in Electrical Engineering. He joined the firm in 2001 and acquired his Professional Engineer's licensure in 2004. Following that, he became a LEED Accredited Professional. He has over 16 years of experience.

PROFESSIONAL EXPERIENCE

2001 - Current

Ascent Engineering Group, Inc.

EXPERIENCE

Benjie has worked on numerous project types in his tenure at the firm. His role in these projects has been multi-faceted, from principal-in-charge to project manager, designer, and construction administration. Because of this, he is well qualified to service any project and in any role needed.

PROJECT EXPERIENCE

Henrico County -

East End Government Center - Cooling Tower

Various Government Facilities -

HVAC Equipment Replacements

Deep Run Recreation Center - Mamouth Unit Burner

Gayton Branch Library - New Construction; LEED Services

Lakeside House

Fire Station #19 - Commissioning

Varina Library

Libbie Mill Library

Colonial Heights, VA. - Colonial Heights Courthouse

Charles City, VA. - Charles City County Library Design

Stafford County - Stafford County Schools - Open-End

Virginia Commonwealth University -

Housing Study

Institute for Contemporary Art

Sanger Hall - Renovations

Siegel Center Arena - Renovation



RANDALL W. DANIELS

**VICE PRESIDENT OF OPERATIONS /
PLUMBING AND FIRE PROTECTION ENGINEER**

QUALIFICATIONS

Virginia Tech / BS / 1991 Building Construction

Randy is a specialist in Plumbing and Fire Protection, Design Engineering, Project Management, Construction Administration, and Cost Estimating. He has been with Ascent for more than 30 years.

PROFESSIONAL EXPERIENCE

1985 - Current
Ascent Engineering Group, Inc.

EXPERIENCE

With more than 30 years experience, Randy has worked on projects that range from educational to municipal and healthcare. His role has varied from project manager, cost control liaison, and construction administration. Randy has experience with implementation of all MEP trades; however, he specialized in all aspects of plumbing and fire protection. Because of this, he is well qualified to service any project type from design through construction.

PROJECT EXPERIENCE

Henrico County -

Henrico County Animal Shelter

Henrico County Schools (Various Projects)

Gayton Library

Varina Library

Libbie Mill Library

Colonial Heights, VA. - Colonial Heights Courthouse
Richmond, VA. -

Chichester Park - Parks and Recreation Facility

Dorey Park Recreation Center

Embrey Mill Park - Sports Field Facility

Richmond Animal Shelter

Tuckahoe YMCA - Boiler Replacement

Virginia Commonwealth University -

Institute for Contemporary Arts

Johnson Hall Bathroom - Renovations

Lyons-Wood - Renovations

Rhoads Hall - MEP Study

Rhoads Hall - Core Toilet/Shower Renovations

Lexington, Virginia - Virginia Military Institute -

Crozet Hall Grease Trap Replacement

Roanoke City Melrose Branch Library

Roanoke City Williamson Road Library

Roanoke City Williamson Road Fire Station - LEED Gold Roanoke City
Employee Health Services

Building Roanoke City Police Station - Annex and Phase II Round Hill
Elementary School Renovations



DAVID L. ROLLER, PE, LEED AP

**MECHANICAL ENGINEER, DIRECTOR,
MECHANICAL DEPARTMENT HEAD**

ASCENT ENGINEERING GROUP, INC.

QUALIFICATIONS

Virginia Tech / BS / 1985
Mechanical Engineering

Professional Engineer Licenses:

Virginia - 2002
District of Columbia - 2016
Maryland - 2013
North Carolina - 2012

PROFESSIONAL EXPERIENCE

2000 - Current
Ascent Engineering Group, Inc.
Affiliations - American Society of
Heating, Refrigeration, and Air
Conditioning Engineers

EXPERIENCE

Dave joined the firm in 2000 and serves as the Mechanical Department Head. He is a licensed Professional Engineer, specializing in Mechanical Design Engineering, Energy Management, Project Management, and Construction Administration.

PROJECT EXPERIENCE

Henrico County -

Henrico County Government Center

Lakeside Elementary School - Classroom Additions

Libbie Mill Library

West Area Elementary School #9

Varina Library

Richmond, VA. -

Richmond Animal Shelter

University of Richmond - Weinstein Center (Leed Certified)

Virginia Commonwealth University -

Open-End Contract

Siegel Center

Fauquier County Public Schools -

Greenville Elementary - New Construction - Prototype

Stafford County Public Schools -

Armstrong High School - New Construction

Colonial Forge High School - Additions and Renovations

Greenhouse (Design Only)

RANDALL O. SPENCER, PE, RCDD**IT SYSTEMS DEPARTMENT HEAD,
ELECTRICAL ENGINEER****QUALIFICATIONS**

Old Dominion University / BS / 1988 / Electrical Engineering and Computer Science

Professional Engineer Licenses:

Virginia - 2006
Maryland - 2016

Randy graduated from Old Dominion University in Electrical Engineering and Computer Science in 1988 with a Bachelor of Science degree. He is a registered Professional Engineer in Virginia (2007) and a Registered Communications Distribution Designer (RCDD). He joined Ascent in 1993.

PROFESSIONAL EXPERIENCE

1993 - Current
Ascent Engineering Group, Inc.

1985 - 1993
Newport News Shipbuilding & Drydock, Inc.

EXPERIENCE

Randy has experience with new construction, additions, and renovations for educational facilities in both the K-12 public school and college/university levels. Other experience includes public libraries, airport renovations, data centers, black box theaters, and police stations (state of the art technology for support systems, investigative services, and forensics).

PROJECT EXPERIENCE

Henrico County -

Gayton Library - Interior Renovation

Varina Library

Libbie Mill Library

Fluvanna County -

Fluvanna County Schools - Full Data Upgrades

Fluvanna High School - New Construction

Louisa County -

Louisa High School - New Construction, includes Culinary Arts Program

Buckingham County -

Buckingham County Administration Building

Buckingham County Courthouse

Colonial Heights -

Colonial Heights Courthouse

Spotsylvania County -

Spotsylvania County Schools -

Generator Upgrades, 11 schools

Lighting Upgrades, 6 schools

Technology Upgrades, 13 schools

Roanoke, VA -

Williamson Road Fire Station, Roanoke, VA

Roanoke City - Public Works Service Center

Roanoke City Police Station Annex

Roanoke City Police Station - Phase II

Roanoke Courts Facility - Security Cameras/Locks

Roanoke Valley Resource Authority - Assessment Study

Water Pollution Control Plant

Firm Overview



Each day gives us an opportunity to leave our mark on the world. Creating a Lasting Positive Impact through engineering, surveying, and environmental expertise is the primary focus of Draper Aden Associates. With over four decades of experience providing civil, environmental, geotechnical, solid waste, and structural engineering, surveying and subsurface utility engineering; site development and infrastructure, and construction inspection services throughout the Mid-Atlantic region, we are more than just a set of plans; we are a way to achieve.

Established in 1972 in Blacksburg, Virginia, Draper Aden Associates has grown to become a leading Mid-Atlantic firm with an ever evolving focus on technology. Over the years, our company has expanded to Charlottesville, Hampton Roads, Manassas, and Richmond, Virginia and Raleigh and Fayetteville, North Carolina, with the goal of helping our clients realize a sustainable future.

Draper Aden Associates' capabilities are larger than our size would suggest. Whether it involves the creation of a water distribution system for an under-served community, restoration and reclamation of an environmentally degraded site, preservation of precious natural resources, sensitive development of new communities, or helping to enhance the campuses of institutions where the next generations will learn, what we do today can be looked back upon with pride tomorrow.

In-House Teams

- Environmental Services
- Geotechnical Engineering
- Site Development and Infrastructure
- Structural Engineering
- Subsurface Utility Engineering
- Surveying
- Waste Resource Engineering

Specialty Services

- Renewable Energy Development
- Alternative Wastewater Treatment Systems
- Construction Administration and Inspection
- Environmental/Computer Modeling
- Funding Assistance
- Geographic Information Systems (GIS)
- Geological/Hydrogeological Services
- Geophysics
- Ground Penetrating Radar (GPR)
- Environmental Linear Permitting
- Materials Testing Laboratory
- Stormwater Management
- Sustainable Design/Low Impact Development
- SWPPP Investigations
- Water Supply Planning

AutoCAD Software (Latest Release)

- Civil 3D
- Raster Design
- Architecture
- Revit
- Carlson Survey
- Navisworks

GIS/Modeling Software

- ESRI ArcGIS™ Suite
- Innovyze's InfoNET™
- DHI's MIKE URBAN



Draper Aden Associates
Engineering • Surveying • Environmental Services

Selected Areas of Expertise



Site Development and Infrastructure

Draper Aden Associates' Site Development and Infrastructure team has the expertise to provide all elements of conceptual and final development plan preparation, site and utility layout, preparation of construction plans and specifications, contract administration, permitting and regulatory and municipal approvals, while our other divisions work to support them.

We have established successful working relationships with state and municipal officials that allow us to complete plans with fewer complications. In-house planners, engineers, and surveyors working as an integrated team enable us to bring comprehensive problem solving techniques to complex issues.

Our Site Development and Infrastructure team includes registered Professional Engineers, planners, designers, landscape architects, inspectors, and technicians with extensive site development and infrastructure design experience. Because we are a full-service civil engineering and environmental consulting firm, we also have specialists available to assist in environmental studies, drainage design, utility design, utility location, surveying, landscape design, GIS mapping, permitting, and other necessary areas of expertise.

- Industrial, Commercial, Institutional and Residential Developments
- Facility Siting, Master Planning, and Design
- Sports, Parks and Recreational Facilities
- Land Planning, Zoning and Land Use Studies
- Site Infrastructure Development and Rehabilitation
- Plan Review
- Sustainable Design/Low Impact Development
- Site Grading and Stormwater Management
- Landscape Architecture
- Environmental Evaluation and Permitting
- Streetscape Planning and Design
- Drainage
- Street and Highway Design
- Parking Lot Design
- Permitting Assistance
- Erosion and Sediment Control



Draper Aden Associates
Engineering • Surveying • Environmental Services

Fluvanna County Experience

- Water Supply Plan - Fluvanna / Louisa Joint Water Authority
- Fluvanna County Sanitary Landfill
- Fluvanna Shovel Ready Sites Program
- Lake Monticello Recreational Facility
- Fluvanna Co Public School Water and Sewer
- Farm Heritage Museum
- Fluvanna Virginia Business Ready Sites Characterization Applications

History Working with Crabtree, Rohrbaugh & Associates

- Fluvanna Co Public School Water and Sewer
- Amelia County Public Schools Survey and Paving Plan
- Prince Edward County Courthouse Improvements
- Staunton High School Renovation and Improvements
- Robert .E. Lee High School Site Plan



Draper Aden Associates
Engineering • Surveying • Environmental Services



Associate
8 years with the firm
8 years of experience

Education

- B.S./2008/Civil Engineering/
University of Virginia

Professional Registration

- Professional Engineer / 2013/VA

Areas of Expertise

- Site Planning and Engineering
- Infrastructure Design
- Stormwater Management
- Dual Combined Administrator for Erosion and Sediment Control and Stormwater Management

E. Campbell Bolton, PE

Site Development and Infrastructure Project Manager

Mr. Bolton is a Project Manager on the Site Development and Infrastructure team out of the Charlottesville office. He is responsible for project oversight, preparing plans, engineering calculations, using engineering related computer software. He has experience as an engineer for site designs and plan reviews for various commercial, institutional, and municipal projects.

Farm Heritage Museum, Fluvanna, VA: Staff Engineer for the project that includes construction of a new building at the Pleasant Grove House property.

Project scope also includes an access path from the parking lot to the Farm Museum as well as an access drive from the main drive to the existing parking lot.

North Central Avenue Streetscape, City of Staunton, VA: Project Manager for the improvement to approximately 1,400 linear feet of North Central Avenue in downtown Staunton, VA. The project includes removal of existing concrete sidewalks and portions of the roadway and installation of brick sidewalks, concrete curbs, and permeable paver parking spaces. This is a VDOT funded project.

McIntire Park Parking Lot Improvements, Charlottesville, VA: Design Engineer for stormwater management facilities required for the City of Charlottesville to construct a 24,000 SF parking lot and 530 LF of street improvements. Three bioretention facilities were designed to meet the water quality and quantity requirements of the new stormwater management regulations.

Charlottesville Circuit Court Renovation and Addition, Charlottesville, VA:

Project Manager for the site planning and engineering services including stormwater management and upgraded utility service for renovation and a small addition to the existing Charlottesville Circuit Court building located in Charlottesville's Historic District.

Thomas E. Lee Industrial Park Lot, Orange, VA: Project Engineer for site planning and design services for the site, landscape, Stormwater Pollution Prevention Plan (SWPPP), and lighting plans for the 5 acre tract in Lee Thomas Industrial Park in Orange County, Virginia.



Draper Aden Associates
Engineering • Surveying • Environmental Services



Associate; Program
Manager

12 years with the firm
25 years of experience

Education

- B.S./1992/Civil Engineering/
Valparaiso University

Professional Registration

- Professional Engineer/2006/VA
- LEED® Accredited Professional

Areas of Expertise

- Sustainable site development
- Storm water management design
- Economic development parks
- Hydrologic and hydraulic analysis (flood plain modeling)

Carolyn A. Howard, PE, LEED® AP

Regional Manager, Site Development and Infrastructure

Ms. Howard is the firm's Stormwater Program Manager and Regional Manager for the Site Development and Infrastructure team. Her experience includes sustainable site development, hydrologic and hydraulic analysis, and storm water management design. Her technical expertise, combined with her exceptional project management and communication skills, has resulted in the successful performance of numerous client assignments for state, local, and private clients. Ms. Howard's responsibilities include oversight of all projects that involve site development or redevelopment and stormwater management.

Farm Heritage Museum, Fluvanna, VA: Project Manager for the project that includes construction of a new building at the Pleasant Grove House property. Project scope also includes an access path from the parking lot to the Farm Museum as well as an access drive from the main drive to the existing parking lot.

Wildwood Commerce Park Development, Blue Ridge Crossroads Economic Development Authority, Galax, VA:

Project Manager/Senior Engineer. Responsible for overall project coordination and management of internal teams and subconsultants. Completed due diligence research and investigations, environmental studies, and design, bidding, and construction phase services of a 4-lane access road, stormwater management, and utility extensions, as well as a Mega-site pad development.

N. Central Avenue Streetscape, Staunton, VA: Site Development and Infrastructure Team Manager for the sidewalk, stormwater management infrastructure, grading, erosion and sediment control, and lighting improvements for N. Central Avenue from Frederick to Pump Street. This is a VDOT funded project.

Cove Road/Andrews Road, Monterey Road and Trevino Drive Storm Drain Projects, City of Roanoke, VA: Project Manager. Engineering services for updated design and preparation of new construction documents.

Main Street Streetscape Revitalization, Stanardsville, VA: Site Development and Infrastructure Team Manager for the engineering design for a proposed VDOT Enhancement streetscape revitalization project, which includes sidewalks, curb and gutter, visibility, landscaping and lighting.



Draper Aden Associates
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FIRM OVERVIEW

“What I like most about ECS are the people. They are experts with a wide-range of knowledge. I never hesitate using ECS on projects.”

**- Crystal Morphis, Founder and CEO
Creative Economic Development Consulting, LLC**

ABOUT OUR COMPANY

Local: ECS Mid-Atlantic, LLC is a premier provider of geotechnical engineering, construction materials testing, environmental consulting, and facilities engineering services across Maryland, Pennsylvania, New Jersey, and Virginia. With more than 600 employees and over 30 years of experience, ECS is equipped to help clients through the entire project cycle for both the private and public sectors.

Company: ECS Mid-Atlantic, LLC is one of the operating entities of the ECS Group of Companies. ECS currently operates in more than 60 locations throughout Eastern, Southeastern, Southwestern and Midwestern states. Utilizing the strengths, experience, and expertise of more than 1,700 staff across the company ECS is able to save our clients time and money.

OUR VALUE

ECS embodies its philosophy of *“Setting the Standard for Service”* by using technology and experience to assist clients in the development of cost-effective, practical solutions. For over three decades, our engineering consulting services have helped our clients meet project requirements.

ECS SAFETY

Our employees are committed to making safety an integral part of everyday operations. We conduct team safe behaviors that include observation and feedback using a Behavior Based Safety process we call STAR. We also hold monthly safety meetings, train employees to help lead those efforts as an office Safety Officer and talk about safe practices at the beginning of any ECS meeting. At ECS, safety is not just a priority; it is a core value that defines how we do business.

For more information: www.ecslimited.com.





PROFESSIONAL PROFILE

Mr. Meurer is an Environmental Principal for ECS Mid-Atlantic, LLC. He has participated in various types of ecological, hydrological, and environmental projects. He has received extensive training in U.S. Army Corps of Engineers wetland delineation methods, wetland construction, threatened and endangered species reviews, ecological risk assessments, and subsurface remedial investigation and characterization techniques.

PROJECT EXPERIENCE

Virginia Department of Transportation (VDOT) Wetlands and Water Quality Term Contract, Various Locations, VA - Serves as a designated key staff responsible for managing, staffing, and executing wetland delineation, permitting, and mitigation projects for VDOT projects throughout the Commonwealth of Virginia.

South Hill Police Office Building, South Hill, Mecklenburg County, VA – Mr. Meurer prepared an Environmental Impact Report (EIR) for the existing Virginia State Police facility. The site is a one acre parcel with an office building, two sheds, a fuel pump and communication tower. The building is scheduled for demolition and replacement. The EIR was prepared for the potential impacts to the area from the natural/cultural resources and the construction.

Virginia Capital Trail – Richmond Phase, Richmond, VA - Oversaw Phase I ESA of a 0.5-mile portion of a recreational trail within a heavily industrialized portion of the city. The project required review and analysis of multiple sources of data on environmentally contaminated properties, as well as an analysis of potential impacts to the proposed construction.

Virginia Commonwealth University, Term Contract, Richmond, VA - Senior Environmental Scientist: Conducted a site assessment and provided remediation services.

Camp Peary Range 33, York County, VA - Environmental Manager - ECS visited the range and set up our equipment for lead monitoring services and then returned to the project site to pull off the equipment. Two soil samples were collected for lead using the Toxicity Characteristic Leaching Procedure (TCLP).

