



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

January 21, 2026

Closed Session 4:00pm

Regular Meeting at 6:00 pm

FY27 Non-Profit Budget Presentations at 7:00 pm

TAB	AGENDA ITEMS
1 - CALL TO ORDER	
CLOSED MEETING AND DINNER RECESS	
	RECESS – DINNER BREAK
	RECONVENE @ 6:00pm
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 – APPOINTMENTS	
7 – PRESENTATIONS (normally not to exceed 10 minutes each)	
A	Treasurer’s Report – Debbie Rittenhouse, Treasurer
8 – ACTION MATTERS	
B	Coves at Monticello Performance Incentive Grant – Eric Dahl, County Administrator
C	Containerized Live Fire Training Structure Construction Contract with Draeger, Inc. – Dan Whitten, County Attorney
D	Historic Courthouse Restoration Contract – Dan Whitten, County Attorney
9 – PUBLIC HEARING	
10 – CONSENT AGENDA	
E	Minutes of January 7, 2026 – Caitlin Solis, Clerk to the Board
F	Minutes of January 13, 2026 – Caitlin Solis, Clerk to the Board
G	FY26 Sheriff’s Office Supplemental Appropriation – Theresa McAllister, Management Analyst II
H	FY26 Voluntary Contributions – Theresa McAllister, Management Analyst II
I	Virginia Department of Emergency Management FY27 E-911 PSAP Education Program Grant Award – Michael R. Grandstaff, Sheriff’s Office Staff; Sheriff Eric B. Hess, Sheriff
J	Position Description Update – Deputy Commissioner of the Revenue III – Lauren Sheridan, Commissioner of the Revenue and Jennifer Whistleman, Director of Human Resources
K	CRMF - PG House Stair and Railing Replacement – William F. Barber, Asst. Director of Public Works

Fluvanna County is committed to providing an excellent quality of life for our citizens and businesses through the efficient delivery of core services and programs, while preserving the unique identity and rural character of the County.

- L CRMF - Request for tree removal and pruning – William F. Barber, Asst. Director of Public Works
- M CRMF - DIS Fuel Master Live – Don Stribling, FCPS Executive Director

11 – UNFINISHED BUSINESS

TBD

12 – NEW BUSINESS

TBD

13 – PUBLIC COMMENTS #2 (5 minutes each)

14 – CLOSED MEETING AND DINNER RECESS

TBD

RECESS – DINNER BREAK

RECONVENE @ 7:00pm

A – CALL TO ORDER

B – PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C – FY27 NON-PROFIT BUDGET PRESENTATIONS (normally not to exceed 5 minutes each)

- N Jaunt
- O Region Ten Community Services Board
- P Virginia Career Works
- Q Rivanna Conservation Alliance
- R TJEMS
- S Fluvanna/Louisa Housing Foundation

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.

GENERAL RULES OF ORDER

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

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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

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FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Treasurer's Report				
MOTION(s):	N/A				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Debbie Rittenhouse				
PRESENTER(S):	Debbie Rittenhouse				
RECOMMENDATION:	Information only				
TIMING:	Routine				
DISCUSSION:	Presenting bank balances, TACS collection amount, general information				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> - Account Balances & Earnings - TACS Collections - Treasurer's Report 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

Fluvanna County Bank and Investment Account Balances and Earnings Report

BOS2026-01-21 p.7/274

Month/ Year	Wells Fargo Commercial Checking- Main Bank	Wells Fargo Analysis Interest Earned	Wells Fargo Cost Recovery Fund	Truist Cost Recovery Fund	Multi-Bank Securities Brokerage (CD's)	MBS Earnings	Virginia Investment Pool (VIP) Stable NAV Liquidity Pool	VIP Stable Nav Earnings	Virginia Investments Pool (VIP) 1-3 Year High Quality Bond Fund	VIP 1-3 Year Earnings	Ending Balance Total
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2023

Jan	4,245,566.81	1,037.52	76,756.57	39,792.37	1,235,528.14	6,666.40	16,171,043.55	71,569.03	2,890,215.38	17,999.09	30,067,881.83
Feb	4,417,833.17	1,239.60	105,074.99	65,682.97	1,231,189.82	(4,338.32)	14,226,145.06	55,101.51	2,870,029.28	(20,186.10)	28,344,589.29
Mar	2,102,955.38	1,068.20	23,841.84	8,489.77	1,235,983.12	4,793.30	14,860,932.87	54,787.81	2,915,554.11	45,524.83	26,588,133.18
Apr	4,120,302.53	1,853.98	48,958.49	16,356.08	1,239,504.73	3,521.61	10,913,415.52	52,482.65	2,922,246.13	6,692.02	24,734,236.06
May	3,674,694.82	1,512.72	113,755.58	65,564.47	1,240,331.92	827.19	19,467,271.23	53,855.71	2,915,137.36	(7,108.77)	32,974,212.00
Jun	3,251,785.89	1,862.62	153,229.43	86,089.25	1,241,964.41	1,632.49	29,585,959.92	118,688.69	2,900,870.62	(14,266.74)	42,741,129.07
Jul	5,200,849	1,196.51	34,781	26,210	1,248,222	6,257	19,773,391	107,431	2,910,920	10,050	34,740,635.00
Aug	2,841,007	2,110.27	60,681	39,693	1,251,707	3,485	16,859,986	86,594	2,921,767	10,846	29,546,909.00
Sept	3,707,412	2,286.67	86,477	49,929	1,254,697	2,989	10,927,511	67,525	2,920,949	(818)	24,544,364.00
Oct	4,569,015	1,411.42	10,791	2,088	1,258,943	4,246	10,024,861	47,349	2,930,600	9,651	24,420,029.00
Nov	5,880,319	1,802.11	71,496	28,876	1,269,105	10,161	15,077,244	52,383	2,960,873	30,273	30,937,398.00
Dec	3,027,332	2,283.71	32,644	34,064	1,281,808	12,703	24,781,577	104,333	2,994,672	33,798	37,828,292.00

2024

Jan	5,221,107.44	1,677.73	95,558.06	162,784.81	1,293,012.45	11,204.09	20,884,095.07	102,517.69	3,005,279.93	10,608.18	36,364,701.32
Feb	5,450,567.92	1,199.52	25,746.19	6,879.87	1,293,659.42	646.97	19,320,430.26	90,482.19	2,992,118.06	(13,161.88)	34,817,196.48
Mar	5,850,557.69	1,535.37	32,707.52	7,864.26	1,295,392.06	1,732.64	16,978,981.67	82,377.18	3,002,968.44	10,850.38	32,922,868.83
Apr	5,603,640.05	3,012.96	25,416.98	5,000.00	1,300,005.38	4,613.32	15,640,903.65	71,369.03	491,318.64	(11,649.80)	28,846,465.26
May	5,534,527.40	3,118.17	25,000.00	5,000.00	1,302,758.96	2,753.58	18,805,610.95	66,503.02	494,396.35	3,077.71	31,974,144.43
Jun	5,665,209.52	3,217.51	25,000.00	5,000.00	1,309,033.26	6,274.30	33,675,620.31	105,067.14	497,357.87	2,961.52	47,005,780.62
Jul	9,726,103.03	2,729.20	26,199.85	13,835.28	1,319,166.40	10,133.14	19,825,672.86	112,809.72	502,365.23	5,007.36	37,268,715.82
Aug	6,582,521.68	5,030.45	25,000.00	5,000.00	1,328,119.09	8,952.69	18,481,500.24	93,414.32	507,291.82	4,926.59	32,811,709.17
Sept	5,262,264.36	3,657.78	25,255.00	5,000.00	1,335,607.42	7,488.33	15,638,259.61	67,741.90	511,111.23	3,819.14	28,685,308.20
Oct	6,807,079.80	4,195.88	25,000.00	5,000.00	1,339,210.60	3,603.18	11,212,424.00	54,035.56	508,163.54	(2,947.69)	25,829,942.61
Nov	5,754,730.07	2,694.58	25,000.00	5,000.00	1,341,926.32	2,715.72	16,826,209.89	53,211.38	509,630.03	1,466.49	30,419,190.93
Dec	6,225,245.59	2,343.85	28,829.57	12,159.20	1,347,528.38	5,602.06	23,492,935.21	88,256.02	510,667.05	1,037.02	37,597,682.78

2025

Jan	4,449,187.05	1,762.40	11,886.83	10,302.45	1,351,374.12	3,845.74	27,785,811.10	97,891.18	512,607.82	1,940.77	34,121,169.37
Feb	3,997,342.05	1,236.25	4,000.00	1,000.00	1,354,336.23	2,962.11	25,942,880.10	91,439.14	516,236.10	3,628.28	31,815,794.48
Mar	3,971,546.95	696.22	4,000.00	1,000.00	1,359,511.84	5,175.61	21,653,224.82	90,878.38	518,523.12	2,287.02	27,507,806.73
Apr	4,070,978.83	516.50	4,000.00	1,000.00	1,365,086.29	5,574.45	21,108,437.86	74,110.44	522,493.32	3,970.20	27,071,996.30
May	4,513,101.73	893.62	4,000.00	1,000.00	1,333,399.04	6,271.59	24,230,335.15	73,041.02	521,453.56	(1,039.76)	30,603,289.48
Jun	3,842,558.49	677.41	7,729.80	1,000.00	1,340,700.23	7,301.19	37,563,369.04	127,027.11	524,664.76	3,211.20	43,280,022.32
Jul	6,640,689.33	0.00	17,728.98	1,000.00	1,344,970.14	4,269.91	25,735,519.29	108,780.34	524,326.89	(337.87)	34,264,234.63
Aug	3,850,110.10	782.00	3,500.00	1,000.00	1,350,772.27	5,802.13	24,083,567.24	96,171.18	528,764.92	4,438.03	29,817,714.53
Sept	3,959,790.36	503.82	3,500.00	1,000.00	1,358,058.32	7,286.05	18,729,626.27	76,318.88	530,409.66	1,644.74	24,582,384.61
Oct	4,398,660.24	19.73	3,500.00	1,000.00	1,360,291.16	2,232.84	17,927,593.57	60,975.00	531,930.92	1,521.26	24,222,975.89
Nov	4,129,914.45	157.70	3,500.00	1,172.80	1,365,981.76	5,690.60	22,441,962.06	63,501.25	534,428.80	2,497.88	28,476,959.87
Dec	4,993,832.08	0.00	3,500.00	1,000.00	1,369,120.41	3,138.65	31,085,831.54	99,278.80	536,157.18	1,728.38	37,989,441.21



FLUVANNA COUNTY TREASURER
Deborah Rittenhouse

34 Palmyra Way
 P.O. Box 299
 Palmyra, VA 22963
 Telephone: (434) 591-1945

TREASURER'S REPORT
January 21, 2026

Account Balances for December 2025:

Wells Fargo –	\$4,993,832.08
Wells Fargo Interest Earned –	0
Wells Fargo Cost Recovery –	3,500.00
Truist Cost Recovery –	1,000.00
Multi-Bank Securities (CD's) –	1,369,120.41
Multi-Bank Earnings –	3,138.65
VIP Liquidity Pool –	31,085,831.54
VIP Earnings –	99,278.80
VIP 1-3 Year High Quality Bond –	536,157.18
VIP 1-3 Year Earnings -	1,728.38

TACS Collections Report:

Total amount collected as of January 9, 2026 - \$3,263,815.79

Fiscal Year Collections

Month of Paid Date	Paid Date	
	FY 2025	FY 2026
July		\$259,650.21
August	\$21,370.50	\$178,933.49
September	\$188,364.53	\$254,189.22
October	\$174,587.07	\$145,990.14
November	\$202,432.52	\$183,220.97
December	\$208,050.64	\$160,209.09
January	\$159,148.16	\$33,062.99
February	\$194,422.14	
March	\$207,603.52	
April	\$156,160.52	
May	\$319,925.57	
June	\$216,494.51	
Grand Total	\$2,048,559.68	\$1,215,256.11

Prior Five Calendar Year Total Collections

Account ..	Paid Date			
	2024	2025	2026	Grand Total
FLUV-PP	\$547,633.75	\$1,734,165.07	\$28,508.22	\$2,310,307.04
FLUV-RE	\$247,171.51	\$701,782.47	\$4,554.77	\$953,508.75
Grand T..	\$794,805.26	\$2,435,947.54	\$33,062.99	\$3,263,815.79

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Coves at Monticello Performance Incentive Grant				
MOTION(s):	<p>I move the Board of Supervisors approve the Performance Incentive Grant amount of \$63,208.32 for FY26, with such payment to be made to the Economic Development Authority of Fluvanna County, Virginia, and for subsequent remittance to the developer Monticello Coves Realty Partners LP, and further authorize a supplemental appropriation of \$63,208.32 from Unassigned Fund Balance for payment of the grant funds.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator and Dan Whitten, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	<p>At the March 2, 2022 Board of Supervisors meeting, the board approved the Development and Performance Agreement for the Coves at Monticello affordable workforce housing complex, by agreeing to provide semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment, which is billed after a certificate of occupancy for the project is issued.</p> <p>The first real estate tax bill meeting the terms of the Development and Performance Agreement was for real estate taxes due June 5, 2025, and the developer has paid the first real estate tax bill based upon the increased assessment. The developer has also meet all other milestone terms in the agreement. The stipulated (base) 2021 assessed value of the property per the agreement is \$71,439.14. The current assessed value of the property to \$16,926,992.00. The difference between the assessed values is \$16,855,552.86 and at a current real estate tax rate of \$0.75 per 100, that equals an annual 2025 Performance Incentive Grant of \$126,416.65, equaling a first half payment at \$63,208.33 and second half payment at \$63,208.32, which is now due.</p>				
FISCAL IMPACT:	A decrease of \$63,208.32 for the Performance Incentive Grant from Unassigned Fund Balance for FY26.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				

ENCLOSURES:	Development and Performance Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X		X	

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Agreement”) made and entered into this 2nd day of March, 2022 (the “Effective Date”), by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF FLUVANNA COUNTY, VIRGINIA**, (“the EDA”) **MONTICELLO COVES REALTY PARTNERS LP**, a Virginia limited partnership (the “Developer”), and the County of **FLUVANNA**, a political subdivision of the Commonwealth of Virginia (the “County”). The EDA, the Developer and the County are collectively referred to herein as the “Parties”, and each as a “Party.

WHEREAS, the Developer intends to develop affordable housing on a portion of Fluvanna County Parcel Number 8-A-A14A3, located on Thomas Jefferson Parkway, Palmyra, (in the County of Fluvanna, Virginia), Virginia, such portion being 6.315 acres, more or less, identified as Parcel C (the “Property”) on that plat (the “Plat”) of Foresight Survey, P.C. dated January 25, 2022, entitled “Final Subdivision Plat of Tax Map 8 Parcel A-A14A3 Colonial Circle, Cunningham District, Fluvanna County, Virginia” recorded in the Fluvanna County Circuit Court Clerk’s Office as Instrument No. 220000506, in substantial conformance with the Schematic Site Sketch (the “Schematic”) which is not a formal site plan and has not been submitted to or approved by the County (referred to herein as the “Project”). Such Project will also be consistent with that Preliminary Master Plan for Colonial Circle Residential Planned Community (R-3) approved by the County on June 19, 2019 (the “Master Plan”). Such Plat, Schematic and Master Plan are attached hereto as Exhibit 1, Exhibit 2 and Exhibit 3, respectively, and made a material part hereof. The Property and the Project will be developed as a multi-family residential development; and

WHEREAS, the Fluvanna County Board of Supervisors ("Board of Supervisors") desires to promote economic development, the increased viability of Fluvanna County, Virginia, and encourage affordable quality housing for all income levels in the County of Fluvanna, Virginia pursuant to the Fluvanna County Comprehensive Plan, see list of relevant excerpts from the Fluvanna County Comprehensive Plan attached hereto as Exhibit 4 and made a material part hereof; and

WHEREAS, the public purposes for the County and the EDA to enter into this Agreement include: (i) pursuant to Virginia Code Sections 15.2-953, 15.2-1205, and 15.2-4901, the promotion of economic development and the increased vitality of the County of Fluvanna, Virginia; and (ii) pursuant to Virginia Code Section 15.2-4905, since Fluvanna County has not activated a housing authority as provided by Virginia Code Sections 36-4 and 36-4.1, to promote safe and affordable housing facilities used primarily for single or multi-family residences, in the Commonwealth of Virginia and to benefit the safety, health, welfare, and prosperity of residents of the County of Fluvanna, Virginia; and

WHEREAS Virginia Code Section 15.2-953, allows the County to give funds to the EDA for the purposes of promoting economic development; and

WHEREAS Virginia Code Section 15.2-1205, allows the County to give, lend or advance in any manner that it deems proper funds or other County property, not otherwise specifically allocated or obligated, to the EDA; and

WHEREAS, Virginia Code Section 15.2-4905(13) allows the EDA to make loans or grants to any person, partnership, association, corporation, business, or governmental entity in furtherance of the purposes of the Industrial Development and Revenue Bond Act (Virginia Code Sections 15.2-4900 et seq.), including for the purposes of promoting economic development and

affordable housing in municipalities whose housing authorities have not yet been activated, provided that any loans or grants are made only from revenues of the EDA which have not been pledged or assigned for the payment of any of the EDA's bonds; and

WHEREAS, Virginia Code Section 15.2-4901, grants the EDA, since no housing authorities have been activated as provided by §§ 36-4 and 36-4.1 in Fluvanna County, the powers contained herein with respect to facilities used primarily for single or multi-family residences in order to promote safe and affordable housing in the Commonwealth of Virginia and to benefit thereby the safety, health, welfare, and prosperity of the inhabitants of the Commonwealth of Virginia; and

WHEREAS, on August 4, 2021, the Board of Supervisors was presented with Developer's proposed plan for the Project and the Developer's proposal that the Board of Supervisors consider making a commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to its review and approval in its sole discretion of an agreement on the terms related thereto among the Parties, but no resolution was made by the Board of Supervisors at such time; and

WHEREAS the EDA desires to promote and encourage the economic development and vitality of the County and assist in providing affordable quality housing in the County by agreeing to provide the Developer with any grants submitted to the EDA by the County to support the development of affordable housing in the County; and

WHEREAS the Board of Directors of the EDA approved a Resolution on

14th, February, 2022 agreeing to the terms of this Agreement and authorized the Chairman of the EDA to sign this Agreement on behalf of the EDA contingent on the approval of the Agreement by the Board of Supervisors; and

WHEREAS the Board of Supervisors approved a Resolution on March 2, 2022, expressing the County's commitment to support the development of affordable housing by agreeing to provide the Project with semi-annual grants through the EDA based on a certain percentage of the taxes paid by the Developer due to the increased real estate assessment subject to and agreeing to the terms of this Agreement and authorized the County Administrator to sign this Agreement on behalf of the County after approval as to form by the County Attorney.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations herein contained, and other good and valuable consideration, the parties agree as follows:

1. The Developer agrees to the following:
 - (a) The foregoing recitals are incorporated into this Agreement by reference as material parts hereof.
 - (b) The Developer agrees to develop the Project in substantial conformity with Schematic and the Master Plan. This Agreement is contingent upon the County's approval of the Final Site Plan for the Project (the "Final Site Plan"); and that such Final Site Plan is approved no later than September 1, 2022, however, this Agreement is not, and shall not be construed as any approval of any site plan(s) not previously approved by the County. This Agreement shall be contingent on the Final Site Plan being in all material respects consistent with the Schematic, Master Plan and this Agreement, if the Final Site Plan is inconsistent therewith or if the Final Site Plan is not approved by September 1, 2022, then this Agreement shall be null and void and of no further

force and effect and the County and the EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below. The Developer specifically agrees to develop at least one hundred twenty-four (124) single and/or multi-family residential units reserved for households with total combined average incomes less than 60% Area Median Income (AMI) in accordance with the plan of the Virginia Housing Development Authority (“Virginia Housing”) for the allocation of low-income housing tax credits as amended effective January 1, 2019. This Agreement shall apply to all affordable units developed pursuant to an approved Final Site Plan for the Project consistent with the terms of this Agreement. The Developer shall certify annually to the County Administrator that these affordable housing uses are continuing with respect to the Project.

(c) The Developer shall obtain site plan and building permit approval from the County to construct at least one hundred twenty-four (124) single and/or multi-family residential units at the Project. The Developer shall certify to the County it has been allocated federal low-income housing tax credits eligible for affordable housing development as administered by Virginia Housing and has obtained approval from a reputable financial institution agreeing to finance the construction of the buildings and appurtenant site improvements related to the Project. The Developer shall certify that the Final Site Plan confirms in all respects to the requirements of this Agreement.

(d) The Developer agrees to begin construction of the Project within One Hundred Eighty (180) days of obtaining building permit approval, subject to force majeure events or written agreement of the parties extending such time period. Notwithstanding the foregoing, if the Developer does not obtain building permit approval related to the Project within two (2) calendar years of the Effective Date of this Agreement, then this Agreement shall be null and void and of

no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative, as defined below.

(e) The Developer shall complete the construction of the Project in accordance with the Final Site Plan and in substantial accordance with the approved conceptual elevation and obtain the required final certificate of occupancy (the "First C.O.") for the first building within thirty-six (36) months from the date construction begins (the date construction begins on the Project is the date the Developer obtains its first building permit related to the Project), subject to a written agreement of the parties extending such time period. The Project shall be fully and finally completed within seventy-two (72) months from the date construction begins on the Project, subject to a written agreement of the parties extending such time period. If the Developer does not obtain the required certificate of occupancy for the first building of the Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no obligations hereunder whatsoever and no obligations to provide the Performance Initiative. If the Developer does not obtain the required certificate of occupancy for the entire Project by the date required by this Agreement, then this Agreement shall be null and void and of no further force and effect and the County and EDA shall have no further obligations hereunder whatsoever and no obligations to provide the Performance Initiative.

(f) The Developer agrees to continuously operate and to maintain the Project during the term of this Agreement and be responsible for all maintenance, taxes, insurance and other costs associated with the Project. If the use of the Project changes during the term of this Agreement, the Performance Incentive will no longer be provided. If any County taxes on the Project are delinquent during the term of this Agreement, the Performance Incentive will not be provided until

the delinquency is satisfied. Any late fees, interest charges or penalties related to any delinquency shall be paid by Developer and will not be included in the funding for the Performance Incentive.

2. The County agrees to the following:

(a) The County agrees to provide to the EDA funding for a Performance Incentive Grant (the “Grant” or the “Performance Initiative”) over a time period commencing with the first real estate tax bill that is based on an increased assessment of the Property due to development of the Project which is billed after the First C.O. for the Project is issued and ending fourteen (14) years from the date of issuance of the First C.O. for the Project. The Performance Incentive Grant shall be as follows:

(i) Commencing on the date of issuance of the first tax bill reflecting an increased assessment arising out of the development of the Project after issuance of the First C.O. for Project and through 10 years after the issuance of the First C.O. for the Project, the annual grant shall be based on 100% of real estate taxes paid on the tax increment (the amount of future increases in the real estate tax assessment above the existing assessment related to the Project contemplated under this Agreement) (the “Tax Increment”) of the Property owned by the Developer and comprising the Project. At the time of the initial request from the Developer in 2021, the Property was designated as a 6.315 acre portion of prior Fluvanna County Tax Parcel Number 8-A-A14A (the “Tax Parcel”) (currently parcels 8-A-A14A (42.232 acres), 8-A-A14A2 (7.817 acres) and 8-A-A14A3 (10.883 acres)) which consisted of a total of 60.932 acres. The Project portion of the total Tax Parcel = 10.36%, which shall be determined annually by subtracting (i) the stipulated 2021 assessed (*pro rata*) value of the Property of \$71,439.14 [=2021 Total Assessed Value of prior 8-A-A14A \$689,300 * 10.36%] from (ii) the future assessed value of the Property (as then subdivided from the total Tax Parcel) based upon a re-assessment of the Property arising out of development of the

Project (as determined by the Fluvanna County Commissioner of the Revenue on an annual basis). Notwithstanding the foregoing, any portion of the future assessed value relating to any re-assessment of the Property arising out of development of anything other than the residential units compromising the Project and contemplated by this Agreement shall not be paid by the Developer and shall not be a part of the Tax Increment and no grant shall be paid by the EDA to the Developer related thereto.

(ii) In year 11, the Grant shall be based on 80% of the real estate taxes paid on the Tax Increment. In year 12, the Grant shall be based on 60% of the real estate taxes paid on the Tax Increment. In year 13, the Grant shall be based on 40% of the real estate taxes paid on the Tax Increment. In year 14, the Grant shall be based on 20% of the real estate taxes paid on the Tax Increment.

(b) The County shall provide to the EDA the required funding for the Grant semi-annually subject to the terms and conditions of this Agreement. The County shall provide the EDA the required funding for the Grant within thirty (30) days after the Developer has paid the full amount of the assessed County real estate taxes due for the applicable half of the year.

(c) The Grant shall commence with the first real estate tax bill issued that is based on an increased assessment of the Property due to development of the Project after the issuance of a certificate of occupancy (which may be a temporary certificate of occupancy) for the Project. The Grant shall continue to be paid for a period of fourteen (14) years from the date of issuance of the final certificate occupancy for the Project.

3. The EDA agrees to the following:

(a) Subject to the Developer performing each and all of its obligations under this Agreement, the EDA agrees to, on a semi-annual basis, and within thirty (30) days of receipt of the

semi-annual Grant funding from the County, to disburse the Grant funding proceeds to the Developer consistent with the terms and conditions of this Agreement as requested by the County.

(b) The EDA shall have no obligation to the Developer to provide the Grant if the County does not first provide the EDA with the funds. The EDA's only obligation to the Developer is to provide the Developer with the Grant funds that were provided to the EDA by the County.

4. This Agreement shall be governed by, construed, interpreted and the rights of the parties determined in accordance with the applicable laws of the United States and the Commonwealth of Virginia, without regards to conflicts of law principles. The venue for any dispute between the parties relating to this Agreement shall be exclusively state courts of competent jurisdiction in Fluvanna County, Virginia or the United States District Court, Western District of Virginia, Charlottesville, Virginia.

5. Notice and other correspondence regarding this Agreement shall be in writing and may be hand delivered or mailed through the U.S. Mail (certified return receipt requested) or by national overnight carrier to the following addresses, or to such other or additional addresses as the parties may designate in writing:

EDA:	Fluvanna County Economic Development Authority Attention: Chair Rudy L. Garcia PO Box 546 Palmyra, VA 22963
Developer:	Monticello Coves Realty Partners LP Attention: William Park 1821 Avon Street Extended, Suite 200 Charlottesville, VA 22902
County:	Fluvanna County Attention: Eric M. Dahl, County Administrator PO Box 540 132 Main Street Palmyra, VA 22963

With a copy to:

Fluvanna County Attorney

414 East Jefferson Street
Charlottesville, VA 22902

Notice shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Any notices sent by email shall only be valid with a read receipt and if a copy of the Notice is also sent by regular mail. All notices shall be sent to the addresses set forth above. A party may designate other or additional addresses in writing according to this section.

6. Reporting. At the request of the County, but at least bi-annually, the Developer shall report, document and verify to the County, at the Developer's sole expense, a written report that verifies the Project's progress. The report must be in a form reasonably acceptable to the County Administrator. Upon the County's reasonable request for additional information, the Developer will provide such additional information related to the Project and reasonably satisfactory to the County before disbursement of any subsequent Performance Incentive funds.

7. Default. A Party shall be in default hereunder with respect to any monetary obligations, if such Party fails to make a payment when a payment becomes due and payable and such failure continues uncured for at least 30 days after the receipt of written notice of failure from the non-defaulting party. If a Party fails to perform any other obligation under this Agreement when and as required and such failure continues uncured for at least 60 days after receipt of written notice of failure from a non-defaulting Party. Notwithstanding the foregoing,

any periods for performance related to the construction of the Projects and the timing of completion of the construction of the Projects, or portions thereof including issuance of building permits or certificates of occupancy, shall be non-curable defaults for which the Developer will immediately be in default. In the event of any default by the Developer, the County or the EDA may terminate this Agreement and in the event of a termination on account of a Developer default (i) any funds in escrow with the EDA and not yet paid to the Developer shall be immediately returned to the County; (ii) the Developer shall repay to the EDA all funds received from the EDA pursuant to this Agreement within thirty (30) days of such default including without limitation all of the Performance Incentive; and (iii) the County or the EDA may pursue such other rights and remedies as may be available under law. The EDA shall pay any reimbursed amount received from the Developer back to the County. In the event of a County or EDA default, the Developer may pursue its rights and remedies as may be available under law. In the event the County or EDA bring suit against the Developer to enforce any provision of this Agreement, and the County and/or EDA prevail on the merits, then the Developer shall pay the attorney's fees and costs of the County and EDA.

8. This Agreement shall inure to the benefit of any party acquiring the Project, without the written consent of the EDA or the County so long as the new entity expressly assumes the obligations herein and remains fully liable under this Agreement.

9. Each party shall execute and deliver, or cause to be executed and delivered, any and all instruments, documents and conveyances, and take any and all action as shall be necessary or convenient, required to vest in each party all rights, interests and benefits intended to be conferred in and under this Agreement.

10. This Agreement may be executed in Counterparts, each one of which, when all parties have signed, may be conformed and shall constitute an original document.

11. This Agreement shall be binding on the parties, their respective successors and assigns. Notwithstanding the foregoing, the Developer shall not assign its rights or obligations under this Agreement without the prior written approval of the County and the EDA. An assignment is defined to include a change or transfer of any kind in the ownership (partnership) of the Developer.

12. This Agreement shall be subject to an annual appropriation by the Board of Supervisors. Failure by the Board of Supervisors to appropriate the Grant shall terminate this Agreement with no further obligation upon the part of either party.

13. This Agreement may be amended by the mutual written consent of all the Parties.

14. This Agreement is the full and complete agreement between the Parties and no amendment or modification can be made to this Agreement unless and until it is reduced to writing and executed and delivered by all Parties.

15. This Agreement is intended solely to establish the relative rights and obligations of the Parties and does not create any type of partnership, joint venture, purchaser-vendor, or employer-employee relationship.

16. This Agreement does not confer any rights on any person or entity who is not a party, whether as a third-party beneficiary or otherwise.

17. This Agreement and any action taken by the County, the EDA, or their respective Boards pursuant to this Agreement is not, and shall not be construed to be, a waiver of either sovereign immunity or any other governmental immunity that applies to the County, the County's Board of Supervisors, the EDA, or the EDA's Board of Directors.

18. No County Supervisor or other County officer or employee, and no EDA Director or other EDA officer or employee, shall be personally liable to the Developer if there is any default or breach by the County, the Board, the EDA, or the EDA's Board of Directors pursuant to this Agreement.

19. The Developer agrees to indemnify, hold harmless, and defend the County, the EDA, and their supervisors, officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees), caused or asserted to have been caused, directly or indirectly, by the Developer in connection with the performance of this Agreement. This includes any act or omission of an officer, director, agent, employee, or representative of the Developer, its successors and assigns, to the extent that such liability or damage is caused in whole or in part by such party's default or breach, negligence, or intentional misconduct. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

20. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the later of (i) the Developer's obligations under this Agreement have been satisfied; and (ii) the Developer has received all Grant funds provided for under this Agreement or this Agreement has been sooner terminated by either Party pursuant to the terms of this Agreement.

21. The Developer agrees to pay the reasonable fees of counsel for the EDA related to review of this Agreement up to no more than \$500.