REGISTRATIONS

The Leadership in Energy and Environmental Design (LEED): Accredited Professional

CERTIFICATIONS

Institute of Hazardous Materials Management: Certified Hazardous Materials Manager (CHMM)

Society of Wetland Scientists: Professional Wetland Scientist

40-Hour OSHA HAZWOPER Confined Space Entry

SKILLS

Chesapeake Bay Resource Preservation Area Assessments

Impacted Soil Studies and Remediation

EDUCATION

Master of Science, 2006, Environmental Science-Ecology/Hydrology, University of Virginia, Charlottesville, VA

Bachelor of Science, 2001, Environmental Science, Allegheny College, Meadville, PA

YEARS OF EXPERIENCE

ECS: 8 Other: 5





PROJECT APPROACH

Project Approach

Crabtree, Rohrbaugh & Associates is keenly attuned to the schedule requirements associated with Term Contract projects and is committed to providing all necessary resources immediately to meet the desired project schedule. Upon notice of RFP, we will prepare a draft proposal including scope of work for the entire team along with fee information. Upon project award, we will coordinate a project kick-off meeting with all project stakeholders, to review project's scope, schedule requirements, goals and budget. Based upon the nature of the potential project, we will provide the County of Fluvanna the following services:

PROJECT METHODOLOGY

Project Management: All architectural and/or engineering design services will be led by a Project Manager as a single point of contact, responsible to facilitate overall project communication and coordination, develop consensus, provide direction, and manage external project issues. A Project Architect will be assigned to work with the Project Manager, leading the design and coordination effort, including technical development and management. This will provide Fluvanna County with comprehensive management and seamless design expertise.

Project Management Plan: A Project Management Plan will be developed for each project, which will provide the framework for the implementation of our "Client Oriented", Quality-Based Process to be utilized during the programming, design and development of your project.

The Project Management Plan includes:

- [Project Objectives](#)
- [Scope of Work](#)
- [Project Budget](#)
- [Project Schedule](#)
- [Team Organization](#)
- [Quality Control](#)
- [Change Management](#)
- [Communication Plan](#)

Project Objectives: Based upon the initial project information, the requirements as outlined within the RFP, as well as any specific project goals identified by Fluvanna County at the project kick-off meeting, a list of goals and objectives will be established as a framework for the development of each individual project. Objectives & goals will be:

S	SPECIFIC
M	MEASURABLE
A	ACHIEVABLE
R	REALISTIC
T	TIMELY

Scope of Work: Based upon specific project goals and scope of work, a task outline detailing a list of deliverables to be provided at the completion of each phase, will be generated and distributed among the design team for review prior to project initiation. All design phase deliverables will become part of a phase submittal package to Fluvanna County, for review and approval.

Project Budget: The initial project budget will be developed, aligning with scope and quality requirements and based on current market conditions. Scope and cost management strategies will be applied during each phase of the project. This process includes scope of work tracking, milestone estimates, value engineering, procurement strategies, and change order management.

Project Schedule: Our team is accustomed to working on projects at various paces due to both internal as well as external project related factors, and we are adept at co-managing this information. A comprehensive project schedule will be developed which identifies all of the project's stages, phases, and major activities; mapping them to a timeline that measures key dates used to keep track of the work progress required to meet your needs. Our schedule management will adjust as necessary and interface directly with scope, cost, and quality management procedures outlined within the Project Management Plan.

Team Organization: Technical staff will be assigned based upon the scope of work and specific project needs. The Project Manager will coordinate and manage the design team, including engineering consultants. Project Management will include the oversight of schedules and budgets; review of key submissions and deliverables, and verification of stakeholder input. The Project Manager will insure the application of Quality Assurance Principles.

Quality Control: We focus on the preparation of design and construction documents that are clear, concise, correct, complete, and coordinated. A Project Quality Control Plan is established and implemented for each project. The Project Manager will administer and manage this plan, with support by the Project Architect.

Quality Control is not a process in and of itself, rather it is an inherent part of the Project Management Plan and the development of the project, from concept development through completion of the construction documents.

Change Management: The Project Manager will provide oversight and management of the project, assuring the project is delivered in compliance with the Professional Services Agreement. Any deviations to the services required under the Agreement will be coordinated by the Project Manager, along with Fluvanna County. The Project Manager, as part of the Quality Management Procedures, will monitor the development of the project against the approved scope of work and budget, and communicate and coordinate any deviations with Fluvanna.

Communication Plan: The Project Manager will develop the communications methodology for internal and external project communications.



POTENTIAL PROJECT:

Feasibility Study/Programming / Space Planning

Our process begins by establishing lines of communication; identifying decision makers and applying a time line so participants clearly understand the importance, magnitude and impact of each decision. As advisory committees are formed, CRA would begin by directly engaging key staff, department heads and administrators. This process aids the architect by providing a detailed description of each program. We would propose a regular meeting schedule to present information and report progress to the county, advisory committees and community.

Kick-Off Meeting – We will meet with Key Administrative Staff to review overall project goals and proposed schedule for the Study. We will review the process identified below clearly identifying county responsibilities, architect responsibilities and our overall communication and decision making process.

Identify Existing Use of Space - We will review the site plans and floor plans provided by the county and conduct interviews with the appropriate staff to determine the current use of each space within the building.

Validation of Specifications – We will review and validate the current program and document current and future space needs. We will work closely with you to develop a detailed function and area summary for each space.

Comprehensive Communication – A key step in the successful completion of the study and design process is successful communication, information gathering, and provision of materials to the county and community. We will identify all key meetings via a detailed schedule of the meetings for public dissemination. Our documentation of meeting minutes at each meeting allows our team to demonstrate our understanding of the issues discussed and decisions made. We will review our information gathering techniques, including web based questionnaires and community surveys, and integrate these into our overall schedule.

Physical Survey Of Existing Facilities – Our team and your facilities director will meet to discuss current operational conditions of the facility and will conduct an on-site review and observation of building components and systems. We will prepare a report based on our field analysis stating the condition of the mechanical, electrical, technology and plumbing systems. We will develop a menu of improvements



that will include recommendations for renovations, code compliance and ADA accessibility. We will review energy consumption using EPA / DOE Portfolio Manager Tool.

Program Development- We will work with the administration to determine the requirements for each space and site amenities. During this phase, the architect will provide the information needed to determine the minimum/maximum size determine the appropriate maximum number of occupants per space.

Develop Options- Based on the scope of work proposed for improvements, the architect will develop options giving consideration to program, site, budget, grade alignment, sequence of construction and any other considerations as determined by the county. Each option will include conceptual plans and floor plans as well as cost estimates which will include soft costs, (i.e. financing fees, legal). A baseline option will be provided to meet construction standards. At this time, multiple variables for each option may be present; therefore, CRA will assemble a matrix so that each option can be compared.

After performing a comprehensive Energy Analysis, we will review the potential of LEED Certification for any of the building solutions. This cost benefit analysis will identify any proposed additional costs for LEED and any appropriate return on investment based on reduced energy costs.

Final Study Presentation – Upon review and approval of the Board, a summary of the findings will be presented in narrative and illustrative form and included on the Feasibility Study website. The Board may elect to select a project and authorize the architect to proceed.

POTENTIAL PROJECT:

Renovation/Addition & Renovation/New Construction

The following services, provided by our experienced Project Manager as a single point of contact and coordination, are intended to facilitate communication and consensus as well as provide precise project definition and effectively reduce the number of unexpected occurrences. Our practice centers around a strong team approach where we first identify and understand your needs and expectations and then align our design services and project approach to ensure we meet your expectations.

Through this team approach, we will engage our consultants throughout the phases of design based upon the scope of the project. A master schedule will be developed which will outline meetings and milestones for each of our consultants and outline their responsibility as the project progresses.

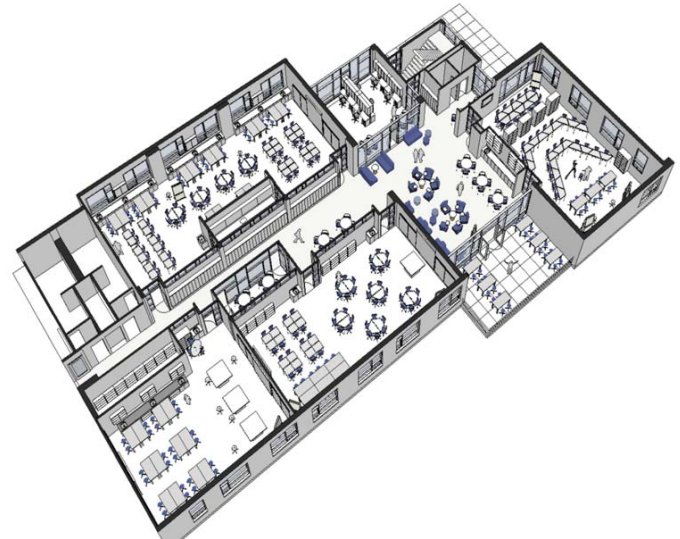
Schematic Design (SD)

Schematic Design establishes the general scope, conceptual design and scale and relationships among the components of the project. At the conclusion of this phase, we will arrive at a clearly defined, feasible concept and solution for the project. We will clarify the program, explore the most reasonable design solutions and provide a reasonable basis for analyzing the cost and establishing a budget. With the programming approved, we proceed to define the size, shape and layout of spaces of a building and immediate exterior that will satisfy the program and all building code and, if needed, land use requirements. The completion of this phase will be marked by a presentation and delivery of a schematic design package, including a project overview, delineation of project goals, schematic drawings and the project budget and schedule.

SD Key Requirements: Site and Stormwater Submittals (if necessary) | Digital Floor Plans and Site Plans | Develop Design Master Schedule | Preliminary Building Elevations & Sections | Plan to Program Comparisons | Design Narratives | 30 / 75% SD Presentation

Design Development (DD)

The Design Development phase refines the scope of work previously approved in the SD phase. The project is developed to a level of detail necessary to work out a clear, coordinated description of all aspects of the project. Major elements including equipment and mechanical, electrical, structural, telecommunications and plumbing



systems are designed, integrated and coordinated through enlarged scale drawings, detailed elevations and plans, and design mock-ups. The DD phase is typically the last major opportunity for design input that involves the User Group. Any major change to the project's scope or program during this phase will likely incur budget and schedule impacts.

DD Key Requirements: Complete Code Compliance Drawings | Outline Specifications | 50% and 95% DD Progress Printing | 50% and 95% Reconciliation | DD Presentation

Construction Documents (CD)

The Construction Documents phase results in development of working drawings and specifications in sufficient detail to permit the bidding of the project and to direct the work of the contractors. During this phase, we will facilitate reviews with the local agencies responsible to review and approve the building plans. Regularly scheduled team meetings during this phase will assist in achieving a well-coordinated and integrated building design. Prior to completion of this phase, it is important to understand the bidding requirements, including identification of alternate bid items so that this information can be properly and thoroughly coordinated within the construction documents.

Key Requirements: Drawing Review w/Applicable Code Offices | Application for Permits | Public Meetings & Hearings | 50% Minimum Progress Documents | 85% Documents Review | CD Submission – 100% Complete

Bidding

During the Bidding Phase, we will contact prospective bidders to ensure good bid coverage, and answer questions from bidders, issue addenda as necessary and conduct a pre-bid conference at the project site. Upon receipt of bids we will assist the owner and owner's representative in reviewing the bidding documents, including analyzing bids vs. the project cost estimate, reviewing alternate bid pricing, checking and verifying references and credentials and making an ultimate recommendation for award.

Construction Administration (CA)

During this phase we will attend and participate in the bi-weekly construction meetings and will ensure that the respective professionals are in attendance in order to address construction issues and questions.

We will provide the necessary on-site observation in order to ensure that the work is constructed in conformance with the contract documents. During this phase, we will prepare meeting notes of the construction conferences and job coordination meetings; prepare color boards and schedules for final approval, and review shop drawings and product submittals.

Key Requirements: RFI Response | Bid Evaluation / Award | A/E Review of Submittals/Shop Drawings | A/E Review of RFI's / Change Orders | O&M Manuals | Prepare & Distribute Punch List | Final Inspection & Certification





REPRESENTATIVE PROJECTS



After the completion of a adaptive reuse study of the former Dillwyn Elementary School, Buckingham County has moved forward with design a new Library and Community Center. The new Library and a County Community Center will include classrooms, meetings rooms and a multi-purpose room with catering venue.

Construction Estimate
\$3,400,000

Construction Completion
Fall 2019

Project Size
33,000 SF

Client
Karl Carter
Buckingham County
Assistant County Administrator
434-969-4242
kcarter@buckinghamcounty.
virginia.gov

Relevance to Project:
Virginia County Experience | Feasibility Study | Programming |
Renovations | Interior Design | Sustainable Design Principals |
Cost-Effective Design



The project consists of a facility assessment, programming and design of the Herff Jones Building conversion to create new county office space.

Construction Estimate

\$8,500,000

The goal is to consolidate several county office functions into this single location. The overall space planning effort includes the entire build out, planning the building systems and services for the future phases.

Construction Cost

\$5,898,300

Program spaces includes: Probation, Mental Health, Domestic Relations, Children and Youth, Court Operations, 3 court rooms for the District Magistrate. Additional space accommodates County Archives, Maintenance and central storage.

Construction Completion

July 2017

The scope of work includes natural lighting/window upgrades, ADA improvements, entrance renovations and security improvements.

Project Size

91,000 SF Adaptive
Re-use Renovation

Client

Adams County
Randy Phiel
Commissioner
717-337-9820

Relevance to Project:

County Building Experience | Office Planning & Design
Experience | Adaptive Re-use of Existing Facility



Bon Air Library



Completed in two phases, the renovation of the Bon Air Library allows for continued operation and availability to the public and includes an interior renovation of 1,890 square feet of meeting rooms, restrooms and associated support space.

Phase 2 includes the complete renovation of the remainder of the 12,046 SF library, includes the collection and circulation areas. Renovations include a new stack layout and genre arrangement to accommodate a new service delivery model, all new stacks and casework, reorganization of all back-of-house and work room spaces, replacement of all finishes, new furniture, all new technology infrastructure, all new lighting and modification of mechanical systems including conversion of the fuel system from propane to natural gas.

Phase 2 is being completed under two separate and distinct construction sub-phases to allow for continuing library operations and to not disrupt important library programs such as their summer reading series.

This project was publicly bid and came in 24% under the Owner's Budget.

Construction Cost

\$535,830

Construction Completion

May 2014

Project Size

13,742 SF Renovations

Client

Chesterfield County
Mike West
Capital Projects Manager
804-748-1834

Relevance to Project:

Virginia County / Government Experience | Building System Upgrades | Occupied Phased Renovation | Renovation/ Modernization



Brunswick County Courthouse & County Offices



The Brunswick County Historic Courthouse building was built in 1854 and is on the National Register of Historic Places. The scope of work included evaluating options for restoring and re-purposing the building for various County Government offices as well as the following:

- Review Scope of Work for the Rehabilitation of the Old Brunswick County Courthouse.
- Review and make recommendations regarding the current division of space in the Courthouse, potential alterations and possible uses of various spaces within the Courthouse.
- Review historic significance of Courthouse and make any related recommendations on options.
- Review ingress and egress at the Courthouse.
- Provide all necessary engineering, architectural, environmental, surveying, impact analysis, and other services related to redevelopment of the property.

Renovations to the building include extensive exterior historic restoration and facility improvements, as well as exterior masonry waterproofing and restoration, painting, and exterior doors and window upgrades. Interior improvements include the reorganization of office and support spaces, building code and accessibility upgrades, repair of water damaged areas, new interior finishes, mechanical and electrical system upgrades and removal of hazardous materials.

In addition, the courthouse provides administration and office space for Brunswick County including the County Treasurer, Commissioner of Revenue, Finance Department, County Administrator and staff, the Registrar, the Planning/Building Department, and office space for the Sheriff's Department and the Virginia Cooperative Extension Office.

Construction Cost

\$2,454,793

Construction Completion

January 2014

Project Size

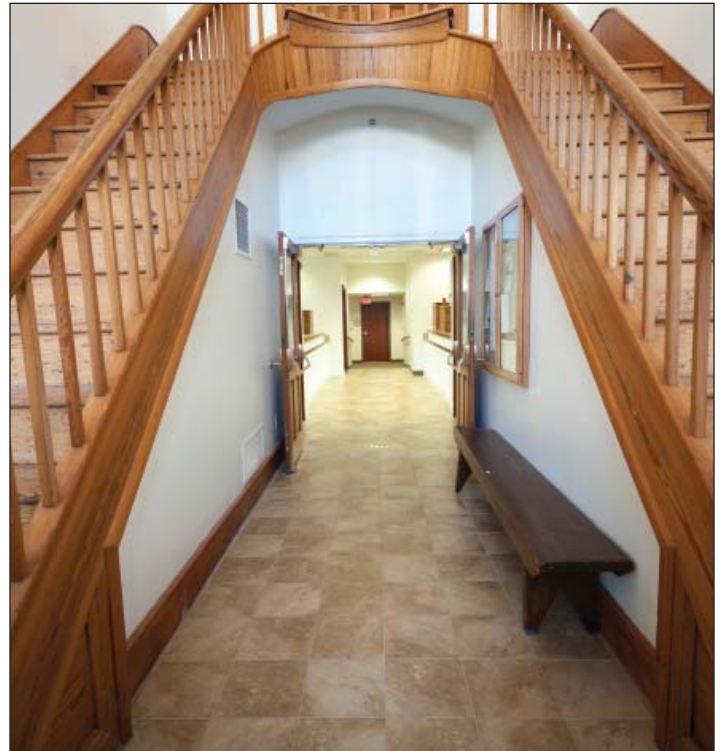
18,374 SF

Client

Charlette Woolridge
County Administrator
434-848-3107
cwoolridge@brunswickco.com

Relevance to Project:

Virginia County Courthouse | Feasibility Study | Programming |
Renovations | Interior Design | Sustainable Design Principals |
Cost-Effective Design



Prince Edward County Courthouse



Prince Edward County was seeking a multi-phased renovation to address the security, adjacency and overcrowding issues present at the Courthouse. The first phase is to relocate Social Services into office space outside of the Courthouse. This will provide the space to begin the renovations and relocation of programs. The second phase is to separate the Combined Courts into Juvenile and General District Court by moving the Juvenile Court to newly renovated space on the first floor. Juvenile Probation and Magistrate is relocated into newly renovated space giving the Sheriff department additional space in their suite. Finally, the Clerk of Courts is relocated into newly renovated space on the first floor. The third phase is to renovate the Main Circuit Court Room in the historic, original Courthouse constructed in 1890. The fourth phase renovated the 3 story atrium, relocating the stairs and providing better fall protection on each of the floors. The fifth and final phase adds a security vestibule and sally port addition to the building. This will increase safety and security for the staff, public and incarcerated.

Construction Estimate
\$2,300,000

Construction Completion
December 2019

Client
Wade Bartlett
Prince Edward County
County Administrator
434-392-8837

Relevance to Project:

Virginia County Experience | Courthouse | Feasibility Study |
Programming | Renovations | Interior Design | Sustainable Design
Principals | Cost-Effective Design



EFFECTIVE COST CONTROL

Effective Cost Control

Cost Control Methodology

A significant element of our team is our unparalleled ability to produce accurate estimates from the start of the process, and more importantly the ability to design to budget. This is evident in our documented ability to remain on budget and schedule on our projects. We boast an impressive record with 95% of our estimates coming in either on-budget or within 5% of the construction estimate.

Controlling costs is an important aspect of our Project Approach. CRA utilizes a unique approach to cost estimating which incorporates involvement by the entire design team in the estimating process starting at the end of schematic design where we begin to analyze specific components of the design. This familiarity with the costs enables the Team to discuss the costs and cost implications at each meeting throughout the project. Due to the fact that all team members are involved in this discussion at each Project meeting, they are keenly aware of how any changes to design or scope will impact the design and ultimately the final construction cost.

While our Team focuses on communication, schedule and budget; the quality of our design process and result is equally important. We assess, listen and take into account all project influences and design a solution that is best for the client.

Reducing Project Costs

Utilizing a cost effective design approach will allow Fluvanna County to maximize opportunities developed in the design process. We apply a Cost-Effective design approach based on our experiences designing facilities throughout the Mid-Atlantic. Our modern facilities provide vibrant 21st Century Spaces, quality materials and finishes that will provide outstanding opportunities.

In order to achieve a Cost Effective design solution, it is first imperative to understand how to define this term:

- Is it the lowest first-cost structure that meets the program?
- Does the design offer the lowest operating and maintenance costs?
- Is it the building with the longest life span?
- Is it the facility in which users are most productive?
- Does the building offer the greatest return on investment?

Or, most likely, is it all of the above? That is the advantage of hiring Crabtree, Rohrbaugh & Associates. We have a proven design delivery approach that allows for you to achieve quality materials, low upfront cost and long term operating costs. These numbers are based on state documented data throughout the Mid-Atlantic States.

We focus on providing high quality, integrated design solutions that meet and exceed your technology and programmatic requirements and expectations. We design facilities with a high degree of constructability so contractors can focus on construction, it streamlines the construction schedule and provides for minimal construction phase change orders. The firm has traced the construction cost for every project completed by the firm since its inception in 1984. This historic record, along with relevant information concerning both the use and construction type for each facility, gives us extremely accurate data from which to project your construction cost.

Cost Management throughout the Design Process

We will continually test the viability of any project budget by applying our integrated design delivery approach throughout each phase of the project. We will analyze the function of materials, systems, processes, and building equipment for the purpose of achieving the required functions at the lowest total cost.

Use Economic Analysis to evaluate Design Alternatives

In addition to first costs; design decisions typically include projected cost impacts of, energy/utility use, operation and maintenance and future system replacements. At the beginning of the project, we will work with you to establish what economic tools, strategies and models will be used to evaluate the building design parameters.

Documentation, Tracking & Reporting

In tracking the costs of educational facility design and construction throughout the Mid-Atlantic, Crabtree, Rohrbaugh & Associates has designed the most cost effective facilities in Virginia, Maryland and Pennsylvania. In 2010, after bids were received, Clarke County High School became the most cost effective high school built in the Commonwealth since 2004. More recently, Riverheads and Cassell Elementary Schools for Augusta County Public Schools ranked #2 and #3 respectively on the Annual Cost Data Report from the VA Department of Education.

2015-16 Department of Education Annual Cost Data Report				
	Total Cost	Total SF	Total Cost/SF	Total Cost/Pupil
Hugh K. Cassell ES	\$18,479,675	94,500	\$195.55	\$19,871
Riverheads ES	\$18,933,051	94,500	\$200.32	\$20,358
Statewide Average 2015-2017			\$222	\$24,966

2010-11 Department of Education Annual Cost Data Report				
	Total Cost	Total SF	Total Cost/SF	Total Cost/Pupil
Clarke County High School	\$23,300,000	162,050	\$143.78	\$26,357
Statewide Average			\$210.39	\$34,410

Pennsylvania Department of Education tracks educational design and construction costs of cost of addition/renovations on Report 31 and new construction cost on Report 30. The firm is proud of our track record of ranking at the top of these lists for the last 20 years.

PA Department of Education Cost Data			
	Structure Cost	Square Foot	Structure Cost/SF
Montoursville Area High School	\$30,964,537	212,051	\$146.02
Lewisburg High School	\$28,559,511	181,626	\$157.24
Middletown High School	\$33,470,636	196,404	\$170.42

The foundation of the firm's success is based on its corporate philosophy of a "Client-Oriented" approach that focuses on meeting the needs of our clients. We understand that an efficient, well-designed, high-performing facility has significant impact on the quality of the process for the facility.

We believe that every dollar that is not spent on the structure is an investment into your program.

- Doug Rohrbaugh, Co-founder
School Board Member - 17 years

Project Budget History

We understand your project's budget is important and it is vital that we use our experience and resources to provide you with a facility that meets the educational program provides an environment for your students to learn and collaborate. The initial project budget will be aligned with the project scope and with current market conditions. During the phases of design our cost estimate is continually compared to the original budget to ensure your budget is met and to keep the estimate in-line with market conditions.

	Owner Budget	CRA Project Estimate	Construction Cost	Under Budget
Riverheads Elementary School	\$18,600,000	\$16,800,000	\$16,593,846	-\$206,154
Cassell Elementary School	\$18,600,000	\$16,800,000	\$15,462,984	-\$1,337,016
Wilson Elementary School	\$15,000,000	\$13,587,797	\$13,402,333	-\$185,464
Clarke County High School	\$31,500,000	\$30,520,000	\$23,300,000	-\$7,220,000
State College Senior High School	\$130,000,000	\$129,400,000	\$120,300,000	-\$9,100,000
Connellsville Senior High School	\$48,500,000	\$47,738,882	\$45,163,708	-\$2,575,174
Middletown High School	\$35,000,000	\$33,750,000	\$33,723,109	-\$26,891
Lewisburg Area High School	\$32,000,000	\$31,500,000	\$30,500,070	-\$999,930
Uniontown Area High School	\$25,000,000	\$23,351,905	\$21,734,825	-\$1,617,080
Donegal High School	\$43,000,000	\$41,288,148	\$28,814,352	-\$12,473,796
Chambersburg Area High School	\$63,000,000	\$62,744,092	\$61,895,700	-\$848,392

Guaranteed Budget - We will guarantee the construction cost for the project which is a commitment we make on every public project we design. Our guarantee is simple, if on bid day the project comes over the established budget, we will redesign the project and bring the project in under the established budget at no additional charge.

Quality Control Methods

Crabtree, Rohrbaugh & Associates commitment to Quality, including the development and implementation of our Quality Assurance Plan, is an economic tool to increase our efficiency, insuring quality management, planning, and design and construction administration services for our clients. There are two major components to our Quality Assurance Program, which we have outlined in our Commitment to Quality section in this proposal.

Project Management Workbook

The Project Management Workbook is a tool, including phase by phase project deliverables and checklists, intended to insure that each of our projects is delivered in a consistent, predictable and efficient manner.

Quality Control Project Workbook

As a project changes from a primarily design/iterative focus in its early stages to a more documented / linear focus during the Design development and Construction Document phases, it is an important time for Quality Assurance reviews, in order to verify that the design meets the client's requirements as well as basic levels of constructibility, and that nothing has been lost in the transition between phases.

Project Management Plan (PMP)

The Project Management Plan for each project will outline the specific framework for the implementation of established detailed Quality Management Procedures to be utilized during the development of the project phases. The Project Management Plan will document the key management tasks and will be updated throughout the project. The PMP includes:

- Project Objectives
- Scope of Work
- Project Budget
- Project Schedule
- Team Organization
- Quality Control
- Change Management
- Communication Plan

Quality Culture

We believe that by increasing the frequency, quality and extent of reviews of our design and construction documents is one of the single most important actions that we can take to improve the certainty which we expect of our Design and Construction Documentation. However, simply having procedures for checking documents at milestones is not enough. We have developed a quality "culture" around our office, designed to meet and exceed our client's expectations.





References

REFERENCES

References

Prince Edward County

Wade Bartlett
County Administrator
111 South Street
Farmville, VA
434-392-8837

Project: Prince Edward County Courthouse Renovation
Steps Building Roof Replacement
Steps Building Adaptive Reuse Renovation

Buckingham County

Rebecca Carter
County Administrator
P.O. Box 252
Buckingham, VA 23921
434-69-4242

Project: Buckingham Library and Community Center

Brunswick County

Charlotte Woolridge
County Administrator
228 N. Main Street
Lawrenceville, VA 23686
434-848-3107

Project: Brunswick County Courthouse Renovation & Restoration

Adams County

Randy Phiel
Commissioner
117 Baltimore Street, Room 201
Gettysburg, PA 17325
717-337-9820

Project: Human Services Building: Adaptive Re-use of vacant building
Adams County Courthouse Feasibility Study & Assessment

Augusta County Public Schools

Eric Bond, Superintendent
Augusta County Public Schools
18 Government Center Lane
Verona, VA 24482
540- 245-5100
ewbond@augusta.k12.va.us

Projects: Riverheads Elementary School- New Construction
Wilson Elementary School – Addition/Renovation
Cassel Elementary School – Kitchen Renovation
Wilson Middle School- Additions
Cassel Elementary School- New Construction

Crabtree, Rohrbaugh & Associates' Hourly Rates

The following is a listing of the billable rate for our team:

Crabtree, Rohrbaugh & Associate's Hourly Rates

▪ Principal	\$280/hour
▪ Director	\$240/hour
▪ Senior Project Manager	\$155/hour
▪ Project Manager	\$140/hour
▪ Project Architect	\$130/hour
▪ Senior Project Manager-Interior Design	\$135/hour
▪ Construction Administration Representative	\$140/hour
▪ Project Architectural Coordinator	\$120/hour
▪ Intern Architect	\$105/hour
▪ Interior Designer	\$105/hour
▪ Administration	\$ 75/hour
▪ Architectural Staff	\$ 65/hour

FLUVANNA COUNTY BOARD OF SUPERVISORS
BCC APPOINTMENTS STAFF REPORT

TAB R

MEETING DATE:	October 17, 2018			
AGENDA TITLE:	Board, Commission, and Committee Appointments			
MOTION:	I move the Board of Supervisors approve the following Board, Commission, or Committee appointment(s):			
Board/Commission/Committee		Appointees	Begins Term	Ends Term
Fluvanna Partnership for Aging – At-large			Immediately	Dec 31, 2021
Palmyra Area Revitalization Committee (PARC)			Immediately	Jun 30, 2020
Parks and Recreation Advisory Board – Youth Representative			Oct 1, 2018	Sep 30, 2021

BCC VACANCIES AND APPLICANTS				
BCC Vacancies	Applicants	Appt	Home District	Current BCC Appointments / Other Notes
Fluvanna Partnership for Aging	Pam Bevins		Palmyra	FLDP Graduate; Fluvanna TRIAD
Palmyra Area Revitalization Committee (PARC)	Debby Deal		Cunningham	Owner of Cunningham Creek Winery
Parks & Recreation Advisory Board	Madeline Fulk		Columbia	9 th Grade at FCHS; District Council on Youth Ministry for the Charlottesville United Methodist District
DISCUSSION:	<p>FPA (At-Large) – Position vacant since January 1, 2018. This appointment will complete the vacant term.</p> <p>PARC – this appointment fills the allotted membership for PARC.</p> <p>Parks and Recreation Advisory Board (Youth Representative) – Appointment will be for the 2nd Youth Representative that has been vacant since 2017.</p>			
ENCLOSURES:	Candidate Applications			



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Madeline G. Fulk		Election <input checked="" type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) PO Box 35 Kents Store, VA 23084		Physical Address (if different)	
Years Lived in Fluvanna 14	Cell Phone – preferred? (434) 422-7883	Home Phone – preferred? (434) 996-0566	Email maddie.fulk03@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): I am currently in ninth grade at Fluvanna County High School and enrolled in the Blue Ridge Virtual Governor School.			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: I currently serve on the District Council on Youth Ministry for the Charlottesville United Methodist district.			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): I have been a life-long member of Byrd Chapel United Methodist Church and an active member of the youth group. I am also a member of the Fluvanna County High School Interact Club.			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: My great-grandfather served Fluvanna County for many years as a member of the Board of Supervisors. This is my home and, like my great-grandfather, I want to be a part of making Fluvanna County a better place to live.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Madeline G Fulk		Date 9/4/2018 20:29	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
X	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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

Office Use Only		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Pamela Bevins		Election <input type="checkbox"/> Columbia <input type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input checked="" type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 12 Seminole Trail Palmyra, Va. 22963		Physical Address (if different)	
Years Lived in Fluvanna 7	Cell Phone – preferred? 203-988-7781	Home Phone – preferred? 434-591-6622	Email pambevins@yahoo.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provides dates of education and experience.): BS education 1974 MS school psychology 1982 Taught gr. 5 in Bridgeport, Ct. 1974-1977 Taught gr. 5 in Hamden, Ct. 1986-2011			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: President Fluvanna TRIAD Sub for MOW; Lake Monticello Beautification Committee; Graduate of Fluvanna Leadership Program-class 10; steering committee for FLDP for 5 years; Volunteer for Monticello.....Thomas Jefferson Center for Historic Plants; Harvest Heritage Festivals Officer of Election; Worked on Farm Day Committee from 2012-2017; Volunteered for Historical Society for 4 years			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates): History Group 6 at Lake Monticello since 2012 Monthly book club since 2014 Worked on several Octoberfests and 4th of July events at Lake Monticello			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: I have been a member of Fluvanna TRIAD since its resurrection in 2015; vice president of TRIAD from October, 2016- 2017; and president of TRIAD since October, 2017. Since TRIAD works to benefit seniors in Fluvanna, the Fluvanna Partnership for Aging would be a perfect fit for me, and I think both organizations.			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Pamela Bevins		(Typing name below serves as digital signature) Date 9/28/2018	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
X	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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Office Use Only		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		



APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name: Ilysia Debra Deal		Election <input type="checkbox"/> Columbia <input checked="" type="checkbox"/> Cunningham <input type="checkbox"/> Fork Union District: <input type="checkbox"/> Palmyra <input type="checkbox"/> Rivanna <input type="checkbox"/> Other	
Mailing Address (including City, State, & ZIP) 3840 Branch Road Scottsville, VA 24590		Physical Address (if different)	
Years Lived in Fluvanna 6	Cell Phone – preferred? 7034077910	Home Phone – preferred? 703-407-7910	Email debbydeal@gmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION (Please provide dates of education and experience.): Experience: 2012 - present: Owner/manager of Middle Fork Farm/Cunningham Creek Winery 2000 - 2010: Assistant/Associate Professor of Education 1974 - 2000: Educator--classroom teachers, curriculum developer, professional development and curriculum consultant Education: Ph.D., Education with emphasis in Literacy and Science Education, George Mason University, 2000 M.A., Education with emphasis in Integration of Math and Science, Fresno Pacific College, 1990 California Life Credential, University of California at Irvine, 1974 B.A., Comparative Culture, University of California at Irvine, 1973			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Academic committee experience			
CIVIC ACTIVITIES AND MEMBERSHIPS (Roles with fraternal, business, church, or social groups – please provide dates):			
REASON(S) FOR WANTING TO SERVE FLUVANNA COUNTY: Excited to be part of a dynamic county and interested in the county's potential growth options			
Applicants are considered as vacancies occur and your application will be kept on file for three years. Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963 By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.			
Applicant's Signature Debby Deal		Date 10/11/2018 12:59	

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
X	Agricultural/Forestral District Advisory Committee
	Audit Committee
	Board of Equalization (BOE)
	Board of Zoning Appeals (BZA)
	Building Code of Appeals Board
	Central Virginia Regional Jail (CVRJ) Authority
	Columbia Task Force (CARE)
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Develop. & Tourism Advisory Council (EDTAC)
	Family Assessment and Planning Team (FAPT)
	Finance Board
	Fluvanna Partnership for Aging Committee
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Water Authority (JRWA)
	JAUNT Board

X	Board, Commission, Committee (cont.)
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)
X	Palmyra Area Revitalization Committee (PARC)
	Parks & Recreation Advisory Board
	Piedmont Virginia Community College (PVCC) Board
	Planning Commission
	Region Ten Community Services Board
	Rivanna River Basin Commission
	Social Services Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)
	OTHER:

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

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Office Use Only		
Application Received On:		Application Received By:
Acknowledgement Sent:		
Renewal Date:		Remarks:
Renewal Date:		
Renewal Date:		
Renewal Date:		

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

TAB S

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Louisa Regional Business Park				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		x			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Steven. M. Nichols, County Administrator				
PRESENTER(S):	Andy Wade, Louisa County Economic Development Director				
RECOMMENDATION:					
TIMING:					
DISCUSSION:	Overview of the proposed Louisa Regional Business Park				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB T

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Fluvanna Partnership for Aging 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
			x		
STAFF CONTACT(S):	Aaron Spitzer, Parks & Recreation Director				
PRESENTER(S):	Curtis Putnam, Chair, Fluvanna Partnership for Aging				
RECOMMENDATION:					
TIMING:					
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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