22. Miscellaneous. Headings and captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement. The use of any gender in this Agreement shall refer to all genders, and the use of the singular shall refer to the plural, as the

context may require. The term "including", and variants thereof shall mean "including without limitation." The Parties and their respective legal counsel have fully participated in the preparation and negotiation of this Agreement, and accordingly waive any rule of construction that this Agreement be construed against its drafter. If any provision of this Agreement is held to be invalid or unenforceable to any extent by a court having competent jurisdiction, then the entire Agreement shall be unenforceable, null and void.

WITNESS the following signatures and seals.

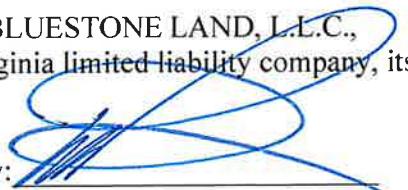
[SIGNATURE PAGES TO FOLLOW.]

DEVELOPER:

**COVES AT MONTICELLO REALTY PARTNERS LP,
a Virginia limited partnership**

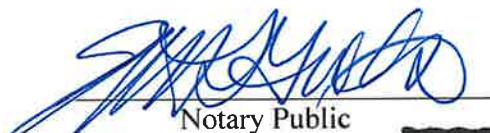
By: Monticello Coves Apartments LLC,
a Virginia limited liability company, its General Partner

By: BLUESTONE LAND, L.L.C.,
a Virginia ~~limited~~ liability company, its Manager

By: 
William N. Park, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF albemarle :

The foregoing instrument was acknowledged before me this 3 day of March,
2022 by William N. Park, Manager of Bluestone Land, L.L.C., a Virginia limited liability
company, in its capacity as the Manager of Monticello Coves Apartments LLC, a Virginia
limited liability company, the General Partner of Monticello Coves Realty Partners LP, on behalf
of the partnership.

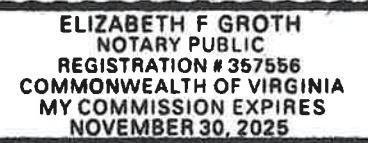


Notary Public

My Commission Expires: 11/30/2025

[SEAL]

Registration Number: 357556



SIGNATURES CONTINUE ON THE FOLLOWING PAGE

**ECONOMIC DEVELOPMENT AUTHORITY
OF FLUVANNA COUNTY, VIRGINIA**

Rudy L. Garcia
Rudy Garcia, Chair

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA:

The foregoing instrument was acknowledged before me this 7 day of March, 2022 by Rudy L. Garcia, Chair, on behalf of the Economic Development Authority of Fluvanna County, Virginia.

Caitlin Solis

Notary Public

My Commission Expires: 06/30/2024

Registration number: 7675991



Economic Development Authority of Fluvanna County

SEAL:

By: Lois Mastro
Lois Mastro, Secretary

COUNTY OF FLUVANNA, VIRGINIA

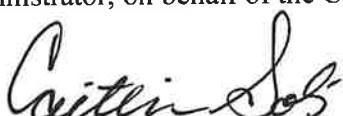


Eric M. Dahl, County Administrator



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Fluvanna :

The foregoing instrument was acknowledged before me this 7 day of March, 2022 by Eric Dahl, County Administrator, on behalf of the County of Fluvanna, Virginia.



Caitlin G. Solis
Notary Public

My Commission Expires: 06/30/2024

Registration number: 7675991

Approved as to form:



County Attorney

220000506.001 **RECORDED FLUVANNA CIRCUIT COURT CLERK'S OFFICE**
TRISTANA P. TREADWAY, CLERK by AFL
INSTRUMENT # 220000506
Feb 10, 2022 AT 11:43 am

PREPARED BY:

Ashleigh M. Pivonka VSB#: 89492
Zunka, Milnor & Carter, Ltd.
414 Park Street, Charlottesville, VA 22902

Tax Map Parcel #: 8-A-A14A3

CERTIFICATE OF PLAT

The attached plat, and courses and distances description made by Foresight Survey PC, dated January 25, 2022, entitled "Final Subdivision Plat Tax Map 8 Parcel A-A14A3, Colonial Circle, Cunningham Magisterial District Fluvanna County, Virginia".

Being a portion of the same property conveyed to Steven L. Peters and Codie C. Peters, husband and wife as tenants by the entirety, by deed from Steven L. Peters and Codie C. Peters dated October 7, 2009 and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 804, page 783. Codie C. Peters passed away on January 25, 2015, and by operation of law, the property vested solely in Steven L. Peters.

SPACE LEFT INTENTIONALLY BLANK

Exhibit 1

220000506.002

WITNESS the following signature and seal.



(SEAL)

Steven L. Peters

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by Steven L. Peters.

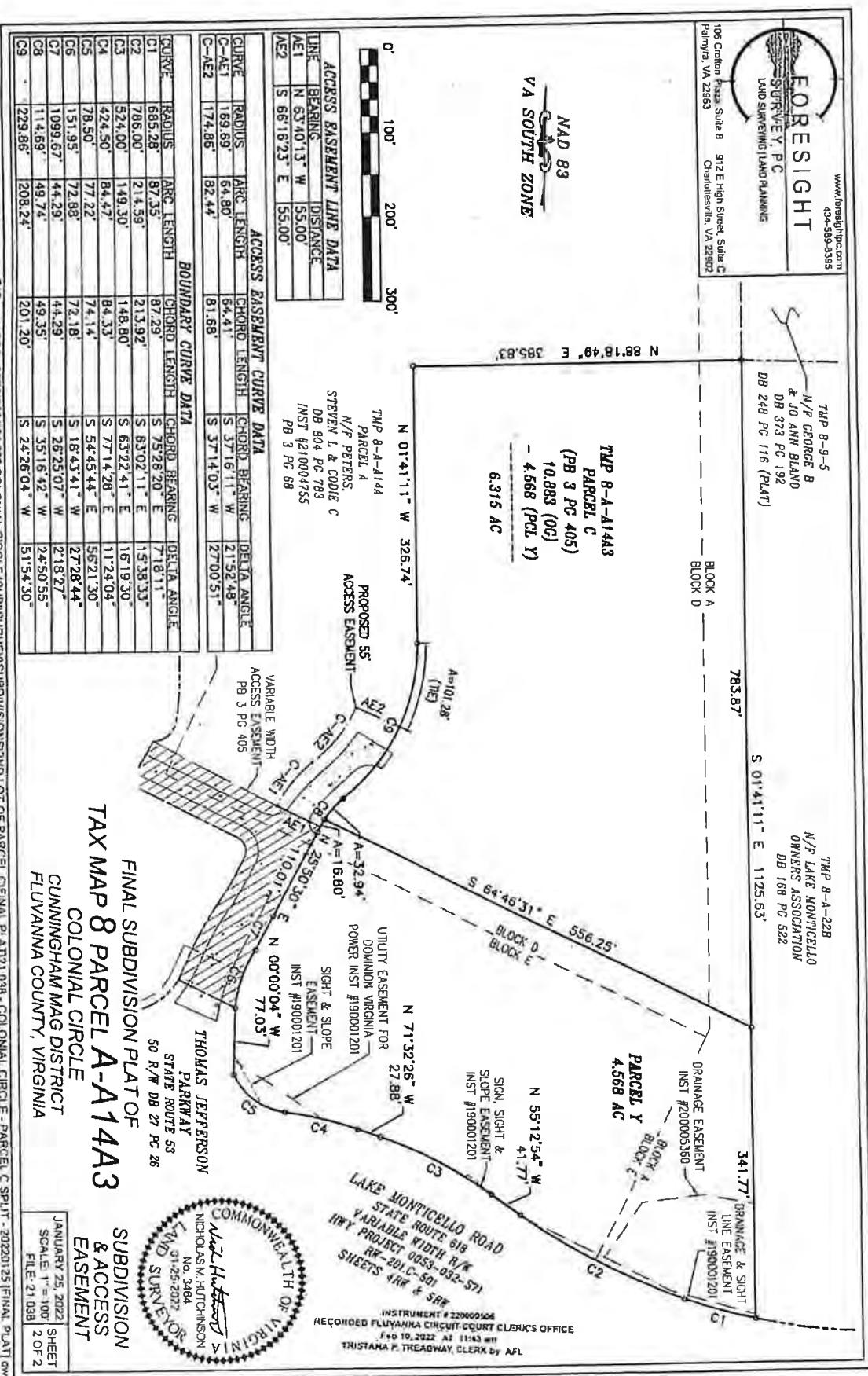


Heather Lynn Glass
Notary Public

My commission expires: 08/31/2024

Notary Registration Number: 7523740







Fluvanna County Circuit Court
Tristana P. Treadway, Clerk
72 Main Street
Palmyra, VA 22963
(434)591-1970

Receipt For : TAYLOR & ZUNKA
Cashier : AFL

Instrument Type : AF
 Instrument # : 220000506

Pages : 4

1st Grantor: COLONIAL CIRCLE
 1st Grantee: COLONIAL CIRCLE

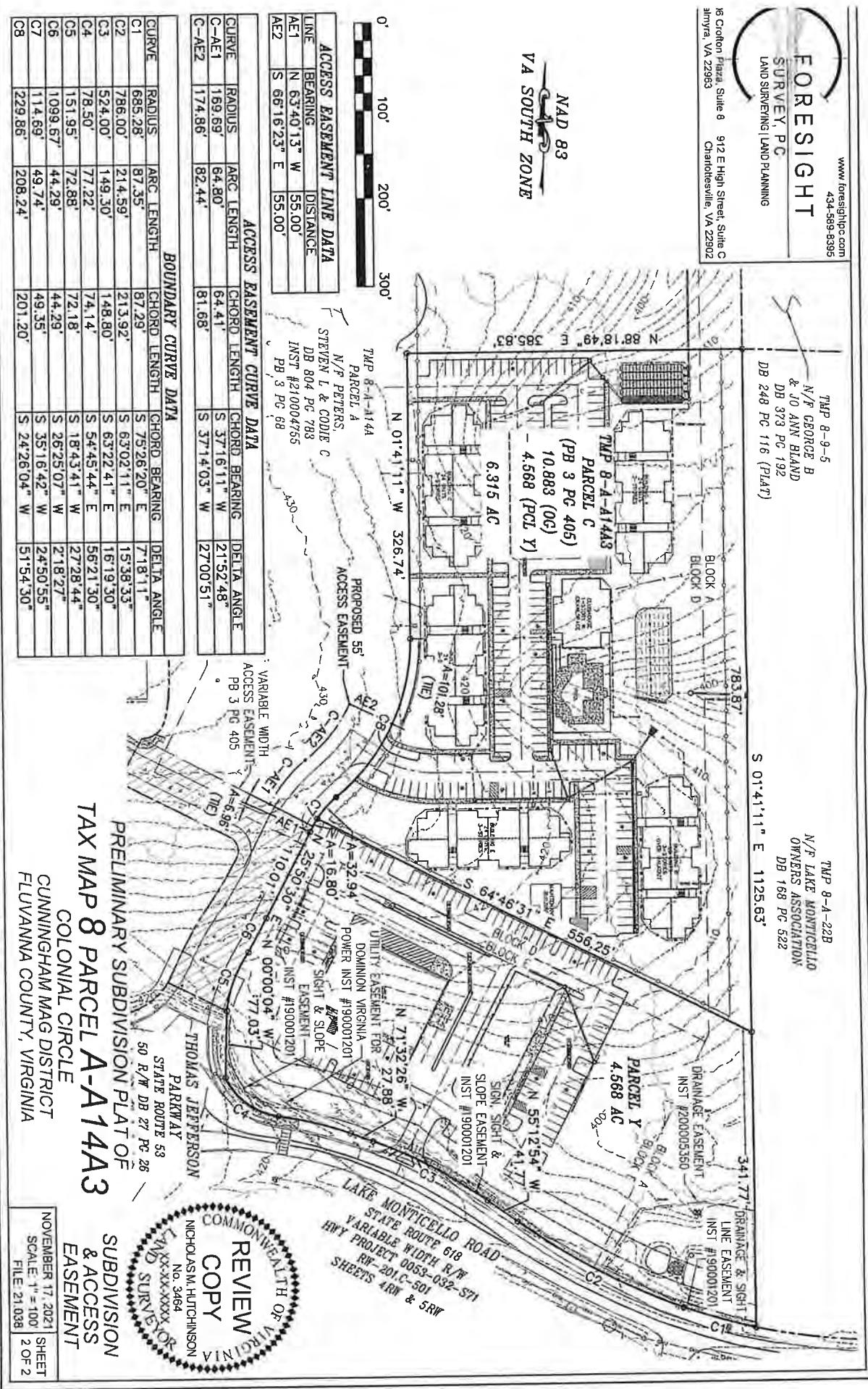
Description:

Consideration: 0.00 Assumed Value: 0.00

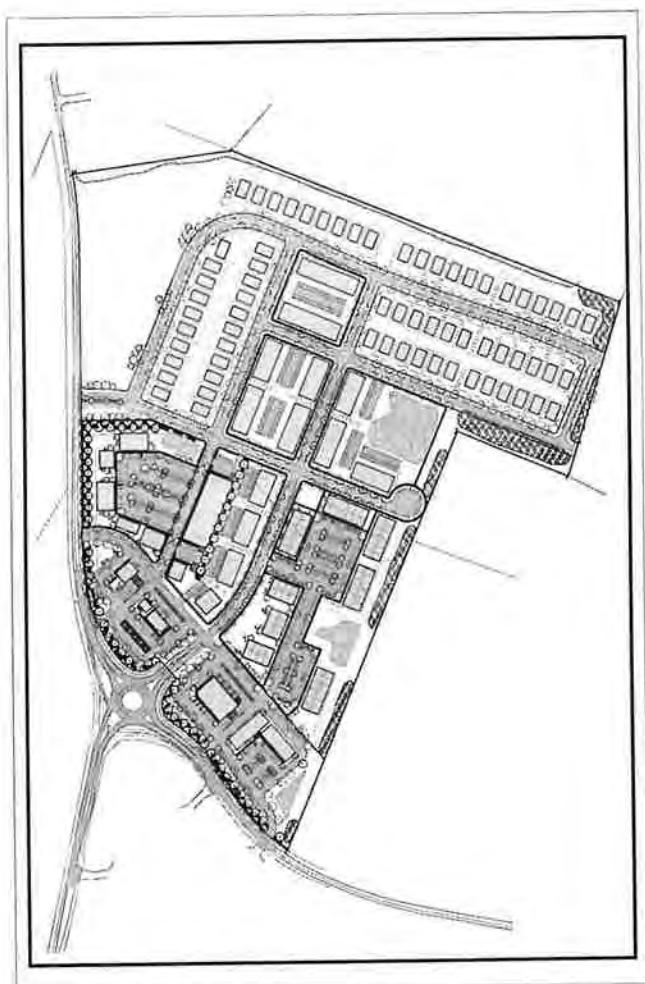
Receipt #: 2022-011683
 Date : 02/10/2022 11:43am
 Document : 1 of 1
 Ex : N
 Ex : N

Pct : 100.00%
 1st City: Y

Item #	Description	Qty	Unit Cost	Extended
035	VOF	1	3.00	3.00
301	Clerk Fee	1	14.50	14.50
145	VSLA	1	3.50	3.50
106	TTF	1	5.00	5.00
Document 1				26.00
Grand Total				26.00
Check 10192				-26.00
Balance				0.00



RESIDENTIAL PLANNED COMMUNITY (R-3)
 PRELIMINARY MASTER PLAN FOR
COLONIAL CIRCLE



SHIMP
 ENGINEERING

PROJECT MANAGEMENT
 CIVIL ENGINEERING
 LAND PLANNING

REZONING APPLICATION PLAN FOR:
 TAX MAP 8-(A) PARCEL A-4(A)
 CUNNINGHAM MAGISTERIAL DISTRICT
 FLUVIANA COUNTY, VIRGINIA
 APPLICATION DATE: December 3, 2018
 REVISED: January 3, 2019
 April 3, 2019
 June 6, 2019
 CURRENT REVISION DATE:

912 EAST HIGH STREET : CHARLOTTESVILLE, VA 22902 : (434) 227-5140

SHEET INDEX

- C1 - COVER SHEET
- C2 - EXISTING BOUNDARY / ZONING CONDITIONS
- C3 - EXISTING CONDITIONS / DEMOLITION
- C4 - CONCEPTUAL PLAN OF DEVELOPMENT
- C5 - BLOCK GUIDELINES
- C6 - ENGINEERING GUIDELINES
- C7 - DESIGN GUIDELINES / DETAILS / SECTIONS
- C8 - CONSISTENCY WITH COMPREHENSIVE PLAN

Exhibit 3

VICINITY MAP (created from Google Earth)

SCALE: 1" = 1,000'



EXISTING CONDITIONS NOTES:

1. BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY & ASSOCIATES, CHARLOTTESVILLE, VA.
2. COUNTY PLANNING COMMISSION APPROVED BY FLUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2015.
3. ZUP 150Z CREATING A 1.5 ACRE B-1 COMMERCIAL DISTRICT ON SITE WAS APPROVED BY THE FLUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2015.
4. THE SITE LIES WITHIN THE FLUVANNA COMMUNITY PLANNING AREA.
5. PROPERTY LIES WITHIN THE WATER AND SEWER IMPROVEMENT AREA FOR DIA, VIRGINIA, INC.
6. STREAMS AND WETLANDS HAVE NOT BEEN IDENTIFIED ON THIS SITE.
7. IMPROVEMENTS SHOWN AT THE INTERSECTION OF S.R. 53 AND R.R. 616, IN CONJUNCTION WITH THIS APPLICATION, PROVIDED TO FLUVANNA COUNTY PLANNING COMMISSION AS PART OF THE REGIONAL LANDSCAPE AND TRANSPORTATION PLAN.



EXISTING BOUNDARY / ZONING CONDITIONS	
1. BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY & ASSOCIATES, CHARLOTTESVILLE, VA.	2. COUNTY PLANNING COMMISSION APPROVED BY FLUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2015.

R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
 FLUVANNA COUNTY, VIRGINIA

LINE	DECLE.	RADUS	ARC	END PT.	END PT. DEGREES BEARING
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C76	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C77	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C78	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C79	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C80	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C81	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C82	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C83	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C84	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C85	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C86	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C87	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C88	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C89	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C90	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
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C96	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C97	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C98	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
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C101	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C102	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C103	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C104	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C105	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C106	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C107	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C108	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C109	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C110	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
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C112	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C113	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C114	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C115	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C116	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C117	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C118	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C119	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C120	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C121	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C122	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C123	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C124	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C125	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
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C127	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
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C129	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C130	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C131	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C132	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C133	18 04 45	691.20	283.07	131.57	223.91 N 01 04 W
C13					

VIENNA MAP: (Created from Google Earth)

SCALE: 1" = 1,000

EXISTING CONDITIONS NOTES:

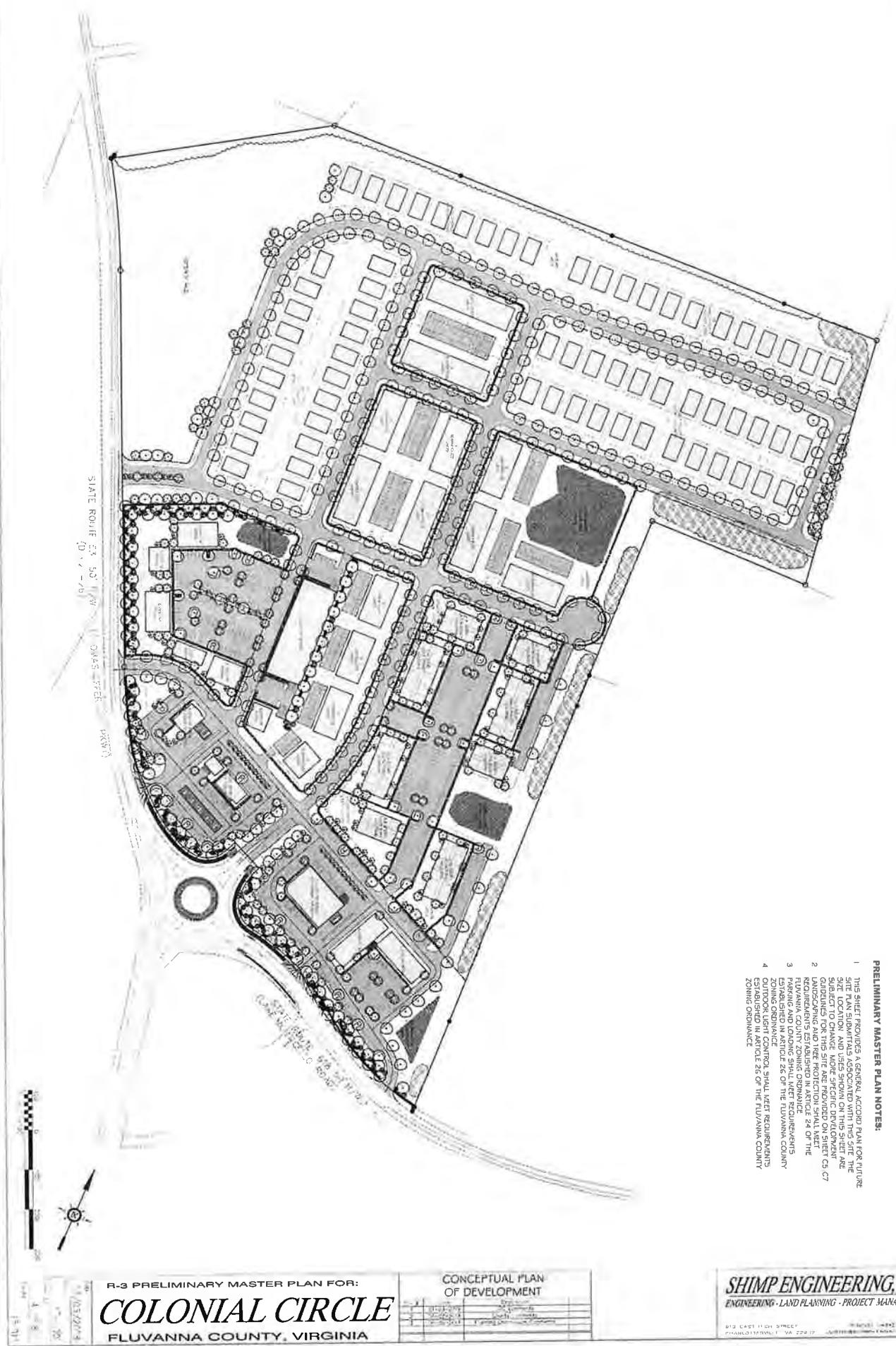
- 1 BOUNDARY SURVEY INFORMATION PROVIDED BY ROGER W. RAY ASSOCIATES, CHARLOTTESVILLE, VA.
- 2 TOPOGRAPHY (AT INT'LS) PROVIDED BY ALUVIANA
- 3 DRAFT CO. REPORT, DRAFT C-1, COMMERCIAL DISTRICT ON THE SITE, WAS APPROVED BY THE RUVANNA COUNTY BOARD OF SUPERVISORS ON OCTOBER 21, 2010
- 4 THE SITES WITHIN THE RUVANNA COMMUNITY PLANNING AREA
- 5 INDUSTRIAL AREA, RIVER, WATER, AND SEWER SYSTEMS, STREAMS, AND WILDLIFE HAVE NOT BEEN IDENTIFIED ON THIS SITE.
- 6 IMPROVEMENTS SHOWN AT THE INTERSECTION OF S.R. 53 AND S.R. 6, IN CONJUNCTION WITH THIS APPLICATION, PLANS REFLECT PRELIMINARY CONSTRUCTION DRAWINGS AS PROVIDED BY THE REGULATORY DRAFTMAN OR TRANSPORTATION.

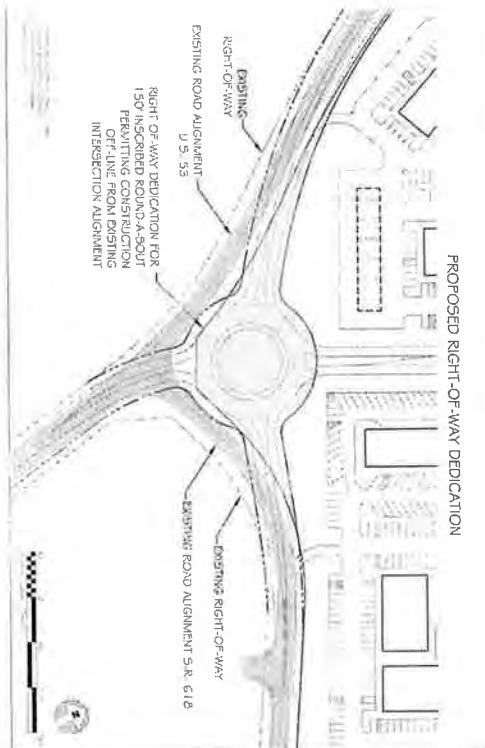
EXISTING CONDITIONS / DEMOLITION

11

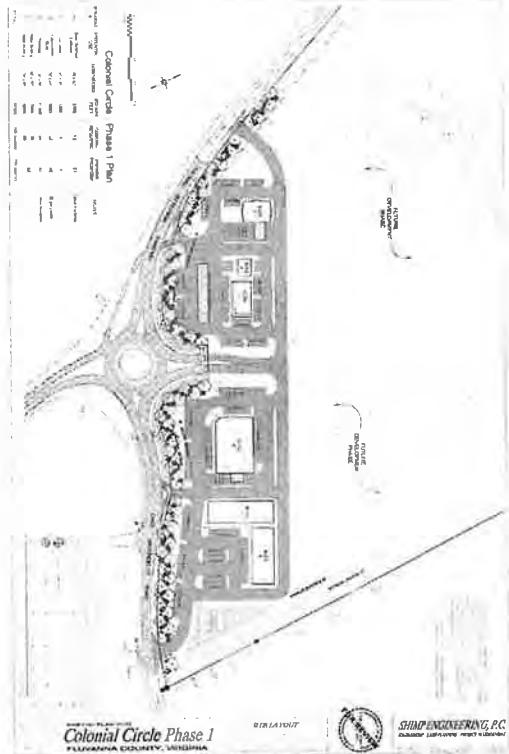
R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
FLUVANNA COUNTY, VIRGINIA

SHIMP ENGINEERING, P.C.
ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT

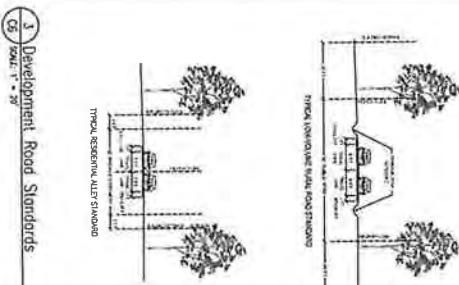




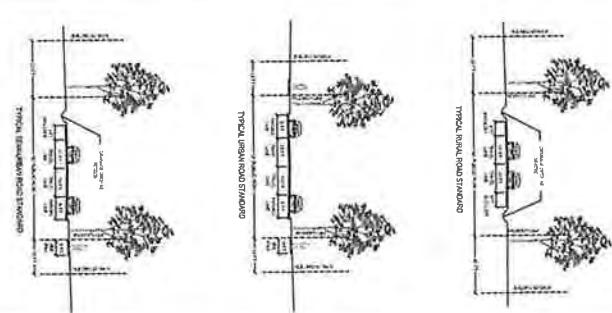
1 Previously approved sketch plan for commercial
05/2024



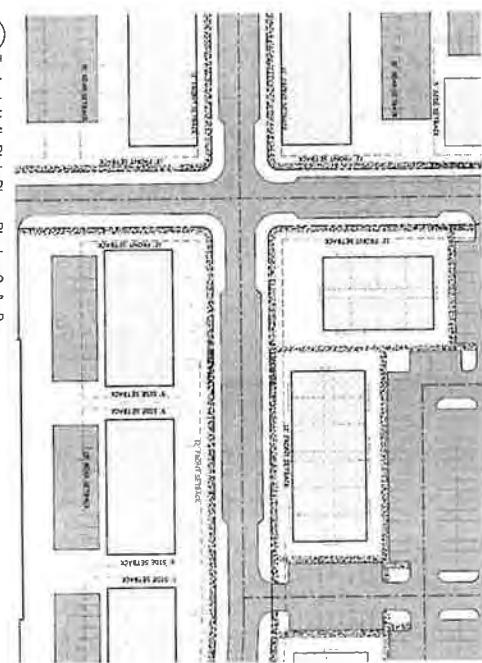
Colonial Circle Phase 1
FLUVIANA COUNTY, VIRGINIA



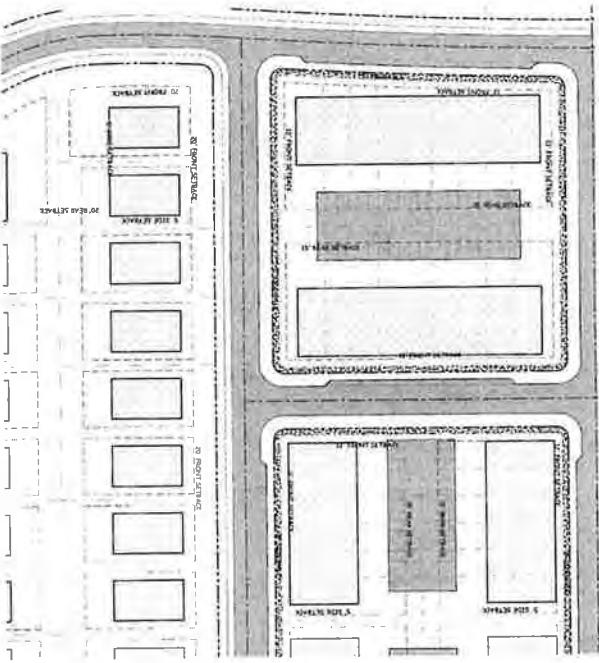
J Development Road Standards



Typical Unit Plot Plan: Blocks B & C



5
C6 Typical Unit Plot Plan: Blocks C & D
SCALE 1" = 50'



DESIGN GUIDELINES

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Consequently, it is not surprising that the *Journal of the American Revolution* has been the most successful of the new periodicals. It has a circulation of 10,000, and is well received by the public. It is a good journal, and deserves to be read by all who are interested in the history of the American Revolution.