TAB U

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Zion Crossroads Water and Sewer System Construction Bid Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			x		
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:					
TIMING:					
DISCUSSION:	Zion Crossroads Construction Bid Results				
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
			x		

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

TAB V

MEETING DATE:	Oct 17, 2018				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Oct 3, 2018 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, October 3, 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 October 3, 2018				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
October 3, 2018
Regular Meeting 4:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair (*arrived at 4:11pm*)
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O’Brien, Rivanna District
Donald W. Weaver, Cunningham District

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 October 3, 2018.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

MOTION

Mr. Weaver to accept the Agenda, for the October 3, 2018 Regular Meeting of the Board of Supervisors.
Mrs. Eager seconded and the Agenda was adopted by a vote of 4-0. AYES: Booker, Eager, O’Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- Community and County Staff Recognitions
 - 2018 P.R.I.D.E. Recognition Recipients - \$250 Cash Awards
 - Paul Lowe -- Public Works - Category - People First - Selfless service in the community.
 - Victoria Melton – Finance - Category - People First - Special efforts supporting employees who serve in the military.
 - Sandra Parrish -- Clerk of Circuit Court’s Office - Category - People First - Special efforts to support colleagues in many departments.
 - 2018 P.R.I.D.E. in Public Service Award - \$500 Cash Award
 - Investigator Sergeant Aaron Hurd -- Sheriff’s Office Categories: People and Deliver - Recognition Investigator Sergeant Aaron Hurd for his commitment to helping victims of child abuse in Fluvanna County
- Announcements and Updates
 - October is Domestic Violence Awareness Month
 - Convenience Center safety improvement
 - Palmyra Rescue Building updates completed
 - Paint, flooring, and general maintenance
 - New EMS contractor started work on Monday, Oct 1st - Delta Response Team will work in 24 hour shifts and operate from the Palmyra Rescue Station
 - School Resource Officer (SRO) Grant Approved - ~\$42K
 - 2018 Assessments of local utility companies - Based on the adopted tax rates for RE and PP - Commissioner expects \$82,676 in additional revenue for FY19 above budgeted amount
- Upcoming Meeting

Day	Date	Time	Purpose	Location
Wed	Oct 17	7:00 PM	BOS Regular Meeting	Courtroom
Wed	Nov 7	4:00 PM	BOS Regular Meeting	Courtroom
Wed	TUESDAY Nov 20	7:00 PM	BOS Regular Meeting	Courtroom

5 - PUBLIC COMMENTS #1

At 4:09pm Vice Chair Booker opened the first round of Public Comments.
With no one wishing to speak, Vice Chair Booker closed the first round of Public Comments at 4:10pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

E911 Center Position Reclassifications—Jessica Rice, Human Resources Manager brought forward a request to reclassify the E911 Center Position Descriptions. Mrs. Rice included background on the E911 Center, including positions and organizational structure:

- The *Communications Team Lead* is a new position that was approved by the BOS on December 6, 2017. There are 4 current employees being promoted to this new position. No new full-time employees will be added.
- The *Communications Supervisor* position has been reclassified from pay band 13 to 14, owing to additional training and supervisory responsibilities. There were 2 employees in the Communications Supervisor position - One is being promoted to the new Operations Coordinator position, leaving 1 Communications Supervisor. No new full-time employees will be added.
- The *Communications Operations Coordinator* is a new position that was approved by the BOS on December 6, 2017. Based upon the level of technical and supervisory responsibility, the position has been reclassified from pay band 14 to 16. This position fulfills the role of an assistant director for the Emergency Communications Center. A current Communications Supervisor is being promoted to fill this position. No new full-time employees will be added.
- The *Director of Communications* served as the project lead for the implementation of CAD and now has permanent responsibility for maintaining that system. In addition, the Director of Communications now serves as the County's infectious disease officer for the County and is responsible for maintaining the exposure program and collaborating with area hospitals. The Director of Communications leads and manages a department of 15 staff and is heavily integrated with Law Enforcement, Fire/Rescue, and Emergency Management. This level of responsibility is greater than the other positions in the current pay band.

The E911 Center has realized approximately \$10,665 in salary savings, from the vacancy of a full time Communications Officer position since the start of the fiscal year, and has been operating under budget for part-time staff. The vacant position is expected to be filled after October 13, 2018. The E911 Center will be utilizing these salary savings to fund the position upgrades and associated promotions.

With little discussion,

MOTION

Mrs. Eager moved to approve the updated position descriptions as presented for:

- Job Class 6212, Communications Team Lead
- Job Class 6251, Communications Supervisor
- Job Class 6281, Communications Operations Coordinator

On a second from O'Brien, the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

And,

Mrs. Eager moved to approve the reclassification of the Director of Communications position from Pay Band 19E to Pay Band 20E. On a second from Mrs. Booker, the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver.

County Funding Increase for FSPCA Public Animal Shelter Services – Steve M. Nichols, County Administrator requested an increase in funding for FSPCA Public Animal Shelter Services. Mr. Nichols noted that a review of the FSPCA workload over the last several year shows that a significant majority of the organization's workload is attributable to Public Animal Shelter Services on behalf of Fluvanna County. However, county funding only covers about 50% of the overall organizational funding requirements. Noting that the FSPCA Board has been working hard to improve efficiency, accountability, and transparency, funding shortfalls still exist. Increasing supply costs and staff wage pressures combine to continue significant budget pressure on the organization. Providing additional FY19 funding (\$35,346) will help ease pressure on difficult local fundraising efforts for this non-profit organization and help provide funding to support improved staff wages in the current tight job market.

Staff also recommends strong consideration for changing from a multiyear, fixed-funding agreement to an annual budget request process as undertaken by other agencies and departments. This would more accurately reflect the current cost of operations, and provide recognition of the essential nature of the Public Animal Shelter functions that FSPCA provides.

Mr. Nichols indicated that:

- \$35,346 will come from Medical Insurance benefits funding that was overestimated in the FY19 budget by \$207K, since final medical insurance cost increase figures were not available yet in April 2018 when the Board adopted the FY19 Budget.
- The county's current agreement with FSPCA (signed in 2017) calls for an annual payment of \$154,146 for Public Animal Shelter Services. The term of the agreement is for up to 5 years.
- If this funding increase is approved, the action will become an addendum to the current FSPCA/Fluvanna County Agreement for FY19 funding.

- Any change to future years funding will be reviewed and adopted during the FY20 budget process.

Mr. Nichols introduced FSPCA Members in attendance: Gerri Russell, President, Dave Zabransky, Treasurer, Tony Borash, Board Member.

With no discussion,

MOTION

Mrs. Booker moved to approve an FY19 funding increase of \$35,346.00 for Fluvanna Society for the Prevention of Cruelty to Animals (FSPCA) to support Public Animal Shelter operations. Mr. O'Brien gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None.

ABSENT: None.

And,

Mrs. Booker moved to approve a budget transfer of \$35,346.00 from the FY19 Miscellaneous Non-Departmental Medical Insurance funds to the FY19 Sheriff's Office Contract Services Budget. Mr. O'Brien gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None.

ABSENT: None.

Change Orders 8 & 9 to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System—Cyndi Toler, Purchasing Officer requested approval of Change Orders Public Safety Emergency Communications Radio System.

Mrs. Toler broke down the Change Order components and costs:

- Change Order 8 - The County originally ordered too many mobile units and not enough portable radios. While Motorola was not responsible for returning items we ordered in error, it was negotiated that Motorola would accept their return, selling them to Louisa County; otherwise these would have stayed in county inventory as extra stock. The additional cost for the correct number of portable radios is \$32,530.64.
- Change Order 9 - Consists of several items - Flash codes to upgrade current radios to new technology. They were used for radio upgrades for legacy equipment and mutual aid radios. A total cost of \$32,758.50
- While building the communication tower at the former Columbia Elementary school, it was necessary to move the site to a slightly different location because of the quality of the ground. This resulted in additional work on footers totaling \$21,554.00
- Additional items from Clear Communication for custom installs, like on boats, motorcycles, etc. Also, no extra batteries or vehicle chargers were ordered with the original contract; they were given out at the time the system went live and there were spares - Totaling \$15,740.84
- To date the project has remaining unassigned funds of about \$76,529
- The Emergency Management Professional Services budget had funds built in to for Life Cycle replacements of radios. Because of an earlier delay in the project this will not be necessary for this year as all radios are still covered under the warranty.

We are requesting \$26,584 of those funds be moved to the project budget in order to cover the additional items being requested in Change Orders 8 & 9. All funding was already budgeted in the project budget and in Emergency Management Professional Services budget.

Following limited discussion,

MOTION

Mr. O'Brien moved the Board of Supervisors approve a supplemental appropriation of \$26,584 from the FY19 Emergency Management Professional Services budget to the CIP project budget for the Fluvanna Public Safety Emergency Communications Radio System, with the funds necessary for Change Orders #8 & 9. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O'Brien moved the Board of Supervisors approve the "Eighth Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System" with Motorola Solutions, Inc., with \$32,530.64 price increase for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

And,

Mr. O'Brien moved the Board of Supervisors approve the "Ninth Amendment and Modification to the Communications System Agreement for the Fluvanna Public Safety Emergency Communications Radio System" with Motorola Solutions, Inc., with \$70,053.34 price increase for this modification, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney. Mrs. Eager gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

8 - PRESENTATIONS

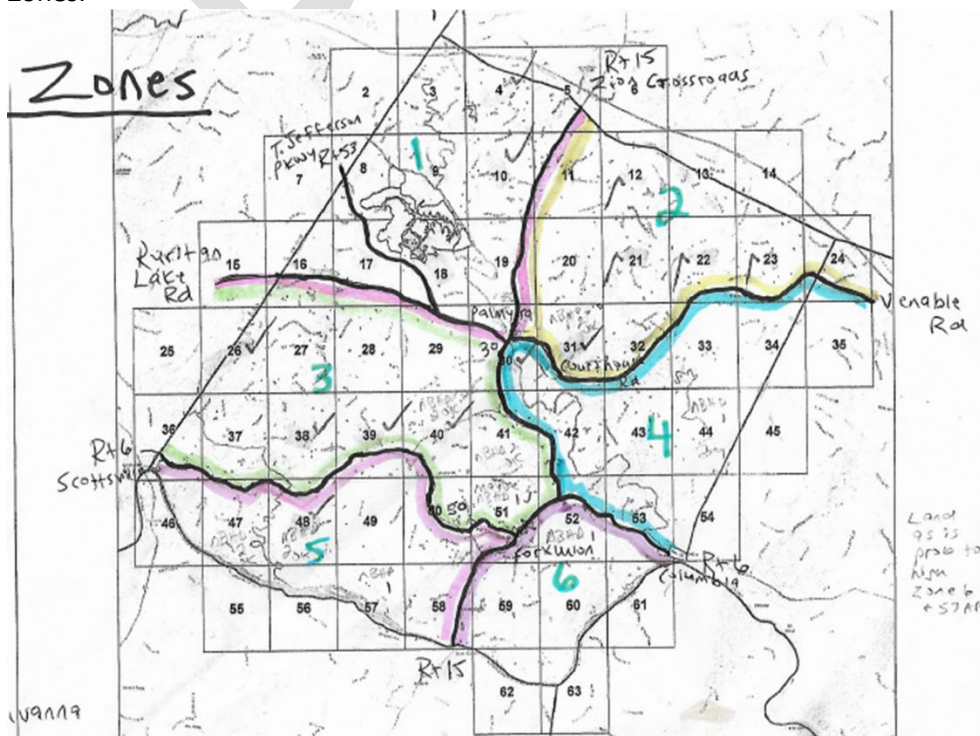
TJPD Legislative Priorities—David Blount, TJPD Legislative Liaison presented the 2018 Legislative Priorities Summary.

Among these priorities:

- State Budget and Funding Obligations
- Public Education Funding
- Local Revenue Authority
- Broadband
- Mis-Aligned Voters
- Children's Services Act
- Land Use and Growth Management

Pearson Property Appraisal Update – Randy Willis, Assessor for Pearson's Appraisal Service, Inc. provided a comprehensive update of Reassessment Activities for 2018. Mr. Andrew M. Sheridan, Commissioner of the Revenue noted that Reassessment Hearings will be held in the Morris Room of the County Administrative Building beginning October 15, 2018 through November 2, 2018.

- Reassessment Summary and Observations
 - General change in value
 - Overall change in market value for all taxable property classifications in county is 4.7% increase, including Lake Monticello.
 - Overall change in market value for all taxable property classifications excluding Lake Monticello is 5.4 % increase.
 - Lake Monticello
 - Overall change in market value is 3.4% increase.
 - Developed interior lots will increase generally increase 3 to 4%
 - Vacant interior lots will generally decrease in some cases 15 to 20%. These lots are typically not as desirable due to topography issues etc. and have not been developed for that reason.
 - Developed golf course lots will decrease generally 3 to 4%
 - Developed waterfront lots will increase generally 2 to 4%
 - Vacant waterfront lots will generally see no increase/decrease.
- Developed and Undeveloped Commercial
 - These properties will generally not increase/decrease more or less than 1% unless market data or characteristics exist to support such.
 - There has only been scattered commercial sale activity and generally not enough to indicate a trend or support changing of current values in place.
- Observations and Items of Note
 - Lake Monticello accounts for approximately 34% of the market value tax base for the count.
 - Approximately 260 sales occurred there in 2017 and approximately 145 through June of 2018.
 - Excluding Lake Monticello, there were approximately 295 sales in the county in 2017 and approximately 120 through June of 2018.
 - Approximately 80% of sales activity occurred in zones 1, 2, and 3 as illustrated with 45% of that figure occurring in zone 1. Again this excludes Lake Monticello.
 - Approximately 80% of sale activity is developed and undeveloped properties 15 acres and less.
 - Zones:



- Reassessment Notification
 - Notices are targeted to be mailed on October 3.
 - Informal appeals will begin on October 15, 2018. Will be scheduled to include meeting with the assessors or by phone conversation if more convenient for property owner. Will also accept mailed documentation. If any property owner has questions we will address.

Following the presentation, Mr. O'Brien indicated that homeowner, Mr. William Minstead, 7 Bogie Lane, was in attendance and had concerns related to the reassessment process. Mr. O'Brien petitioned the Chair for Mr. Minstead to voice his concerns while Mr. Willis is in attendance. With approval by Chair Sheridan, Mr. Minstead approached the Board with his concerns; Mr. Payne noted any further questions were more appropriately addressed during the appeal process directly with Pearson Property Appraisals during the latter half of October.

2018 County Fair Update – Aaron Spitzer, Parks and Recreation Director,

- Attendance - This year's County Fair was a success with 5,500 to 7,000 visitors over the four days
- Parks and Recreation Expenses - Total Expenses = \$14,141.31
- Parks and Recreation Revenue - Total Revenue = \$23,113.75
- Special Needs Event
 - Valley Amusements Carnival opened up rides for area youth and adults with special needs on Friday from 10am-Noon. - Approx. 40 participants that came to this event.
 - EW Thomas provided meals for the children and carnival staff.
 - Wade Parrish, the Fluvanna County Public Schools, and Parks and Recreation partnered together to provide this unique experience.
- Recognitions - 2018 Fair Board

<ul style="list-style-type: none"> • President – Wade Parrish • Vice President/Secretary – Maria Graff • Treasurer – Channing Snoddy • Marketing – Heather Hastings 	<ul style="list-style-type: none"> • Home Arts Director – Tee White • 4-H Director – Kim Mayo • County Representative – Aaron Spitzer
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- Thank you to the many, many sponsors.

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for October 3, 2018:

Minutes of September 19, 2018—Kelly Belanger Harris, Clerk to the Board

FCPS Grants Supplemental Appropriations—Brenda Gilliam, Executive Director for Instruction and Finance

MOTION

Mr. Weaver moved to approved the consent agenda, for the October 3, 2018 Board of Supervisors meeting. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

Meals Tax information flyer distribution discussion.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 5:21pm 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 5:21pm.

13 - CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

At 5:21pm, 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.6, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Investment of Funds, Litigation, and Legal Matters. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 6:41pm, 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.