Figure 11-1. Neighborhood Street Use around Lake Monicello



R-3 PRELIMINARY MASTER PLAN FOR:
COLONIAL CIRCLE
 FLUVANNA COUNTY, VIRGINIA

CONSISTENCY WITH THE COMPREHENSIVE PLAN

SHIMP ENGINEERING, P.C.
ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT

THE EAST HIGH STREET
CHARITYHOUSE, 14 22008. *INTERIOR-EXTERIOR-ENGINEERING-CON-*

Fluvanna County Comprehensive Plan

https://www.fluvannacounty.org/sites/default/files/fileattachments/planning_amp_zoning/page/4601/2015_comp_plan.pdf

Page 5	Fluvanna County's Comprehensive Plan is divided into twelve interconnected subjects. On Page 5, it notes "the plan sets forth a vision for each, describes the existing conditions regarding that issue, and recommends a course of action with specific goals and implementation strategies."
Page 5	Chapter 2 maps Fluvanna County's future form, mindful of the residents' individual property rights and the community's development goals.
Page 5	Chapter 5 addresses visions for "Economic Development" in Fluvanna County. It notes "economic development is essential to a sustainable Fluvanna County" and the chapter reinforces the "growth-area concept and sets forth the strategy for implementing the community planning areas".
Page 6	Chapter 8 discusses plans for "Housing" in Fluvanna County. "To remain sustainable and livable, the community needs diverse and affordable housing. Affordable housing serves homes making 80 percent or less of the area median income (AMI). Rent or mortgage plus utilities also must not exceed 30 percent of monthly gross income."
Page 6	Chapter 9 details considerations for "Human Services" in Fluvanna County. It notes that "human service needs, particularly for low-and-moderate families, are related to affordable housing, and demand for services in Fluvanna County continues to rise."
Page 29	Page 29 states "six areas - Lake Monticello (Rivanna), Palmyra, Zion Crossroads, Scottsville, Fork Union, and Columbia - are designated growth areas established pursuant to the Code of Virginia (Section §15.2-2223.1). These areas are also referred to as Community Planning Areas, or CPAs." The development parcel for Colonial Circle is located in Fluvanna County's "Palmyra" Community Planning Area.
Page 39	The Community Element Matrix provided on Page 39 shows two particular configurations of development best-suited for multifamily usage: Village and Rural Cluster. In both of these developments, the usage mix is targeted for 25-50% multifamily residential; the highest proportionate usage of multifamily for any of the development configurations.
Page 40	On page 39, the plan notes that "affordable housing and workforce housing are vital to the community" and that "many affordable homes will be...multifamily structures." Presently, no multifamily apartments - affordable or market-rate - are available in Fluvanna County on the scale of what has been conceived with Colonial Circle. Additionally, density incentives are supported for affordable housing in five of the six Community Planning Areas (Zion Crossroads, Rivanna, Palmyra, Fork Union, Scottsville).
Page 55	One of the recommendations for the Palmyra Community Planning Area is the guidance of village-scaled development. This section specifically notes Palmyra's desired role in "fostering village-scaled developments that include a mix of building types...including affordable housing." Palmyra is one of two Community Planning Areas in Fluvanna County with an explicit recommendation to support the creation of affordable housing.
Page 119	Chapter 8 provides a definition of affordable housing in Fluvanna County. "Affordable housing is defined as housing which costs less than 30 percent (of) the monthly gross incomes of residents whose household incomes are 80 percent or less of the area median income." It also notes that "the addition of multifamily units to the housing mix would increase Fluvanna's housing options and availability."
Page 121	Chapter 8 notes that "Fluvanna County is outperformed by its neighbors in terms of the provision of affordable housing". It specifically highlights that "partnerships are critical to the effective provision of affordable housing and local government action in collaboration with developers...makes for stronger, more cohesive, and more sustainable housing programs."
Page 130	Chapter 9 describes that "affordable home ownership is a continuing and increasing concern as the cost of homes continues to rise much faster than household incomes". It also describes that "Fluvanna County needs a variety of affordable housing opportunities for...rentals."
Page 161	The Comprehensive Plan culminates with "Implementation Goals and Strategies" starting on Page 155. On Page 161, in reference to Chapter 5 and the "Economic Development" of Fluvanna, Community Development, Planning Commission, and Staff are tasked with the ongoing work of "offering incentives for building mixed-income housing, with an emphasis of workforce and affordable housing, in the community planning areas to maximize the use of existing transportation corridors". On Page 163, in reference to Chapter 8 and the "Housing" of Fluvanna, the plan tasks the Planning Commission and Staff with "providing a variety of well-planned housing choices", including "a mix of housing types and densities in individual developments (single and multifamily) as appropriate for area and existing or planned infrastructure", as well as "housing suited to the needs of senior populations - particularly within the community planning areas."

Exhibit 4

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Containerized Live Fire Training Structure Construction Contract with Draeger, Inc.				
MOTION(s):	I move the Board of Supervisors approve the Containerized Live Fire Training Structure Construction Contract with Draeger, Inc. in the amount \$730,305 and authorize the County Administrator to sign the contract subject to approval as to form by the County Attorney				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, County Administrator and Dan Whitten, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> RFP 2025-04 was issued November 14 and closed December 11, 2025 Draeger Inc. and Symtech Fire, LLC both submitted proposals Symtech was unable to complete the project within the timeframe required by the grant Total cost of \$730,305 for construction \$450,000 of this cost will be paid by the grant from the Virginia Department of Fire Programs Construction timeframe of 22-24 weeks Brock Construction, Inc. will be the general contractor for this part of the project. 				
FISCAL IMPACT:	No additional funding is required; the \$280,305 remaining after the state grant will come from the unassigned fund balance which the Board already applied to the project at their September 17, 2025 meeting.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> Containerized Live Fire Training Structure Construction Contract with Draeger, Inc. Proposal from Draeger, Inc. 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

This **Fire Training Building Construction Contract** (the "Contract") dated the _____ day of _____, 2026 is between **DRAEGER, INC.** ("Contractor"), a Pennsylvania corporation authorized to transact business in Virginia, and **FLUVANNA COUNTY** ("County"), a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of Services to the County.

Whereas, on November 14, 2025 the County issued RFP #2025-04 requesting proposals for the Containerized Live Fire Training Structure Project (the "Project"), which RFP exhibits and addenda are attached hereto as **Exhibit 1**;

Whereas, the Contractor submitted its Proposal dated December 10, 2025 (the "Proposal") to the County for the Services and associated options, warranties, and associated work and services, as more specifically described in such Proposal attached hereto as **Exhibit 2** and incorporated herein as a material part of this Contract;

Whereas, the County wishes to purchase, and the Contractor wishes to provide all Services to the County as described in the Proposal for the Project;

NOW THEREFORE, the parties hereby agree as follows:

1. **RECITATIONS AND WARRANTIES:** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. In addition, all warranties required or offered under the Proposal or this Contract for the Services shall be assigned and delivered to the County with the Services.
2. **SCOPE OF SERVICES:** The Contractor agrees that the Services shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Proposal; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") attached hereto as **Exhibit 3**, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Services or performance under this Contract.
3. **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 General Liability	\$1,000,000	per occurrence; \$2,000,000 in the aggregate

Worker's Compensation Amount required by Virginia law

These requirements are minimums. The Contract may specifically require the Contractor to carry additional or higher minimum amounts of insurance; and may include other additional requirements with respect to insurance and the provisions therefor.

The Contractor shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County prior to entering into any Contract with the County. On this Certificate of Insurance, the County shall be named or indicated as additional insureds for comprehensive general liability. No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County and such shall be noted in the policy. The Contractor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Contractor fails to provide the County with acceptable evidence of current insurance within ten (10) days after written request from the County therefor during the any Contract term, then the County shall have the absolute right to terminate the Contractor without any further obligation to the Contractor.

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.

4. **LOCATION FOR SERVICES:** The Services are being completed on certain County Property briefly described as the Fluvanna County Fire Training Center, located at 5725 James Madison Hwy., Fork Union VA 23055.
5. **PERFORMANCE: The Services under the Contract shall be completed no later than March 31, 2027;** time being of the essence. Any warranties on the Services shall begin on the later of the date that the County accepts all the Services without reservation. All applicable warranties, promises and covenants relating to the Services provided for hereunder shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
6. **DAMAGE TO COUNTY PROPERTY:** The Contractor shall repair and/or replace any damage done to any County property by their officers, employees or agents or resulting from Contractor's Services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. To protect the Contractor, the Contactor shall

document any existing damage to the County property prior to commencing work in a writing to the County.

7. **NOTICE:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Fluvanna County, Attn: Linda Mills, Purchasing Officer, 132 Main Street, Palmyra VA 22963, telephone: (434) 591-1930 (billing and service and product inquiries)

Fluvanna County, Attn: Ben Powell, 132 Main Street, Palmyra VA 22963, telephone (434) 960-9219 (service and product inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540, Palmyra VA 22963, telephone (434) 591-1910 (contract inquires)

CONTRACTOR:

Draeger, Inc., Attn: Jim Hawley, 7256 S. Sam Houston Pkwy West, Ste. 100, Houston TX 77085, telephone (234) 430-2930

8. **COMPENSATION:** Consistent with the Proposal, the Contractor shall be paid a flat fee of Seven hundred thirty thousand, three hundred five and NO/100 Dollars (\$730,305.00) ("Contract Price") for the Services, being more specifically described in the Proposal.

9. **PAYMENTS:** Payment and Invoice terms are governed by the County's General Terms subject to the amendments outlined in the Proposal. Any additional services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County Finance Department. The date that the Services are completed in compliance with this Contract to the satisfaction of the County is the "**Completion Date**." In no event may the Contractor charge for travel, mileage, administrative costs, meals, lodging, overhead or other similar costs.

10. **FORCED AND CHILD LABOR PROHIBITION:** Contractor agrees that the use of forced or indentured child labor, as defined by VA Code § 2.2-4311.4, will be prohibited in the performance of this Contract. Contractor agrees to include this prohibition in any subcontract or purchase order that exceeds \$10,000, so that the prohibition is binding upon each subcontractor or vendor.

11. **PERFORMANCE AND PAYMENT BOND REQUIRED:** Consistent with Virginia Code Section 2.2-4337, within ten (10) days after execution of the Contract, the Contractor

will deliver a performance and payment bond in an amount equal to the contract price from an insurer licensed in Virginia.

12. **EXHIBITS AND RESOLVING CONFLICTS:** The rights and duties of the County and Contractor under this Contract are set out herein and in the Exhibits attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County's General Terms as amended by the Proposal, then Exhibit 2, then Exhibit 1. To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, the County's General Terms as amended by the Proposal shall control over the other Exhibits, and Exhibit 2 shall control over Exhibit 1.
13. **MISCELLANEOUS:** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County's General Terms apply.
14. **OTHER TERMS OF THE CONTRACT:** All other terms and conditions of the Contract remain in full force and effect and shall remain binding on the parties hereto.
15. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Contract may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one contract. This Contract may be executed by a Party's signature transmitted by facsimile or email, and copies of this Contract executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

In witness hereof, the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures.

[Signature page to follow]

Contractor:

Draeger, Inc.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney

Customer:

**County of Fluvanna, a political subdivision of
the Commonwealth of Virginia**

By: _____

Name: _____

Title: _____

Date: _____

Value Proposal

PREPARED FOR
COUNTY OF FLUVANNA

DRÄGER

Proposal issued:
12.10.2025

Proposal valid
until 01.10.2026



Technology for Life

Contents

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Technology for Life

Draeger, Inc.

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

December 10, 2025

Re: Proposal Submission – 2025-04 RFP Containerized Live Fire Training Structure Project

Dear Selection Committee,

On behalf of Drager Inc., I am pleased to submit our proposal in response to the County of Fluvanna – 2025-04 RFP. We appreciate the opportunity to be considered for this important project and are confident that our team's experience, approach, and commitment to excellence align with your goals and expectations.

Our proposal outlines a comprehensive strategy to deliver a Containerized Live Fire Training Structure Project supported by a qualified team with a proven track record in similar engagements. We are enthusiastic about the potential to collaborate with the County of Fluvanna and contribute meaningful results.

Thank you for your consideration. Please feel free to contact me at +1 234 430 2930 or jim.hawley@draeger.com if you have any questions or need additional information.

Kind regards,

Jim Hawley
 Regional Sales Manager / Engineered Solutions

5 Containers – Fluvanna County, VA Spec List

County of Fluvanna, VA

132 Main Street

Palmyra, VA 22963

Contact: Mr. Ben Powell

bapiii@aol.com

434-960-9219

Site location :

5725 James Madison Hwy.

Fork Union, VA23055

3 Story Fire Containerized Live Fire Training Structure with Tower.

1. NFPA 1402 and OSHA approved design.
2. Containerized Live Fire Training Structure drawings and fabrication drawing.
3. Pre-Sales and fabrication drawings are required for review.
4. PE Sealed Drawings provided for the state of VA.
5. 5 – 40' Once Used Standard height containers with one of the containers being vertical.
6. A Virginia Licensed General Contractor is required unless otherwise noted.
7. Color TBD but most likely Urban Bronze with Red Windows, Doors, Railings and Parapets. The County Colors could also be an option.
8. Estimated Delivery date late spring or summer of 2026.
9. All rental equipment for installation such as Crane, Generators, Man Lifts and telehandler will be provided by Offeror unless otherwise clarified.
10. Two Days Train the Trainer related to fire dynamics instruction needed. Two instructors needed that are seasoned veterans of training on a Containerized Live Fire Training Structure. Background information may be required to show experience.
11. Prevailing wages and reporting are not required.
12. Offeror is responsible to provide a Class A General Contractor to pull any permits needed for the installation.
13. All Doors and windows shall be lockable.
14. Add rain guards above all exterior windows and doors.
15. Fluvanna County will provide any decals required, and Offeror will provide area for decals to be installed.
16. A total of 2 Burn Chambers. One as a rollover and the other as a room and contents.
17. A total of 4 burn cans needed for initial phase of training.
18. Hose holes and standpipe valving required.

19. One TMS system with remote capabilities. Two probes in each burn zone. High temperature wiring is required along with Sealtite conduit and fittings leading down to a sealed fixture which contains the TMS monitor.
20. A, B, C, D orientation signs required.
21. NFPA compliant signs required.
22. One Standpipe required with internal and external hose valve connections. Hose connections are the determination of Fluvanna County.
23. Training props will include a sprinkler simulation in one room in the ceiling with two open sprinkler heads with supply piping from the fire department connection with control valve.
24. Two flagpole mounting locations located on the top of the vertical tower.
25. Design of each burn chamber is at the discretion of Fluvanna County's Training Staff.
26. Caged, lockable doors for each entry into the 40' vertical container. This is for fall protection. All doors will be able to open fully and secured out of the way as needed.
27. Industrial caged ladder to the top of the vertical tower.
28. All entry points or rappelling points are required to have rope protection.
29. Any bailout window or ladder operations shall incorporate a ladder tie off mechanism.
30. Tripod drop zone access off roof of Container #4.
31. Full three tier maze system required in two locations.
32. One cuttable roof vent prop with raised vent located beneath prop.
33. Two established low flow nozzles are required.
34. Clean out platform and clean out chute for second level burn room.
35. Bailout windows and swivel anchors required/minimum of 10,000 lbs. rated swivel anchors.

Exhibit 4

OFFEROR STATEMENT

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

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

Name of Entity: Draeger, Inc.

By: Karen McGaskey (SEAL)
Signature

Print Name: Karen McGaskey Print

Title: Bid Coordinator

STATE OF PA.

COUNTY/CITY OF Bucks, to-wit:

The foregoing instrument was acknowledged before me this 10th day of December (month),
2025 (year) by Karen McGaskey (Print Name),
Bid Coordinator (Print Title) on behalf of Draeger, Inc.
(Name of Entity).

Paula Vander West

[SEAL]

My commission expires: 04/21/2027

Notary Public

Notary registration number: 1430832

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

Notary registration number: _____

My commission expires: _____

PLEASE RETURN THIS PAGE

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 F1809039.

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) Draeger, Inc.

Legal Name of Offeror/Bidder Draeger, Inc.

Date 12/10/2025

Authorized Signature Karen McGahey

Print or Type Name and Title Bid Coordinator

PLEASE RETURN THIS PAGE

CERTIFICATION OF NO COLLUSION

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

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

Respectfully submitted this 10th day of December, 20 25.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: Draeger, Inc.

By: Karen McGaskey (SEAL)
Signature

Print Name: Karen McGaskey

Print Title: Bid Coordinator

STATE OF PA

COUNTY/CITY OF Bucks, to-wit:

The foregoing instrument was acknowledged before me this 10th day of December (month), 2025 (year) by Karen McGaskey (Print Name),
Bid Coordinator (Print Title) on behalf of Draeger, Inc.
(Name of Entity).

Paula VanderWest [SEAL]
Notary Public

My commission expires: 04/21/2027

Notary registration number: 1430832



COUNTY OF FLUVANNA, VIRGINIA

Request for Proposals (RFP) #2025-04

Containerized Live Fire Training Structure Project

Issue Date: November 14, 2025

Due Date: December 5, 2025, at 2 p.m. EST

Procurement Contact:

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

- All sealed Proposals shall be turned in no later 2:00 p.m. EST, December 5, 2025.
- Proposals shall be submitted by either a sealed envelope, plainly marked "Fluvanna County Containerized Live Fire Training Structure Project" and/or uploaded electronically to eVA, Virginia's eProcurement Marketplace www.eva.virginia.gov ("eVA").
- If the Bidder is not uploading electronically to eVA, each Bidder must submit one (1) original and three (3) copies of the proposal, along with one (1) electronic copy of its proposal on USB flash drive.
- 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 or telephone shall not be considered. Any Proposals that are turned in late will be rejected and returned unopened.
- Proposal documents may be downloaded from (eVA – Virginia's eProcurement Marketplace – www.eva.virginia.gov), OR downloaded from the Fluvanna County website: <https://www.fluvannacounty.org/rfps>.



COUNTY OF FLUVANNA

BOS2026-01-21_B 62/274
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Request for Proposals: RFP # 2025-04

Commodity: Containerized Live Fire Training Structure Project

RFP Dated: November 14, 2025

Addendum 1 Dated: November 24, 2025

For Delivery to: 132 Main Street

P.O. Box 540

Palmyra, VA 22963-4179

Bid Due: December 5, 2025 at 2:00 pm EST

This Addendum No. 1 is prepared and posted in response to questions received through November 24, 2025.

Q1: Are we to provide a quote for the system only, including Sales Drawings, Fabrication, Drawings, Freight Cost, and Installation cost? Or are we supposed to go through the GC for all of this?

A1: Yes, the successful bidder is required to provide a quote for the system including sales drawings, fabrication, drawings, freight cost and installation costs. The successful bidder's selected Class A licensed GC will be responsible for pulling permits, obtaining rental equipment needed by the successful bidder and supervising the installation of the building.

Q2: Are we to include a line item for hiring a VA GC to pull permits and do PE State Stamped drawings?

A2: The successful bidder is required to provide a VA GC with a Class A license. The GC will be responsible for submitting the Stamped drawings and regular GC responsibilities – Class A license, supervision of install, and rental equipment.

Q3: When providing the quote for installation, are we required to omit all rental equipment such as a crane, generator, etc. and go through your GC or our selected GC.

A3: The rental equipment needed for the installation should be included in the cost of the successful bidder's selected GC.

Q4: Will the GC provide the rental equipment for the building erection?

A4: Yes, the successful bidder's selected GC needs to provide the cost for rental equipment.

Q5: Will the pulling of the permits for the site work and building be done by offerer or the GC?

A5: County's GC for sitework (Brock Construction) will pull the sitework permits which are separate from permits needed by the vendor's selected GC for installation.

Q6: Who provides the PE Stamp for the building?

A6: The successful bidder will be responsible for providing the PE stamp for the building.

Q7: The VA FPD website has designs for the called out model "Class B Prototype IV" as the following <https://www.vafire.com/wp-content/uploads/2025/02/Prototype-4B-Sample-Construction-Drawings-DRAFT.pdf> Which differs from the drawing provided in the documents. Are we bidding the VA Burn Building Prototype IV or the drawings provided?

A7: This is a correction to RFP: This is Class A, not B. Please bid on drawings initially provided.

Q8: Class B in Live Fire Training refers to LPG / Natural Gas fuel burn rooms. But none are specified. Please clarify what Class B refers to in the specifications.

A8: This is Class A (wood, paper) burning.

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

Sincerely,



Linda Mills
Fluvanna County Procurement Officer

Name of Firm: Draeger, Inc.

BY: Shawn McEachen
Signature of duly authorized representative

Title: Bid Coordinator

Date: December 4, 2025



COUNTY OF FLUVANNA

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

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Request for Proposals: RFP # 2025-04

Commodity: Containerized Live Fire Training Structure Project

RFP Dated: November 14, 2025

Addendum 2 Dated: December 4, 2025

For Delivery to: 132 Main Street

P.O. Box 540

Palmyra, VA 22963-4179

Bid Due: December 5, 2025 at 2:00 pm EST

Revised Bid Due: December 11, 2025 at 2:00 pm EST

This Addendum No. 2 is prepared and posted to extend the Bid Due date to December 11, 2025 at 2:00 pm.

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

Sincerely,

Linda Mills

Fluvanna County Procurement Officer

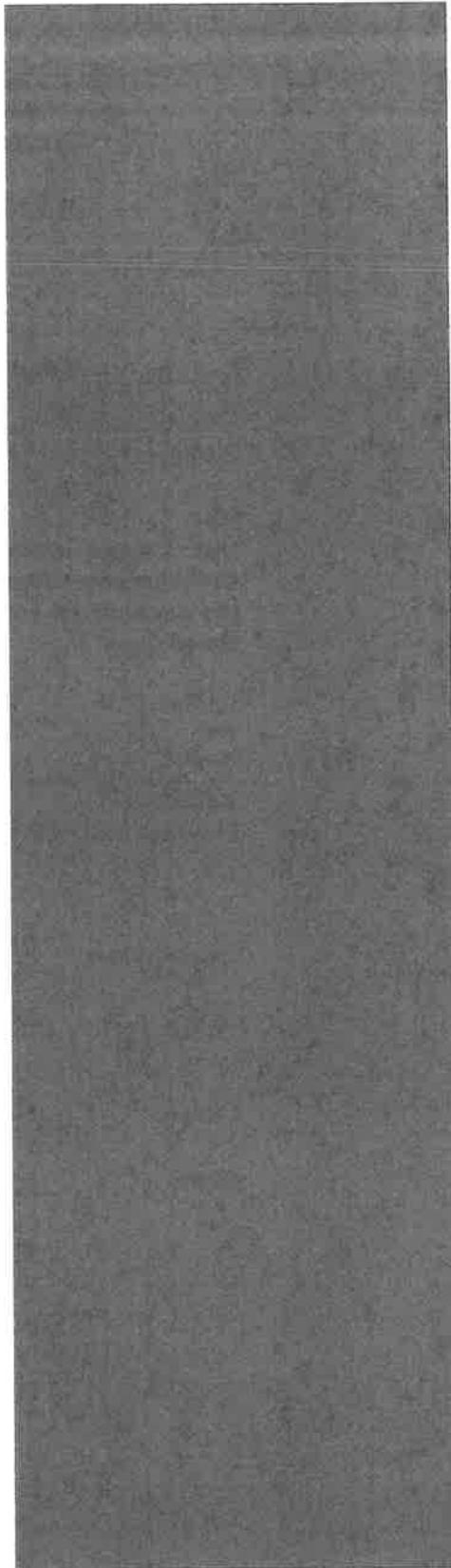
Name of Firm: Draeger, Inc.

BY: John Neasekson
Signature of duly authorized representative

Title: Bid Coordinator

Date: December 4, 2025

Quotations





Quotation



Customer no.
92562075

Customer
COUNTY OF FLUVANNA
132 MAIN ST
PALMYRA VA 22963-4179

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

Payer 92562075
COUNTY OF FLUVANNA
132 MAIN ST
PALMYRA VA 22963-4179

Your request

RFQ REVISION DATE: 12/10/2025
BEN POWELL bapiii@aol.com

Ship-To party 93042001
COUNTY OF FLUVANNA
CRM USE - D017
5725 JAMES MADISON HWY
FORK UNION VA 23055-2004

Your contact person

JIM HAWLEY
Tel.: 234-430-2930
jim.hawley@draeger.com

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer.
If you have any further questions, please do not hesitate to contact us.

Quotation no.: 136267272
Responsible: JIM HAWLEY

Telephone: 234-430-2930
Fax:
E-mail: jim.hawley@draeger.com

Best regards
Draeger Inc.

This document has been electronically generated and is valid without a signature.

Draeger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road; Telford, PA 18969
An Equal Opportunity Employer M / F / V / H
Telephone 800-437-2437
http://www.draeger.com

Remit to:
LOCKBOX (Standard USPS)
Draeger, Inc.
PO Box 13369
Newark, New Jersey
07101-3362

Remit to:
LOCKBOX (Overnight)
FIS - Lockbox Operations
Attn:Draeger, Inc., Lockbox #13369
101 Woodcrest Road
Suite 201
Cherry Hill, New Jersey 08003

Remit US Wire Transfers to:
Account Name: Draeger Inc.
Account Number: 00-494-936
Transit Routing: 021001033
SWIFT: BKTRUS33
Deutsche Bank Trust Company Americas
60 Wall Street 25th Fl, New York, NY 10005



Quotation



Customer no.
92562075

Quotation no. 136267272 Date of offer 12/10/2025
Please reference on inquiries

Page 2 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0010	1 EA	1903015	<p>PLEASE SUBMIT / REFER TO THIS QUOTATION WHEN PLACING YOUR ORDER</p> <p>DRAGER SWEDE SURVIVAL - 5 CONTAINER PHASE II MODIFIED - BUILD B</p> <ul style="list-style-type: none"> - Five 40' one trip containers - Three Divisions with working deck platforms Located on the roof of the third division. - External Staircase and working platforms - 3 levels of internal staircases - Two Burn chambers: - One single door - One flashover with draft curtains - Swivel rappelling anchors located on the roof deck - Ladder tie offs - Standard windows - Bailout windows - Swing in safety gates on elevated platforms - Cleanout Chute - Caged industrial ladder - Tripod manhole prop with tie down anchors - Interior movable maze systems with multi props - 36" manhole leading inside of maze systems - Interior and exterior standpipe - Sprinkler Head props with valves - Breach prop between interior rooms - Interior swing walls. - Man doors with super magnets on exterior doors - Two low flow water nozzles - 10' insulated walls and ceiling in observation areas - Working platform on top of 3rd division 	521,469.00	521,469.00

Quotation



Customer no.
92562075

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

Page 3 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0030	1 EA	1903012	<p>ON-SITE INSTALLATION & SET-UP</p> <p>Dräger contracted and project-managed installation team ensures that your system is installed properly, safely and with minimal disruption. Pre-installation site surveys and in-process review of the build ensures that you are getting the most value for your project.</p> <p>NOTE: Customer is responsible for Crane Rental, Man lift Rental, Forklift Rental and Generator Rental. Details forthcoming after receipt of Purchase Order.</p>	94,753.00	94,753.00



Quotation



Customer no.
92562075

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

Page 4 / 7

Pos.	Quant.	Part no.	Description	Unit price	Total price
				USD	USD
0040	1 EA	1903013	TRAIN-THE-TRAINER Dräger is committed to developing and offering the most comprehensive training programs in North America. Dräger Swede Survival Systems and Dräger certified instructional training programs have been designed and delivered in accordance with training methods developed by the Swedish Rescue Services agency through the Swedish Rescue Training Center (SRTC). The training consists of two parts: The first part is a two-day, on-site training course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation & maintenance of the system; enables you to train with confidence. - Certified instructors - Fire behavior - Fire control - Hydration - SCBA & safety equipment training - Heat stress management - Smoke & ventilation exercises - Container management - Ignition sources - Information on fire gases - Container operations - Heat stress - Thermal imaging camera usage - Recognition of pre-flashover conditions - Nozzle techniques - Overall safety	13,000.00	13,000.00
0050	1 EA	1903010	FREIGHT TO CUSTOMER SITE OPTION 1	10,148.00	10,148.00

Quotation



Customer no.
92562075

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

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Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
0060	1 EA	1903015	PROFESSIONAL ENGINEERING STAMP VA Sealed Engineered Drawings upon receipt of Purchase Order and Geotech report.	22,143.00	22,143.00
0080	1 EA	1903015	BROCK CONSTRUCTION, INC. General Contractor	60,220.00	60,220.00
0090	1 EA	SC05987	PAYMENT & PERFORMANCE BONDS	8,572.00	8,572.00
Net value excl. Sales Tax					730,305.00
Total amount					730,305.00
<p>PLEASE CHECK THIS QUOTE / ORDER CAREFULLY FOR ACCURACY IN PRICING, PART # AND DESCRIPTION. Contact Customer Service immediately if there are any discrepancies. This acknowledgement and note constitutes the entire agreement with respect to the contemplated transaction and supersedes all previous negotiations, proposals, writings, advertisements, or publications.</p>					



Quotation



Customer no.
92562075

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

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Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
Date is subject to change upon receipt of order.					
Payment terms: Advanced payment					
Offer valid until: 01/10/2026					
Notes:					
1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Draeger beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Draeger. Pricing will be subject to change.					
2) All funds are in US Dollars.					
3) Bonding price, if required, not included.					
4) Price information valid 30 days from date on form. Pricing is subject to change once quotation is past validity.					
5) Any building or electrical contractor permits are responsibility of customer and are not included.					



Quotation



Customer no.
92562075

Quotation no.	Date of offer
136267272	12/10/2025

Please reference on inquiries

Page 7 / 7

Pos.	Quant.	Part no.	Description	Unit price USD	Total price USD
			<p>6) Warranty is 12 months after handover.</p> <p>7) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30-day free storage period has passed, until delivery is possible.</p> <p>8) Milestone Payment terms:</p> <p>A. 25% of total project price will be invoiced on notice to proceed.</p> <p>B. 50% of total project price will be invoiced at delivery.</p> <p>C. 25% of total project price will be invoiced after installation and training (if applicable).</p> <p>9) Country of Origin (CoO) for all Class A fire training systems: USA.</p> <p>10) Meets Berry Amendment and BAA requirements.</p> <p>In the event Customer is not ready for product to be delivered on the confirmed delivery date, Customer must notify Draeger, Inc. 30 days prior to confirmed delivery date to reschedule. If Customer fails to provide notification, Draeger, Inc. may invoice Customer for products and any additional costs to hold product until Customer is ready for delivery.</p> <p>In response to recent changes in import duties, Draeger may implement surcharges on selected products to offset a portion of the additional costs currently imposed on our products. These surcharges may be adjusted or removed at any time based on future developments.</p> <p>Due to the new international trade policies and import duties, there may be delays in Customs clearance impacting delivery schedule.</p> <p>Draeger continues to strive toward reasonable timeliness of delivery.</p>		

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND

INSTRUCTIONS TO BIDDERS AND

CONTRACTORS

Adopted by Fluvanna County Board of Supervisors on April 3, 2013, amended July 16, 2014

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

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

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

INTRODUCTION

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

"Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.
- b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".
- c. **Contract:** Any contract to which the County will be a party.
- d. **Contractor:** Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
- e. **County:** The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
- f. **County Administrator:** The Fluvanna County Administrator.
- g. **County Attorney:** The Fluvanna County Attorney.
- h. **Purchasing Agent:** The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
- i. **General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"):** These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
- j. **His:** Any references to "his" shall include his, her, their, or its as appropriate.
- k. **Invitation to Bid (also referred to herein as an "IFB"):** A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

- L **Purchasing Officer:** The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
- m. **Request for Proposal (also referred to herein as a "RFP"):** A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
- n. **Small Purchasing Procedures:** The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
- o. **Solicitation:** The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.
- p. **State:** The Commonwealth of Virginia.

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

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

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

CONDITIONS OF BIDDING

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

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

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

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

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - n. 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, copy 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 required 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. Intentionally Omitted.
- 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 term 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, where all discounts for payment in less than forty-five (45) days are valid and enforceable:~~
- ~~b. Milestone Payments terms: 1. 25% of total project price will be invoiced on notice to proceed. 2. 50% of total project price will be invoiced at delivery. 3. 25% of total project price will be invoiced after installation and training (if applicable).~~
- 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 2.2-4333, 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 defend and hold~~ harmless the County, its officers, ~~agents~~, ~~officials~~, ~~and employees and volunteers against any and all third-party claims, judgments, losses, costs and expenses (including reasonable attorneys' fees)~~, claims of injuries, ~~for~~ death, damage to ~~third-party~~ property, ~~and actual infringement or misappropriation of any third party's patent rights, patent claims, suits, liabilities, but only to the extent 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 resulting solely from the Contractor's, its agents', subcontractor's, employees', or volunteers' negligence or wrongful acts/willful misconduct of Contractor, its subcontractors, or its employees or omissions in connection with its Contractor's performance under~~ any Contract. ~~No part of Customer's sites is considered third-party property for purposes of this indemnity. 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 expense, 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. Notwithstanding anything herein to the contrary, the indemnification obligation in this Section 54 shall be Contractor's only indemnification obligation with respect to the Solicitation.~~

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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

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Adopted by Fluvanna County Board of Supervisors on April 3, 2013, amended July 16, 2014

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 uncopyrighted 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.