14 - ADJOURN

MOTION:

At 6:42pm Mr. Weaver moved to adjourn the regular meeting of Wednesday, October 3, 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

TAB W

MEMORANDUM

Date: October 17, 2018
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for September 2018**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$873,056.88
Capital Improvements	\$99,914.06
Debt Service	\$855,793.77
Sewer	\$2,804.17
Fork Union Sanitary District	\$5,349.41
Zion Crossroads Water & Sewer	\$30,340.50
TOTAL AP EXPENDITURES	\$1,867,258.79
Payroll	\$830,035.34
TOTAL	\$2,697,294.13

MOTION

I move the Accounts Payable and Payroll be ratified for **September 2018** in the amount of **\$2,697,294.13**

Encl:
AP Report

**County of Fluvanna
Accounts Payable List**

**From Date: 9/1/2018
To Date: 9/30/2018**



Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
GENERAL FUND						
FLUVANNA COUNTY	SHERIFF'S FEE PAY TO C/W	DRUG FORFEITURE FUNDS RECEIVED	92618	9/26/2018	9/27/2018	596.74
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 082418	000000063900	8/23/2018	9/5/2018	173.24
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 081018	000000063338	8/9/2018	9/5/2018	173.28
VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 081018	000000063339	8/9/2018	9/5/2018	475.43
VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 082418	000000063901	8/23/2018	9/5/2018	907.59
Total:						\$2,326.28
CHARGES FOR SERVICES						
EMS MANAGEMENT & CONSULTANTS,	EMS COST RECOVERY	MGMT FEE/NPP LETTERS	034022	8/31/2018	9/14/2018	(\$838.21)
KYLE NEALE	RECREATION PROGRAM	REFUND FOR LLAMA TREKS AND INRO TO	091418	9/14/2018	9/27/2018	136.00
Total:						(\$702.21)
BOARD OF SUPERVISORS						
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	40.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	450.00
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	5.08
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	22.25
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	23.44
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	SPECIAL SUPP	04162544	8/8/2018	9/14/2018	15.66
CAROLINE COUNTY TREASURER	PROFESSIONAL SERVICES	LEGAL FEES - AQUA VIRGINIA HEARING	PUR-2017-00082	8/20/2018	9/7/2018	5,000.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	1.00
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	141.33
Total:						\$5,698.76
COUNTY ADMINISTRATOR						
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	225.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083118	8/31/2018	9/19/2018	30.00
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	56.55
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	57.40
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	17.01
CONTAINER RENTALS, LLC.	CONTRACT SERVICES	CONTAINER PICKUP	227535	8/4/2018	9/21/2018	500.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	8.27
PITNEY BOWES	LEASE/RENT	LEASING CHARGES	3306946836	8/1/2018	9/14/2018	595.68



STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	121.56
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	4.71
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MINOLTA STAPLER FINISHER	23276878	7/31/2018	9/21/2018	47.59
VIRGINIA MUNICIPAL CLERKS	DUES OR ASSOCIATION	VMCA - ANNUAL MEMBERSHIP	091318	9/13/2018	9/14/2018	35.00
					Total:	\$1,748.77
COUNTY ATTORNEY						
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	132056	9/7/2018	9/27/2018	10,000.00
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	132056	9/7/2018	9/27/2018	3,366.00
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL-	LEGAL FEES	132056	9/7/2018	9/27/2018	584.50
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	LEGAL FEES	132056	9/7/2018	9/27/2018	339.50
					Total:	\$14,290.00
COMMISSIONER OF THE REVENUE						
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	275.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	350.00
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	10.10
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	35.37
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	6.32
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	8.66
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	160.46
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	234.86
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	48.20
LAUREN SHERIDAN	FURNITURE & FIXTURES	OFFICE DECOR	091418	9/14/2018	9/21/2018	164.73
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 9/1/18-9/15/18	SQLCD-444661	9/17/2018	9/19/2018	47.32
MILLER'S SUPPLIES AT WORK	FURNITURE & FIXTURES	BOOKCASE	IN-0833507	9/3/2018	9/21/2018	1,055.00
PITNEY BOWES	LEASE/RENT	LEASING CHARGES	3307010450	9/1/2018	9/14/2018	458.88
PRICE DIGEST	PROFESSIONAL SERVICES	MARINE BLUE BOOK ONLINE	69457949	8/21/2018	9/14/2018	229.95
RECTOR & VISITORS OF THE	DUES OR ASSOCIATION	CERTIFICATION FEE	091918	8/28/2018	9/21/2018	75.00
STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET MEMBERSHIP FEE	9101	8/31/2018	9/21/2018	300.00
THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3432465-0	9/11/2018	9/21/2018	93.62
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	17.82
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
					Total:	\$3,621.29

From Date: 9/1/2018
To Date: 9/30/2018

TREASURER						
BMS DIRECT	POSTAL SERVICES	REAL ESTATE 2ND HALF 2018	128476P	9/19/2018	9/21/2018	3,052.80
BMS DIRECT	POSTAL SERVICES	PERSONAL PROPERTY 2ND HALF BILLING	129434P	9/19/2018	9/21/2018	6,699.20
CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	CUSTOM STAMPS	672904	8/30/2018	9/7/2018	175.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	5.71
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MINOLTA BIZHUB 363 COPIER	23271454	8/30/2018	9/21/2018	131.38
VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	ACCT#546001282025	090418	9/4/2018	9/14/2018	3,875.00
					Total:	\$13,989.09
INFORMATION TECHNOLOGY						
B&H PHOTO-VIDEO	ADP SUPPLIES	APC BACKUP	146583081	8/27/2018	9/7/2018	322.32
B&H PHOTO-VIDEO	EDP EQUIPMENT	16 PORT GIGABIT SWITCH	147140951	9/9/2018	9/14/2018	270.86
B&H PHOTO-VIDEO	EDP EQUIPMENT	SWITCHES	147178916	9/12/2018	9/21/2018	412.27
B&H PHOTO-VIDEO	EDP EQUIPMENT	SWITCH	147219575	9/12/2018	9/21/2018	524.32
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	2.86
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	7.50
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	8.25
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	25.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	299.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083118	8/31/2018	9/19/2018	772.23
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	(\$20.99)
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	20.99
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	39.98
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	44.12
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	60.99
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	63.54
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	192.61
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	719.90
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	199.00
BANK OF AMERICA	EDP EQUIPMENT	P-CARD	083118	8/31/2018	9/19/2018	273.64
ER COMMUNICATIONS LLC	PROFESSIONAL SERVICES	CISCO SET UP/LINE TO DISTRICT CT	1229	8/16/2018	9/14/2018	190.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	2,138.39
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	140.01
					Total:	\$6,706.79

County of Fluvanna Accounts Payable List

From Date: 9/1/2018
To Date: 9/30/2018



FINANCE

BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	7.50
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	15.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	20.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083118	8/31/2018	9/19/2018	45.00
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	293.98
EMS MANAGEMENT & CONSULTANTS,	CONTRACT SERVICES	MGMT FEE/NPP LETTERS	034022	8/31/2018	9/14/2018	2,465.74
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	164.79
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	1,035.42
UPS	POSTAL SERVICES	NEXT DAY COMMERCIAL LETTER	0000Y7646Y348	8/25/2018	9/14/2018	6.96
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	8.83
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
VIRGINIA CORRECTIONAL	PRINTING AND BINDING	BUSINESS CARDS	9543432	9/11/2018	9/21/2018	30.00
Total:						\$4,143.22

REGISTRAR/ELECTORAL BOARD

AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COPIER	082861	8/29/2018	9/7/2018	754.96
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	18.90
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	512.96
BEST BUY BUSINESS ADVANTAGE	MACHINERY AND	EPSON DS-530 DOCUMENT SCAN	3392323	9/7/2018	9/21/2018	329.99
ELECTION SERVICES ONLINE	CONTRACT SERVICES	HARDWARE WARRENTY / FIRMWARE OVO	1717	9/3/2018	9/14/2018	4,870.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	7.61
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
Total:						\$6,544.42

HUMAN RESOURCES

CUNNINGHAM CREEK WINERY	EMPLOYEE RECOGNITION	EMPLOYEE DINNER	92718	9/25/2018	9/27/2018	75.00
FLUVANNA REVIEW	RECRUITMENT	FACILITIES ASSISTANT AD 1/8 PAGE	2018F35-11	8/30/2018	9/14/2018	63.00
MARIE JONES	EMPLOYEE RECOGNITION	EMPLOYEE RECOGNITION DINNER	92618	9/26/2018	9/27/2018	1,840.00
PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	BENSELECT ENROLLMENT SYSTEM	27 FLUVANN	9/1/2018	9/14/2018	1,348.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA BISHUB 25 - CD4360902450	23235045	8/24/2018	9/14/2018	44.80
Total:						\$3,370.80

GENERAL DISTRICT COURT

CENTURYLINK	TELECOMMUNICATIONS	PHONE	36409	8/16/2018	9/7/2018	234.13
PITNEY BOWES	MAINTENANCE CONTRACTS	LEASING CHARGES	3306942714	9/1/2018	9/27/2018	170.76

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VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	21.96
VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	KONICA MINOLTA 284e A61G01100529 1	23242175	8/27/2018	9/14/2018	161.51
Total:						\$588.36
COURT SERVICE UNIT						
DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE REIMBURESMENT FOR AUGUST	081819	9/6/2018	9/14/2018	159.43
DONNA L. COLE	MILEAGE ALLOWANCES	MILEAGE REIMBURSEMENT FOR AUGUST	090618	9/6/2018	9/14/2018	33.17
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	17.16
Total:						\$209.76
CLERK OF THE CIRCUIT COURT						
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	(\$8.80)
LOGAN SYSTEMS, INC.	PRINTING AND BINDING	COMPUTER INDEXING PAPER	51482	9/15/2018	9/21/2018	84.90
LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	PROFESSIONAL SERVICES	51481	9/15/2018	9/21/2018	2,541.67
THE SUPPLY ROOM	OFFICE SUPPLIES	TSR EQUIPMENT RENTAL MAY 2018	3437263-0	9/13/2018	9/27/2018	19.98
THE SUPPLY ROOM	OFFICE SUPPLIES	TSR EQUIPMENT RENTAL JUNE 2018	3437276-0	9/13/2018	9/27/2018	19.98
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	12.09
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PO# 20140045-00 MINOLTA BIZHUB	23354534	9/13/2018	9/27/2018	212.38
Total:						\$2,882.20
CIRCUIT COURT JUDGE						
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	8.46
PALMYRA PRESS, INC.	OFFICE SUPPLIES	COURT SUMMONS NOTICES	3380	9/20/2018	9/21/2018	236.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	0.12
Total:						\$244.58
COMMONWEALTH ATTY						
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	9.49
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	10.67
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	12.46
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	20.17
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	20.78
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	44.80
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	95.90
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	1,062.78
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	1,115.43

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JEFF HAISLIP	MILEAGE ALLOWANCES	MILEAGE REIMBURSEMENT	092618	9/26/2018	9/27/2018	60.60
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	BOOKS	0441862X	8/24/2018	9/7/2018	127.43
MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	VA CRM LAW CS FND 2018 SUPP	04865391	9/18/2018	9/27/2018	184.10
MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	LEXIS NEXIS AUGUST 2018	3091638128	8/31/2018	9/7/2018	136.00
NWS COMPANY LLC	BOOKS/PUBLICATIONS	SUBSCRIPTION	1907265-B1	8/29/2018	9/14/2018	389.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	METER RENTAL	994-8667 091618	9/16/2018	9/27/2018	63.15
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	207.75
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	12.41
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
Total:						\$3,622.92

SHERIFF

ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306824765371	9/4/2018	9/21/2018	9.56
ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306824852220	9/5/2018	9/21/2018	9.56
ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306824852244	9/4/2018	9/21/2018	9.56
ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE PAD/BRAKE ROTE	7306824852207	9/5/2018	9/21/2018	98.38
AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING	UNIFORMS	00052035	8/29/2018	9/21/2018	163.79
AMERICAN UNIFORM SALES, INC	UNIFORM/WEARING	UNIFORMS	00052036	8/29/2018	9/21/2018	734.19
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	200.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083118	8/31/2018	9/19/2018	45.00
BANK OF AMERICA	INVESTIGATIVE SERVICES	P-CARD	083118	8/31/2018	9/19/2018	25.00
BANK OF AMERICA	INVESTIGATIVE SERVICES	P-CARD	083118	8/31/2018	9/19/2018	1,099.00
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	39.52
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	190.00
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	500.00
BANK OF AMERICA	POLICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	19.99
BANK OF AMERICA	POLICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	39.74
BANK OF AMERICA	POLICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	87.74
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	(\$111.28)
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	28.96
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	30.60
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	36.00
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	38.80
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	40.12
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	55.15
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	188.68

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BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	222.56
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	090518	9/5/2018	9/21/2018	51.75
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTANENCE	083118	8/31/2018	9/21/2018	96.00
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	090518A	9/5/2018	9/21/2018	96.00
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	BALANCE/DISPOSAL	091318	9/13/2018	9/21/2018	96.00
CENTURYLINK	TELECOMMUNICATIONS	SHERIFF	309903768 090718	9/7/2018	9/21/2018	154.65
GALLS, LLC.	UNIFORM/WEARING	UNIFORM	010711644	9/7/2018	9/21/2018	112.74
GALLS, LLC.	UNIFORM/WEARING	UNIFORM	010711426	9/7/2018	9/21/2018	222.92
GALLS, LLC.	UNIFORM/WEARING	UNIFORM	010734738	9/11/2018	9/21/2018	253.30
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	6,706.32
JPATS/USMS	EXTRADITION OF	PRISONER TRANSPORT	11102	9/1/2018	9/27/2018	2,166.00
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 8/16/18-8/31/18	SQLCD-439242	9/4/2018	9/19/2018	88.59
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 9/1/18-9/15/18	SQLCD-444661	9/17/2018	9/19/2018	284.32
PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	74943	9/5/2018	9/21/2018	14.00
PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	74886	8/31/2018	9/21/2018	16.00
PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	VA STATE INSPECTION	75204	9/20/2018	9/27/2018	16.00
PITNEY BOWES GLOBAL	LEASE/RENT	LEASED EQUIPMENT	3306992640	9/1/2018	9/21/2018	192.00
PITNEY BOWES INC	OFFICE SUPPLIES	BASIC CLEANING KIT	1009133334	8/27/2018	9/21/2018	29.99
PITNEY BOWES INC	OFFICE SUPPLIES	RED INK CARTRIDGE	1009133333	8/27/2018	9/21/2018	125.46
PROJECT LIFESAVER INC	OFFICE SUPPLIES	6 BANDS 1/2" VINYL	18-14930-93	9/10/2018	9/21/2018	1.33
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	10019296	9/5/2018	9/21/2018	14.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	10019297	9/6/2018	9/21/2018	14.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	10019293	9/4/2018	9/21/2018	16.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/INSPECTION	10019291	8/29/2018	9/21/2018	30.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/INSPECTION	10019292	8/29/2018	9/21/2018	30.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION/FRONT SENSOR	10019294	9/4/2018	9/21/2018	40.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	BRAKES & ROTORS	10019295	9/5/2018	9/21/2018	60.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOWING	10019298	9/14/2018	9/27/2018	150.00
SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES	313771602-004	8/26/2018	9/21/2018	1,016.61
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	141.67
TREASURER OF VIRGINIA	PROFESSIONAL SERVICES	MEDICAL EXAMINER	092418	9/7/2018	9/27/2018	20.00
UMANSKY COC LLC	VEHICLES REP & MAINT	SENSOR	13900	8/29/2018	9/21/2018	23.32
UMANSKY COC LLC	VEHICLES REP & MAINT	CAR REPAIR	110067	8/14/2018	9/21/2018	129.99
UPS	POSTAL SERVICES	PACKAGE	0000Y9X292368	9/8/2018	9/21/2018	14.81
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	228.47
VERIZON WIRELESS	PROFESSIONAL SERVICES	LAST 4 MDN=2996	180213535	9/4/2018	9/21/2018	50.00

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VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA 364e A61F011002125	23289205	9/3/2018	9/21/2018	77.72
VIRGINIA SHERIFF'S ASSOCIATION	DUES OR ASSOCIATION	SHERIFF/STAFF DUES	091818	9/18/2018	9/21/2018	1,710.00
VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	GT Z PURSUIT FIREHAWK BW 98W	397453	9/13/2018	9/21/2018	446.80
WELLS FARGO VENDOR FIN SERV	MAINTENANCE CONTRACTS	90136769517	68765159	9/9/2018	9/21/2018	289.00
WEST RIVER AUTO	VEHICLES REP & MAINT	STATE INSPECTION/PARTS	35477	9/17/2018	9/27/2018	37.67
Total:						\$19,064.05
E911						
BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	109.73
BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083118	8/31/2018	9/19/2018	20.00
BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083118	8/31/2018	9/19/2018	25.00
BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083118	8/31/2018	9/19/2018	204.00
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	149.98
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	12.42
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	18.99
CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 081918	8/19/2018	9/21/2018	144.21
NWG SOLUTIONS, LLC.	IT SERVICES	MANAGED SERVICES	45066	8/31/2018	9/21/2018	1,275.00
NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO MONTHLY SERVICE/SUPPORT	45069	8/31/2018	9/21/2018	1,103.70
SPRINT	TELECOMMUNICATIONS	MONTHLY CHARGES	313771602-004	8/26/2018	9/21/2018	218.76
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	56.20
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	228.47
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA 364e A61F011002125	23289205	9/3/2018	9/21/2018	77.73
Total:						\$3,644.19
FIRE AND RESCUE SQUAD						
BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	083118	8/31/2018	9/19/2018	1,108.00
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	686.84
Total:						\$1,794.84
CORRECTION AND DETENTION						
CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	OPERATIONAL COSTS, FY18/19, 2ND	100118F	10/1/2018	9/27/2018	310,587.25
Total:						\$310,587.25
BUILDING INSPECTIONS						
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	23.14
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	31.54

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BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	34.20
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	31.38
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	60.28
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	71.59
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 9/1/18-9/15/18	SQLCD-444661	9/17/2018	9/19/2018	33.01
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	12.60
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	0.20
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	140.01
WINDOWARE, INC.	CONTRACT SERVICES	PERMIT EXPORT	2018-419	8/7/2018	9/21/2018	500.00
Total:						\$937.95

EMERGENCY MANAGEMENT

BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	65.70
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	69.17
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	70.76
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	63.44
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 8/16/18-8/31/18	SQLCD-439242	9/4/2018	9/19/2018	79.61
RECTOR & VISITORS OF THE	CONTRACT SERVICES	EMS COVERAGE AUGUST 1 - AUGUST 31,	UVAMTN091018	9/10/2018	9/21/2018	47,336.71
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	50.00
Total:						\$47,735.39

FACILITIES

ALBEMARLE LOCK & SAFE, INC.	BLDGS EQUIP REP & MAINT	KEYS	76842	8/30/2018	9/7/2018	24.90
AMERICAN BOILER INSPECTION	CONTRACT SERVICES	BOILER INSPECTION	653101	9/6/2018	9/21/2018	450.00
BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	34.70
BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	420.17
BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	525.28
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083118	8/31/2018	9/19/2018	31.80
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083118	8/31/2018	9/19/2018	89.99
BANK OF AMERICA	LAUNDRY AND DRY	P-CARD	083118	8/31/2018	9/19/2018	43.35
BANK OF AMERICA	LAUNDRY AND DRY	P-CARD	083118	8/31/2018	9/19/2018	104.95
BANK OF AMERICA	LAUNDRY AND DRY	P-CARD	083118	8/31/2018	9/19/2018	650.69
BANK OF AMERICA	LAUNDRY AND DRY	P-CARD	083118	8/31/2018	9/19/2018	983.60
BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	083118	8/31/2018	9/19/2018	19.17
BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	083118	8/31/2018	9/19/2018	217.28
BARRETT TREE SERVICE, INC.	BLDGS EQUIP REP & MAINT	TREE CLEARING	083118	8/31/2018	9/7/2018	2,200.00