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76.77. LIMITATION OF LIABILITY. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE COUNTY OR ITS OFFICIALS, AGENTS, VOLUNTEERS, OR EMPLOYEES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WITH RESPECT TO ANY MATTERS RELATING TO ANY CONTRACT. CONTRACTOR'S MAXIMUM LIABILITY UNDER ANY CONTRACT IS THE ACTUAL PURCHASE PRICE RECEIVED BY CONTRACTOR FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

**CORPORATE
HEADQUARTERS**

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FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB D

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Approval of Agreement with Daniel & Company, Inc. for Historic Courthouse restoration				
MOTION(s):	<p><u>Motion #1:</u> I move the Board of Supervisors approve the agreement with Daniel & Company, Inc. for restoration of the Historic Courthouse in the amount of \$2,010,713 and authorize the County Administrator to sign the agreement subject to approval as to form by the County Attorney.</p> <p><u>Motion #2:</u> I move the Board of Supervisors approve a supplemental appropriation in the amount of \$516,140 for the Historic Courthouse Restoration project, which includes increased costs for the restoration project and provides a 7.5% contingency fund, with such funds to come from Unassigned Fund Balance.</p> <p><u>Motion #3:</u> I move the Board of Supervisors approve a Building Permit fee waiver for the Historic Courthouse restoration project.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Eric Dahl, County Administrator and Dan Whitten, County Attorney				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • IFB 2025-03 was issued October 24 and closed December 4, 2025 • Three vendors submitted bids; Daniel & Company was selected as the lowest responsive and responsible bidder. • The bid figure was \$1,897,000 • Daniel & Company, along with the other two bidders, identified Jam Studios as the subcontractor to do wood door and window restoration. Daniel & Co. was asked to identify alternate subcontractors • Duffy Hoffman was found to be the most competitive alternate subcontractor, but this adds an additional cost of \$131,713 • Total contract cost is \$2,010,713 				
FISCAL IMPACT:	An additional \$516,140 is needed (this figure includes a 7.5% contingency)				

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none">• AIA Document A 105 Agreement Between Fluvanna County and Daniel & Company, Inc.• Fluvanna County Amendments to AIA Document A 105				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X		X		

DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
 « »
 « »
 « »

and the Contractor:
(Name, legal status, address and other information)

« »
 « »
 « »
 « »

for the following Project:
(Name, location and detailed description)

« »
 « »
 « »

The Architect:
(Name, legal status, address and other information)

« »
 « »
 « »
 « »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number

Title

Date

Specifications:

Section

Title

Pages

- .3 addenda prepared by the Architect as follows:

Number

Date

Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of **Architect's** Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 **Owner's** Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (*Signature*)

« »« »

(Printed name and title)

CONTRACTOR (*Signature*)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

**FLUVANNA COUNTY AMENDMENTS/SUPPLEMENTS TO AIA DOCUMENT A105,
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This document modifies portions of the “Standard Form of Agreement Between Owner and Contractor (AIA Document A105, 2017 Edition). Where any portion of an Article of the General Conditions is amended, voided, or otherwise modified by this supplement, other portions of that article not specifically amended shall remain in effect.

The article numbers in these Amendments correspond to the article numbers in AIA Document A105, 2017 Edition, are for convenience only, and have no other significance. The following amendments to AIA Document A105, 2017 Edition are hereby incorporated into the General Conditions of the Contract for Construction between the Contractor and Fluvanna County:

**ARTICLE 1
THE CONTRACT DOCUMENTS**

Section 1.5 Add the following to the end of the Section:

The Fluvanna County Amendments/Supplements to AIA Document A105,
Standard Form of Agreement Between Owner and Contractor

**ARTICLE 2
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

Section 2.2 Add the following sentence to the end of the Section:

The date shall not be postponed by the failure to act of the Contractor or of
persons or entities for whom the Contractor is responsible.

**ARTICLE 3
CONTRACT SUM**

**ARTICLE 4
PAYMENTS**

Section 4.2 Delete this Section in its entirety.

**ARTICLE 5
INSURANCE**

Section 5.1.1 On lines 2 and 3, delete all words after “than”

Add the following after “than”:

Commercial General Liability (including Contractor's Protective Liability, Rigger's Coverage, Contractual Liability, Products/Completed Operations, Premises and Operations, Independent Contractor's Protective Liability, Extended Bodily Injury and Broad Form Property Damage) having limits of no less than the following:

- (1) Bodily Injury:
\$1,000,000 each occurrence
Property Damage:
\$2,000,000 aggregate per project
- (2) Products and Completed Operations to be maintained for (two) years after final payment:
\$2,000,000 aggregate
- (3) Property Damage Liability Insurance shall provide coverage for X, C, and U perils.
- (4) Broad Form Property Damage Coverage shall include completed operations.
- (5) Contractual Liability, (Hold Harmless Coverage) Bodily Injury and Property Damage:
\$1,000,000 each occurrence
\$2,000,000 aggregate
- (6) Personal Injury
\$2,000,000 aggregate with employment exclusion deleted

Section 5.1.2

On line 1, add the word "hired," after "vehicles owned,"

On line 2, add the amount "five hundred thousand (\$ 500,000)" after "than"

Section 5.1.4

On line 1, delete all words after "at" and replace with "the amount required by Virginia law."

Section 5.1.5

On line 1, delete all words after "than" and replace with "five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and one million dollars (\$ 1,000,000) policy limit."

Add the following Section:

Section 5.1.8

The Contractor shall either (1) require each of its subcontractors to procure and maintain, during the life of its subcontract, subcontractor's Liability

Insurance of the same type and in the same amounts as specified in this Agreement or (2) insure the activities of its subcontractors in its own policy.

Section 5.4

Delete this Section and replace it with the following:

The Contractor shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County prior to entering into any Contract with the County. On this Certificate of Insurance, the County and Architect shall be named or indicated as additional insureds for comprehensive general liability. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County, and such shall be noted in the policy. The Contractor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Contractor fails to provide the County with acceptable evidence of current insurance within ten (10) days after written request from the County therefor during the any Contract term, then the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

Section 5.5

Delete this Section and replace it with the following:

The Contractor waives all rights against the Owner, its agents, and employees for damages caused by fire or other perils, whether or not covered by insurance obtained pursuant to this Agreement or any other Property Insurance applicable to the Work, except such rights as the Contractor may have to the proceeds of such insurance held by the Owner as Trustee. The Contractor shall require subcontractors and sub-subcontractors to execute similar waivers in favor of the Owner.

ARTICLE 6 GENERAL PROVISIONS

Section 6.3

Add the following Subsections:

6.3.1 Wherever in the Contract Documents the words "as approved," "as directed," "as required," "acceptable," "satisfactory" and other similar words are used with reference to the Work or its performance, and without further qualification, they shall mean as approved, as directed and as required by the Architect and acceptable, satisfactory, etc. to the Architect.

6.3.2 In case of conflict in the Contract Documents, the Architect shall interpret or construe the Contract Documents so as

to assure the most substantial and complete performance of the Work.

6.3.3 The general character of the detailed work is shown on the Drawings, but the Contractor may propose minor modifications on the Shop Drawings or mark-ups. The Contractor shall work out any detail in relation to its location and its connection to other parts of the Work. Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other like portions of the Work. Where details or conditions are indicated but started only, such details or conditions shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts of the Work unless otherwise indicated or specifically noted.

Section 6.4

Remove the word “Architect’s” from the heading.

Delete this Section and replace it with the following:

All drawings, specifications, and copies thereof furnished by the Architect are and shall remain the Owner’s property. They may only be used with respect to this Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in abrogation of the Architect’s common law copyright or other reserved rights, as modified by the contractual arrangement between the Architect and the Owner.

Section 6.5

Add the following contact information.

County:

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

Architect:

MTFA Architecture, PLLC
ATTN: James P. Clark, Principal
3200 Langston Boulevard
Arlington, Virginia 22207
Telephone: (703) 524-6616

ARTICLE 7

OWNER

Section 7.1.3

Delete this Subsection and replace it with the following:

7.1.3 The Owner is the Fluvanna County Board of Supervisors, County of Fluvanna, Virginia. Any references in the Contract Documents to “the County” or “Fluvanna County” refer to the Owner.

Add the following Subsection:

7.1.4 The Owner’s project representative is Eric Dahl, P. O. Box 540, Palmyra, Virginia 22963.

Section 7.3

Delete this Section after “deficiencies.” on Line 4, and replace it with the following:

The Owner will notify the Architect of such action and the amount to be charged to the Contractor and will consider any comments of the Architect. In such case, the Architect may withhold or nullify a Certificate of Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

ARTICLE 8

CONTRACTOR

Section 8.1.1

Add the following sentence to the end of the Section:

Failure by the Contractor to acquaint itself with such conditions shall not relieve the Contractor of the responsibility for successfully performing the Work pursuant to the terms of the Contract Documents.

Section 8.1.2

Add “and Owner.” after “Architect” on line 4.

Section 8.2

Add “review and approval” after “Owner’s” on line 1.

Section 8.3.2

On line 1, delete the words “as soon as practicable” and replace them with the words “within 15 days.”

Add the following Subsections:

8.3.2.1 The Contractor shall not be released from any part of its liabilities or obligations under the Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

8.3.2.2 Nothing contained in this Contract shall be construed as creating a contractual relationship between the Owner and any subcontractor. The Specifications do not control the Contractor in dividing the Work among subcontractors, nor do they limit the work performed by trade.

8.3.2.3 The Architect will not undertake to settle any differences between or among the Contractor and its subcontractors or suppliers, provided the Contractor may request an interpretation of the Contract Documents from the Architect.

Section 8.4.1

Add the following Subsection:

8.4.1.1 No substitution will be considered unless the Contractor has submitted a written request for approval, and the Architect has received that request. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute will require shall be included in the request. The burden of proof of the acceptability of the proposed substitution shall be upon the party proposing the substitution. The Architect's decision to approve or disapprove a proposed substitution shall be final.

Section 8.7.1

Delete this Section and replace it with the following:

The Contractor and all subcontractors shall comply with all codes, standards, and other regulations applicable to the Project; shall obtain and pay for all permits, fees, licenses, inspections, and approvals necessary for such compliance; and shall obtain a certificate of occupancy upon completion of the Project as a condition precedent to final acceptance and payment. The Owner will make application for all utility services and pay all installation and connection fees assessed for utility services. However, the Contractor shall advise the Owner of all requirements for utility service and the time when the service should be provided.

Add the following Subsection:

8.7.1.1 The Contractor shall apply for and obtain all other permits required from the County of Fluvanna. It shall be the Contractor's responsibility to contact the County Building Official, County Planning and Utility Departments, and Virginia Department of Transportation regarding the various permits and inspections required as customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

Section 8.7.2 On line 1, replace "agencies having jurisdiction over" with "applicable laws, statutes, ordinances, codes, rules and regulations, agencies, and lawful orders of public authorities applicable to performance of."

On line 4, after "Architect" add "and Owner".

Section 8.8 Add the following to the end of the Section:

All copies of Shop Drawings and other submittals submitted for approval shall bear the following statement: "Checked and certified correct for conformance with the Contract Documents." This statement shall be dated and signed by the Contractor and shall appear on each submittal. One copy of each approved submittal shall be kept at the job site at all times.

Section 8.11 Add the following to the end of the Section:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

Section 8.12 On line 5, delete the words "but only to the extent" and after the word "caused" add the words "in whole or in part."

On line 6, add the words "or intentional misconduct" after the word "omissions."

ARTICLE 9

ARCHITECT

Section 9.4 On line 2, add the following after the word "Contractor":

and will issue Certificates for Payment in such amounts. All payments to the Contractor shall be subject to the Owner's approval.

Section 9.7 On line 2, after "concerning" add "Contractor's".

Section 9.8

Beginning on line 2, delete the sentence beginning with the word “When” and replace it with the following sentence: “In its capacity as interpreter and judge, the Architect shall use its best efforts to secure faithful performance by the Contractor.”

ARTICLE 10
CHANGES IN THE WORK

ARTICLE 11
TIME

Section 11.1

Add the following to the end of the Section:

By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ARTICLE 12
PAYMENTS AND COMPLETION

Section 12.2

Add the following Subsection:

12.2.3 Until final payment, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments with five percent (5%) for retainage.

Section 12.4.1

On the second line, add the following after the words “Contract Documents”: “if approved by the Owner.”

At the end of the Section, add the following: “Owner will make payments, less 5% retainage, to the Contractor approximately 30 days after the Contractor’s Application for Payment has been approved by the Architect.”

Section 12.5.1

On line 3, after “use” add “, as reasonably determined by the Owner.”

ARTICLE 13
PROTECTION OF PERSONS AND PROPERTY

ARTICLE 14
CORRECTION OF WORK

ARTICLE 15
MISCELLANEOUS PROVISIONS

Section 15.3

Add the following sentence to the end of this Section:

Any litigation arising out of the performance, non-performance, or alleged breach of this Contract shall be brought in the Circuit Court of Fluvanna County, Virginia.

ARTICLE 16
TERMINATION OF THE CONTRACT

Section 16.2.1

Add the following Subsection:

16.2.1.5 is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency.

ARTICLE 17
OTHER TERMS AND CONDITIONS

Section 17.1

Add the following Section:

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

Section 17.2

Add the following Section and Subsections:

17.2 Equal Opportunity

17.2.1 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.

17.2.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

17.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed

sufficient for the purpose of meeting the requirements of this section.

17.2.4 The Contractor will include the provisions of the foregoing sections 17.2.1, 17.2.2, and 17.2.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor, consultant, or vendor.

Section 17.3

Add the following Section and Subsections:

17.3 Drug-Free Workplace

17.3.1 During the performance of this 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.

17.3.2 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 the Virginia Public Procurement Act (§2.2-4300 thru 2.2-4377, Code of Virginia, as amended), 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.

Section 17.4

Add the following Section:

17.4 Appropriations The continuation of the terms, conditions, and provisions of the Contract beyond the end of the County's fiscal year on June 30 of any year is subject to appropriation by the Fluvanna County Board of Supervisors of the necessary money to fund the Contract for each succeeding year. In the event of non-appropriation of funds, the Contract shall be automatically terminated with no recourse for the Contractor.

Section 17.5

Add the following Section:

17.5 Virginia Public Procurement Act The Contractor shall comply with applicable provisions of the Virginia Public Procurement Act (VPPA), §2.2-4300 thru 2.2-4377, Code of Virginia, as amended, including §2.2-4347 *et seq.* (Prompt Payment Act).

Section 17.6 Add the following Section:

17.6 Counterparts and Electronic Signatures The Contract may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one Contract. The Contract may be executed by a Party's signature transmitted by facsimile or email, and copies of the Contract executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies executed and delivered with original signatures.

Section 17.7 Add the following Section:

17.7 Independent Contractor The Contractor and Architect, and any agents or employees of either, in the performance of any Contract shall act as independent contractors and not as officers, employees, or agents of the Owner.

Section 17.8 Add the following Section:

17.8 Attorneys' Fees In the event of a dispute between the Owner and Contractor under the 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.

Section 17.9 Add the following Section:

17.9 Forced and Child Labor Prohibition Contractor agrees that the use of forced or indentured child labor, as defined by VA Code § 2.2-4311.4, will be prohibited in the performance of this Contract. Contractor agrees to include this prohibition in any subcontract or purchase order that exceeds \$10,000, so that the prohibition is binding upon each subcontractor or vendor.

Section 17.10 Add the following Section:

17.10 References to Virginia Law Any reference in this Contract 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 Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

Section 17.11

Add the following Section:

17.11 Compliance with Immigration Law Pursuant to Virginia Code § 2.2-4311.1, the following provision applies to the Contact: 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.

Section 17.12

Add the following Section and Subsections:

17.12 Claims Procedure

17.12.1 The procedure for consideration by the County/Owner of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, et seq.

17.12.2 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.

17.12.3 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 of Supervisors 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.

17.12.4 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.

17.12.5 The decision of the Board of Supervisors 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.

17.12.6 No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

17.12.7 Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

Section 17.13

Add the following Section:

17.13 Notices All written notices required or permitted under the Contract shall be deemed sufficient if delivered in person to the County Administrator, or the County Administrator's Designee, or Contractor, as applicable, or sent by first class mail to the County or Contractor at the addresses set forth in the 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; except that where a 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.

Section 17.14

Add the following Section and Subsections:

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

17.14.1 Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:

17.14.1.1 Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or

17.14.1.2 Notify the Owner and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

17.14.2 The Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations, their federal employer identification numbers.

17.14.3 The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in 17.14.1.2 above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

17.14.4 The Contractor shall include in each of its subcontracts under this Contract a provision requiring each subcontractor to include or otherwise be subject to the payment and interest requirements of 17.14.1, 17.14.2, and 17.14.3 above with respect to each lower tier subcontractor.

17.14.5 The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this shall not be construed to be an obligation of the Owner. 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.



DANIEL & COMPANY, INC.
CONTRACTORS

Mailing Address:
P.O. Box 6749
Richmond, VA 23230
E-mail:
dcl@danielco.net

Office Location:
4801 Hermitage Rd, Suite 200
Richmond, VA 23227
Tel: 804•213•0400
Fax: 804•213•0401

15 January 2026 – Revision 2

Via Email: andrewm@imapreservation.com

Andrew Marshall
MTFA Architecture
3200 Langston Boulevard
Arlington, VA 22207

Re: Fluvanna County Historic Courthouse
Phase 2 Restoration
Additional Cost to Replace
JAM Studios

Dear Andrew,

We are writing to follow up on our 11 December 2025 phone conversation regarding the bid proposal Daniel & Company, Inc. (DCI) submitted for the Fluvanna County Historic Courthouse Phase 2 Renovation project.

You brought to our attention that JAM Studios is not considered an acceptable subcontractor for wood door and window restoration due to concerns about the quality of their work performed on a recent project.

At your request, we revisited firms originally solicited for this project and those you recommended as acceptable. As a result, we received proposals from The Craftsman Group Inc. and Duffy Hoffman Craftsman for wood window restoration and shutter replacement. After review, we find Duffy Hoffman's proposal to be more competitive.

In addition to revising our proposal to include Duffy Hoffman for the wood door restoration, we have updated the project scope to eliminate Door Opening 100B, and credited the Building Permit Fee, as discussed.

Please note that neither bidder included a Scope of Work as comprehensive as JAM Studios. To demonstrate the cost implications of switching restoration firms, we have prepared two spreadsheets for each firm, itemizing work items and supplementing excluded work to be self-performed by DCI.

Replacing JAM Studios with Duffy Hoffman Craftsman and Daniel & Company, Inc. results in a net additional cost of **One Hundred Thirty-One Thousand Seven Hundred Thirteen Dollars, (\$131,713).**

The detailed cost analysis is attached for your review. If you have any questions or need clarification, please let me know.

Re: Fluvanna County Historic Courthouse Phase 2 Restoration
Additional Cost to Replace JAM Studios

15 January 2026

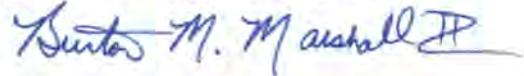
Page 2 of 2

We appreciate your attention to this matter and look forward to your confirmation on how you would like to proceed.

Enclosure (16 pgs.)

Sincerely,

DANIEL & COMPANY, INC.



Burton M. Marshall II
Vice President Preconstruction



JAM STUDIOS

37 SUMMERFIELD LANE, FREDERICKSBURG, VA
JAMSTUDIOS@COX.NET

PROPOSAL
Fluvanna Court House

Scope:

Jam Studios hereby proposes the following;

Wood Window Restoration to include removals of sash to shop
full sash restore and onsite frames
reinstall painted per spec

Door Restoration/ Transoms to include removals to shop
restore surfaces
restore frames and paint
reinstall same
Hardware restoration and new
Install hardware with electric by others

Shutter Restoration to include;
removal and hardware salvage and document
preserve one of each units
fabricate replacements
paint and reinstall with hardware intact

Bell Restoration to include;
(removal by others)
clean and preserve per spec
(install by others)

Per plans and specifications, labor, insurance and material included.
Scaffold and man lift included

COST PROPOSAL @ \$106,500

Sincerely submitted, Mike Wegner, Justin Wegner
Dec 1, 2025

**Additional Cost to Replace JAM Studios w/ Duffy Hoffman Craftsman
Restoration of Doors, Windows, Bell, and New Shutters
15 January 2026 - Update 2**

Fluvanna Historic Courthouse
Restoration

Sorted by 'Group phase/Phase'
'Detail' summary
Paginate

Fluvanna Historic Courthouse Restoration

1/15/2026 5:34 PM Page 2

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Cost/Unit	Total Amount		
GENERAL CONDITIONS														
1501	PERMITS						(775)				/sf	(775)		
	CREDIT Building Permit Fee	2,979 sf					(775)				/sf	(775)		
	PERMITS		/ls		/ls		(775)				/ls	(775)		
	GENERAL CONDITIONS		/ls		/ls		(775)				/ls	(775)		
WOOD DOORS														
8201	RESTORATION DOOR, WINDOW, SHUTTER													
	Credit- Door, Window, Shutter, & Bell Restoration	1 ls					(106,500)	JAM			/ls	(106,500)		
	Credit - Door & Window Frame Restoration	1 ls						INC			/ls			
	RESTORATION DOOR, WINDOW, SHUTTER										/ea	(106,500)		
8211	WOOD DOOR RESTORATION													
	080314 Historic Treatment of Wood Doors	1 ls					12,575	DUFFY			12,575.00	/ls	12,575	
	D1 - Ext. Wd Door	1 pr						INC				/pr		
	D2 - Ext. Wd Door	2 pr						INC				/pr		
	D3 - Int. Wd Door (Not In Contract)	1 pr						NIC				/pr		
	1 Replace Door Sweep	6 ea						INC				/ea		
	2 Restore Unpainted Wd Threshold	3 ea						INC				/ea		
	3 Provide Closure at each leaf	8 ea	250.00 /ea	2,000	250.00 /ea	2,000					500.00	/ea	4,000	
	4 Dutchman at interior Stop 12"	1 ea						INC				/ea		
	5 Provide Latch On Active Leaf to match	1 ea	150.00 /ea	150	350.00 /ea	350					500.00	/ea	500	
	6 Wall-mounted Door Stop at Base	2 ea	50.00 /ea	100	25.00 /ea	50					75.00	/ea	150	
	7 Replace Wood Molding 24" long at Door Panel	2 ea						INC				/ea		
	9 Dutchman at Base Ext. Frame 12"	2 ea	500.00 /ea	1,000	250.00 /ea	500					750.00	/ea	1,500	
	10 Replace Bottom Rail	2 ea						INC				/ea		
	11 Provide Hdwe to match at adjacent Ext. Door	1 ea	100.00 /ea	100	1,000.00 /ea	1,000					1,100.00	/ea	1,100	
	12 Restore Transom 100B	1 ea						1,500	DUFFY			1,500.00	/ea	1,500
	I. Wood Patch	10 ea	250.00 /ea	2,500	50.00 /ea	500					300.00	/ea	3,000	
	II. Dutchman Repair	3 ea						INC				/ea		
	CREDIT Temp Plywd Doors	1 ls							(1,050)	DUFFY			/ls	(1,050)
	WOOD DOOR RESTORATION											/ea	23,275	
	WOOD DOORS											/ea	(83,225)	
WINDOWS														
8610	WOOD WINDOWS													
	080152 Historic Treatment of Wood Windows	1 ls						DUFFY				/ls		
	WD.1 Wood Windows	6 ea						24,900	DUFFY			4,150.00	/ea	24,900
	WD.2 Wood Windows	10 ea						24,500	DUFFY			2,450.00	/ea	24,500
	WD.3 Wood Windows	2 ea						9,444	DUFFY			4,722.00	/ea	9,444
	Transom 101A	1 ea						1,500	DUFFY			1,500.00	/ea	1,500
	Transom 101B	1 ea						1,500	DUFFY			1,500.00	/ea	1,500
	Temp Plywd Enclosure	1 ls						2,400	DUFFY			2,400.00	/ls	2,400
	Sash Installation	20 ea						8,400	DUFFY			420.00	/ea	8,400
	Sash Removal	20 ea						7,000	DUFFY			350.00	/ea	7,000
	Materials	1 ls						3,900	DUFFY			3,900.00	/ls	3,900
	Glass	1 ls						1,500	DUFFY			1,500.00	/ls	1,500
	WH1 & WH2 Hardware & Cleaning	1 ls						800	DUFFY			800.00	/ls	800
	Weatherization	1 ls						4,500	DUFFY			4,500.00	/ls	4,500
	Parting Bead - Sapele	1 ls						710	DUFFY			710.00	/ls	710
	Interior Stop - Poplar	1 ls						822	DUFFY			822.00	/ls	822
	Occurred Expenses	1 ls						19,600	DUFFY			19,600.00	/ls	19,600
	WOOD WINDOWS													
								111,476						
8611	WINDOW RESTORATION													
	WH1 Provide (1) Sash Lock & (2) Sash Lifts	8 ea							W/8610				/ea	
	WH2 Provide (2) Casement Hinges & (1) Casement Latch	6 ea							W/8610				/ea	

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
19003	TEMPORARY PROTECTION CREDIT Temp. Window Opening Protection	1 /\$					(2,400)	DUFFY	-	-	/\$	(2,400)
	TEMPORARY PROTECTION		/\$/		/\$/		(2,400)			/\$/	/\$/	(2,400)
	ALTERATIONS		/\$/		/\$/		(2,400)			/\$/	/\$/	(2,400)

Estimate Totals

Description	Amount	Totals	Rate
Labor	13,725		
Material	20,544		
Subcontract	75,901		
Equipment			
Other			
	110,170	110,170	
Labor Burden	5,353		39.000 %
Virginia State Sales Tax	1,233		6.000 %
	6,586	116,756	
Fee	11,676		10.000 %
Fee -Lump Sum		11,676	
		128,432	
Performance Bond UpTo \$7.5 Mil	1,442		
Builders Risk- Joisted Masonry	468		0.360 \$ / 100
Insurance	1,173		9.000 \$ / 1,000
Building Permit - Lump Sum			
Business License	198		1.500 \$ / 1,000
	3,281	131,713	
<i>Total</i>		131,713	

REVISED 01.15.26
Daniel and Company, Inc

**Fluvanna County
 Historical Court House
 35 Court Square, Palmyra, VA**

**Duffy Hoffman
 Craftsman
 1106 oak st ext
 Mt Vernon, oh 43050
 duffy.hoffman@gmail.com**

**1- WD-2- WEST ELEVATION- 5 CASEMENT 9 LIGHTS – 44 X 49.5 .
 PER OPENING \$2600.00 X 5 = \$13,000.00 - \$750.00 INTERIOR
 PRIME ONLY = \$12,250.00.**

**2- WD-1 – WEST ELEVATION- 3 - 9 OVER 9 LITES – 44 X 85 PER
 OPENING \$4,400.00 X 3 = \$13,200.00 - \$750.00 INTERIOR ONLY
 PRIME = \$12,450.00**

**3- TRANSOM – WEST ELEVATION – 1- 4 LITES – 48 X 1' 10"- PER
 OPENING \$1600.00 - \$100.00 INTERIOR PRIME ONLY = \$1500.00.**

**4- TRANSOM – EAST ELEVATION – 1 – 4 LITES – 48 X 1' X 10" -
 PER OPENING - \$1600.00 - \$100.00 INTERIOR PRIME ONLY =
 \$1,500.00**

**5- WD-2 – – 5 CASEMENTS 9 LITES EAST ELEVATION – 5 X
 \$2600.00 PER OPENING = \$13,000.00 - \$750.00 INTERIOR PRIME
 ONLY = \$12,250.00.**

**6- WD-1 – 9 OVER 9 – EAST ELEVATION – 3 X \$4,400.00 PER
 OPENING = \$13,200.00 - \$750.00 INTERIOR PRIME ONLY =
 \$12,450.00.**

**7- WD- 2 – 25 LITES NORTH ELEVATION ROUND TOPS- 2 X
\$4862.00 = \$-\$280.00 INTERIOR PRIME ONLY = \$9,444.00**

20 OPENINGS – TOTAL - \$61,844.00

**REPAIRS EXTRA COST- AT \$70.00 PER HRS.NOT INCLUDED IN
TOTAL.**

**MUNTIN - (8) REPLACED- \$3000.00.
DUTCHMAN REPAIRS- (15) \$2450.00
STILE REPLACEMENT – (2) \$1000.00
RAIL REPLACEMENT- (2) \$1500.00.
TOTAL - \$7950.00**

8- PLYWOOD- INSTALL AND MATERIALS INCLUDED- \$2,400.00.

9-SASH INSTALLATION- 20 OPENINGS = \$8,400.00

10-SASH REMOVAL- 20 OPENINGS = \$7000.00.

11- MATERIALS - \$3,900.00.

12- GLASS - \$1,500.00

13- HARDWARE AND CLEANING- \$800.00.

14- WEATHERIZATION- \$4,500.00.

15- PARTING BEAD- \$710.00. SEPELE WOOD- PRIMED

16- INTERIOR STOP- 822.00. POPULAR WOOD- PRIMED

TOTAL - \$30,032.00

17- OCCURRED EXPENSES - \$19,600.00.
travel/hotel/gas. We plan two trips for removal and instalation.

TOTAL COST- \$119,426.00

**THANK YOU
DUFFY HOFFMAN
WWW.DUFFY SASH MASTER .COM**

CUSTOMER SIGN – DATE-

CRAFTSMAN SIGN- DATE -

**Daniel and Company
35court house square
Fluvanna ,Palmyra,Va**

**Duffy Hoffman
Craftsman
1106 Oak St ext Mt Vernon,OH 43050
SHUTTER BID**

1- 42 SHUTTERS

2- 3 PAIRS- ARCH TOP SHUTTERS- 6 PC.

**8 PAIR- 85" SHUTTERS.
10 PAIR 49" SHUTTERS**

TOTAL- \$28,850.00.00

**1- SHUTTER INSTALL
TOTAL- \$8000.00**

2- EXPENSES- \$5400.00

3- OLD HARDWARE REMOVAL AND INSTALTION - \$3990.00

TOTAL- 17,390.00

TOTAL COST- \$46,240.00

THANK YOU DUFFY HOFFMAN

OWNER SIGN- DATE-

CRAFTSMAN- DATE-

PRECISION

doors & hardware

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

10941 Pierson Drive 5799 Staples Mill Road
 Fredericksburg, VA 22409 Richmond, VA 23228
 Phone: (540) 373-7300 Phone: (804) 292-7470
 www.pdoor.com www.pdoor.com

Serving the Mid-Atlantic Region Since 1985

Quotation Number: 2218236

Revision Number: Revision Date:

To: Daniel & Company
 Attn: Burton Marshall
 804-495-2474

Date: November 20, 2025
 Project: Fluvana HW
 72 Main Street, Palmyra, VA

Some or all of the items quoted may be subject to tariffs, duties, or other surcharges related to changes in trade policy, none of which are reflected in the below or attached quote, but which will be invoiced to and the responsibility of customer if applicable

Section Hollow Metal Doors and Frames

NONE QUOTED

Section Wood Doors

NONE QUOTED

Section Finish Hardware Grp / Qty

1 ea. HDW 1: EPT, Exit Devices, Rim Cylinder, FSIC Core, Automatic Operator, Keypad, Relay, Actuator, Mount Box, Gasketing, Meeting Stile, DPS.

Power Supplies By Others.

Keying Needs To Be Provided Or It Will Be Ordered As Randomly Keyed.

Section Division 10 Restroom Accessories

NONE QUOTED

Notes We exclude all glass and glazing, unless specifically stated above.
 We exclude all LEED requirements, unless specifically stated above.
 We exclude all card readers, power supplies and wiring, unless specifically stated above.
 We exclude all hardware except cylinders for aluminum storefront openings.
 We exclude all openings not shown on door schedule if not specifically stated above.
 We are not able to "match existing" products without proper information from contractor.
 Pricing based on industry standards and will change if "existing" materials differ from quoted materials.
 We include tailgate delivery on all orders.

INSTALL IS NOT INCLUDED ON THIS QUOTE, BUT IS AVAILABLE UPON REQUEST

Div 8 Sub Total	\$ 14,244.00
Div 10 Sub Total	\$ -
Tax 6.00%	\$ 854.64
Total	\$ 15,098.64

**PURCHASE ORDERS ARE REQUIRED FOR ALL FURNISH ONLY PROJECTS
 SUBCONTRACTS WILL NOT BE ACCEPTED**

Estimated Delivery: **Tentative** from Approved Shop Drawings on All Materials

*Lead times Subject to Manufacturer's Schedule

Based on Plans Dated: We Acknowledge Addenda:

Submitted by: Amanda Oljuskin

amoljuskin@pdoor.com 540-373-7300

Accepted: _____ Date: _____

***** Quote based on above scope ONLY! *****

Exclusions (Unless otherwise noted): All glass and glazing. All Hardware for Aluminum and Glass Doors, Card readers. Wood Frames. All Unidentified Openings. Field verification and measurement. Bituminous coating on frames. Installation. All protective covering for doors, frames & hardware other than shipping material.

Terms: All prices are valid for a period of thirty (30) days. Any credit requested or granted is subject to the continuing approval of our Credit Department. You may accept this quotation by signing and returning a copy to us. Your acceptance shall become an offer of purchase subject to acceptance by an Officer of our Company.

**Additional Cost to Replace JAM Studios w/ The Craftsmen Group
Restoration of Doors, Windows, Bell, and New Shutters
9 January 2026**

Fluvanna Historic Courthouse
Restoration

Sorted by 'Group phase/Phase'
'Detail' summary
Paginate

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
	WOOD DOORS											
8201	RESTORATION DOOR, WINDOW, SHUTTER	1 ls					(106,500)	JAM	-	-	/ls	(106,500)
	Credit- Door, Window, Shutter, & Bell Restoration											
	Credit - Door & Window Frame Restoration	1 ls						INC	-	-	/ls	
	RESTORATION DOOR, WINDOW, SHUTTER										/ea	(106,500)
8211	WOOD DOOR RESTORATION											
	080314 Historic Treatment of Wood Doors	1 ls						INC	-	-	/ls	
	D1 - Ext. Wd Door	1 pr	6,750.00 /pr	6,750	250.00 /pr	250			-	-	7,000.00 /pr	7,000
	D2 - Ext. Wd Door	2 pr	6,750.00 /pr	13,500	250.00 /pr	500			-	-	7,000.00 /pr	14,000
	D3 - Int. Wd Door	1 pr	4,800.00 /pr	4,800	200.00 /pr	200			-	-	5,000.00 /pr	5,000
	1 Replace Door Sweep	6 ea	150.00 /ea	900	50.00 /ea	300			-	-	200.00 /ea	1,200
	2 Restore Unpainted Wd Threshold	3 ea	316.67 /ea	950	33.33 /ea	100			-	-	350.00 /ea	1,050
	3 Provide Closure at each leaf	8 ea	250.00 /ea	2,000	250.00 /ea	2,000			-	-	500.00 /ea	4,000
	4 Dutchman at interior Stop 12"	1 ea	350.00 /ea	350	50.00 /ea	50			-	-	400.00 /ea	400
	5 Provide Latch Onactive Leaf to match	1 ea	150.00 /ea	150	350.00 /ea	350			-	-	500.00 /ea	500
	6 Wall-mounted Door Stop at Base	2 ea	50.00 /ea	100	25.00 /ea	50			-	-	75.00 /ea	150
	7 Replace Wood Molding 24" long at Door Panel	2 ea	750.00 /ea	1,500	250.00 /ea	500			-	-	1,000.00 /ea	2,000
	9 Dutchman at Base Ext. Frame 12"	2 ea	500.00 /ea	1,000	250.00 /ea	500			-	-	750.00 /ea	1,500
	10 Replace Bottom Rail	2 ea	1,650.00 /ea	3,300	275.00 /ea	550			-	-	1,925.00 /ea	3,850
	11 Provide Hdwe to match at adjacent Ext. Door	1 ea	100.00 /ea	100	1,000.00 /ea	1,000			-	-	1,100.00 /ea	1,100
	12 Restore Transom	3 ea	1,250.00 /ea	3,750	250.00 /ea	750			-	-	1,500.00 /ea	4,500
	I. Wood Patch	10 ea	250.00 /ea	2,500	50.00 /ea	500			-	-	300.00 /ea	3,000
	II. Dutchman Repair	3 ea	275.00 /ea	825	50.00 /ea	150			-	-	325.00 /ea	975
	WOOD DOOR RESTORATION		/ea	42,475	/ea	7,750					/ea	50,225
	WOOD DOORS		/ea	42,475	/ea	7,750	(106,500)				/ea	(56,275)
	WINDOWS											
8510	WOOD WINDOWS											
	080152 Historic Treatment of Wood Windows	1 ls					486,735	CRAFTSMEN	-	-	#####/ls	486,735
	WD.1 Wood Windows	6 ea						INC	-	-	/ea	
	WD.2 Wood Windows	8 ea						INC	-	-	/ea	
	WD.3 Wood Windows	2 ea						INC	-	-	/ea	
	WOOD WINDOWS		/ea		/ea		486,735				/ea	486,735
8611	WINDOW RESTORATION											
	WH1 Provide (1) Sash Lock & (2) Sash Lifts	8 ea	-	-	-	-		W/8610	-	-	/ea	
	WH2 Provide (2) Casement Hinges & (1) Casement Latch	6 ea	-	-	-	-		W/8610	-	-	/ea	
	1 Replace Muntin	8 ea	-	-	-	-		W/8610	-	-	/ea	
	2 Provide Wd Patch Repair at Muntin 12"	1 ea	-	-	-	-		W/8610	-	-	/ea	
	3 Restore Stiles & Rails of Sash to Eliminate Racking	1 ea	-	-	-	-		W/8610	-	-	/ea	
	8 Replace Broken Glass Pane	2 ea	-	-	-	-		W/8610	-	-	/ea	
	11 Patch hole in sash at utility line	1 ea	-	-	-	-		W/8610	-	-	/ea	
	16 Fix Window In Place (Type WD.2)	4 ea	-	-	-	-		W/8610	-	-	/ea	
	I. Wood Patch	30 ea	-	-	-	-		W/8610	-	-	/ea	
	II. Dutchman Repair	15 ea	-	-	-	-		W/8610	-	-	/ea	
	III. Window Sash Stile Replacement	2 ea	-	-	-	-		W/8610	-	-	/ea	
	IV. Window Sash Rail Replacement	2 ea	-	-	-	-		W/8610	-	-	/ea	
	V. Window Sash Glass Pane Replacement	3 ea	-	-	-	-		W/8610	-	-	/ea	
	VI. Window Sash Muntin Replacement	5 ea	-	-	-	-		W/8610	-	-	/ea	

Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Amount	Sub Name	Equip Amount	Other Amount	Total Cost/Unit	Total Amount
8612	WOOD WINDOW FRAME RESTORATION											
	4 Wd Patch Repair at Ext. Frame/Sill 6"	3 ea	375.00 /ea	1,125	75.00 /ea	225					450.00 /ea	1,350
	5 Wd Patch Repair @ Int. Frame/Stool 2"	2 ea	375.00 /ea	750	75.00 /ea	150					450.00 /ea	900
	6 Dutchman Repair at Ext. Frame/Sill 3"	2 ea	300.00 /ea	600	50.00 /ea	100					350.00 /ea	700
	6 Dutchman Repair at Ext. Frame/Sill 5"	2 ea	325.00 /ea	650	75.00 /ea	150					400.00 /ea	800
	7 Dutchman Repair Int. Frame/Stool 12"	2 ea	350.00 /ea	700	100.00 /ea	200					450.00 /ea	900
	9 Provide Ext. Stop	1 ea	375.00 /ea	375	100.00 /ea	100					475.00 /ea	475
	10 Reset Wood Stool to provide level...	1 ea	575.00 /ea	575	75.00 /ea	75					650.00 /ea	650
	14 Remove Hinges, Repair Trim, Provide Casement Hdwe per schedule	6 ea	350.00 /ea	2,100	25.00 /ea	150					375.00 /ea	2,250
	WOOD WINDOW FRAME RESTORATION											
		ea		5,875	ea	1,150					ea	8,025
8625	SHUTTERS											
	<i>Shutter Removal & Replacement</i>	1 ls						W/8610			/ls	
	Wood Shutter WD.1	16 ea						INC			/ea	
	Wood Shutter WD.2	20 ea						INC			/ea	
	Wood Shutter WD.3	6 ea						INC			/ea	
	Allowance #1 - Purchase New HDWE	1 ls						4,000 ALLOWANCE			4,000.00 /ls	4,000
	SHUTTERS											
		ea			ea			4,000			ea	4,000
	WINDOWS		/LS	6,875	/LS	1,150	490,735				/LS	498,760
8701	FINISH HARDWARE											
	FINISH HDWR											
	HDWE Group No.01 (Door i01B)	1 ls	1,000.00 /ls	1,000	##### /ls	14,244		PRECISION			15,244.00 /ls	15,244
	Power Supply-PS904-2RS	1 ea			750.00 /ea	750					750.00 /ea	750
	FINISH HDWR		/ls	1,000	/ls	14,994					/ls	15,994
	FINISH HARDWARE		/ls	1,000	/ls	14,994					/ls	15,994
8853	GLASS,GLAZ,STFNT											
	GLASS & GLAZING											
	<i>088000 Glazing</i>	1 ls						W/8610			/ls	
	SPECIALTIES											
10001	SPECIALTIES - LS											
	Restore Bell	1 ls									5,000.00 /ls	5,000
	SPECIALTIES - LS											
	SPECIALTIES		/LS		/LS		5,000				/LS	5,000

Estimate Totals			
Description	Amount	Totals	Rate
Labor	50,350		
Material	23,894		
Subcontract	389,235		
Equipment			
Other			
	463,479	463,479	
Labor Burden	19,637		39.000 %
Virginia State Sales Tax	1,434		6.000 %
	21,071	484,550	
Fee	48,455		10.000 %
Fee -Lump Sum			
	48,455	533,005	
Performance Bond UpTo \$7.5 Mil	5,199		
Builders Risk- Joisted Masonry	1,938		0.360 \$ / 100
Insurance	4,861		9.000 \$ / 1,000
Building Permit - Lump Sum			
Business License	819		1.500 \$ / 1,000
	12,817	545,822	
<i>Total</i>		545,822	

THE CRAFTSMEN GROUP INC.

Daniel & Company, Inc.
4801 Hermitage Road Suite 200
Richmond, VA 23227
estimating@danielco.net

Dec 21, 2025

RE: Fluvanna Courthouse
35 Court Square
Palmyra, VA

Wood Window and Shutter Restoration

c. 1831 Window and shutter restoration per drawings and specs by MTFA.
See page A70 for window schedule and notes.
G.C. to provide scaffolding for 18 weeks.
Interior to be unoccupied.
No badging or certified payroll

\$486,735

Architectural Millwork for Historic Buildings

3901 Perry St. Brentwood, MD 20722
301-277-3700 www.thecraftsmengroup.com



DANIEL & COMPANY, INC.
CONTRACTORS

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Mailing Address:
P.O. Box 6749
Richmond, VA 23230
E-mail:
dci@danielco.net

Office Location:
4801 Hermitage Road
Richmond, VA 23227
Tel: 804-213-0400
Fax: 804-213-0401

4 December 2025
Via: Electronic Bid Submission

Linda Mills
Purchasing Officer
County of Fluvanna
132 Main Street
Palmyra, VA 22963

Re: Historic Courthouse Restoration
Invitation for Bid (IFB) #2025-03

Dear Ms. Mills,

Applicable Experience of the Firm

Daniel & Company, Inc, herein DCI, has successfully completed Historic Restoration Projects for the past 30 years as evidenced by the attached Summary of Projects of National/State Register of Historic Places, which is enclosed herewith as Exhibit A. The summary represents 27 Projects, many of which are Projects whose focus is Exterior Building Envelope Restoration including masonry, stucco, and woodwork restoration.

Recent specific examples of Projects completed by DCI are enclosed herewith as Exhibit B—Project Profiles of Projects whose focus includes: Masonry Restoration; Restoration of Historic Wood Doors, Windows, and Trim; Restoration of Historic Stucco, as well as Surface Preparation and Painting of Historic Structures. Project Profiles are included for the following Projects:

- Historic Monumental Church, Richmond—extensive Stucco Repairs and Kiem Coating
- State Capitol of Virginia, Richmond— Stucco Repairs, Wood Window Repairs, and Kiem Coating
- Maymont Mansion Improvements, Richmond—including Structural Repairs, Slate Roof Replacement
- Restoration of Hadleigh Hall (Taylor Mansion, Carriage House, Perimeter Walls—2325 Monument Avenue—Richmond—extensive Historic Stucco Repairs, Window/Shutter, Fascia/Soffit Restoration and Painting
- The Carillion—Richmond—extensive Masonry/Stone Restoration, restoration/painting of Metal Windows
- Sarah Dooley Centre of Autism at St. Josephs Villa, Richmond, Masonry/Stone Restoration

Re: Historic Courthouse Restoration, IFB #2025-03

4 December 2025

Page 2 of 2

- The Branch Museum—2501 Monument Avenue-Richmond—extensive Slate/Metal Roof repairs, including copper gutters/downspouts, as well as Masonry Repointing of intricate Masonry Chimneys

Applicable Experience of Project Management Team

The proposed DCI Project Management Team have gained extensive experience while working on the above referenced Projects, that include review/acceptance by trained/experienced Historic Preservation Specialist, and in selected instances, review by the Virginia Department of Historic Resources. For Project Profiles of these Projects, please refer to Exhibit B.

Resumes of Project Management Staff

DCI boasts a team of long-tenured employees who have worked on many of the Company's Historic Restoration Projects. Please refer to Exhibit C for Resumes of the Proposed Project Management Team. Specifically, the Project Management Team consists of:

- Samuel W. Daniel—Founder/CEO of DCI—45 years experience
- Burton M. Marshall, II —Vice President—Preconstruction—30 years experience
- Webster T. Martin—Vice President-Project Management—20 years experience

Project Superintendent Selected from the following contingent on availability at the time the Project commences:

- John B. Williams, III –39 years experience
- Charles Earley—35 years experience

Experience of SubContractors

Information relating to specialized Subcontractors performing work on the Project is attached herewith; Roofing, Masonry, Door & Window Restoration, Plaster/Stucco, and Painting.

Sincerely,

Daniel & Company, Inc.



Samuel W. Daniel
Chief Executive Officer

Exhibit A - NATIONAL REGISTER OF HISTORIC PLACES OR SIMILAR: NATURE AND SCOPE WITH TRADE SKILLS AND CONSTRUCTION PRACTICES

Project Name	Location	Year	Contract	Owner Name/Phone #	Similar to 901 Main Street
1 War Memorial Carillon: Maintenance Repairs and Elevator Replacement	Richmond, VA	2018	\$3,120,152	Department of General Services	Historic Landmark, Stone/Window Restoration, Elevator Replacement
2 McGuffey Art Center Exterior Improvements	Charlottesville, VA	2017	\$664,500	The City of Charlottesville	Window Restoration, Hazardous Material Abatement
3 Washington Equestrian Monument Restoration	Capitol Square Richmond, VA	2016	\$1,278,628	Commonwealth of VA - DGS	Historic Structure, Granite/Cast Iron Restoration
4 Capitol Façade Maintenance	Capitol Square Richmond, VA	2015	\$1,285,673	Commonwealth of VA - DGS	Historic Landmark, Stucco Restoration
5 Pi Phi Sorority House 5 Ren./Addition	Williamsburg, VA	2015	\$1,287,615	The College of W&M	Historic Structure, Total Renovation/Addition
6 The Presbyterian Church of Frederickburg	Fredericksburg, VA	2015	\$3,589,989	The Presbyterian Church of Fredericksburg	Historic Structure, Renovation/Addition
7 Pleasant Grove Additions & Renovations	Palmyra, VA	2014	\$1,075,852	County of Fluvanna	Federal Grant, Historic Structure, Renovation/Addition
8 Belmead Mansion on the James	Powhatan, VA	2013	\$524,600	Francis Emma, Inc.	Tax Credit, Historic Structure, Building Envelope Repairs
9 Maymont Carriage House	Richmond, VA	2013	\$224,646	The Maymont Foundation	Historic Structure, Stone/Window Restoration
10 Historic Powhatan Resort Manor House Ren.	Williamsburg, VA	2012	\$575,804	The Historic Powhatan Resort Owner's Assoc.	Historic Structure, Window/Plaster Restoration
11 St. Francis de Sales School, Chapel Shoring & Stabilization	Powhatan, VA	2012	\$695,779	Francis Emma, Inc.	Historic Structure
12 Tucker Brothers Building Renovation	Charlotte Court House, VA	2011	\$475,000	Sr. Maureen Carroll, 804.598.8938	Tax Credit, Structural Repairs, Renovation
13 Restoration of: 2815 Ellwood Avenue	Richmond, VA	2010	\$240,000	Louis Malon, 804.648.1889 [Retired]	Tax Credit, Total Renovation
14 Hippodrome Theatre/Taylor Mansion/Studio 518	Richmond, VA	2010	\$3,250,000	Hippodrome Taylor Mansion Partnership, LLC	Tax Credit, Historic Renovation
15 St. George's Episcopal Church	Fredericksburg, VA	2009	\$2,417,600	St. George's Episcopal Ch.	Masonry/Stone Restoration
16 Fredericksburg Area Museum	Fredericksburg, VA	2008	\$5,741,474	Earl Baughman, 540.373.4133	Historic Landmark, Structural Renovation
17 2112 Condos	Richmond, VA	2008	\$1,750,000	Fredericksburg Area Museum & Cultural Ctr	Tax Credit, Extensive Structural Renovation, Total Renovation, Adaptive Reuse
18 Restoration of: 3011/3013 Monument Avenue	Richmond, VA	2008	\$600,000	Christa Stabler, 540.371.5668	Tax Credit, Historic Structure, Adaptive Reuse
19 Baptist Theological Seminary at Richmond President's House – Outbuilding Restoration/ Renewal	Richmond, VA	2007	\$6,535,210	Monument, LLC	Tax Credit, Total Renovation
20 "Below Stairs" Renovation of Maymont House	Williamsburg, VA	2006	\$1,462,432	Lamont Properties, LLC	Tax Credit, Historic Structure, Structural Repairs/Renovation
21 Main Street Station - Restoration, Phase 1	Richmond, VA	2003	\$14,881,127	Dr. Ronald Crawford, 804.204.1201	Historic Landmark, Masonry/Terra Cotta, Window Restoration
22 Gari Melchers Memorial Gallery, Belmont - Studio Renovations	Fredericksburg, VA	2001	\$968,558.00	College of William & Mary	Historic Landmark, Total Renovation
23 Executive Mansion Historic Restoration	Richmond, VA	2000	\$5,598,664	Haskell Brown, 757.221.2416	Historic Landmark, Window Restoration, 'Basement to Ballestrade' Restoration
24 Visitor Orientation Center	Fredericksburg, VA	1995	\$217,592	The Maymont Foundation	Historic Landmark, Total Renovation
25 Gari Melchers Memorial Gallery, Belmont - Main House	Fredericksburg, VA	1990	\$325,000	Fred Murray, 804.358.7166 [Retired]	Historic Landmark, Building Envelope Repairs
26 Historic Renovation of Linden Row Inn	Richmond, VA	1988	\$3,800,000	Dept. of Public Works, City of Richmond	Tax Credit, Historic Structure, Total Renovation, Adaptive Reuse
					BOS2026 01-21 p.150/274

Exhibit B

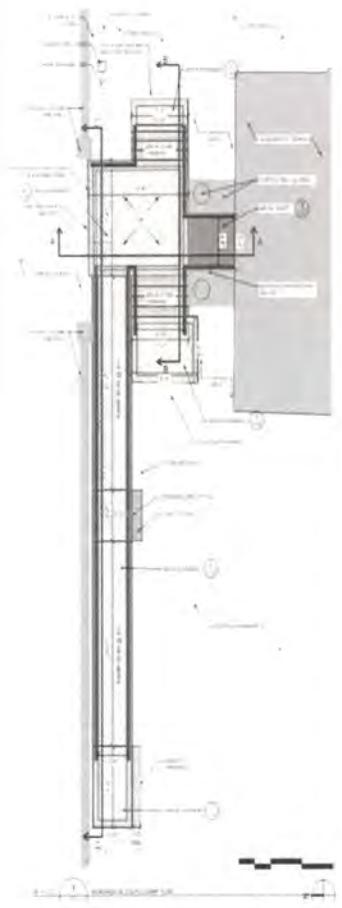
Project Profiles



MONUMENTAL CHURCH EXTERIOR RECOATING & ACCESSIBILITY IMPROVEMENTS

Specifics: Renovation, Exterior Stucco Repairs, Mineral Silicate Recoating, ADA Ramp

Location:	The project involved exterior cleaning and recoating of the stucco and Aquia sandstone walls, along with the installation of a permanent accessibility ramp at the west portico entrance of the circa 1812 building.
Owner:	Richmond, Virginia
Building Conservator:	Historic Richmond
Ramp Architect:	Building Conservation Assoc.
Project Value:	Quinn Evans
\$676,000	Cleaning and recoating treatments, using a mineral silicate coating (KEIM), were tailored to the underlying material - stucco, stone, or copper. The stucco was inspected both visually and by "sounding", a systematic process of tapping the entire surface to detect inconsistencies. A solid, uniform sound indicated good condition, while hollow or delaminated sounds suggested underlying issues such as water damage that required repair.



The new accessibility ramp was constructed with concrete foundations and a concrete subslab, masonry-bearing CMU, brick veneer walls, brick pavers, granite edge banding, and a painted metal railing. The design also incorporated a metal grate and frame with posts, supported over the existing granite stairs, leading to the landing adjacent to the entrance door.

Project Executive	Project Manager	Superintendent	Preconstruction
L.J. Swain	L.J. Swain	Jesse Martin	Burton M. Marshall, II

Monumental Church Exterior Recoating & Accessibility Improvements
 Richmond, Virginia

- Project Address: **1224 E. Broad Street
Richmond, VA**
- Size of Project (sf): **Two-Story Above Grade Exterior Restoration**
- Owner's Name, Address, Phone Number, Contact: **Historic Richmond, 4 East Main St., Richmond, VA, 804.643.7407, Cyane Crump, ccrump@historicrichmond.com**
- Building Conservator's Name, Address, Phone Number, Contact: **Building Conservation Associates, Inc., 242 Cherry Street, Philadelphia, PA 19106, 215.923.2834, Dorothy Krotzer & Kathryn Biddle**
- Ramp Architect's Name, Address, Phone Number, Contact: **Quinn Evans, 1840 W. Broad St. Suite 400, Richmond, VA 23220, 804.488.4774, Syd Knight, sknight@quinnevans.com**
- Original Contract Amount: **\$611,342**
- Current Contract Amount: **\$676,955**
- Provide explanation for any cost or schedule growth greater than 10%: **The majority of the additional cost is attributed to Unit Price stucco repairs identified during the sounding evaluation process.**
- Project Description, i.e., function of building, number of floors, building systems (structural, mechanical, electrical, etc.) and any specific project features or complexities:

The circa 1812 historic church is a two-story structure that underwent exterior cleaning and recoating of its stucco and Aquia sandstone walls to preserve and protect its fabric. Treatments using mineral silicate were tailored to each material, with stucco carefully inspected and repaired where water damage was detected. A permanent accessibility ramp was added at the west portico entrance.
- Project Delivery Method: **Design-Bid-Build**
- Describe key lessons learned: **This project reinforced the critical importance among the Owner, Architect, Contractor, and Trade Partners. Its success was driven by a collaborative approach and open, continuous communication, which enabled timely decision-making and swift action when unforeseen issues arose. This level of coordination was essential to maintaining progress and avoiding delays, particularly those caused by winter weather conditions.**
- Provide evidence of any preconstruction services provided that resulted in cost savings and effective schedule management: **No Preconstruction Services Provided**

Historic Restoration
State Government
Complete Exterior Restoration

Capitol Façade Maintenance Capitol Square Richmond, Virginia

The original Scope of Work for the Capitol Façade Maintenance Project was to clean the exterior of the Capitol Building, perform a detailed site inspection and existing conditions report, perform certain specific stucco patching, and apply a finish coat of Keim Mineral Coating to the entire structure. In the planning stages of the Project, the Owner elected to not have the Design Professionals perform the detailed site inspection and existing conditions report because of the cost of renting lifts, and therefore, the only site inspection performed was done from the ground. As a result, the detailed site inspection revealed numerous areas where the existing stucco had delaminated and experienced a variety of types of failures as well as structural/attachment issues with the terra cotta dentil blocks at the roof. The additional patching work to the stucco and terra cotta was added to the Scope of Work, along with adding a complete Keim Mineral Coating application process, which includes a cleaning process, prime, Royalan coat and the final finish coat. At the conclusion of the Project, the Capitol will gleam and glisten for some time to come.



PROJECT TEAM

Sam Daniel - Proj. Exec.
Sam Daniel - PM
Warren Davies - Super.
Burton Marshall - Est.

CONST. SCHEDULE

April 2015 - Nov. 2015

CONST. VALUE

\$1,285,673

OWNER

Department of General Services
203 Governor Street
Richmond, VA
Tony Griffin
804.786.3134

ARCHITECT

Commonwealth Architects
101 Shockoe Slip, 3rd Floor
Richmond, VA
Susan Reed
804.648.5040 – ext. 1114

CONTRACTOR

Daniel & Company, Inc.

Maymont Mansion Improvements

Specifics: Historic Renovation, Specialty Fire Detection, Climate Control

Location: Richmond, Virginia	The Dooley Mansion at Richmond's Maymont Park is a 13,139 sf historic house museum, originally completed in 1893 by James H. Dooley, a prominent Richmond lawyer and philanthropist, and his wife Sallie May, for whom Maymont was named. The mansion encompasses a basement and three upper floors, serving as both a public museum and a testament to the Dooley family's legacy.
Owner: The Maymont Foundation	
Architect: CPL	
Project Size: 13,139 SF	Daniel & Company is leading a comprehensive restoration and modernization project that carefully balances historic preservation with contemporary upgrades to safety and functionality. A key exterior element is the replacement of the
Project Value: \$2,700,000	existing grey roof tiles with historically accurate red slate, replicating the mansion's original construction, while internally installing a state-of-the-art Vesda fire detection system, a new HVAC system, and structural steel roof framing to improve safety, visitor comfort, and collections preservation. The HVAC replacement also reconfigures basement zoning to provide whole-house dehumidification and humidification, ensuring stable environmental conditions for both occupants and artifacts.



These installations required the removal of hardwood flooring, plaster ceilings, and strategic wall cutting, all of which demand meticulous planning and execution to minimize impact on the historic fabric of the building.

Project Executive	Project Manager	Superintendent	Preconstruction
Samuel W. Daniel	L.J. Swain	John B. Williams, III	Burton M. Marshall, II

Maymont Mansion Improvements
Richmond, Virginia

- Project Address: **1700 Hampton Street**
Richmond, VA
- Size of Project (sf): **13,139 sf**
- Owner's Name, Address, Phone Number, Contact: **Maymont Foundation, 1000 Westover Road, Richmond, VA 23219, 804.358.7166, Parke Richeson, pricheson@maymont.org**
- Architect's Name, Address, Phone Number, Contact: **CPL, 101 Shockoe Slip, 3rd Floor, Richmond, VA 23219, 804.602.0977, Ken Pope, kpope@cplteam.com**
- Original Contract Amount: **\$2,700,000**
- Current Contract Amount: **\$2,700,000**
- Provide explanation for any cost or schedule growth greater than 10%: **The project growth is 0%.**
- Project Description, i.e., function of building, number of floors, building systems (structural, mechanical, electrical, etc.) and any specific project features or complexities:

The Maymont Mansion is a 13,139 sf historic house museum, including a basement and three upper floors. The restoration and modernization project includes replacement of grey roof tiles with historically accurate red slate, installation of a Vesda fire detection system, a new HVAC system with reconfigured basement zoning for whole-house dehumidification and humidification, and structural steel roof framing.
- Project Delivery Method: **Design-Bid-Build**
- Describe key lessons learned: **Once again we were reminded of the importance and value of teamwork among the Owner, Architect, Contractor, and Subcontractors. This Project was successful due to that team approach and through open and continuous communication necessary for timely decisions to be made and execution when unforeseen issues are discovered.**
- Provide evidence of any preconstruction services provided that resulted in cost savings and effective schedule management: **No Preconstruction Services Provided**

HADLEIGH HALL – HISTORIC RESTORATION

(Formerly Taylor Residence)

Specifics: Historic Renovation, Stucco Restoration, Clay Tile Roof

Location:

Richmond, Virginia

Owner:

Helen Marie Taylor Trust

Architect:

Glavé & Holmes Architecture

Project Size:

12,244 SF

Project Value:

\$3,227,717

Breathing New Life into History:

A new chapter has begun for this circa 1914 historic stucco-clad Mediterranean villa at 2325 Monument Avenue, now known as Hadleigh Hall. Daniel & Company, Inc. completed a comprehensive exterior and interior restoration that breathed new life into its aging features, while carefully preserving its architectural heritage originally designed by Richmond architect Duncan Lee.

On the exterior, skilled craftspeople salvaged and reinstalled the original Ludowici clay tile roof, replaced copper gutters, and cleaned out and recommissioned the original internal downspout

drainage system ensuring lasting protection from the elements. The building's facade received an extensive facelift and replicated stucco matrix consisting of marble and granite, and revitalized cast stone details.



Moving inside, the renovation focused on respecting the home's historic fabric using gentle cleaning and repair techniques that safeguarded the original finishes, showcasing the beauty of the past. The Project added air conditioning and brought new purpose to the obsolete servant's wing. The servant's wing included the first-floor kitchen, butler's pantry, and second floor servant's quarters.

Existing wood floors were buffed and waxed to restore their luster, while carpets were removed to reveal the charm of the original surfaces beneath. The old heart pine floors in the servant's wing were patched and completely refinished. Where possible, existing light fixtures and plumbing fixtures were cleaned, polished, and restored. This thoughtful restoration ensures that the Taylor Residence will continue to stand proudly as a testament to its rich history for generations to come.