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BETTER LIVING, INC.	BLDGS EQUIP REP & MAINT	DOOR	798295001/7989000	8/31/2018	9/14/2018	824.29
BFPE INTERNATIONAL	BLDGS EQUIP REP & MAINT	BATTERY/LIBRARY SMOKE DETECTOR	2252284	8/31/2018	9/14/2018	722.00
BROWN MOTOR PARTS, INC.	GENERAL MATERIALS AND	CAR PARTS	494,499,538,784,88	8/31/2018	9/14/2018	151.10
BROWN MOTOR PARTS, INC.	VEHICLES REP & MAINT	CAR PARTS	494,499,538,784,88	8/31/2018	9/14/2018	78.98
CAPITAL TRISTATE	GENERAL MATERIALS AND	LIGHTS	S033769593.001	8/14/2018	9/7/2018	81.64
CII SERVICE	BLDGS EQUIP REP & MAINT	BACKFLOW REPAIRS	43721	8/28/2018	9/7/2018	319.55
CII SERVICE	BLDGS EQUIP REP & MAINT	FLUVANNA LIBRARY HP#7 REPAIRS	4243	8/31/2018	9/14/2018	1,051.33
CII SERVICE	BLDGS EQUIP REP & MAINT	SOCIAL SERVICES HP #3 REPAIRS	43803	8/31/2018	9/27/2018	1,089.20
CII SERVICE	BLDGS EQUIP REP & MAINT	SOCIAL SERVICES HP#1 1ST FLOOR	43815	8/31/2018	9/27/2018	1,159.30
CINTAS	LAUNDRY AND DRY	UNIFORMS	394241720	8/30/2018	9/7/2018	112.85
CINTAS	LAUNDRY AND DRY	UNIFORMS	394243663	9/6/2018	9/14/2018	112.85
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394245553	9/13/2018	9/21/2018	112.21
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394247434	9/20/2018	9/27/2018	112.21
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	LINERS	69799	9/4/2018	9/7/2018	425.00
DODSON GLASS & MIRROR INC	BLDGS EQUIP REP & MAINT	METAL DOORS	JP064765	8/14/2018	9/7/2018	7,185.42
E.W. THOMAS	GENERAL MATERIALS AND	ICE, SUPPLIES	090618	8/31/2018	9/7/2018	31.18
E.W. THOMAS	GENERAL MATERIALS AND	ICE	090618B	8/31/2018	9/7/2018	38.24
E.W. THOMAS	JANITORIAL SUPPLIES	ICE, SUPPLIES	090618	8/31/2018	9/7/2018	7.49
E.W. THOMAS	JANITORIAL SUPPLIES	ICE	090618B	8/31/2018	9/7/2018	11.98
FLUVANNA ACE HARDWARE	BLDGS EQUIP REP & MAINT	SUPPLIES	083118	8/31/2018	9/14/2018	326.45
FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	083118	8/31/2018	9/14/2018	150.42
GARY OSTEEEN PLUMBING	BLDGS EQUIP REP & MAINT	PLUMBING REPAIRS	091818	9/18/2018	9/27/2018	1,200.00
J&A PAINTING	BLDGS EQUIP REP & MAINT	COMMONWEALTH ATTORNEY BASEMENT	091319	9/13/2018	9/21/2018	2,950.00
J&A PAINTING	BLDGS EQUIP REP & MAINT	PUBLIC WORKS OFFICE	091818	9/18/2018	9/27/2018	2,477.13
J&A PAINTING	BLDGS EQUIP REP & MAINT	RESCUE SQUAD BUILDING	092018	9/20/2018	9/27/2018	4,990.00
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	2,052.59
JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	CAR PARTS	083118	8/31/2018	9/14/2018	33.98
JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	CAR PARTS	083118	8/31/2018	9/14/2018	188.10
JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	CAR PARTS	083118	8/31/2018	9/14/2018	1,422.79
KOREN DIVERSIFIED HOLDINGS LLC	GENERAL MATERIALS AND	SUPPLIES	67624	9/12/2018	9/14/2018	240.46
KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	REPAIR HARDWARE	65521	8/15/2018	9/7/2018	627.57
KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	MOWER REPAIR	67619	9/12/2018	9/14/2018	172.50
KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	PARTS	67446	9/10/2018	9/21/2018	48.70
KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	PARTS	67915	9/17/2018	9/21/2018	204.98
LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	082518	8/25/2018	9/14/2018	275.59
LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082518	8/25/2018	9/14/2018	1,999.61

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LOWE'S	JANITORIAL SUPPLIES	SUPPLIES	082518	8/25/2018	9/14/2018	36.95
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 8/16/18-8/31/18	SQLCD-439242	9/4/2018	9/19/2018	56.47
MJC DESIGNS, LLC.	BLDGS EQUIP REP & MAINT	AWNING	2920	8/30/2018	9/7/2018	1,191.20
RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	SPCA BUILDING	8005	9/6/2018	9/14/2018	160.00
RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	ELECTRICAL SVCS	8006	9/6/2018	9/14/2018	724.00
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	149.99
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	5.97
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	630.19
W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	TEMP HUMIDY METER	9894741124	9/4/2018	9/7/2018	57.25
W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	SUPPLIES	9901751777	9/11/2018	9/14/2018	114.97
W.W. GRAINGER INC	BLDGS EQUIP REP & MAINT	SUPPLIES	9902106500	9/11/2018	9/14/2018	648.39
Total:						\$42,558.95

GENERAL SERVICES

ABC EXTINGUISHERS, LLC.	MAINTENANCE CONTRACTS	EXTINGUISHER MAINTENANCE	20180934	8/30/2018	9/7/2018	720.97
AQUA VIRGINIA, INC.	WATER SERVICES	213 MAIN ST	7970740556855	9/6/2018	9/14/2018	20.61
AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST	15301850550900	9/6/2018	9/14/2018	23.60
AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929310552932	9/6/2018	9/14/2018	25.10
AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST NORTH G	792930052931	9/6/2018	9/14/2018	36.32
AQUA VIRGINIA, INC.	WATER SERVICES	132 MAIN ST	7800100540828	9/6/2018	9/14/2018	87.74
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2253215	9/10/2018	9/21/2018	390.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	2253216	9/10/2018	9/21/2018	390.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	00609	8/20/2018	9/7/2018	31.55
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	00809	8/20/2018	9/7/2018	44.73
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	01109	8/20/2018	9/7/2018	46.58
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	00209	8/20/2018	9/7/2018	175.04
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	01009	8/20/2018	9/7/2018	182.69
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	00409	8/20/2018	9/7/2018	344.88
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	ELECTRIC	00909	8/20/2018	9/7/2018	411.12
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE RD	275907-002 083118	9/4/2018	9/14/2018	548.92
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD	275906-001 083118	8/31/2018	9/14/2018	1,480.88
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 083118	8/31/2018	9/14/2018	2,203.51
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFFERSON PKWY	85473-003 091718	9/17/2018	9/27/2018	40.81
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	85473-005 091718	9/17/2018	9/27/2018	224.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINIGTON RD	85473-006 091718	9/17/2018	9/27/2018	228.52
CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFFERSON PKWY	85473-001 091718	9/17/2018	9/27/2018	66.29

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CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE	A414374	8/27/2018	9/7/2018	50.00
CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	43823	9/13/2018	9/27/2018	3,756.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	66309	8/28/2018	9/7/2018	237.77
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 082818	8/28/2018	9/14/2018	7.73
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14591 JAMES MADISON HWY	569906132 082818	8/28/2018	9/14/2018	8.36
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 082818	8/28/2018	9/14/2018	11.42
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 082818	8/28/2018	9/14/2018	12.26
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MADISON HWY	7048771633 082818	8/28/2018	9/14/2018	49.94
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MADISON HWY	0274195007 082818	8/28/2018	9/14/2018	81.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MADISON HWY	0692200942 082818	8/28/2018	9/14/2018	97.84
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 082818	8/28/2018	9/14/2018	150.96
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	1038 BREMO RD	6260822157 082818	8/28/2018	9/14/2018	183.27
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 082818	8/28/2018	9/14/2018	191.90
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 082818	8/28/2018	9/14/2018	276.84
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MADISON HWY	2554330007 082818	8/28/2018	9/14/2018	719.36
DOMINION VIRGINIA POWER	STREET LIGHTS	ELECTRIC	34909	8/27/2018	9/7/2018	207.87
DOMINION VIRGINIA POWER	STREET LIGHTS	ELECTRIC	92709	8/27/2018	9/7/2018	485.41
DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE POST OFFICE	7080078962 082818	8/28/2018	9/14/2018	63.65
DOMINION VIRGINIA POWER	STREET LIGHTS	JAMES MADISON HWY	9609027314 082818	8/28/2018	9/14/2018	74.81
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	983998	8/1/2018	9/7/2018	152.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PEST CONTROL	1008347, 1004745	8/1/2018	9/7/2018	270.00
REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000660766	8/31/2018	9/14/2018	1,769.71
SHRED-IT USA LLC	LEASE/RENT	SHREDDING	8125554140	9/7/2018	9/14/2018	150.00
THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	22.00 PROPANE 1224 SALEM CHURCH ROAD	4735014	9/18/2018	9/27/2018	48.07
THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	29.10 PROPANE 14591 JAMES MADISON	4735081	9/12/2018	9/27/2018	60.40
TIGER FUEL COMPANY	HEATING SERVICES	FUEL	731874	9/6/2018	9/14/2018	758.99
TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	765516	9/17/2018	9/21/2018	775.71
TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	38652	9/20/2018	9/27/2018	12.30
TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	38661	9/20/2018	9/27/2018	13.83
TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	38649	9/20/2018	9/27/2018	15.36
TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	38650	9/20/2018	9/27/2018	17.65
TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	38660	9/20/2018	9/27/2018	17.65
TREASURER, FLUVANNA CO	SEWER SERVICES	1730 THOMAS JEFFERSON PKWY	38670	9/20/2018	9/27/2018	21.48
TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	38643	9/20/2018	9/27/2018	27.60
TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	38642	9/20/2018	9/27/2018	37.54
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON HWY	38833	9/20/2018	9/27/2018	21.00

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TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MADISON HWY	38958	9/20/2018	9/27/2018	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON HWY	39009	9/20/2018	9/27/2018	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON HWY	39010	9/20/2018	9/27/2018	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MADISON	39011	9/20/2018	9/27/2018	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON HWY	38834	9/20/2018	9/27/2018	61.70
VERTIV SERVICES INC	MAINTENANCE CONTRACTS	PREVENTATIVE MAINTENANCE	57610159	8/30/2018	9/7/2018	10,457.86
Total:						\$29,163.55
PUBLIC WORKS						
BANK OF AMERICA	VEHICLE	P-CARD	083118	8/31/2018	9/19/2018	4.00
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	100.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	HP DESIGN JET T730 PO# 20160028-00	23261022	8/28/2018	9/14/2018	93.04
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MINOLTA BIZHUB C362 COPIER	23276879	8/31/2018	9/21/2018	267.64
Total:						\$464.68
CONVENIENCE CENTER						
BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000006180	8/31/2018	9/14/2018	5,365.57
CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	DISPOSAL	082718	8/27/2018	9/7/2018	20.00
DEPARTMENT OF ENVIROMENTAL	PERMITS AND FEES	SOLID WASTE	904828	9/1/2018	9/7/2018	1,122.00
FAIRBANKS SCALES, INC.	BLDGS EQUIP REP & MAINT	DISPLAYS	1409967	8/30/2018	9/7/2018	3,063.50
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	182.69
KOREN DIVERSIFIED HOLDINGS LLC	VEHICLE/POWER EQUIP	REPAIR HARDWARE	65521	8/15/2018	9/7/2018	72.80
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	90.16
Total:						\$9,916.72
PUBLIC UTILITIES						
BANK OF AMERICA	OUTSIDE ANALYTICAL	P-CARD	083118	8/31/2018	9/19/2018	60.75
BANK OF AMERICA	PERMITS AND FEES	P-CARD	083118	8/31/2018	9/19/2018	100.00
BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	(\$7.70)
BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083118	8/31/2018	9/19/2018	59.16
CENTURYLINK	TELECOMMUNICATIONS	PHONE	74409	8/19/2018	9/7/2018	47.47
CENTURYLINK	TELECOMMUNICATIONS	PHONE	29009	8/19/2018	9/7/2018	66.81
CINTAS	LAUNDRY AND DRY	UNIFORMS	394241718	8/30/2018	9/7/2018	39.62
CINTAS	LAUNDRY AND DRY	UNIFORMS	394243661	9/6/2018	9/14/2018	39.62
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394245550	9/13/2018	9/21/2018	39.62
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394247432	9/20/2018	9/27/2018	39.62

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DEPARTMENT OF ENVIROMENTAL	PERMITS AND FEES	WATER	714351	9/1/2018	9/7/2018	2,214.00
DEPARTMENT OF ENVIROMENTAL	PERMITS AND FEES	WATER	714822	9/1/2018	9/7/2018	2,214.00
E.W. THOMAS	CHEMICAL SUPPLIES	ICE, SUPPLIES	090618	8/31/2018	9/7/2018	31.65
FLUVANNA REVIEW	PERMITS AND FEES	PUBLIC NOTICE AD	2018F34-32	8/30/2018	9/7/2018	175.83
FLUVANNA REVIEW	PERMITS AND FEES	PUBLIC NOTICE AD	2018F35-33	8/30/2018	9/7/2018	175.83
INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	WASTEWATER MONITORING	65553	9/18/2018	9/27/2018	400.00
INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	WASTEWATER MONITORING	65557	9/18/2018	9/27/2018	547.00
INBODEN ENVIRONMENTAL	OUTSIDE ANALYTICAL	WASTEWATER MONITORING	65556	9/18/2018	9/27/2018	577.00
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	581.04
LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082518	8/25/2018	9/14/2018	75.96
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 9/1/18-9/15/18	SQLCD-444661	9/17/2018	9/19/2018	33.50
MANSFIELD OIL COMPANY OF	VEHICLE FUEL	MANSFIELD FUELS INVOICE 8/16/18-8/31/18	SQLCD-439242	9/4/2018	9/19/2018	34.87
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	209.03
USABLUBOOK	BLDGS EQUIP REP & MAINT	SUPPLIES	667931	8/28/2018	9/14/2018	852.83
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	334.53
Total:						\$8,942.04
JAMES RIVER WATER AUTHORITY						
JAMES RIVER WATER AUTHORITY	JRWA DEBT PAYMENT	FY19 PRINICIPLE & INTEREST PAYMENT	JRWAF100118	9/24/2018	9/27/2018	149,977.95
Total:						\$149,977.95
HEALTH						
THOMAS JEFFERSON HEALTH	CONTRACT SERVICES	FY19 2ND QTR ALLOCATION	090718	9/7/2018	9/27/2018	69,471.00
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	10.09
Total:						\$69,481.09
CSA						
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	25.00
BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083118	8/31/2018	9/19/2018	10.90
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	99.32
THE SUPPLY ROOM	OFFICE SUPPLIES	OFFICE SUPPLIES	3416475-0	8/27/2018	9/14/2018	32.85
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PO# 20140007-00 MINOLTA BIZHUB	23368607	9/18/2018	9/27/2018	51.53
Total:						\$219.60
CSA PURCHASE OF SERVICES						
A. JAMES ANDERSON, P.H.D	COMM SVCS		P07919573038	7/31/2018	9/7/2018	1,350.00

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	COMM SVCS	P07919567160	7/31/2018	9/14/2018	426.25
	COMM SVCS	P08919567157	8/31/2018	9/14/2018	440.00
	COMM SVCS	P07919566861	7/31/2018	9/14/2018	508.75
	COMM SVCS	P08919566858	8/31/2018	9/14/2018	550.00
BELIEVE IN ME YOUTH & FAMILY	COMM SVCS	P07000918139	7/31/2018	9/7/2018	900.00
BELIEVE IN ME YOUTH & FAMILY	COMM SVCS	P08000918135	8/31/2018	9/7/2018	900.00
BELIEVE IN ME YOUTH & FAMILY	COMM SVCS	P08919706536	8/31/2018	9/7/2018	1,125.00
BELIEVE IN ME YOUTH & FAMILY	FF4E-COMM SVCS	P08919722142	8/31/2018	9/7/2018	315.00
BELIEVE IN ME YOUTH & FAMILY	FF4E-COMM SVCS	P08919722341	8/31/2018	9/7/2018	315.00
	POS MANDATED FFOP	P08919723190	8/22/2018	9/21/2018	469.68
C.M. MENTORING SERVICES LLC	COMM SVCS	P09000916199	9/30/2018	9/28/2018	1,250.00
C.M. MENTORING SERVICES LLC	COMM SVCS	P09919716600	9/30/2018	9/28/2018	1,750.00
C.M. MENTORING SERVICES LLC	COMM SVCS	P09000921701	9/30/2018	9/28/2018	2,000.00
	POS MANDATED FFOP	P08919714851	8/31/2018	9/7/2018	1,143.00
	POS MANDATED FFOP	P08919705752	8/31/2018	9/7/2018	1,591.00
	POS MANDATED FFOP	P08919714753	8/31/2018	9/7/2018	2,487.00
DETOUR MENTORING	COMM SVCS	P08919723496	8/31/2018	9/28/2018	110.00
DETOUR MENTORING	COMM SVCS	P08919719297	8/31/2018	9/28/2018	440.00
DETOUR MENTORING	COMM SVCS	P08919721598	8/31/2018	9/28/2018	880.00
DETOUR MENTORING	COMM SVCS	P09919719502	9/30/2018	9/28/2018	880.00
DETOUR MENTORING	COMM SVCS	P09919723403	9/30/2018	9/28/2018	935.00
DETOUR MENTORING	COMM SVCS	P09919721504	9/30/2018	9/28/2018	1,320.00
DETOUR MENTORING	POS MANDATED WSS	P09000920510	9/30/2018	9/28/2018	1,045.00
DETOUR MENTORING	POS MANDATED WSS	P09000920111	9/30/2018	9/28/2018	1,265.00
	POS MANDATED FFOP	P07919719671	7/31/2018	9/14/2018	117.42
	POS MANDATED FFOP	P08919719769	8/31/2018	9/14/2018	1,820.00
	POS MANDATED FFOP	P08919704670	8/31/2018	9/14/2018	2,044.00
EXTRA SPECIAL PARENTS, INC.	POS MANDATED WSS	P07000915474	7/31/2018	9/14/2018	300.00
FAMILY PRESERVATION SERV.	COMM SVCS	P07000918480	7/31/2018	9/21/2018	75.00
FAMILY PRESERVATION SERV.	COMM SVCS	P07000918581	7/31/2018	9/21/2018	270.00
FAMILY PRESERVATION SERV.	COMM SVCS	P08000918575	8/31/2018	9/21/2018	540.00
FAMILY PRESERVATION SERV.	FF4E-COMM SVCS	P08919707786	8/31/2018	9/21/2018	630.00
FAMILY PRESERVATION SERV.	FF4E-COMM SVCS	P07919707387	7/31/2018	9/21/2018	840.00
FAMILY PRESERVATION SERV.	POS MANDATED WSS	P08000915692	8/31/2018	9/21/2018	675.00
FAMILY PRESERVATION SERV.	POS MANDATED WSS	P07000918394	7/31/2018	9/21/2018	1,200.00
FAMILY PRESERVATION SERV.	POS MANDATED WSS	P08000918393	8/31/2018	9/21/2018	1,200.00

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FAMILY PRESERVATION SERV.	POS MANDATED WSS	P07000915695	7/31/2018	9/21/2018	1,350.00
FLUVANNA DEPARTMENT OF SOCIAL	COMM SVCS	P08919721637	8/30/2018	9/7/2018	1,473.00
HALLMARK YOUTHCARE	EDUC SVCS CONG CARE	P07919701864	7/14/2018	9/14/2018	750.00
HALLMARK YOUTHCARE	EDUC SVCS CONG CARE	P07919714665	7/31/2018	9/14/2018	1,875.00
HALLMARK YOUTHCARE	EDUC SVCS CONG CARE	P08919714663	8/31/2018	9/14/2018	2,500.00
INTERCEPT YOUTH SERVICE	POS MANDATED FFOP	P07919704091	7/31/2018	9/21/2018	644.00
JAMES RIVER THERAPEUTIC	FF4E-COMM SVCS	P07919708443	7/31/2018	9/7/2018	522.50
JAMES RIVER THERAPEUTIC	FF4E-COMM SVCS	P07919706944	7/31/2018	9/7/2018	770.00
	POS MANDATED FFOP	P08919712549	8/31/2018	9/7/2018	1,820.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-	P08000917054	8/3/2018	9/14/2018	885.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-	P08000916856	8/31/2018	9/14/2018	3,835.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-	P08000916955	8/31/2018	9/14/2018	3,835.00
	POS MANDATED FFOP	P08919705945	8/31/2018	9/7/2018	1,815.00
	POS MANDATED FFOP	P08919706246	8/31/2018	9/7/2018	1,815.00
PEOPLE PLACES, INC.	COMM SVCS	P08919700376	8/31/2018	9/21/2018	388.13
PEOPLE PLACES, INC.	COMM SVCS	P07919700382	7/31/2018	9/21/2018	488.75
PEOPLE PLACES, INC.	FF4E-COMM SVCS	P07919707667	7/31/2018	9/14/2018	662.50
PEOPLE PLACES, INC.	FF4E-COMM SVCS	P07919707168	7/31/2018	9/14/2018	1,250.00
PEOPLE PLACES, INC.	POS MAND THER FC 4E	P07919707272	7/31/2018	9/14/2018	1,700.00
PEOPLE PLACES, INC.	POS MAND THER FC 4E	P07919707573	7/31/2018	9/14/2018	3,720.00
PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS	P07919567307	7/31/2018	9/28/2018	520.00
PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS	P08919567905	8/31/2018	9/28/2018	600.00
PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS	P08919568406	8/31/2018	9/28/2018	600.00
PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS	P07919567909	7/31/2018	9/28/2018	750.00
PIPER IVY PRESCHOOL INC	FF4E-COMM SVCS	P07919568408	7/31/2018	9/28/2018	750.00
REDEMPTION YOUTH MENTORING	COMM SVCS	P07000917740	7/31/2018	9/7/2018	1,125.00
REGION TEN	COMM SVCS	P07000919662	7/31/2018	9/14/2018	109.04
REGION TEN	COMM SVCS	P08000919659	8/31/2018	9/14/2018	218.08
REGION TEN	FF4E-COMM SVCS	P07919708188	7/31/2018	9/21/2018	109.04
	COMM SVCS	P07919569483	7/31/2018	9/21/2018	190.00
	COMM SVCS	P08919569477	8/31/2018	9/21/2018	190.00
	COMM SVCS	P07919569084	7/31/2018	9/21/2018	270.00
	COMM SVCS	P08919569078	8/31/2018	9/21/2018	420.00
	COMM SVCS	P07919569285	7/31/2018	9/21/2018	480.00
	COMM SVCS	P08919569279	8/31/2018	9/21/2018	720.00
	FF4E-COMM SVCS	P07919708289	7/31/2018	9/21/2018	558.00

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UNITED METHODIST FAMILY	POS MANDATED FFOP		P08919702647	8/31/2018	9/7/2018	448.00
	POS MANDATED FFOP		P08919702548	8/31/2018	9/7/2018	700.00
	EDUC SVCS CONG CARE		P07000919866	7/31/2018	9/14/2018	5,355.00
	POS MANDATED FFOP		P08919706350	8/31/2018	9/7/2018	2,716.00
Total:						\$83,034.14
PARKS & RECREATION						
ANTIOCH BREWING COMPANY	RECREATIONAL SUPPLIES	GRAND OPENING OF FARM MUSUEM	00013	8/6/2018	9/7/2018	90.00
ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOG CLASSES	7	9/19/2018	9/27/2018	768.00
AUTOMATED OFFICE SYSTEMS	LEASE/RENT	FUCC COPIER CHARGES	082863	8/29/2018	9/14/2018	31.59
AUTOMATED OFFICE SYSTEMS	LEASE/RENT	LANIER COLOR	082864	8/29/2018	9/14/2018	129.00
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083118	8/31/2018	9/19/2018	7.14
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083118	8/31/2018	9/19/2018	24.98
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083118	8/31/2018	9/19/2018	214.21
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	1.58
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	9.99
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	13.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	20.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	26.20
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	43.81
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	61.80
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	79.15
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	99.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	115.35
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	125.20
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	129.94
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	135.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	224.24
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	227.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	247.00
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	335.53
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	880.00
DEVI PETERSON	PROFESSIONAL SERVICES	YOGA	8-9/24/18	9/24/2018	9/27/2018	134.40
DJ RICK HAGGARD ENTERTAINMENT	PROFESSIONAL SERVICES	REC DEPARTMENT DANCE	8820183211610201	8/23/2018	9/7/2018	300.00
FLUVANNA CO SHERIFF'S OFC	CONTRACT SERVICES	FAIR SECURITY	FCPR11	8/20/2018	9/7/2018	1,660.00
FLUVANNA REVIEW	ADVERTISING	FAIR THANK YOU AD	2018F37-12	9/13/2018	9/27/2018	175.00

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HEATHER ANTONACCI	PROFESSIONAL SERVICES	hORSEBACK CLASS	6	8/31/2018	9/14/2018	290.58
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	289.54
MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	112350	8/30/2018	9/14/2018	60.00
MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	112351	8/30/2018	9/14/2018	60.00
MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	112354	8/30/2018	9/14/2018	60.00
MO-JOHNS, INC.	CONTRACT SERVICES	HANDICAP UNIT	112353	8/30/2018	9/14/2018	100.00
MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	112352	8/30/2018	9/14/2018	120.00
SAM'S CLUB	DUES OR ASSOCIATION	MEMBERSHIP FEE/DANCE SUPPLIES	090518	9/5/2018	9/14/2018	26.67
SAM'S CLUB	RECREATIONAL SUPPLIES	MEMBERSHIP FEE/DANCE SUPPLIES	090518	9/5/2018	9/14/2018	53.36
SUNBELT RENTALS, INC.	CONTRACT SERVICES	LIGHT TOWERS	81412776-0001	8/30/2018	9/7/2018	4,151.30
THE SUPPLY ROOM	OFFICE SUPPLIES	BINDERS	3422117-0	8/30/2018	9/14/2018	11.72
THE SUPPLY ROOM	OFFICE SUPPLIES	OFFICE SUPPLIES	3419964-0	8/29/2018	9/14/2018	324.28
THE SUPPLY ROOM	OFFICE SUPPLIES	SUPPLIES	3425222-0	9/5/2018	9/21/2018	68.71
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	1.89
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	200.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	MURATEC MGX-3530 COPIER -	23235048	8/24/2018	9/14/2018	37.30
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA BIZHUB C224E -	23235046	8/24/2018	9/14/2018	170.87
VIRGINIA CORRECTIONAL	PRINTING AND BINDING	BUSINESS CARDS	9543432	9/11/2018	9/21/2018	30.00
VIRGINIA RECREATION & PARK	CONVENTION AND	2018 ANNUAL CONFERENCE - AARON	7315960	9/20/2018	9/27/2018	585.00
Total:						\$12,949.33

LIBRARY

AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS AND DVDS	091018	9/10/2018	9/27/2018	5,481.21
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	17.95
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	17.98
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	19.98
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	29.95
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083118	8/31/2018	9/19/2018	94.59
DEMCO	OFFICE SUPPLIES	BOOK POCCKETS/BOOK TAPE	6438181	8/27/2018	9/14/2018	203.39
GALE	BOOKS/PUBLICATIONS	BOOKS	64539974	8/28/2018	9/7/2018	48.79
GALE	BOOKS/PUBLICATIONS	BOOKS	64840528	9/6/2018	9/21/2018	25.59
GALE	BOOKS/PUBLICATIONS	BOOKS	64801375	9/5/2018	9/21/2018	82.37
GALE	BOOKS/PUBLICATIONS	BOOKS	64942389	9/10/2018	9/21/2018	272.14
GALE	BOOKS/PUBLICATIONS	BOOKS	65169245	9/19/2018	9/27/2018	43.18
GALE	BOOKS/PUBLICATIONS	BOOKS	65020530	9/12/2018	9/27/2018	62.38
MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	735192	8/27/2018	9/7/2018	21.59

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MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD BOOKS	735070	8/28/2018	9/21/2018	59.94
MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVDS	736783	9/10/2018	9/27/2018	72.47
OVERDRIVE	BOOKS/PUBLICATIONS	EBOOKS	03100DA18152942	8/28/2018	9/7/2018	43.71
OVERDRIVE	BOOKS/PUBLICATIONS	E-BOOK	03100DA18156630	9/1/2018	9/21/2018	5.99
OVERDRIVE	BOOKS/PUBLICATIONS	E-BOOKS	03100DA18158046	9/4/2018	9/21/2018	125.00
RICHMOND TIMES DISPATCH	BOOKS/PUBLICATIONS	ACCT# 000011995293 RENEWAL	082918	8/29/2018	9/14/2018	462.80
THE PENWORTHY COMPANY	BOOKS/PUBLICATIONS	BOOKS	0543939-IN	9/7/2018	9/21/2018	496.06
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	INFORMATION TECHNOLOGY	T417735	8/29/2018	9/7/2018	1.64
Total:						\$7,688.70

COUNTY PLANNER

ATLANTIC TECHNOLOGY	PROFESSIONAL SERVICES	GENERAL CONSULTING SERVICES	1527	8/31/2018	9/14/2018	900.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	80.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	160.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	200.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083118	8/31/2018	9/19/2018	50.00
FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING 1/4 PAGE AD	2018F35-12	8/30/2018	9/14/2018	128.75
FLUVANNA REVIEW	ADVERTISING	1/4 PAGE AD COUNTY LEGAL RATE	2018F36-16	9/6/2018	9/21/2018	128.75
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090418	9/4/2018	9/19/2018	282.81
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	4.52
STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	OFFICE SUPPLIES	8051231254	9/1/2018	9/14/2018	141.66
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	4.45
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	150.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	HP DESIGNJET T730 PO#20160029-00	23261023	8/28/2018	9/14/2018	93.04
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	KONICA MINOLTA BIZHUB C364E -	23235047	8/24/2018	9/14/2018	345.86
VIRGINIA CORRECTIONAL	OFFICE SUPPLIES	BUSINESS CARDS	9543432	9/11/2018	9/21/2018	60.00
Total:						\$2,729.84

PLANNING COMMISSION

BANK OF AMERICA	CONVENTION AND	P-CARD	083118	8/31/2018	9/19/2018	500.00
Total:						\$500.00

ECONOMIC DEVELOPMENT

BANK OF AMERICA	ADVERTISING	P-CARD	083118	8/31/2018	9/19/2018	49.83
BANK OF AMERICA	MARKETING	P-CARD	083118	8/31/2018	9/19/2018	1,532.00
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	40.00

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BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	87.44
BANK OF AMERICA	OTHER OPERATING	P-CARD	083118	8/31/2018	9/19/2018	178.64
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	1515654 09122018	9/12/2018	9/21/2018	0.47
VERIZON	TELECOMMUNICATIONS	VERIZON BILL AUG 20 - SEP 19	9814945112	9/19/2018	9/27/2018	14.63
WELFORD WILLIAMS	OTHER OPERATING	ELECTED OFFICIALS BREAKFAST	091418	9/14/2018	9/21/2018	358.00
Total:						\$2,261.01
VA COOPERATIVE EXTENSION						
BANK OF AMERICA	AGRICULTURAL SUPPLIES	P-CARD	083118	8/31/2018	9/19/2018	91.98
FAYE ANDERSON	AGRICULTURAL SUPPLIES	PLANTS	090618	8/31/2018	9/7/2018	15.12
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	13.48
Total:						\$120.58
100 GENERAL FUND						Fund Total: \$873,056.88
Fund # - 302 CAPITAL IMPROVEMENT						
PUBLIC SAFETY CAPITAL PROJ						
CLEAR COMMUNICATIONS AND	VEHICLE	RADIO	117042	8/30/2018	9/21/2018	2,103.59
EAST COAST EMERGENCY VEHICLES	VEHICLE	CIP (LIGHTS & EQUIPMENT)	12392	9/19/2018	9/27/2018	11,625.01
MCLOUGHLIN & EARDLEY GROUP INC	VEHICLE	CIP LIGHTS & EQUIPMENT	0232424-IN	9/11/2018	9/21/2018	589.81
Total:						\$14,318.41
E911 CAPITAL PROJECT						
AT&T MOBILITY	CONTRACT SERVICES	WIRELESS 434-242-3954	287284406274X826	8/26/2018	9/21/2018	4.00
Total:						\$4.00
FIRE & RESCUE CAP PROJ						
MOTOROLA SOLUTIONS, INC.	VEHICLE	APX4500 VHF/SUBSCRIBER PROGRAMING	41255031	8/16/2018	9/14/2018	2,695.30
Total:						\$2,695.30
FACILITIES CAP PROJ						
C.D. HALL CONSTRUCTION, INC	CONTRACT SERVICES	FLUVANNA COUNTY DEMOLITION	FCD083118	8/31/2018	9/5/2018	37,500.00
CII SERVICE	CONTRACT SERVICES	MINI SPLIT MATERIALS	43713	8/22/2018	9/7/2018	1,332.63
Total:						\$38,832.63
SCHOOL OPS & MAINT CAP PROJ						
DODSON GLASS & MIRROR INC	CONTRACT SERVICES	DOORS	JP064347	8/24/2018	9/7/2018	5,886.07

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PARAGON SOLUTIONS INC	CONTRACT SERVICES	ABESTOS ABATEMENT	18-3-108b	8/31/2018	9/19/2018	27,527.65
ROGER ROBERTSON INC	CONTRACT SERVICES	CENTRAL & CARYSBROOK BLACKTOP	4124	8/9/2018	9/21/2018	10,650.00
Total:						\$44,063.72

302 CAPITAL IMPROVEMENT Fund Total: \$99,914.06

Fund # - 401 DEBT SERVICE

DEBT SERVICE - COUNTY

U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	8,921.88
U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	45,000.00
U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE INT	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	30,915.63
U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE PRIN	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	130,000.00
U.S. BANK OPERATIONS CENTER	2014C - LIBRARY INT	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	22,237.50
U.S. BANK OPERATIONS CENTER	2014C - LIBRARY PRIN	DEBT SERVICE - COURTHOUSE, LIBRARY	081518	8/15/2018	9/24/2018	210,000.00
U.S. BANK OPERATIONS CENTER	2017 ZXR WATER & SEWER -	DEBT SERVICE - ZXR INT PAYMENT	081518A	8/15/2018	9/24/2018	250,000.00
U.S. BANK OPERATIONS CENTER	2017 ZXR WATER & SEWER -	DEBT SERVICE - ZXR INT PAYMENT	081518A	8/15/2018	9/24/2018	158,718.76
Total:						\$855,793.77

401 DEBT SERVICE Fund Total: \$855,793.77

Fund # - 502 SEWER

PALMYRA SEWER OPER EXPENSES

DEPARTMENT OF ENVIROMENTAL	PERMITS AND FEES	WATER	714454	9/1/2018	9/7/2018	2,768.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	ELECTRIC	08009	8/28/2018	9/7/2018	36.17
Total:						\$2,804.17

502 SEWER Fund Total: \$2,804.17

Fund # - 505 FORK UNION SANITARY DISTRICT

FORK UNION SANITARY DISTRICT

USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	FUSD DEBT SERVICE	092518	9/25/2018	9/25/2018	1,533.16
Total:						\$1,533.16

FUSD OPERATIONAL EXPENSES

BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD	083118	8/31/2018	9/19/2018	121.50
E.W. OWEN	LEASE/RENT	WELL RENT	09012018	9/1/2018	9/7/2018	150.00
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	TESTING	275853	8/22/2018	9/14/2018	30.00
USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	FUSD DEBT SERVICE	092518	9/25/2018	9/25/2018	3,426.84
VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T417647	8/29/2018	9/27/2018	87.91

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						Total:	\$3,816.25
						505 FORK UNION SANITARY	Fund Total: \$5,349.41
Fund # - 510 ZION XR WATER & SEWER							
ZION XR W&S EXPENSES							
BOWMAN CONSULTING	CONSULTING SERVICES	FLUVANNA-ZION XROADS WATER & SEWER	258934	8/31/2018	9/14/2018	11,700.00	
DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	TASK 10-FLUCO BIDDING SERVICES	1585931	8/31/2018	9/21/2018	11,592.00	
PAYNE & HODOUS, LLP.	COUNTY ATTY LEGAL- REAL	LEGAL FEES	132056	9/7/2018	9/27/2018	7,048.50	
						Total:	\$30,340.50
						510 ZION XR WATER & SEWER	Fund Total: \$30,340.50
						Total Expenditures by Fund:	\$1,867,258.79

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB XYZ

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Products and Services Agreement With Centurylink Sales Solutions, Inc				
MOTION(s):	I move the Board of Supervisors approve the Products and Services Agreement with Centurylink Sales Solutions, Inc., totaling \$8,965.64, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer ; Michael Grandstaff, Director of Communications				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Recommend approval				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> ❖ This is a 6 month extension on our current contract with CenturyLink for 911 equipment service ❖ We asked to extend this for a 6-month period due to the fact we will be getting this equipment replaced with NG911 grant funds in the near future. ❖ If it happens to take longer to get all that done we will have to re-evaluate. 				
FISCAL IMPACT:	➤ Cost is already budgeted				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Products and Services Agreement With Centurylink Sales Solutions, Inc 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		X- E911

Products and Services Agreement

Contract No. 181005203150

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Fluvanna County, a political subdivision of the Commonwealth of Virginia, and the Fluvanna County Sheriff's Office (collectively the "Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink. This is an agreement to extends products and services under that existing Contract Modification Agreement between the Customer and CenturyLink dated May 13, 2013.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List. The Products and Services shall be extended for 6 months beginning on November 1, 2018.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:**CENTURYLINK SALES SOLUTIONS, INC.**

By: _____
 Printed: _____
 Title: _____
 Date: _____

Fluvanna County Sheriff's Office

By: _____
 Printed: _____
 Title: _____
 Date: _____

Fluvanna County

By: _____
 Printed: _____
 Title: _____
 Date: _____

Approved as to form: _____

Fluvanna County Attorney

Customer WIRELINE BILLING PO BOX 113
Address: PALMYRA, VA 22963-0113

Address for Sales Administration
Notices: 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Sales Rep: Charles Newton
 Sales Rep Phone: 8643636995

**Address
 for Notices
 (if different
 from
 above):**

Contract No. 181005203150**PRODUCTS LIST**

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): CTL74818A

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

Contract No. 181005203150**SERVICES LIST**

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): CTL74818A

2. **PRICING.**

- 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
- 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.