Project Executive
Samuel W. Daniel

Project Manager
Webster T. Martin

Superintendent
Patrick McWilliams

Preconstruction
Burton M. Marshall, II

Hadleigh Hall – Historic Restoration
Richmond, Virginia

- Project Address: **2325 Monument Avenue**
Richmond, VA
- Size of Project (sf): **12,244 sf**
- Owner's Name, Address, Phone Number, Contact: **Brandon Taylor, 2325 Monument Avenue, Richmond, VA, M: 804.216.1531, brandon.taylor@taylorhoffman.com**
- Architect's Name, Address, Phone Number, Contact: **Glavé & Holmes Architects, 2101 East Main St., Richmond, VA 23223, 804.649.9303, Susan Reed, sreed@glaveandholmes.com**
- Original Contract Amount: **\$1,565,000**
- Current Contract Amount: **\$3,227,717**
- Provide explanation for any cost or schedule growth greater than 10%: **The original contract amount was based on a limited Scope of Work focused primarily on addressing deferred maintenance items, including essential repairs to the roof and exterior stucco. As the project progressed, the owner decided to establish the property as a permanent residence for a family with young children. This change in vision significantly expanded the Scope of Work to include enhancements well beyond basic maintenance. Among the additional Scope of Work were the restoration of historic restrooms and plumbing fixtures, installation of HVAC systems to provide comfort year-round, and conversion of the Butler's Pantry into a modern chef's kitchen.**
- Project Description, i.e., function of building, number of floors, building systems (structural, mechanical, electrical, etc.) and any specific project features or complexities:

This residential structure is a 12,244 sf stucco-clad Mediterranean villa that is a three-story central block with two-story wings, a basement, and is capped with a Ludowici clay tile roof.
- Project Delivery Method: **Design-Build, Cost Reimbursable plus a Fee**
- Describe key lessons learned: **One of the most important lessons from this project was the value of having an experienced team in place. Renovation work often presents unknown and unique conditions that cannot be fully anticipated during the initial planning. By assembling a team with the expertise and flexibility to adapt to these challenges, the project was able to move forward efficiently and effectively.**
- Provide evidence of any preconstruction services provided that resulted in cost savings and effective schedule management: **Preconstruction services provided significant value by identifying solutions that preserved historic character while controlling costs and streamlining the schedule. Efforts such as researching restoration methods for plumbing fixtures, developing a stucco mix to match weathered finishes, replicating deteriorated wood trim, and carefully designing HVAC layouts minimized installation impacts. Early budgeting of added scopes and design options further ensured informed decisions and effective schedule management.**

Historic Landmark
Stone/Window Restoration
Elevator Replacement

War Memorial Carillon: Maintenance Repairs and Elevator Replacement

Richmond, Virginia

The Carillon Tower in Byrd Park is Richmond's official World War I Monument. The 240 foot tower was built in the 1920's in honor of Virginia's servicemen and servicewomen.

In anticipation of the 100th Anniversary of Armistice Day—11 November 1918—The Commonwealth of Virginia—embarked on an ambitious Program of Restoration, Repair, and Replacement of the Elevator. The work was separated into two distinct Scopes of Work, as follows:



PROJECT TEAM

Sam Daniel - Proj. Exec.
Web Martin - PM
Will Patton - Super.
Burton Marshall - Est.

CONST. SCHEDULE

March 2018 - Dec. 2018

CONST. VALUE

\$3,120,152

OWNER

Commonwealth of Virginia
Department of General Services
Bureau of Facilities Management
1100 Bank Street, 10th Floor
Richmond, VA
Ralph Oberle
804.786.5022

ARCHITECT

Maintenance Repairs
Commonwealth Architects
101 Shockoe Slip, Third Floor
Richmond, VA
Ruth DeBoer
804.648.5040 x1127

CONTRACTOR

Daniel & Company, Inc.

Elevator Replacement
Dunlap & Partners
2112 W. Laburnum Ave, Ste. 205
Richmond, VA
John Dunlap
804.358.9200 Ext. 318

Maintenance Repairs

The Maintenance Repair Project consisted of the repointing of the mortar joints of all the limestone, repair/repointing—replacement as required of the balustrades and balconies. Because of the 240 foot height of the structure, the work was made more challenging, due to issues relating to access to the work. A 'Swinging Stage' was erected at the level of the Bells, and the limestone areas below the bells were cleaned, repointed, and restored from the Swinging Stage. Steel Beams were threaded through the openings at the elevation of the Bells and scaffolding was erected to provide access to the limestone above so it could also be restored. Other work included in the Maintenance Repair Project included Lead Paint Abatement, Window/Opening Restoration, and renovation to the Museum located at the First Floor, which included plaster repairs, exposing the original Terrazzo flooring and reconditioning it, and painting.

Elevator Replacement

The Elevator Replacement Project consisted of replacing the originally installed elevator with a Code Compliant, Handicapped Accessible Elevator, which was no easy feat to accomplish, as the Handicapped Accessible Elevator is larger than the original elevator, and extensive modifications had to be made to the elevator shaft, elevator doors, lintels, and structural elements of the elevator shaft in order to install the new

SARAH DOOLEY CENTER FOR AUTISM AT ST. JOSEPH'S VILLA

Specifics: Historic Renovation | Education

Location:	Richmond, Virginia
Owner:	St. Joseph's Villa
Architect:	Odell Associates, Inc.
Project Size:	24,000 SF
Project Value:	\$6,600,000

Daniel & Company, Inc. led the remarkable transformation of the Sarah Dooley Center for Autism (SDCA) in Richmond, Virginia. Leveraging our expertise in historic restoration, Daniel & Company was chosen to renovate the 1931 building, transforming it into the Sarah Dooley Center for Autism. Our mission: to preserve its historic character while introducing the modern amenities crucial for the autism community.

Our project team expertly restored the building's exterior, safeguarding its historic character while integrating energy-efficient features. This included repointing the brickwork, installing new roofing, and replacing windows with modern, energy-saving alternatives. Prioritizing inclusivity, we seamlessly integrated ramps throughout the building, ensuring everyone can access and enjoy the space.



Our commitment to quality extended beyond the exterior. Translating the architect's vision with precision, we created a light-filled, open layout that fosters a welcoming and supportive environment for individuals with autism. This included

constructing a modern two-story conference center equipped with the latest technology, a calming glass-enclosed sensory room, and technology-aided classrooms, all specifically designed and built to meet the unique needs of the autism community.

Our dedication to detail and innovative functionality transformed the SDCA into a space that fosters learning and well-being for individuals on the autism spectrum. This project exemplifies our expertise in complex historic renovations and unwavering commitment to creating positive community impacts.



Project Executive	Project Manager	Superintendent	Preconstruction
Samuel W. Daniel	L. J. Swain	John B. Williams, III	Burton M. Marshall, II

St. Joseph's Villa Sarah Dooley Center for Autism
Richmond, Virginia

- Project Address: **8000 Brook Road, Richmond, Virginia 23227**
- Size of Project (sf): **24,000 sf**
- Owner's Name, Address, Phone Number, Contact: **St. Joseph's Villa, Sarah Dooley Center for Autism, 8000 Brook Road, Richmond, Virginia, Kathleen Barrett, 804.349.9940**
- Architect's Name, Address, Phone Number, Contact: **Odell Associates, Inc., 111 Virginia Street, Suite 401, Richmond, Virginia, Carolyn Entzminger, 804.287.8255**
- Final Contract Amount: **\$6,606,002**
- Provide explanation for any cost or schedule growth greater than 10%: **At nearly 100 years old, and having never had a total renovation – only required maintenance – there were unforeseen issues and conditions that became apparent as a result of the selective demolition phase of the work, resulting in increased cost. Also, the Owner chose to upgrade some of the finishes, resulting in additional cost.**
- Project Description, i.e., function of building, number of floors, building systems (structural, mechanical, electrical, etc.) and any specific project features or complexities: **St. Joseph's Villa commenced its operations about 1834, and by Circa 1930, experienced expansion of its Ministry to the point of constructing what is now known as the Sara Dooley Center for Autism. The 24,000 SF Facility has not experienced a comprehensive renovation since being constructed, and is now embarking on a complete renovation—new HVAC, plumbing, electrical, windows, as well as reconfiguring the building to establish a 'State of the Art' Autism center that will serve 57 localities throughout Virginia.**

The renovation also includes major structural modifications to create an 'Atrium' effect in the Lobby, along with a reconfigured Entry to the facility, as well as the conversion of a 'sloping' auditorium to a one level Community Hall. The Work also includes exterior modifications to the front approach, establishing an accessible entrance.
- Project Delivery Method: **Design-Bid-Build**
- Describe key lessons learned: **This Project went extremely well. The Owner-Architect-Contractor team worked well together and made the work of the Project fun and enjoyable. So, instead of a lesson learned, we refer to this as a "lesson confirmed." That is to say, this Project exemplifies what teamwork and cooperative spirits accomplishes.**
- Provide evidence of any preconstruction services provided that resulted in cost savings and effective schedule management: **N/A**

Complex Roof Repair and Replacement

The Branch Museum of Architecture and Design
Roof Repairs
Richmond, Virginia

The Work included Roof Repairs over the entire roof area of the 27,000 sf Historic Landmark. The Work was performed in Phases and included slate repair, metal flashing replacements, flat roof replacements and gable metal roof replacement.

**PROJECT TEAM**

Sam Daniel - Proj. Exec.
 Samuel Daniel - PM
 John Williams - Super.
 Burton Marshall - Est.

CONST. SCHEDULE

Aug. 2018 - Feb. 2021

CONST. VALUE

\$382,350

OWNER

The Branch Museum of
 Architecture and Design
 2501 Monument Avenue
 Richmond, Virginia
 804.655.6101

ARCHITECT

Glave & Holmes Architecture
 2101 East Main Street
 Richmond, Virginia

CONTRACTOR

Daniel & Company, Inc.

The Branch Museum of Architecture and Design
Roof Repairs
Richmond, Virginia

- Project Address: **2501 Monument Avenue**
Richmond, Virginia 23221
- Owner's Name, Address, Phone Number, Contact: **The Branch Museum of Architecture and Design, 2501 Monument Avenue, Richmond, Virginia, Sharon Aponte, Executive Director, 804.655.6101, saponte@branchmuseum.org**
- Architect's Name, Address, Phone Number, Contact: **Glave & Holmes Architecture, 2101 East Main Street, Richmond, Virginia**
- Provide explanation for any cost or schedule growth greater than 10%: **The difference between original and final cost is not greater than 10%.**
- Project Delivery Method: **Stipulated Lump Sum Bid**
- Describe the role of your firm on the project: **Complete General Contracting services were provided.**
- Describe key lessons learned: **This Project was quite successful from the standpoint of safe and timely completion. As a result of constant interaction and communications with key Representatives of the Owner, we developed a renewed appreciation for Owner-Contractor teamwork and have made a stronger effort to have those same relationships on other projects.**

Exhibit C

Project Management Staff Resumés





SAMUEL W. DANIEL

CHIEF EXECUTIVE OFFICER



CAREER HIGHLIGHTS:

- ❖ 45+ years industry experience, including estimating, project management, and project supervision of:
New Construction | Modernization | Renovations | Additions
- ❖ Established Richmond Regional Office for John W. Daniel & Company, Inc. in 1979
- ❖ Founded Daniel & Company, Inc. in 1996
- ❖ Oversight of Company Operations
- ❖ Responsible for Financial Management

PROFESSIONAL AFFILIATIONS & MEMBERSHIPS:

- ❖ Gubernatorial Appointments:
 - Citizens Advisory Council for Interpreting the Executive Mansion – CAC Chair
 - Design Build/Construction Management Review Board - Member
- ❖ The Henricus Foundation
 - Board of Directors
- ❖ Virginia Capital Foundation
 - Board of Directors
- ❖ Associated General Contractors (Richmond District)
 - 2nd Vice President, 1st Vice President, President
 - Carpentry Apprenticeship Committee, Chair
- ❖ Construction Specifications Institute (Richmond Chapter)
 - Board of Directors, Advertising Chair, Treasurer
 - Scholarship Foundation
- ❖ J. Sargeant Reynolds Community College, Dept. of Architecture & Engineering Technology
 - Advisory Board
- ❖ American Institute of Architects (Richmond Chapter)
 - Honorary Member
- ❖ The Branch Museum of Architecture and Design
 - Board of Trustees
 - Treasurer



The Branch
Museum of Architecture and Design



EDUCATION:

- ❖ B.S., Virginia Polytechnic Institute and State University, 1974
- ❖ M.B.A., College of William & Mary, 1977



BURTON M. MARSHALL, II

VICE PRESIDENT, PRECONSTRUCTION



CAREER HIGHLIGHTS:

- ❖ Over 30 years of experience with commercial and industrial construction projects ranging from \$10,000 to \$15,000,000.
- ❖ Provides strategic leadership in all aspects of project control, including budgeting, scheduling, contract administration, subcontractor/MBE development, and project assessment.
- ❖ Manages the preconstruction process, ensuring meticulous accuracy through in-depth construction document review and quantity takeoff.
- ❖ Proven track record of overseeing proposal evaluation and selection, guaranteeing qualified vendors meet project requirements and budgetary constraints.

SELECTED PROJECT EXPERIENCE:

- **Maymont Mansion and Animal Habitats Improvements** Richmond, VA
Preconstruction | Value Engineering | Historic Renovation | Private
- **Chesterfield Fire Station #8** Chesterfield, VA
Preconstruction | New Construction | Public Safety | Local Government
- **Henrico County Police Annex** Henrico, VA
Preconstruction | New Construction | Evidence Storage
- **Jamestown Island Church Tower Enclosure** Jamestown, VA
Preconstruction | Historic Preservation | New Construction | Private
- **Hanover County Courthouse Adaptive Reuse** Hanover, VA
Preconstruction | Renovation | Office Building | Local Government
- **St. George's Episcopal Church Renovation** Fredericksburg, VA
Preconstruction | Historic Renovation | Historic Finishes | Religious
- **Tucker Brothers Store Building Renovation** Charlotte Court House, VA
Preconstruction | Historic Restoration | Historic Tax Credit | Private
- **Walkerton Tavern Renovation & Addition** Henrico County, VA
Preconstruction | Project Manager | Elevator Addition | Comfort Station

EDUCATION & CERTIFICATIONS:

- ❖ ASPE – American Society of Professional Estimators
- ❖ Construction Management B.S., East Carolina University, 1992





WEBSTER T. MARTIN

VICE PRESIDENT, PROJECT MANAGEMENT



CAREER HIGHLIGHTS:

- ❖ Responsible for management of new construction projects, renovations, additions, and special projects including historic monuments and memorials.
- ❖ Project assessment including project management, scheduling, contracts, and budgets.
- ❖ Assimilation of estimates consisting of construction documentation review, quantity takeoff, and pricing.
- ❖ Project sizes range from \$25,000 to \$10,000,000.
- ❖ Over 27 years of construction experience

SELECTED PROJECT EXPERIENCE:

- Hadleigh Hall – Taylor Residence
Project Manager | Preconstruction Services | Historic Renovation
- VDOT Montpelier AHQ Combo Building, CSB, & Fuel Island Canopy
Project Manager | New Construction | Office Building | CSB Montpelier, VA
- Powhatan Fire Station #1 Expansion
Project Manager | Renovation | Owner Occupied | Public Safety Powhatan, VA
- VDOT Ruffin Mill – Chemical Storage Building
Project Manager | New Construction | Industrial | Government Chesterfield, VA
- War Memorial Carillon: Maintenance Repairs & Elevator Replacement
Project Manager | Historic Renovation | Monument Richmond, VA
- McGuffey Art Center Exterior Improvements
Project Manager | Historic Renovation | Owner-Occupied Charlottesville, VA
- Virginia Women's Monument
Project Manager | New Construction | Monument | Capitol Square Richmond, VA

EDUCATION & CERTIFICATIONS:

- ❖ Engineering - J. Sargent Reynolds Community College, 2003
- ❖ DEQ – Responsible Land Disturber (RLD) #RLD20415
- ❖ DPOR – Class A Commercial/Residential Certified Individual





JOHN B. WILLIAMS, III

SUPERINTENDENT

CAREER HIGHLIGHTS:

- ❖ **39 Years of Proven Experience:** Adept at planning, scheduling, and supervising construction activities to ensure project success.
- ❖ **Versatile Expertise:** Extensive experience in new construction, expansions, and renovations for private and public sector clients.
- ❖ **Collaborative Approach:** Providing seamless support to project managers and fostering strong relationships with subcontractors and owners.
- ❖ **Unmatched Craftsmanship:** Over 30 years of carpentry experience and 20 years of hardware and door installation expertise ensure exceptional quality on every project.



SELECTED PROJECT EXPERIENCE:

- **Maymont Mansion and Animal Habitats Improvements** Richmond, VA
Superintendent | Historic Renovation | New Construction | Private
- **Chesterfield County Fire Station #8** Chesterfield County, VA
Superintendent | New Construction | Public Safety | Local Government
- **VDOT Marysville AHQ Combo Building, CSB, & Fuel Station** Gladys, VA
Superintendent | New Construction | Office Building | CSB | Fuel Station
- **St. Joseph's Villa Sarah Dooley Center** Richmond, VA
Superintendent | Historic Renovation | Complex Structural Modifications
- **St. Mary's Catholic Church - Elementary School Renovations** Henrico, VA
Superintendent | Renovation | Place of Worship
- **Saint Jude Catholic Church – Expansion & Renovation** Mineral, VA
Superintendent | Addition | Renovation | Place of Worship
- **The College of William & Mary – Pi Phi Renovation** Williamsburg, VA
Superintendent | Renovation | Education

EDUCATION & CERTIFICATIONS:

- ❖ John Tyler Community College
- ❖ Spanish (Fluent – Business Communication)
- ❖ First Aid | CPR AED
- ❖ Responsible Land Disturber, RLD17507
- ❖ Erosion & Sediment Control Contractor Certification, ESCCC#3-01404





CHARLES EARLEY

SUPERINTENDENT

CAREER HIGHLIGHTS:

- ❖ Over 35 years of experience in the construction industry, having spent time in both the public and private sectors. Charles has a high-level understanding of how to successfully run a project.
- ❖ Acts as the primary liaison between project management team, owner representatives and the
- ❖ Highly prioritizes job site safety to ensure a safe work environment is always present.



SELECTED PROJECT EXPERIENCE:

- **Powhatan County Fire Station #1 Expansion** Powhatan, VA
Superintendent | Renovation | Owner Occupied | Phased | Public Safety
- **Libbie Mill Public Library** Henrico, VA
New Construction | Local Government
- **UVA Medical Center, Primary Hospital 7th & 8th Floor Renovation** Charlottesville, VA
Renovation | Owner Occupied | Medical Facility
- **University of South Carolina Dormitory Construction** Columbia, SC
New Construction | Education | State Government

EDUCATION & CERTIFICATIONS:

- ❖ ESCCC Certified
- ❖ OSHA 10
- ❖ First Aid | CPR AED

Subcontractors



Saunders Roofing has been in continuous operation since 1942 and specializes in traditional roofing. The supervisor and foreman on your job will each have over 20 years of experience in traditional roofing and are well versed in traditional roofing installation as well as the details specific to your building.

Below is a list of some of the projects Saunders Roofing has completed. The list includes many historical sites as we are on the Virginia Department of Historic Resources vendor registry. Other projects include newer modern construction, churches, universities, government buildings, as well as multi-use commercial and residential buildings.

St. John's Church
College of William and Mary
Lewis Ginter Botanical Gardens & Recreation Association
Branch House Museum
Virginia Museum of Fine Arts
Poe Museum
Valentine Center--Kent Valentine House
Violet Bank Museum
St. Mary's Episcopal Church
Maggie Walker Historical Site
Robinson House
Randolph-Macon College
Presidential Court Club Condos
YWCA of Richmond
English Village
Cold Harbor National Cemetery
Science Museum of Virginia
Belle Grove Plantation House
Belle Isle State Park
Shirley Plantation
All Saints Episcopal Church
Tabernacle Baptist Church
Sixth Mount Zion Baptist Church
St. Patrick's Catholic Church
First English Lutheran
Moore Street Baptist Church
Huguenot Road Baptist Church
Garland Avenue Baptist Church
National Railway Historical Society
Union Theological
Church Hill Gables
St. Joseph's Villa
Masonic Home of VA
Oliver Hill Courts Building
Riverside School
Sabot School at Stony Point
Belmead Mansion
Virginia State University
The Virginia House
Holy Rosary Church
Maymont Mansion
Mathews County Courthouse
Bethlehem Lutheran Church
Governor's Mansion Guard House
Cumberland County Courthouse & Museum



RESTORATION PORTFOLIO

VIRGINIA MASONRY RESTORATION

Virginia Masonry



Restoration

Company Profile

Virginia Masonry Restoration specializes in the preservation, restoration, and construction of historically significant masonry projects. We have extensive experience working on National Historic Register projects of all types which requires a companywide appreciation for the significance of the work we do. Our team is trained to understand masonry from a historical perspective, to focus on the long term performance of the work, and to ensure that we are able to maintain an aesthetic standard in keeping with the significance of every project.

We have a long resume that shows a wide range of masonry disciplines, but it also serves as a list of projects that required special sensitivity to unique work environments, dealing with the public on a daily basis, safety, and an ability to adapt and coordinate as part of a large team.

Warren Davies

Winner of 2019 Virginia AIA Craftsmanship Award

A third generation brick and stone mason with 35 years of experience, specializing in historic masonry restoration and preservation. The following is a list of projects completed by Warren Davies. These projects have all required varied degrees of masonry stabilization and restoration. *The projects listed below are all listed on the National Register of Historic Places and Virginia Landmarks Register.*



Historic Restoration Project Experience

1. Virginia State Capitol- Complete Façade Restoration. Terra cotta restoration and repairs.
2. Main St. Clock Tower- Restoration of all terra cotta and brick masonry above roof line on clock tower.
3. Leigh Street Armory- Terra cotta restoration. Completely rebuilt turrets, crenellations, arches, and structural rehabilitation.
4. Belmead Mansion- Rebuilt multiple fluted chimneys.
5. Branch House- Structural chimney repairs and restoration.
6. First African Baptist Church (now Randolph Minor Building VCU). Brick, repointing, and stucco repairs.
7. Mount Airy Plantation- 1700's Brick, stone, chimney, restoration and stabilization. (Participated in filming of 10 episode HGTV series "Rehab Virginia").
8. Executive Mansion- Brick, repointing, paving, repairs, and new accessibility ramp. Capitol Square Richmond, VA
9. Washington Equestrian Monument- Granite restoration and repairs.
10. Battersea Plantation- 1700's Brick, repointing, structural stabilization, restoration and repairs.
11. Kittiewan Plantation- 1700's Brick, repointing, structural stabilization, and chimney/fireplace restoration.
12. Merchants Hope Church- 1700's masonry stabilization and restoration.
13. Blandford Church- 1700's Brick restoration and structural repairs.
14. Castlewood Plantation- 1817 Brick foundation and chimney restoration.
15. Jamestown- Old Church Cemetery- Rehabilitation/restoration of (5) original brick tombs, church tower rehabilitation.
16. John Marshall House- Chimney restoration.
17. James Monroe's Law Library- Masonry restoration.
18. Holly Lawn (Richmond Council of Garden Clubs House)- 1901 Brick restoration and structural repairs.

In addition to these projects, he has completed restoration and repair work on historic homes and buildings throughout Virginia, particularly in the Historic Fan District and Church Hill area of Richmond. As a testament to Warren's credentials, some qualifying considerations are:

1. Winner of 2019 Virginia AIA Craftsmanship Award
2. Certified in use of Jahn Restoration and Cathedral Stone Products.
3. Trained/certified in stone restoration. Heritage USA
4. Certified in stone monument restoration and repair. MB Stone Restoration
5. Certified in use of Edison Coatings products.
6. Trained/certified in use of Traditional Lime Mortars under Jimmy Price of Virginia Lime Works.
7. Has taught many workshops and classes in masonry restoration.
8. Consultant on historic projects throughout Virginia.
9. Served as an expert witness related to historic masonry in civil court cases.

Select Project Details

Project Name:	Virginia State Capitol
Project Address:	Capitol Square; Richmond, VA
Owner's Name:	Department of General Services
Address:	1100 Bank Street, 10 th Floor, Richmond, VA 23220
Contact:	Anthony Griffin- Deputy Director of Maintenance and Facilities DGS
Phone:	804-786-3134
Email:	Anthony.Griffin@dgs.virginia.gov

Project Details:

This project included the following scope of work:

1. Sounding and visual inspection of 100% of the building surface which includes stucco, granite, limestone, and architectural terra cotta. This inspection required access from an aerial lift and detailed documentation.
2. Completion of a 38 page report detailing the condition of the building with recommendations for products and procedures to complete repairs. This report was reviewed by Commonwealth Architects and submitted for approval. The report was accepted and all of the recommendations in it were added to the job scope with no exceptions.
3. Extensive repairs to stucco cracks and delaminated stucco.
4. Extensive repairs to brick substrate.
5. Repointing of approx. 30% of all terra cotta cornice, corbelled brackets, and cornice mortar joints using traditional lime mortar.
6. Repointing to 100% of all mortar joints in granite water table and upper accent units.
7. Structural repairs to terra cotta units.
8. Multi-step low pressure cleaning procedures for 100% of the building surface including KEIM Lime Remover, KEIM Stone Cleaner N, and Prosoco Bio-Wash.
9. Coating of horizontal sills and architectural accents with KEIM "Silan 100" waterproofing solution.
10. Coating of 100% of the building exterior with KEIM "Dilution Solution" for consolidation of existing stucco and coating to provide bonding coat for coatings.
11. Localized treatment of micro-cracks in stucco with KEIM "Contact Plus" Mineral Silicate Coating.
12. Multiple coatings, depending on existing condition, with KEIM "Royalan" Mineral Silicate Coating.

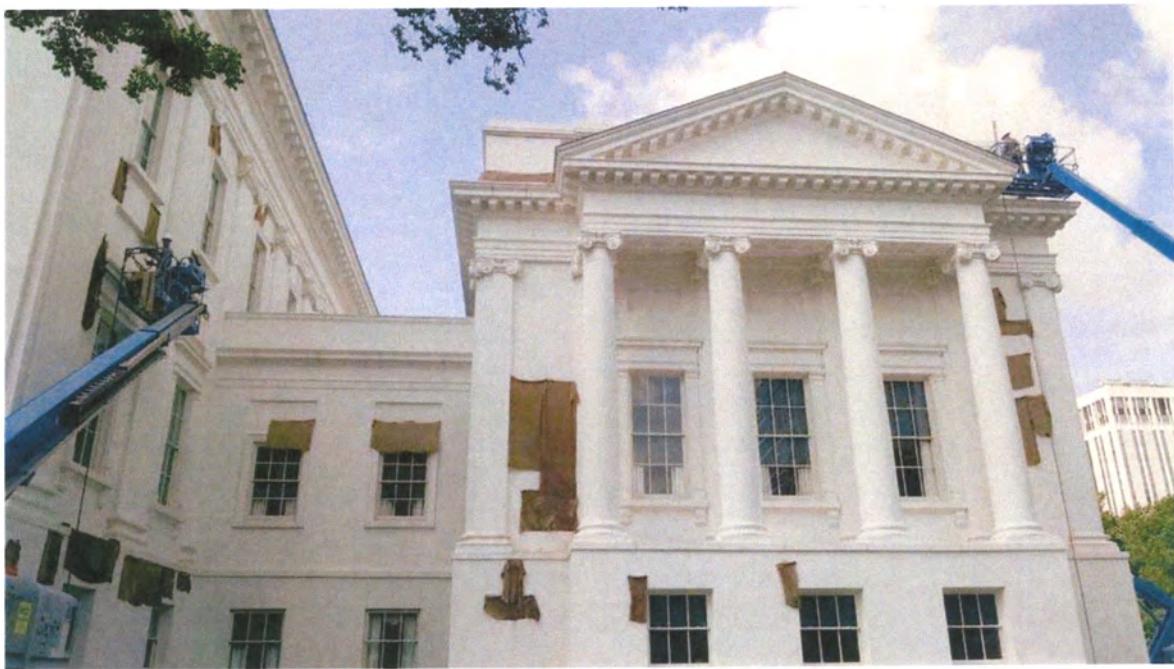


Figure 1: Virginia State Capitol Stucco Repairs covered in burlap to maintain moisture levels during curing period



Figure 2: Virginia State Capitol, fully cured repairs to delaminated stucco.

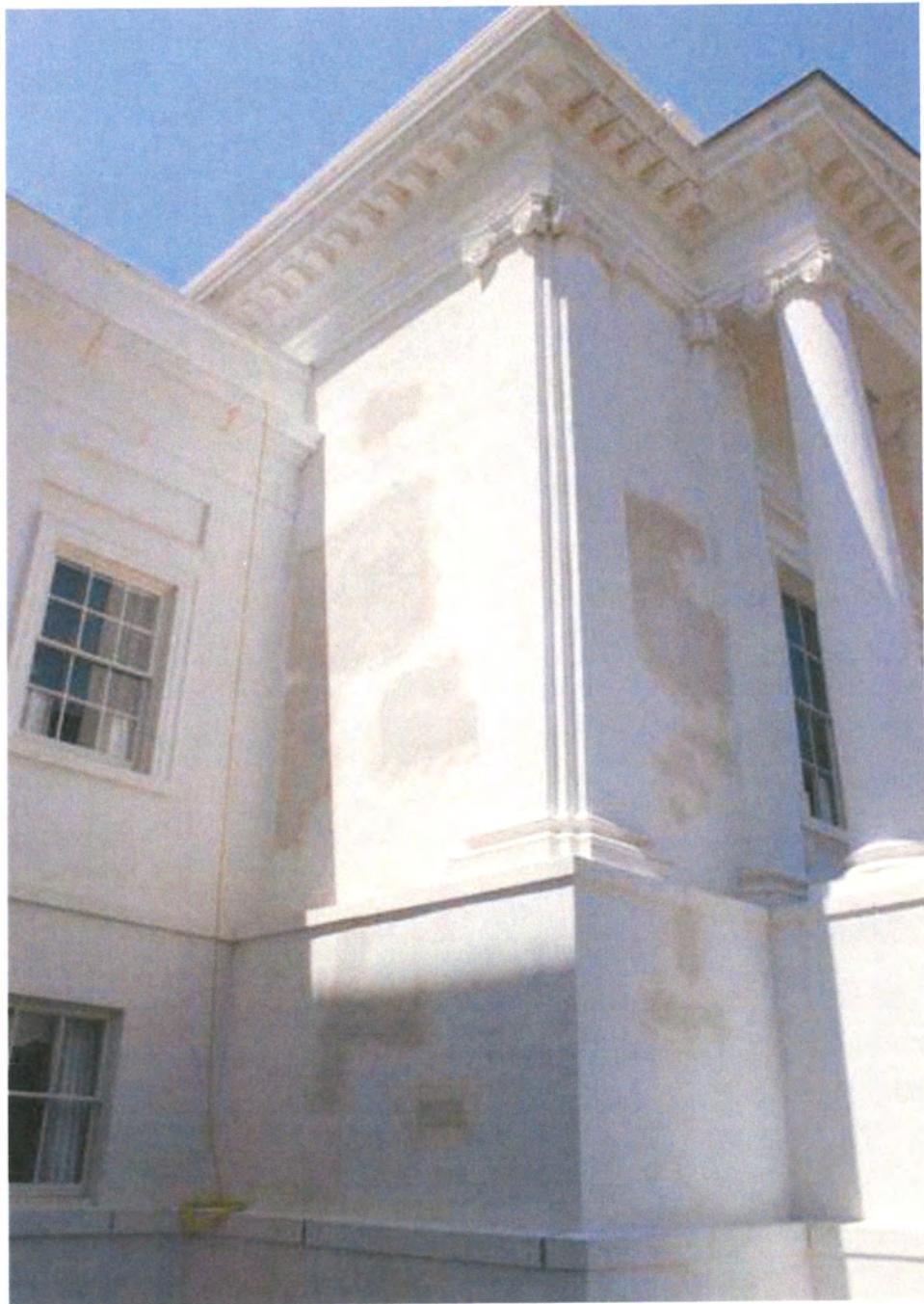


Figure 3: Virginia State Capitol, Stucco Repairs

Project Name:**Belmead Mansion**

Project Address:

5000 Cartersville Rd. Powhatan, VA 23139

Owner's Name:

Sisters of the Blessed Sacrament

Contact:

Sister Maureen Carroll- Francis/St. Emma

Phone:

(804) 598-8938

Email:

maureentc@aol.com

About Belmead Mansion

Designed in 1845 by renowned American architect Alexander Jackson Davis, this Gothic Revival manor house is an architectural masterpiece and the heart of a 2,000-acre rural landscape.