JCW Pricing Tool 6.61

 Quote Number# CTL74818A
 Account Manager: Jason Bruce

Customer Legal Name: E911 Fluvanna County 911				Centurion Maintenance			
Customer Billing Name: E911 Fluvanna County 911				Coverage: <u>Extended</u>			
Customer Address: WIRELINE BILLING PO BOX 113 , PALMYRA, VA 22963-0113				Contract Term: <u>6</u>			
Date Prepared: October 10, 2018							
Quote Expires: December 9, 2018							
Quote Number: CTL74818A							
QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	GPE - (Includes Shipping and Misc costs)	\$ -			\$ 4,032.29	\$ -	\$ 4,032.29
	Labor	\$ -					
	On-Site Tech	\$ -	\$ -	\$ -			
	Vendor Support	\$ 4,933.35	\$ -	\$ -			
Total Prices		\$ 4,933.35	\$ -	\$ -	\$ 4,032.29	\$ -	\$ 4,032.29
TOTAL COST- 6 MONTHS \$ 8,965.64							

Prices shown on this page represent recurring and nonrecurring charges for items as described. These prices do not include recurring or nonrecurring charges for taxes, duties, tariffs, or telecommunication services.

<div></div> <div>CENTURYLINK CenturyLink Centurion Maintenance</div>		Valid Until December 9, 2018		Contract Term: 6 Months		Customer Legal Name: E911 Fluvanna County 911 Customer Billing Name: E911 Fluvanna County 911 WIRELINE BILLING PO BOX 113 PALMYRA VA , 22963-0113 Quote-Build #: CTL74818A-NIBS		See Vendor Support Tab for additional Support Costs		
All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html .						Engineer Selected				
Part Number	Description	Quantity	Annual Standard Rate		Annual Extended Rate		Best Value Rate - Year 1		Best Value Rate - Year 2+	
			Unit	Total	Unit	Total	Unit	Total	Unit	Total
-	-	-	\$	-	\$	-	\$	-	\$	-
853031-DL SVRGL	R4 DL SVR BNOL - SGL	1								
61000-4096035FF	WRST HP Z220 SFF	5	\$	-	\$	4,032.29	\$	-	\$	-
65000-47001	TWR STAND SFF Z220	5	\$	-	\$	-	\$	-	\$	-
63010-222801	MMTR TS BLK WIDE 22IN	5	\$	-	\$	-	\$	-	\$	-
64007-50017	KEYPAD 24KEY 25FT CBL	5	\$	-	\$	-	\$	-	\$	-
853004-00401	SAM EXT SPKR KIT	5	\$	-	\$	-	\$	-	\$	-
853030-00302	R4 SAM HDWR KIT	5	\$	-	\$	-	\$	-	\$	-
04000-31500	ALARM PNL PCI	1	\$	-	\$	-	\$	-	\$	-
2213937-1-SR1	FXO GATEWAY 8-PORT	2	\$	-	\$	-	\$	-	\$	-
2213939-1-SR1	FXS GATEWAY 8-PORT	2	\$	-	\$	-	\$	-	\$	-
06500-55053	EQUIPMENT RACK 19IN	1	\$	-	\$	-	\$	-	\$	-
63002-172805	MMTR W/SPKR NEC 17IN	1	\$	-	\$	-	\$	-	\$	-
04000-00484	KVM 4-PORT SWITCH	1	\$	-	\$	-	\$	-	\$	-
04000-00612	CBL KVM PS/2 CONSOLE	1	\$	-	\$	-	\$	-	\$	-
04000-60614	CBL KVM PS/2 PC	4	\$	-	\$	-	\$	-	\$	-
04000-RMM19	BRKT 19IN RACK MTG/ARBITR	1	\$	-	\$	-	\$	-	\$	-
64000-20062	HARD DRIVE 250GB ML330	2	\$	-	\$	-	\$	-	\$	-
64000-40085	2GB RAM ML/DL G6 SVR	1	\$	-	\$	-	\$	-	\$	-
04000-00084	KIT BKUP 500GB SATA	1	\$	-	\$	-	\$	-	\$	-
64040-60020	PNTR USB B/W LASERJET	1	\$	-	\$	-	\$	-	\$	-
2213937-1-SR1	FXO GATEWAY 8-PORT	1	\$	-	\$	-	\$	-	\$	-
2213939-1-SR1	FXS GATEWAY 8-PORT	1	\$	-	\$	-	\$	-	\$	-
63010-222801	MMTR TS BLK WIDE 22IN	1	\$	-	\$	-	\$	-	\$	-
853030-00302	R4 SAM HDWR KIT	1	\$	-	\$	-	\$	-	\$	-
853004-00401	SAM EXT SPKR KIT	1	\$	-	\$	-	\$	-	\$	-
94831	NetClock/GPS Time Server-master clock	1	\$	-	\$	-	\$	-	\$	-
-Opt 16	Multi-port Network Card - 3 x 10/100/1000 BaseT	1	\$	-	\$	-	\$	-	\$	-
-	-	-	\$	-	\$	-	\$	-	\$	-
SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....					\$	4,032.29			\$	-
SUBTOTAL: ANNUAL ON SITE TECHNICIAN COVERAGE.....					\$	-			\$	-
TOTAL ANNUAL RECURRING COVERAGE CHARGES						4,032.29			\$	-
TOTAL CONTRACT TERM RECURRING COVERAGE CHARGES						4,032.29			\$	-



Price Sheet Vendor Support

Customer: E911 Fluvanna County 911

WIRELINE BILLING PO BOX 113

PALMYRA

VA

22963-0113

Quote-Build#: CTL74818A-NIBS

December 9, 2018

Pricing is Valid Until:

Description of Work to be Performed: This quote is for 6 months Vendor Support and Centurylink Local Technician Support.

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity	Type	(Only if MRR)		Sale Price	
				Term Years	MRR	Unit Price	Extended Price
SS-OPR-VSSL-6M	SPT VPRIME 6MTH	5	NRR	-	\$	693.33	\$ 3,466.65
809800-35176	V911 IRR SW SPT 6MTH	5	NRR	-	\$	126.67	\$ 633.35
04000-00176	SW SPT ANALOG GATEWAY 1YR	6	NRR	-	\$	80.00	\$ 480.00
SA-SSG-ALSL-6M	SPT V-ANLYT LITE 6MTH	5	NRR	-	\$	70.67	\$ 353.35
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
-	-	-	NRR	-	\$	-	\$ -
TOTAL Annual MRR				\$ -			
TOTAL Term MRR				\$ -			
TOTAL PRICE NRR						\$ 4,933.35	

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink@ Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.



CenturyLink™

Customer Notes / Project Description

This quote is for 6 monts Vendor Support and Centurylink Local Technician Support.



Capital Reserve Maintenance Fund Request

TAB A

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:

Provide \$45,000.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Repairs & renovations at the Fluvanna SPCA facility necessary to bring it in to compliance with State regulations.


Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW19-002		Dept / Agency Contact: J. Wayne Stephens	Date of Request: Oct 17, 2018	
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org		Fiscal Year: FY19
Reserve Fund Purpose Category: MRR Project				
Description of Project/Repair		Qty	Unit Price	Total Price
Replace floors throughout building w/Sealed Epoxy flooring		1	\$30,500.00	\$30,500.00
Replace three exterior metal doors		1	\$11,000.00	\$11,000.00
Replace stainless steel utility sink in cat room (incl. repair drain pipe)		1	\$2,000.00	\$2,000.00
Repair existing roof		1	\$1,500.00	\$1,500.00
			Total Request:	\$45,000.00


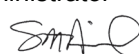
Description and Justification for Proposed Use

This request is part of a multi-year project to perform the repairs, replacements and renovations necessary to bring the Fluvanna SPCA building into compliance with State regulations. Past work has included: a new on-site "alternative" septic system; improved ventilation in dog kennel areas; a concrete slab and shade area for one outdoor dog pen; two new outdoor dog pens with concrete floors, tops & shade areas. The FY2019 improvements are expected to be the last major repairs/renovations needed to bring the facility in to compliance.

Future large-scale expenditures at the SPCA building are likely to include: complete roof replacement (in 3-5 years); installation of an emergency generator (ASAP); and major improvements and/or replacement of the HVAC system (in 3-5 years). It is expected the SPCA will share the cost of these items with the County.

Department / Agency Head Name: J. Wayne Stephens, PE	Signature  Digitally signed by Wayne Stephens Date: 2018.10.03 11:10:19 -04'00'	Date 2018/10/03
---	---	--------------------

Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2018.10.09 11:39:49 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2018.10.09 11:12:55 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
---	----------------	-----------

Items for FY2019	
Flooring	Cost
New epoxy floors in kennels & New epoxy floors in hallway, cat room and examination room	\$ 20,000
New Epoxy flooring in Entry Room, Office & restroom	\$ 10,500
TOTAL - Flooring	\$ 30,500
Miscellaneous Repairs	Cost
Replace three exterior steel doors	\$ 11,000
Replace utility sink in cat room	\$ 2,000
Repair existing roof	\$ 1,500
TOTAL - Miscellaneous Repairs	\$ 14,500
ESTIMATED TOTAL - FY2019 =	
\$ 45,000	



Capital Reserve Maintenance Fund Request

TAB B**MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request to:**

Provide \$15,000.00 from the Capital Reserve Maintenance Fund to pay the costs of:

Planned FY2019 Maintenance, Repair & Renovation Items for the Palmyra Rescue Squad Building.


Section 1 - REQUEST

Requesting Dept. / Agency: Public Works PW19-003		Dept / Agency Contact: J. Wayne Stephens	Date of Request: Oct 17, 2018	
Phone: (434) 591-1925	Fax: (434) 591-1924	email: wstephens@fluvannacounty.org		Fiscal Year: FY19
Reserve Fund Purpose Category: MRR Project				
Description of Project/Repair		Qty	Unit Price	Total Price
Remove vestigial antennas		1	\$250.00	\$250.00
Prep and painting throughout living areas		1	\$5,000.00	\$5,000.00
Replace flooring throughout living areas		1	\$6,000.00	\$6,000.00
Install wooden guard rail; plus other misc. interior replacements/repairs		1	\$3,750.00	\$3,750.00
			Total Request:	\$15,000.00


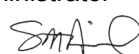
Description and Justification for Proposed Use

This work is part of a multi-year MRR project to perform deferred maintenance, repairs & renovations, as well as other needed improvements, at the Palmyra Rescue Squad building, following the County taking over ownership of the facility in 2016. Previous work includes: rewiring electrical circuits; installing heat pump system in vehicle bays; roof, gutter & downspout repairs; drainage improvements; replacing multiple exterior & interior doors; replacing flooring in training room; installing a new concrete pad outside bay doors & repaving remainder of parking & travel ways; constructing & installing compressed gas storage racks; repairing cabinets & counter tops; bathroom renovations; and other miscellaneous repairs and improvements.

Following the completion of the FY2019 MRR items, remaining planned improvements include: 1) Replacement of remaining "Quest" plumbing pipe throughout the building; and 2) Installation of an automatic transfer switch on the emergency generator.

Department / Agency Head Name: J. Wayne Stephens, PE	Signature  Digitally signed by Wayne Stephens Date: 2018.10.03 13:39:23 -04'00'	Date 10/03/2018
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director  Digitally signed by Eric Dahl Date: 2018.10.09 11:40:54 -04'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator  Digitally signed by Steven M. Nichols Date: 2018.10.09 11:08:53 -04'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Decision Date:	Comments:
---	----------------	-----------

Palmyra Rescue Squad Building - Remaining Major Maintenance, Repair & Upgrade Items		
Items for FY2019		
Electrical	Items	Totals
Remove vestigial antennas	\$ 250	
TOTAL Electrical		\$ 250
Painting	Items	Totals
Prep & Painting throughout all Living Areas (Training Room & Vehicle Bays Were Previously Completed)	\$ 5,000	
TOTAL Painting		\$ 5,000
Ceilings & Flooring	Items	Totals
Replace Ex. Carpet with Carpet Tiles - Living Room, Bedrooms	\$ 1,750	
Replace Ex. Carpet with VCT flooring - Kitchen, Office, Entryway	\$ 4,250	
TOTAL Ceilings & Flooring		\$ 6,000
Miscellaneous Repairs	Items	Totals
Install rolling vehicle barrier posts at ravine	\$ 1,500	
Replace ceiling fans, HVAC registers, refrigerator and other misc. items	\$ 2,250	
TOTAL Miscellaneous Repairs		\$ 3,750
ESTIMATED TOTAL - FY2019 =		\$ 15,000

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

TAB C

MEETING DATE:	October 17, 2018				
AGENDA TITLE:	Proclaim October as Domestic Violence Awareness Month				
MOTION(s):	I move the Fluvanna County Board of Supervisors approve the “Proclamation of October as Domestic Violence Awareness Month.”				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Each October, the Shelter for Help in Emergency recognizes Domestic Violence Awareness Month. It is a time to remember victims and honor survivors; it is a time to acknowledge those who have dedicated their time and energy to helping end domestic violence; and, it is a time to remind people that domestic violence is a community problem and one that we all must take an active role in if we hope to make a change.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proclamation: Proclaiming October Domestic Violence Awareness Month				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 05-2018

PROCLAIMING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and

WHEREAS, no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and

WHEREAS, the Shelter for Help in Emergency has led the way in the County of Fluvanna in addressing domestic violence by providing 24-hour hotline services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and

WHEREAS, the Shelter for Help in Emergency commemorates its 39th year of providing unparalleled services to women, children and men who have been victimized by domestic violence;

NOW THEREFORE, BE IT RESOLVED, in recognition of the important work being done by the Shelter for Help in Emergency, that I, John M. Sheridan, Chair of Fluvanna County Board of Supervisors, do hereby proclaim the month of October 2018 as DOMESTIC VIOLENCE AWARENESS MONTH, and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Shelter for Help in Emergency, and to work toward the elimination of personal and institutional violence against women, children and men.

Signed and sealed this 17 day of October, 2018.

John M. Sheridan
Chair, Board of Supervisors

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

No.	Item
1	FY18 BOS Contingency Balance Report – 2018-10-17
2	FY18 Capital Reserve Memo – 2018-10-17
3	Unassigned Fund Balance Report – 2018-10-17
4	
5	
6	
7	
8	
9	
10	

MEMORANDUM

Date: October 17, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: FY19 BOS Contingency Balance

The FY19 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: FY19 Non-Profit Budget Allocations Change – 05.16.18	-\$14,180.00
Less: FY19 C.A.R.E. Task Force Container for Clean Up Day – 09.19.18	-\$500.00
Available:	\$135,320.00

MEMORANDUM

Date: October 17, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: FY19 Capital Reserve Balances

The FY19 Capital Reserve account balances are as follows:

County Capital Reserve:

FY19 Budget Allocation:	\$0
FY18 Carryover	\$67,256
FY18 Closed Out Projects	\$163,865
Total FY19 Budget:	\$231,121
Less: I.T. Air Conditioning Unit – 09.19.18	-\$7,000
FY19 Available:	\$224,121

Schools Capital Reserve:

FY19 Budget Allocation:	\$150,000
FY18 Carryover	\$116,308
FY18 Closed Out Projects	\$13,046
Total FY19 Budget:	\$266,308
Plus: BOS Unassigned Fund Balance: Middle School Debt Proceeds – 09.19.18	\$72,001
Less: Abrams Abatement: Classroom & Crawl Space – 09.19.18	-\$72,001
Less: Carysbrook & Central Elementary Blacktop Repair – 09.19.18	-\$10,650
Less: Central Elementary School Partition – 09.19.18	-\$12,000
FY19 Available:	\$256,704

MEMORANDUM

Date: October 17, 2018
From: Eric Pollitt – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY18 Year End (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	\$4,078,805
Less: FY19 Abrams Abatement Classroom and Crawl Space – 09.19.18	-\$72,001
Current (Unaudited) Unassigned Fund Balance – Excess Above Policy Target:	\$4,078,805

*Audited FY18 Year End Unassigned Fund Balance will be available upon completion of the FY18 CAFR