Figure 4: Belmead-on-the-James North Elevation

Project Details:

This project included the following scope of work:

The rehabilitation and stabilization of Belmead Mansion is a multi-year effort that began in 2012 with the installation of a new slate roof and the rehabilitation of the chimneys and inner parapet walls. The next phase of work begins in August 2015 and the following phase beginning in spring 2016 will include complete restoration of the exterior stucco and windows.

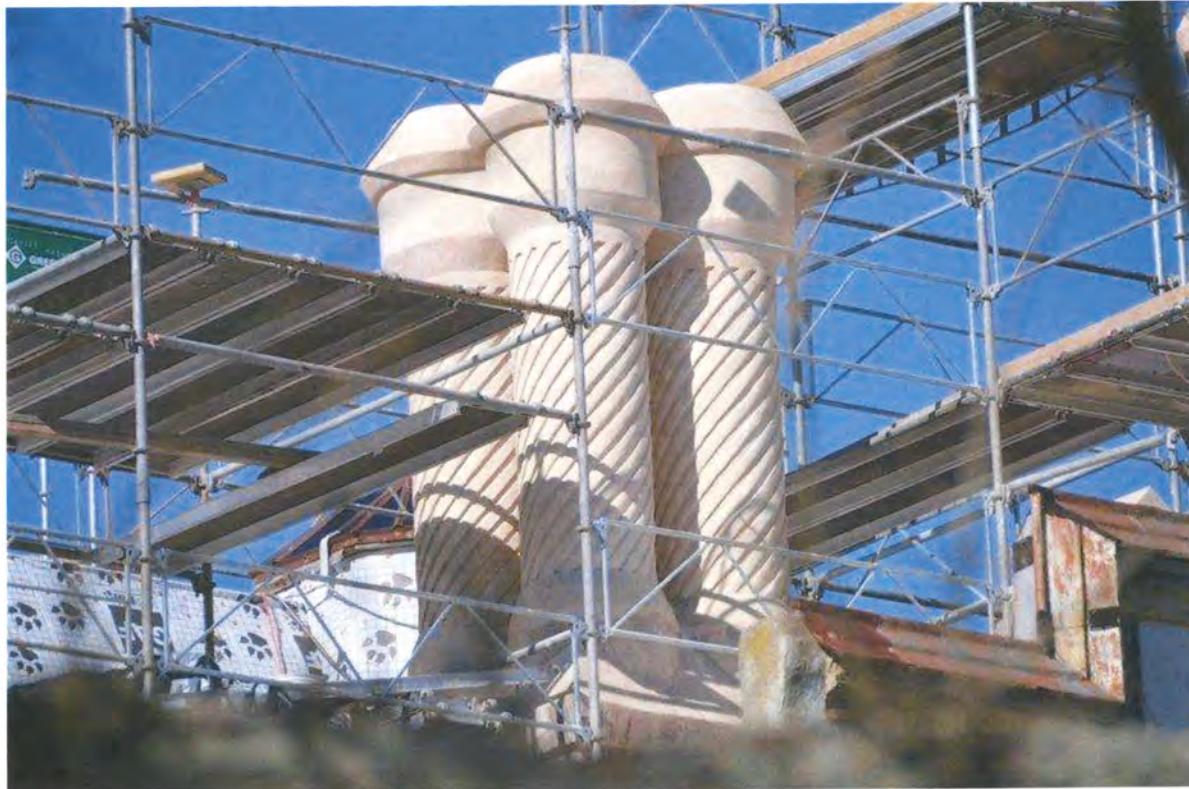


Figure 5: Belmead-on-the-James Spiral Fluted Chimneys

The chimneys shown above were badly damaged during the earthquake and none of the fluted part of the chimneys remained standing. The repairs included dismantling the chimney into the base as much as possible to create a key that locked the new chimney into the existing base. The brick were Old Carolina Handmade Wood Mold and the traditional lime render was NHL 5. The chimney was scaled from old photographs to include the width of the flutes and the heights and angles of the corbelling.

All of the brick were cut into compass brick or into special shapes for the corbelling. There were (6) sets of chimneys altogether that required varied degrees of rehabilitation. Some were taken down to the roofline and others were able to be partially dismantled and repaired.

This project also included interior plaster repair. Many of the window heads had collapsed due to pervasive water penetration over many years. These heads were rebuilt with steel lintels used for support and then the brick were coated with plaster to match the interior finishes.



Figure 6: Belmead-on-the-James Chimneys 2 and 5

Project Name: First African Baptist Church (now Randolph Minor Building VCU)

Project Address: 301 College Street, Richmond, VA

Owner's Name: Virginia Commonwealth University

Owner's Rep: Commonwealth Architects

Address: 101 Shockoe Slip, Third Floor, Richmond, VA 23219

Contact: Susan Reed, AIA, NCARB- Director of Historic Preservation

Phone: (804) 649-9303

Email: sreed@glaveandholmes.com

Project Details:

This project included the following scope of work:

The First African Baptist Church was built in 1876. Our scope of work included extensive brick repointing and localized repair work. The scope also included a completely new coating of stucco on the front entrance columns.



Figure 7: First African Baptist Church- Stucco Replacement at Front Entrance Columns



Figure 8: First African Baptist Church- Stucco Replacement at Front Entrance Columns

Project Name: **Main Street Station Clock Tower- Richmond VA**

Project Address: 1500 E. Main Street, Richmond, VA 23219
Owner's Name: City of Richmond
Contact: Rob Irby- Capital Projects Manager
Phone: 804.646.6613
Email: william.irby@richmondgov.com

Project Details:

This project included the following scope of work:

1. The brick that were used on both building facades are called Iron Spots. These were fired in hotter kilns and tend to be much denser and more durable than traditional clay brick of the period.
2. Many of the decorative accents in the masonry façade have been built with terra cotta.

3. The mortar is tinted heavily and required consistent matching, mixing, application, and hydration throughout the project.
4. The work performed in 2008 and 2009 was specifically related to the highest parts of the Clock Tower from the low edge of the roofline to the top of the tower itself. This required coordination with CSX Railroad personnel several times a day. This also required an ability to adapt scaffold to masonry surfaces that were difficult to access. The height required a constant vigilance related to safety of workers as well as the public.
5. The mortar joints on the Clock Tower were extremely thin and required great care during the mortar removal process. A critical element of the process was to do no harm to the masonry and terra cotta units during the preparation and execution of the work.
6. The overall significance of the Main Street Station Restoration to the Richmond skyline as well as its historic importance meant that this work had to be performed with sensitivity to the aesthetics of the restoration. Even with the closest scrutiny of the mortar joints on the Clock Tower it is difficult to find the difference between the restored work area and the surrounding masonry.



Figure 9- Main Street Clock Tower Restoration

Project Name: Leigh Street Armory- Richmond, VA

This project was for the City of Richmond.

Contact: Tyler Potterfield
Planner II
Planning and Preservation Division
Department of Planning and Development Review- City of Richmond
Phone: 804.646.6364
Email: thomas.potterfield@richmondgov.com

Project Details:

This project included the following scope of work:

1. The rehabilitation and stabilization of this building required a comprehensive understanding of historic masonry construction. Several walls and three of the turrets at the corners of the building had to be rebuilt to varying degrees. This task was challenging because the original building was built using one color of brick that happened to be two different sizes. The South and West walls were built using a thinner brick than the North and East walls. When we took over the project a previous masonry firm had already dismantled many sections of wall and the brick had been destroyed during the process or were all mixed together without regard to the differences in size. This was difficult because the walls had to be rebuilt to include many tall arched window openings with specific heights as well as finding a way to course the walls together despite half of the building being built with a different sized brick than the other half. There were many other considerations that also had to be made related to the size of the brick but the end result is that this rehabilitation was done using 25,000 + new brick that have blended all of the towers and walls together seamlessly. This required meticulous planning and many complex decisions in order to rebuild the structure in the same way it was done originally.
2. The building had a considerable amount of terra cotta that had to be repaired, replaced, or repointed. All of the terra cotta crenellations were removed and reinstalled.
3. The aesthetic considerations on this project were no less important than the structural. Lime mortar was used to do the restoration work. This required an understanding of how lime mortar functions and how to install it with an emphasis on hydration and moisture control. These are critical elements of masonry restoration.



Figure 10- Leigh Street Armory Rehabilitation

Project Name: **Lady Byrd Hat Factory- Richmond, VA**

Contact: Margaret Freund- Owner Fulton Hill Properties
Phone: 804.226.9555

Project Details:

This project included the following scope of work:

1. The paint from the canal elevation had to be completely removed. Once the paint was removed a layer of carbon and pollution was exposed. There were thick black layers that were deep into the pores of the brick and these stains were completely untouched by the paint removal process. Removal of the paint and carbon staining required great attention to safety and the capturing of run off from the cleaning process.
2. Adaptive Reuse of this facility required many openings to be created or filled. The granite walls of the building were actually the original granite walls of the canal. They were 7 feet thick at the bottom and the door penetrations through the granite required an ability to make the new jambs and heads of the openings blend in with the original masonry. Many window and door openings

had to be rebuilt as well as many of the arches. These repairs are now a seamless part of the building exterior and interior.

3. The building had a great deal of repointing. The repointing was done using traditional lime mortar and required a blending of mortar colors and joint styles to match the walls that had been built at different times over the years.



Figure 11- Lady Byrd Hat Factory (Before)

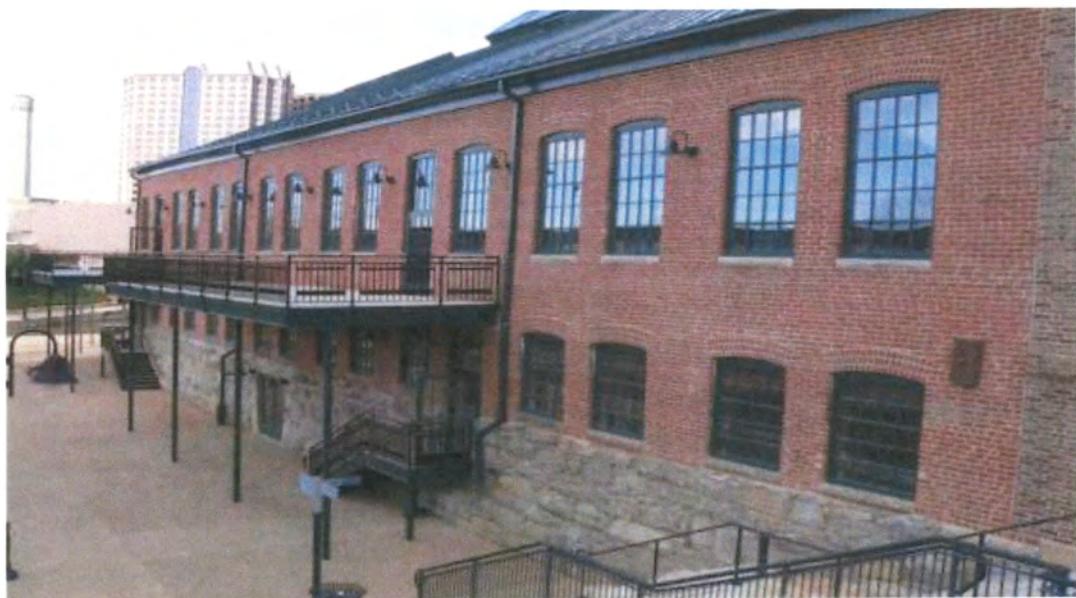


Figure 12- Lady Byrd Hat Factory (After)

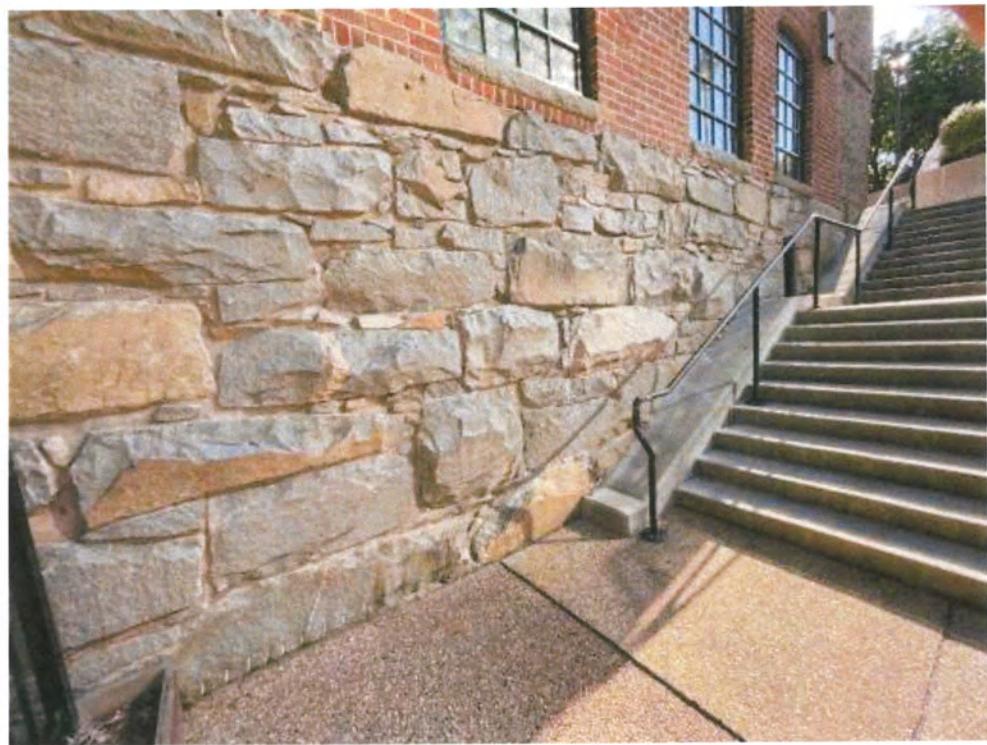


Figure 13- Lady Byrd Hat Factory (After)

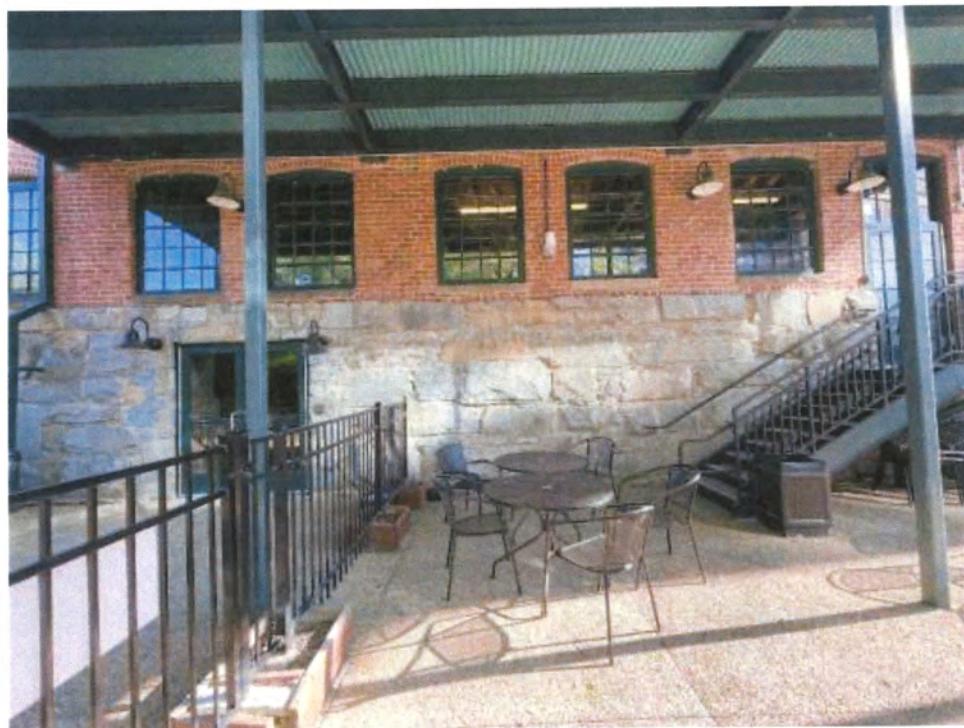


Figure 14- Lady Byrd Hat Factory (After)

Project Name: Washington Equestrian Monument

Project Address: Capitol Square- Richmond, Virginia
Owner's Name: State of Virginia
Owner's Representative: Erich Thomas
Contact: Erich Thomas- Department of General Services
Phone: 804-225-7292
Email: Erich.Thomas@dgs.virginia.gov

Project Details:

This project included the following scope of work:

This was a full restoration of the entire granite monument which included resetting all of the granite stairs and pavers below the base of the monument. We served as consultants on the project for the general contractor and performed restoration work on the monument.

The granite dutchmen were sourced from salvaged granite blocks that were originally part of the Richmond canal wall.



Figure 15- Washington Equestrian Monument (After)

Project Name: **Virginia Indian Monument**

Project Address: Capitol Square- Richmond, Virginia
Owner's Name: State of Virginia
Owner's Representative: Robert Burns
Contact: Robert Burns- Commonwealth Architects
Phone: 804-648-5040
Email: RBurns@comarchs.com

Project Details:

This project included the following scope of work:

This was a new installation named "Mantle" designed by the Native American artist Alan Michelson. It is on the grounds of the Virginia State Capitol.



Figure 16- Virginia Indian Monument- Virginia State Capitol

Project Name: **Virginia Women's Monument**

Project Address: Capitol Square- Richmond, Virginia
Owner's Name: State of Virginia
Owner's Representative: Susan Reed
Contact: Susan Reed- Glave' and Holmes Architects
Phone: 804-649-9303
Email: SReed@glaveandholmes.com

Project Details:

This project included the following scope of work:

This was a new installation of architectural granite and bronze statues named "Voices from the Garden" dedicated to honor the contributions of women to the State of Virginia.



Figure 17- Virginia Women's Monument- Virginia State Capitol

Project Name: Joan of Arc Monument

Project Address: Longwood University
Owner's Name: State of Virginia
Owner's Representative: Kim Bass
Contact: Kim Bass- Deputy Director- Capitol Design and Construction
Phone: 434-395-2983
Email: basskh@longwood.edu

Project Details:

This project included the following scope of work:

This was a new installation of architectural granite and limestone with a bronze statue of Joan of Arc by Scottish sculptor Alexander Stoddart who is the sculptor for the Queen of England in Scotland.



Figure 18- Joan of Arc Monument- Longwood University

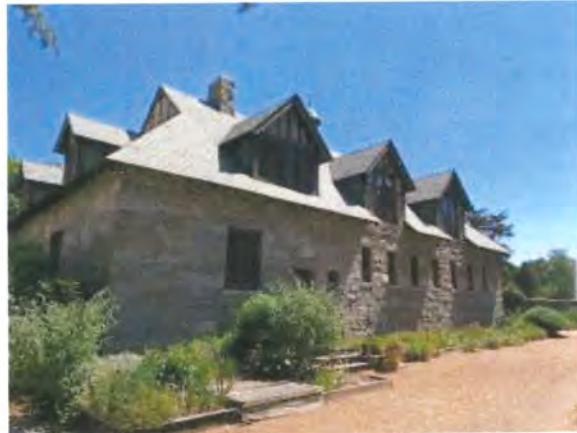
Project Name: Maymont Park- Carriage House Stone Restoration

Project Address: 1700 Hampton St, Richmond, VA 23220
 Owner's Name: Maymont Foundation
 Owner's Representative: Fred Murray
 Contact: Fred Murray
 Phone: 804-358-7166
 Email: fmurray@mymont.org

Project Details:

This project included the following scope of work:

Repointing the mortar joints on the building and the carriage courtyard walls.



Figures 17- Carriage House at Maymont Park

Project Name: Battersea Plantation

Project Address: 1289 Upper Appomattox St, Petersburg, VA 23803
 Owner's Name: Battersea Foundation
 Owner's Representative: Sandy Graham- President- Battersea Foundation
 Contact: Toni Clark- Executive Director- Battersea Foundation
 Phone: 804-586-3337
 Email: Toni.Clark@comcast.net

Project Details:

This project included the following scope of work:

This is a multi-phase project that includes extensive structural rehabilitation, restoration and repairs. The West Pavilion of the house was very close to collapse due to the structural failure of the basement foundation wall and recent seismic events. The South and West exterior walls were buttressed with timbers and concrete stabilization blocks to prevent full collapse of the West Elevation which had pulled away from the adjoining walls by as much as 5".

The brick foundation walls of the basement were systematically repaired with a combination of underpinning and shoring to prevent further movement in the walls above. 90% of the West Elevation was rebuilt around the buttress system in ten stages to minimize the disturbance to the roof framing, the pocketed interior framing, the porch roof, and the adjoining masonry walls. The rebuilding process included the installation of new steel lintels at all openings and rebuilding of the gauged brick arches to match the original construction.

Future phases will require similar repairs to the entire house. On completion of all structural restoration and repair, the entire house will be coated with stucco to match the existing.



Figures 21-22- Battersea West Pavilion Buttressed Walls

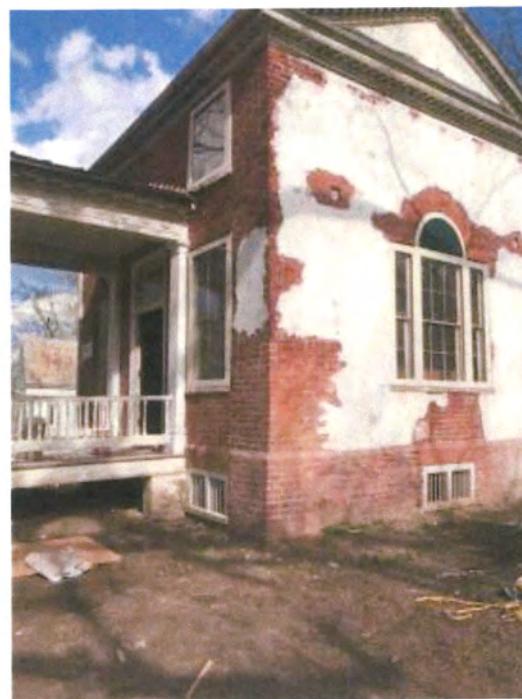


Figure 23- Battersea West Pavilion Structural Rehabilitation

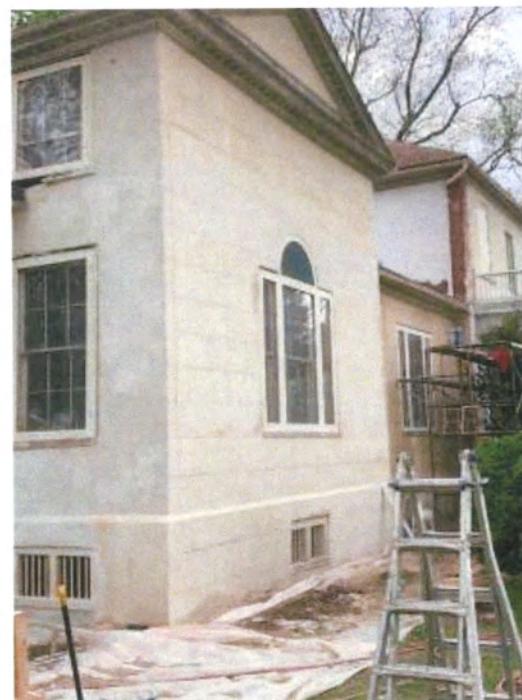


Figure 24- Battersea West Stucco Rehabilitation



Figure 25- Battersea Stucco Rehabilitation

END

JamStudios

37 SUMMERFIELD LANE
FREDERICKSBURG, VIRGINIA
22405
JAMSTUDIOS@COX.NET



540-845-7171

Qualification : Fluvanna Court House

- A. Wood Windows
- B. Wood Doors
- C. Hardware
- D. Shutters
- E. Bronze Bell

Jam Studios has been restoring historic architectural fabric of Federal, State and Museums nationwide but mostly central to Washington DC.

Established in 2001 giving us 24 years experience with prior 15 years under an employment with local restoration companies.

A, B,C; Recent experiences follows; WOOD

2023-2025- Grunley Construction, Subcontract to restore 1,400 windows, 193 doors and hardware for The Dept of Agriculture (Historic) Fab windows, doors and shutters in house

2025 -Episcopel Church, Fredericksburg, Va, sub to Daniel Construction window and door paint, (Historic)

2025- Organization American States Museum, GC for wood doors, fountains misc historic features (Historic)

2024- Cape Hatteras Lighthouse Lodge Restore, We were the GC performing structural wood repairs, windows, doors, gutters, paint restoration (Historic)

2023-2024- Fort Hunt House, Alexandria ,VA. K2 contracting, sub to restore exterior lead paint removal, wood restoration, windows, doors and hardware restore and paint (Historic)

2022-2023- Belmont Museum, (Historic) Wash DC. windows, doors, sub to HPM Contracting NPS

E. Recent experience as follows: BRONZE

1996-2009- Owned and operated Wegner Metal Arts Sculpture Foundry

2009-2025- National Marine Museum, GC to refinish and restore all the bronze monuments of the Museum, 20-30 monuments, stone and bronze

2025- Marine Corps Base, Quantico Va. sub to Akima Construction, refinish ,clean stone and marble on IWO Jima monumental statue.

REFERENCES PRIOR TO 5 YEAR WINDOW

NPS in Richmond (brick wall tuck point)

NPS in Fredericksburg, Va. (brick wall tuck point)

NPS in Petersburg, Va. (brick wall tuck point)

Historic townhomes ,Wash DC. Iron and Bronze restoration

NPS in Gettysburg, iron and bronze fence restoration

Madison Museum, Wash DC. wall repairs, plaster repairs

Architect of Capitol Wash DC. fountain work

Lincoln Memorial, Wash DC marble restore, bronze restore

Org of American States, DC marble, stone, monument restore 15 years duration

National Marine Heritage Foundation, Quantico, restore artifacts, 15 year duration

Etc. On call for NPS, AOC and foundry work

Small staff to include;

Mike Wegner,Justin Wegner, rolodex of craftsman per job tasks



F. RICHARD
WILTON
CONTRACTOR

211-B England Street
P.O. Box 1177
Ashland, Virginia 23005
P 804.798.1637
F 804.798.0405
frichardwilton.com

December 4, 2025

To: Daniel & Company
From: W. Scott Brannan
Re: Historical Projects

Listed below is a partial list of historical projects that we have been a part of. Please advise if additional information is needed.

Carrs Hill Renovation, UVA
Monticello, various projects
Virginia Governor's Mansion
Maymont
Virginia State Capital
Granby Street, Norfolk, VA
Mount Pleasant Plantation, Surry, VA
Historic Ashland Theater
Altria Theater
Brooks Bank Farm, Essex, VA
St. Paul's Episcopal Church, RVA
The Jefferson Hotel
Tivoli Farm, Gordonsville, VA
Central National Bank, RVA
Keswick Country Club
9th Street Office/Attorney General's Office
Tuckahoe Plantation, Goochland County
Swann's Point Plantation, Surry, VA
Sherwood Forest Plantation, Charles City, VA
Hotel Petersburg
Mount Sterling, New Kent, VA
Violet Bank & Museum, Petersburg, VA
The Wren Building at William & Mary 1695
The President's House at William & Mary 1732

BID FORM

Bid Time: 2:00 p.m.

Bid Due Date: November 24, 2025

Location: Fluvanna County Office
132 Main Street, Palmyra, VA 22963

BID FROM: **Daniel & Company, Inc.**
P.O. Box 6749 (23230)
4801 Hermitage Rd., Suite 200 (23227)
Richmond, VA

BID TO: Fluvanna County, Virginia

PROJECT: Fluvanna County Historic Courthouse Phase 2 Restoration

- Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid of:

\$ 1,879,000

One Million Eight Hundred Seventy-Nine Thousand DollarsDollar Amount is to be Shown Numerically

- Allowance: The allowance described in Specification Section 01 20 00, Price and Payment Procedures, is included in the Bid Price.
- Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amount is to be shown numerically.

Unit Price No. 1 – Wood Roof Deck Replacement

- Description: Replacement of existing deteriorated wood roof decking with 1-inch thick boards of the same size and type as the original as called for in Section 06 15 00, Wood Decking.
- Unit of Measurement: Square foot of board decking removed and replaced.

\$ 45 per sq. ft. of board decking removed and replaced.

Dollar Amount is to be Shown Numerically

Unit Price No. 2 – Replace Deteriorated Sill Plates at Roof

- Description: Replace deteriorated sill plates as shown on Drawings and as called for in Section 06 10 – 00, Rough Carpentry.
- Unit of Measurement: One sill plate replaced.

\$ 2,750 per replacement of one sill plate.

Dollar Amount is to be Shown Numerically

Unit Price No. 3 - Repair Deteriorated Rafter Tails at Roof

- a. Description: Repair deteriorated wood roof rafter tails as shown on the Drawings and as called for in Section 06 10 00, Rough Carpentry,
- b. Unit of Measurement: One wood rafter tail repaired.

\$ 625 per repair of one wood rafter tail.
Dollar Amount is to be Shown Numerically

Unit Price No. 4 – Stucco Crack Repair

- a. Description: Repair cracks in stucco at pilasters, columns, and portico ceiling as called for in Section 09 24 00, Cement Plastering.
- b. Unit of Measurement: Linear foot of crack.

\$ 138 per linear foot of crack repaired.
Dollar Amount is to be Shown Numerically

Unit Price No. 5 – Stucco Patching

- c. Description: Patch deteriorated or delaminated areas of stucco at the pilaster, columns, and portico ceiling s as called for in Section 09 24 00, Cement Plastering
- d. Unit of Measurement: Square foot of patch.

\$ 105 per sq. ft. of stucco patch.
Dollar Amount is to be Shown Numerically

Unit Price No. 6 – Brick Masonry Repointing

- a. Description: Repoint brick masonry on the building exterior as called for in Section 04 03 21 Historic Brick Masonry Restoration and Cleaning.
- b. Unit of Measurement: Square foot of repointing.

\$ 50 per sq. ft. of repointing.
Dollar Amount is to be Shown Numerically

4. Alternate Bids: The undersigned Bidder proposes the amount below be deducted from the Base Bid if the particular alternate bid(s) are accepted by the Owner. Amounts listed for each alternate bid include costs of related coordination, modification, or adjustment.

- a. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly.
- b. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time.
- c. Schedule of Alternate Bids:
 - i. Alternate Bid No. 1: Light Fixtures

Deduct \$ (20,000)
Dollar Amount is to be Shown Numerically

ii. Alternate Bid No. 2: Receptacles and Power

Deduct \$ (3,000)Dollar Amount is to be Shown Numerically.

5. Completion Time: The resulting Contract will have a 270 consecutive calendar day schedule for substantial completion after the date established in a written Notice to Proceed.
6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
 - a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.
 - b. That, if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form identified as Exhibit 4 and execute required performance and payment bonds within ten (10) days after receipt of the Intent to Award, will commence work within ten (10) days after the date of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated.
 - c. County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the County Two Hundred and Fifty Dollars (\$250.00) for each day that expires after the Substantial Completion Date until the Project is substantially complete.
 - d. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within ten (10) days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
 - e. That this bid may not be withdrawn for a period of sixty (60) days after the bid opening.
 - f. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
 - g. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.
 - h. Bids submitted by a "Joint Venture" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.
7. The following documents are attached to and made a condition of this Bid.
 - a. Certificate of No Collusion.
 - b. Offeror Statement
 - c. Proof of Authority to Transact Business in Virginia.
 - d. Bid security.
 - e. Listing of those Subcontractors indicated.
 - f. Listing of previous comparable projects (see Invitation for Bids Item 7(E)).
8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. Addendum No.1, dated 14 November 2025 Dated _____No. Addendum No.2, dated 14 November 2025 Dated _____No. Addendum No.3, dated 25 November 2025 Dated _____

LISTING OF SUBCONTRACTORS

IN THE EVENT THAT THE WORK LISTED IS BEING PERFORMED BY THE GENERAL CONTRACTOR AND NOT BY A SUBCONTRACTOR, SO INDICATE

Indicate the Name(s), of each entity performing the listed work:

SLATE SHINGLE ROOFING

Name: Saunders Roofing Co. Inc.

Address: 129 Richmond Hwy, Richmond, VA 23224

MASONRY

Name: Virginia Masonry Restoration

Address: 127 Richmond Hwy, Richmond, VA 23224

DOOR AND WINDOW RESTORATION

Name: Jam Studios

Address: 37 Summerfield Lane, Fredericksburg, VA 22405

PLASTER/STUCCO WORK

Name: F. Richard Wilton Contractor

Address: 211-B England Street, Ashland, VA 23005

PAINTING

Name: Daniel & Company, Inc.

Address: 4801 Hermitage Road, Suite 200, Richmond, VA 23227

Respectfully Submitted:



Daniel & Company, Inc.

Name of Bidder (Typed or Printed)

P.O. Box 6749 (23230)

4801 Hermitage Rd., Suite 200 (23227)

Richmond, VA

Address

BY:

Samuel W. Daniel

(Signature and Title) Samuel W. Daniel, Chief Executive Officer

2705034063

Contractor's Joint Venture License Number(s) or Contractor's License No.

804.213.0400

804.213.0401

Telephone Number

Fax Number

54-1798128

Federal ID Number or Social Security Number

4 December 2025

Date of Bid

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB E

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors January 7, 2026 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday January 7, 2026, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes January 7, 2026.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Courtroom, Fluvanna Courts Building
72 Main Street, Palmyra, VA 22963
January 7, 2026
Regular Meeting 5:00pm
Joint Work Session 7:00pm

MEMBERS PRESENT:

Tony O'Brien, Rivanna District, Chair
 Timothy M. Hodge, Palmyra District, Vice Chair
 Chris Fairchild, Cunningham District
 Mike Goad, Fork Union District
 John M. (Mike) Sheridan, Columbia District

ABSENT:

None.

ALSO PRESENT:

Eric M. Dahl, County Administrator
 Kelly Harris, Assistant County Administrator
 Dan Whitten, County Attorney
 Caitlin Solis, Clerk for the Board of Supervisors
 Barry Bibb, Cunningham District Commissioner, Chair
 Howard Lagomarsino, Palmyra District Commissioner, Vice Chair
 Lorretta Johnson-Morgan, Columbia District Commissioner
 Kathleen Kilpatrick, Fork Union District, Commissioner

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 5:03pm Mr. Eric Dahl, County Administrator called to order the 2026 Organizational Meeting. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

2026 Organizational Meeting of the Fluvanna County Board of Supervisors

Election of Chair - This action will elect a Chair to the Board of Supervisors for 2026. Mr. Eric M. Dahl, County Administrator, called for nominations.

- Mr. Sheridan nominated Supervisor O'Brien.

NOMINATION: Supervisor O'Brien

SUPERVISOR	NOMINATE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Chris Fairchild, Cunningham District			X			
Mike Goad, Fork Union District			X			
Timothy M. Hodge, Palmyra District		X	X			
Anthony P. O'Brien, Rivanna District					X	
John M. Sheridan, Columbia District	X		X			
4-0-1 (O'Brien abstained)						

Following the election of Chair, Mr. Dahl turned the gavel, and the meeting, over to Chair O'Brien.

Election of Vice-Chair - This action will elect a new Vice-Chairperson to the Board of Supervisors for 2026. Chair O'Brien opened the floor for nominations for Vice-Chair.

- Mr. Hodge suggested rotating Chair and Vice Chair. Mr. Whitten said they could make it a part of their bylaws. After some discussion, the Board agreed not to amend the bylaws to include a formal rotation.
- Mr. Sheridan nominated Supervisor Hodge.

NOMINATION: Supervisor Sheridan

SUPERVISOR	NOMINATE	SECOND	AYE	NAY	ABSTAIN	ABSENT
Chris Fairchild, Cunningham District			X			
Mike Goad, Fork Union District		X	X			
Timothy M. Hodge, Palmyra District					X	
Anthony P. O'Brien, Rivanna District			X			
John M. Sheridan, Columbia District	X		X			
4-0-1 (Hodge abstained)						

Supervisor Hodge was elected Vice Chair, and the nomination/voting process was complete.

Resolution Entitled "Organizational Meeting of the Fluvanna County Board of Supervisors 2026" - The Code of Virginia requires an annual organizational meeting of the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates.

MOTION:	To adopt the Resolution entitled " <i>Organizational Meeting of the Fluvanna County Board of Supervisors 2026</i> " which designates the location, day, and time of meetings. Meeting Place: <ul style="list-style-type: none">• Circuit Courtroom, Fluvanna Courts Building Meeting Times: <ul style="list-style-type: none">• Day Meetings begin at 5:00 pm and end at 9:00 pm, unless extended• Night Meetings begin at 6:00 pm and end at 10:00 pm, unless extended• When scheduled, Work Sessions begin at 5:00 pm prior to the regular evening meeting				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien
	ACTION:			Motion	Second
	VOTE:	Yes	Yes	Yes	Yes
	RESULT:	5-0			

Selection of Dates for the Board Meetings - This action will adopt the Board of Supervisors 2026 Regular Meeting Calendar.

- During the month of July, only one meeting will be held on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 6:00 p.m. for public hearings.

MOTION:	Adopt the Board of Supervisors 2026 Regular Meeting Calendar as presented, with the changes so made.				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien
	ACTION:		Second	Motion	
	VOTE:	Yes	Yes	Yes	Yes
	RESULT:	5-0			

Adoption of Board By-Laws and Rules of Practice and Procedures - This action will adopt the Fluvanna County Board of Supervisors By-Laws and Rules of Practice and Procedures.

MOTION:	Adopt the Board of Supervisors By-Laws and Rules of Practice and Procedure.				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien
	ACTION:		Second	Motion	
	VOTE:	Yes	Yes	Yes	Yes
	RESULT:	5-0			

Appointment of Board of Supervisor Members to Boards, Commissions and Committees – Every two years in even years, the Board determines Board member assignments on various Boards, Commissions and Committees.

MOTION:	Adopt the following Supervisor appointments to various boards and commissions for terms effective January 1, 2026, through December 31, 2027: <ul style="list-style-type: none">- Agricultural/Forestal Advisory Committee - Hodge- Central Virginia Regional Jail Authority - Fairchild- Community Policy Management Team (CPMT) – Hodge- Emergency Services Director (Chair or COAD - § 44-146.19) – Dahl- Finance Board (Chair) – O'Brien- Fork Union Sanitary District Advisory Committee - Goad- Parks & Recreation Advisory Board - Fairchild- Piedmont Workforce Network Council - O'Brien- Planning Commission - Goad- Rivanna River Basin Commission (RRBC) - Mbr #1 - Hodge- Rivanna River Basin Commission (RRBC) - Mbr #2 - O'Brien- Social Services Board - Hodge- Thomas Jefferson Planning District Commission (TJPDC) - O'Brien- Virginia Association of Counties (VACo) Legislative Contact (Chair) – O'Brien				
	MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien
	ACTION:			Motion	Second
	VOTE:	Yes	Yes	Yes	Yes
	RESULT:	5-0			

3 - ADOPTION OF AGENDA

- Mr. Dahl requested the addition of *Budget Calendar Update* to Unfinished Business.

MOTION:	Accept the Agenda, for the January 7, 2026 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:			5-0		

4 - COUNTY ADMINISTRATOR'S REPORT

Mr. Dahl reported on the following topics:

Wheelin' Sportsman Hunt at The Park

- WHEELIN' Sportsman Hunt at Pleasant Grove Park; December 19, 2025
 - Five hunters had a windy and low 40s day for the hunt that happened between 2 - 5:26pm.
 - Four deer were harvested during the event; marked with a white star on the middle picture.
 - Thanks to Emily Beasley Brown, Allan Beasley, Chris and William Black as well as Parks & Recreation staff Eric Armentrout, Brendan Krett, Matt Stancil, and Aaron Spitzer whom all assisted with the event.

January is National Stalking Awareness Month

- Stalking is a crime in all 50 states.
- Stalking behavior can include:
 - Unwanted phone calls, emails, texts, social media messages;
 - Approaching a victim or showing up unwanted at victim's home, workplace or school;
 - Watching, following or tracking a victim;
 - Doing/leaving things to let the victim know they have been there
- Need help? Know someone who does? Call the Fluvanna Victim/Witness Program at 591-1985 for more information and resources, or visit: www.stalkingawareness.org.

Next BOS Meetings:

Day	Date	Time	Purpose	Location
Wed	Jan 21	6:00 PM	Regular Meeting	Circuit Court
Wed	Jan 21	7:00 PM	BOS Budget Work Session – Non-Profit Presentations	Morris Room
Wed	Feb 4	5:00 PM	Regular Meeting	Circuit Court
Wed	Feb 4	7:00 PM	County Administrator's FY27 Budget Proposal and Revenue/Expenditure Brief	Circuit Court

5 - PUBLIC COMMENTS #1

At 5:25pm, Chair O'Brien opened the first round of Public Comments.

- Ray Bassi, 50 Smokewood Dr, commented on Project Expedition Special Use Permitting.
- Patti Reynard, 3531 Union Mills Rd, commented on assessments, special use permits, and repairs needed in the Civil War Park.

With no one else wishing to speak, Chair O'Brien closed the first round of Public Comments at 5:35pm.

6 – BOARDS AND COMMISSIONS

None.

7 – PRESENTATIONS

Historic Courthouse Update – Eric Dahl, County Administrator

- Current VA 250 Preservation Grant
Deadline: September 30, 2026
- Current General Assembly Grant Deadline:
June 11, 2026

HISTORIC COURTHOUSE FUNDING	Funding Amount	Expended	Remaining Funds
FY19 to Current			
County - General Fund	\$ 464,878.04	\$ 291,171.11	\$ 173,706.93
	\$ 464,878.04	\$ 291,171.11	\$ 173,706.93
VA250 Preservation Fund Grant			
State - Department of Historic Resources	\$ 785,504.50	\$ 72,172.14	\$ 713,332.36
County Match - General Fund	\$ 400,029.50	\$ -	\$ 400,029.50
	\$ 1,185,534.00	\$ 72,172.14	\$ 1,113,361.86
General Assembly 2023 Budget Amendment			
State - Department of Historic Resources	\$ 310,000.00	\$ 45,150.75	\$ 264,849.25
County Match - General Fund	\$ 207,714.00	\$ -	\$ 207,714.00
	\$ 517,714.00	\$ 45,150.75	\$ 472,563.25
TOTAL	\$ 2,168,126.04	\$ 408,494.00	\$ 1,759,632.04
			Expenses
Contractor - Historic Courthouse Restoration*			\$ 1,879,000.00
*Window subcontractor price pending			\$ 150,000.00
MTFA - Remaining Bidding and Const. Admin			\$ 97,274.90
MTFA - Cultural Resources			\$ 16,979.75
Contingency (7.5%)			\$ 152,175.00
		Estimated Total	\$ 2,295,429.65
*Window subcontractor price pending			
		Additional Funding Needed	\$ 535,797.61
		Additional Funding Less Contingency	\$ 383,622.61

8 - ACTION MATTERS

None.

10 - CONSENT AGENDA

The following items were approved under the Consent Agenda for January 7, 2026:

- *Minutes of December 17, 2025* – Caitlin Solis, Clerk to the Board
- *CRMF - Courts Boiler Replacement* – Dale Critzer, Director of Public Works
- *CRMF - FCHS Floor Scrubber* – Don Stribling, FCPS Executive Director
- *CRMF - Rescue 1 Counter* – Dale Critzer, Director of Public Works

MOTION:	Approve the consent agenda, for the January 7, 2026 Board of Supervisors meeting.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

11 - UNFINISHED BUSINESS

Budget Calendar Update – Superintendent Gretz is unable to attend the Board meeting on February 18, 2026, when the FCPS FY27 Budget was scheduled to be presented, and will need to be rescheduled to February 25, 2026. The Budget Calendar has been updated to include the proposed changes.

MOTION:	Approve the updated Budget Calendar, as presented.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Fire Training Building – Mr. Sheridan asked for a brief update of the Fire Training Building. Mr. Dahl let the Board know proposals were submitted to select a contractor for the project. The contract will be on the January 21, 2026 agenda.

Palmyra Streetscape – Mr. Sheridan asked about the status of the Palmyra Streetscape Project. Mr. Dahl said the project is supposed to begin in September 2026.

12 - NEW BUSINESS

None.

9 - PUBLIC HEARING

Public Hearing to Quitclaim Drainage Easement – Dan Whitten, County Attorney

Background:

- A drainage easement is located on Tax Map Number 5-23-2.
- The drainage easement was never dedicated to the public, and the county never accepted the easement.
- Building permits were issued for the parcel and improvements have been made to the property.
- Such buildings sit on top of the drainage easement.

from Buyer

- The buyer of the property has requested that the county quitclaim any interest in the drainage easement.
- The purchaser has drafted a deed of quitclaim and will pay for advertisement costs.
- The county does not have any need for the easement and has never maintained the easement.

At 6:05pm, Chair O'Brien opened the Public Hearing. With no one else wishing to speak, Chair O'Brien closed the Public Hearing at 6:05pm.

MOTION:	Approve a resolution to quitclaim any interests in a drainage easement on property identified as Tax Map Number 5-23-2 and authorize the County Administrator to execute the deed subject to approval as to form by the County Attorney.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:		Second	Motion		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

13 - PUBLIC COMMENTS #2

At 6:06pm, Chair O'Brien opened the second round of Public Comments.

- Ray Bassi, 50 Smokewood Dr, commented on the sound pollution caused by the Tenaska power plant and the proposed Project Expedition plant.
- Don Reynard, 3531 Union Mills Rd, commented on construction project budgets.
- Larry Edgington, 581 Country Creek Way, commented on Non-Disclosure Agreements, Planning Commission meeting materials, and Project Expedition.

With no one else wishing to speak, Chair O'Brien closed the second round of Public Comments at 6:17pm.

RECESS FOR DINNER AND CLOSED SESSION**14 - CLOSED MEETING**

MOTION:	At 6:17pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.7, & A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel – employees of Human Resources, Litigation – Gate Plaza LLC, Legal Matters – water supply options.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:21 pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting."				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

JOINT WORK SESSION WITH THE PLANNING COMMISSION

- At 7:21pm, the Board of Supervisors and the Planning Commission convened a Joint Work Session to discuss the Special Use Permit conditions for the proposed Expedition Generating Station.

MOTION TO EXTEND

- *At 9:02pm, a motion was made to extend the Board of Supervisors meeting.*

MOTION:	Approve a motion to extend the January 7, 2026 Regular Board of Supervisors meeting to 10:02pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Motion		Second
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

15 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, January 7, 2026 at 9:57pm.				
MEMBER:	Mr. Fairchild	Mr. Goad	Mr. Hodge	Mr. O'Brien	Mr. Sheridan
ACTION:			Second		Motion
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

Anthony O'Brien
Chair

DRAFT



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 01-2026

A RESOLUTION RECOGNIZING THE 2026 ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS

At the annual Organizational Meeting of the Fluvanna County Board of Supervisors held in the Carysbrook Performing Arts Center at 5:00 PM on Wednesday, January 7, 2026, the following resolution was adopted by the Board of Supervisors, the vote being as shown below and recorded in the minutes of the meeting.

WHEREAS, the Code of Virginia requires an annual organizational meeting for the Board of Supervisors for the election of officers and the conduct of such other business as to meeting times and dates and,

WHEREAS, the Board of Supervisors does now conduct such an organizational meeting;

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors that it does hereby designate the Circuit Courtroom, Fluvanna Courts Building as its meeting place for Regular Meetings to be held on the first Wednesday of each month at 5:00 p.m. and the third Wednesday of each month at 6:00 p.m., except for the month of July when the only meeting shall be on the first Wednesday starting at 5:00 p.m., breaking for dinner, then reconvening at 6:00 p.m. for additional business or public hearings. When scheduled, Work Sessions will be held the third Wednesday of each month at 5:00 p.m. prior to the regular meeting.

BE IT FURTHER RESOLVED by the Board of Supervisors that it does hereby designate the fourth Wednesday at 6:00 p.m. as the meeting date for any such regular meeting that is postponed due to weather or such other circumstances.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at the annual Organizational Meeting of the Board held on the 7th day of January, 2026;

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Chris Fairchild, Cunningham District	X					
Mike Goad, Fork Union District	X					
Timothy M. Hodge, Palmyra District	X				X	
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					X

A Copy, teste:

Caitlin Solis
Clerk to the Board of Supervisors
Fluvanna County, Virginia



BOARD OF SUPERVISORS

County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 02-2026

A RESOLUTION AUTHORIZING A QUITCLAIM DEED OF EASEMENT FROM THE COUNTY OF FLUVANNA FOR TAX PARCEL NO.: 5-23-2

WHEREAS, the Board of Supervisors desires to execute a quitclaim deed of easement from the County for Tax Parcel Nos.: 5-23-2; and

WHEREAS, the potential purchaser of the property has requested the quitclaim deed of easement.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Fluvanna County does hereby authorize the County Administrator to sign all necessary paperwork required for the quitclaim deed of easement for Tax Parcel No. 5-23-2

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 7th day of January, 2026:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Christopher Fairchild, Cunningham District	X					
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					
Mike Goad, Fork Union District	X					X
Timothy Hodge, Palmyra District	X					X

Attest:

Anthony O'Brien, Chair
Fluvanna County Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB F

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors January 13, 2026 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday January 13, 2026, be adopted.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes January 13, 2026.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

**FLUVANNA COUNTY BOARD OF SUPERVISORS
SPECIAL MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
January 13, 2026
Special Meeting 7:00pm**

MEMBERS PRESENT: Tony O'Brien, Rivanna District, Chair
Chris Fairchild, Cunningham District
Mike Goad, Fork Union District

ABSENT: Timothy M. Hodge, Palmyra District, Vice Chair
John M. (Mike) Sheridan, Columbia District

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Harris, Assistant County Administrator
Dan Whitten, County Attorney
Todd Fortune, Director of Planning

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:02pm, Chair Fairchild called to order the Special Meeting of January 13, 2026.

The Board of Supervisors attended the Fluvanna County Planning Commission Regular Meeting.

15 - ADJOURN

The Special meeting of Wednesday, January 13, 2026 was adjourned at 10:30pm when the quorum of the Board of Supervisors ended.

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Harris
Assistant County Administrator

Anthony O'Brien
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB G

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	FY26 Sheriff's Office Supplemental Appropriation				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$675 to the FY26 Fluvanna County Sheriff's Office budget for additional monies received from the Department of Criminal Justice.				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Theresa McAllister, Management Analyst II				
PRESENTER(S):	Theresa McAllister, Management Analyst II				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The County received additional monies from the Department of Criminal Justice for mental health transports. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> • Approval will allow finance to increase FY26 Sheriff's overtime line. • FY26 Sheriff's overtime line will be increased by \$675. 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB H

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	FY26 Voluntary Contributions				
MOTION(s):	<p>I move the Board of Supervisors approve the following supplemental appropriations for FY26 Voluntary Contributions Program:</p> <ol style="list-style-type: none"> 1. \$150 – Transfer to Emergency Services FY26 Budget 2. \$650 – Transfer to Sheriff FY26 Budget 				
BOS WORKPLAN?	Yes	No	If yes, list item(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Theresa McAllister, Management Analyst II				
PRESENTER(S):	Theresa McAllister, Management Analyst II				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Effective: December 31, 2025				
DISCUSSION:	<p>The Board of Supervisors approved the “Fluvanna County Voluntary Contributions Program Policy” on August 7th, 2013, with the program to become effective September 1st, 2013.</p> <p>The Voluntary Contributions Program has 100% of your contribution going to the department/agency selected – The money donated goes to directly support the area selected after it is appropriated by the Board of Supervisors.</p> <p>Contributions can be designated for any one of the seven department/agencies noted below.</p> <ul style="list-style-type: none"> (1) County Government General Fund (2) Fluvanna County Public Schools (FCPS) (3) Parks and Recreation Department (4) Social Services Special Welfare Fund (5) Sheriff’s Department (6) County Library (7) Emergency Services 				
FISCAL IMPACT:	This supplemental appropriation would authorize staff to appropriate the revenue to the specific donation general ledger account and expenditures as indicated above.				
POLICY IMPACT:	N/A				

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

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB I

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Virginia Department of Emergency Management FY'27 E-911 PSAP Education Program grant award.				
MOTION(s):	<p>1) I move to authorize submission of the Virginia Department of Emergency Management (VDEM) FY'27 E-911 PSAP Education Program grant application and if awarded, accept an award in the amount of \$5,000 to fund educational training for the Sheriff's Office E911 Center staff.</p> <p>2) Further, I move to authorize the County Administrator to execute contracts and agreements associated with this grant, subject as to form by the County Attorney; and authorize a supplemental appropriation for the FY'27 E 9-1-1 in the amount of \$5,000 to revenue and expenditure accounts assigned by Finance.</p>				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Michael R. Grandstaff, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
PRESENTER(S):	Michael R. Grandstaff, Sheriff's Office Staff; Sheriff Eric B. Hess, Sheriff				
RECOMMENDATION:	Ratify and accept the Virginia Department of Emergency Management FY'27 E-911 PSAP Education Program grant.				
TIMING:	Routine.				
DISCUSSION:	<ul style="list-style-type: none"> Grant funds will be used for education/training that is specific to 9-1-1 public safety communications. Grant funds may include conferences and/or coursework. 				
FISCAL IMPACT:	<ul style="list-style-type: none"> State grant award of \$5,000. This state grant award is to be used by the E-911 Center for lodging, registration, and meal costs associated with training for E-911 staff. Award period: July 1, 2026 to June 30, 2027. No additional match funding is required. No extensions are allowed. 				
POLICY IMPACT:	Training will enhance the skill set of the E-911 staff.				
LEGISLATIVE HISTORY:	This grant was previously awarded to the E-911 Center in FY'13 through FY'26				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FY27 VIRGINIA PSAP GRANT APPLICATION WORKSHEET
FOR THE PEP & MULTIJURISDICTIONAL PEP
PROGRAMS-This is not required but for your records if
you would like to fill out and print or upload/add to your
documents in EM Grants.

Check the boxes and provide the requested information to apply for the programs.

Application Worksheet

INDIVIDUAL PEP GRANT

MULTI-JURISDICTIONAL PEP GRANT

PSAP/HOST PSAP NAME:

FINANCIAL DATA

AMOUNT REQUESTED:

(NOTE: The amount requested should be a reasonable estimate of total training expenses including hotel registration, conference registration, online training registration, certification, and/or per diem (if applicable) for all anticipated participating personnel.)

HOST PSAP AND PARTICIPATING PSAPS (if a multi-jurisdictional PEP application)

By checking this box, the applicant acknowledges that the education/training is specific to 9-1-1 and/or GIS and it will benefit the employees and/or PSAP by using the funds to take advantage of opportunities to foster and enhance consistent knowledge and awareness of current and advancing 9-1-1 and GIS public safety communications standards, issues, procedures, practices, technologies and other relevant matter

PROPOSED EDUCATION ACTIVITIES

Describe the proposed education/training activities such as: State 911 Conferences, State GIS Conference, Regional Events, and Online Training.

COMPREHENSIVE PROJECT DESCRIPTION

Describe how the education/training is 9-1-1 and/or GIS specific and how it will benefit the employees and/or PSAP.

EVALUATION

Describe the evaluation process to determine if participation in this 9-1-1/GIS education/training benefited the employees and/or PSAP.

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

TAB J

MEETING DATE:	January 21, 2026				
AGENDA TITLE:	Position Description Update – Deputy Commissioner of the Revenue III				
MOTION(s):	I move the Board of Supervisors approve the Deputy Commissioner of the Revenue position description, as presented.				
BOS WORKPLAN?	Yes	No	If yes, which item(s):		
		X			
AGENDA CATEGORY:	Presentation	Action Matter	Public Hearing	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Lauren Sheridan, Commissioner of the Revenue Jennifer Whistleman, Director of Human Resources				
PRESENTER(S):	Lauren Sheridan, Commissioner of the Revenue Jennifer Whistleman, Director of Human Resources				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This request seeks to update the Deputy Commissioner of the Revenue III position, clarifying duties, and reflecting the distribution of duties and responsibilities within the office.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	Position last updated July 2024.				
ENCLOSURES:	<ul style="list-style-type: none"> • Draft Deputy COR III – LU - Position Description - REDLINE • Draft Deputy COR III – LU – Position Description - CLEAN 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				X	



Fluvanna County, Virginia
 Department of Commissioner of the Revenue (COR) Job
 Description

DEPUTY COMMISSIONER OF THE REVENUE III – Land Use Program Coordinator

Job Class #:	2030
Pay Grade:	14
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Chief Deputy Commissioner of the Revenue

SUMMARY

Performs skilled clerical and technical work assisting with real estate and personal property databases. Manages the land use valuation program database. Assists in the general operation of the Commissioner of the Revenue's office by preparing and maintaining files and records and serving the public. Responds to issues and complaints with professionalism and efficiency while effectively assisting taxpayers. Exercises independent judgement and initiative in carrying out responsibilities. Work is performed under general supervision.

ESSENTIAL FUNCTIONS

- Performs essential functions of Deputy Commissioner of the Revenue II.
- Manages the land use valuation program including agricultural, horticultural, open space, and forestall aspects along with conservation easements. Reviews new applications, ensuring all necessary documentation is submitted, and processes approval/denial decisions in a timely manner. Processes database changes in the land use valuation system to reflect changes in ownership and/or address. Issues new land use applications to update the records and validate eligibility. Oversees the annual land use revalidation process by receiving completed forms and verifying property information to maintain accurate records. Issues rollback bills for properties no longer qualifying for the land use program due to changes in use, zoning, issuance of special use permit or new construction. Provides rollback bill estimates to taxpayers at request. Submits land use open space agreements to the Board of Supervisors for approval and maintains current open space agreements within the County to ensure compliance. Maintains conservation easements in the County and ensures appropriate tax assessments are applied reflecting the easement.
- Performs research in response to requests from property owners, potential property owners, appraisers, attorneys, mortgage lenders and outside Commissioner of the Revenue offices and Finance Departments, both in person and by telephone/email, providing information regarding title issues, prior land use, assessment history, and determining situs of property.
- Performs any abatements needed to correct tax bills for current or past taxpayers for personal property while working closely with all other Commissioner of the Revenue offices located throughout the Commonwealth.
- Processes real estate, personal property and business personal property address changes that are submitted via in person, phone or electronically.
- Submits personal property refund requests to the COR Chief Deputy for processing.
- Analyzes annual downloaded vehicle information from the Department of Motor Vehicles and categorizes for assessment. Reviews monthly DMV downloads to ensure vehicles purchased prior to January 1 are taxed the current year and vehicles sold prior to January 1 are removed. Verifies mobile home information received from DMV is being taxed in Fluvanna County as personal property, or real estate if filed as such.
- Works personal property data to ensure Personal Property Tax Relief (PPTR) vehicles are receiving eligible relief. Certifies business vehicles, motor homes, trailers, trucks with truck plates, vehicles with Farm Vehicle plate type tags, etc., are not receiving PPTR. Creates listing of all miscellaneous personal property such as trailers,

mobile homes, campers, motorcycles, heavy trucks, and vehicles over 20 years old and assesses property manually. Updates vehicles eligible for high mileage, antique, veteran plate or salvage title status in database.

- Works with local volunteer fire departments, rescue squads and reserve deputy sheriff departments to obtain member/lifetime member listing information. Once received, processes license fee exemption for each qualifying Fluvanna resident member.
- Works with the Virginia Department of Taxation to ensure state tax forms are available to the public in the Commissioner of the Revenue's office.
- Serves as back up for Deputy IV responsibilities for inquiries, applications, and submissions.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of state and local laws and policies, affecting the classification of assessments, personal property and real estate including the land use valuation program.
- Ability to make sound judgments and decisions based on established office policies, state and county policies, and the ability to explain those regulations to the public on a daily basis.
- Superior skills in customer service; ability to communicate effectively, both orally and in writing to resolve conflicts presented by the public.
- Ability to prioritize and organize work to meet established deadlines to complete tasks efficiently and accurately. As well as the ability to work independently and in a team environment.
- Ability to establish and maintain effective working relationships with associates and the general public.
- Ability to maintain motivation, composure and self-esteem in stressful situations.
- Demonstrated strong computer skills.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Minimum:

- Any combination of education and experience equivalent to an Associate's Degree in business, accounting, taxation, or related field
- Two (2) years of experience in data management
- Three (3) years minimum of customer service experience in an office environment

Preferred Qualifications:

- Certified Master Deputy Commissioner of the Revenue
- Prior Government experience in a Commissioner of the Revenue or Treasurer's office
- Working knowledge of Tyler Technologies (Munis), Vision, the DMV mainframe and GIS systems

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Office environment exposure to computer screens; sitting for prolonged periods of time.
- Must have the ability to occasionally lift, push/pull, and hold/carry 30 pounds.
- Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain.
- Must be available to work some weekends and evenings for presentations, training, and meetings.
- Must possess an appropriate driver's license valid in the Commonwealth of Virginia.
- Local travel may be required for meetings and presentations.

POST OFFER REQUIREMENTS

- Background check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
January 21, 2026			



Fluvanna County, Virginia
 Department of Commissioner of the Revenue (COR) Job
 Description

DEPUTY COMMISSIONER OF THE REVENUE III – Land Use Program Coordinator

Job Class #:	2030
Pay Grade:	14
Category:	Full-Time (with benefits)
FLSA Status:	Non-Exempt
Reports To:	Chief Deputy Commissioner of the Revenue

SUMMARY

Performs skilled clerical and technical work assisting with real estate and personal property databases. Manages the land use valuation program database. Assists in the general operation of the Commissioner of the Revenue's office by preparing and maintaining files and records and serving the public. Responds to issues and complaints with professionalism and efficiency while effectively assisting taxpayers. Exercises independent judgement and initiative in carrying out responsibilities. Work is performed under general supervision.

ESSENTIAL FUNCTIONS

- Performs essential functions of Deputy Commissioner of the Revenue II.
- Manages the land use valuation program including agricultural, horticultural, open space, and forestall aspects along with conservation easements. Reviews new applications, ensuring all necessary documentation is submitted, and processes approval/denial decisions in a timely manner. Processes database changes in the land use valuation system to reflect changes in ownership and/or address. Issues new land use applications to update the records and validate eligibility. Oversees the annual land use revalidation process by receiving completed forms and verifying property information to maintain accurate records. Issues rollback bills for properties no longer qualifying for the land use program due to changes in use, zoning, issuance of special use permit or new construction. Provides rollback bill estimates to taxpayers at request. Submits land use open space agreements to the Board of Supervisors for approval and maintains current open space agreements within the County to ensure compliance. Maintains conservation easements in the County and ensures appropriate tax assessments are applied reflecting the easement.
- Performs research in response to requests from property owners, potential property owners, appraisers, attorneys, mortgage lenders and outside Commissioner of the Revenue offices and Finance Departments, both in person and by telephone/email, providing information regarding title issues, prior land use, assessment history, and determining situs of property.
- Performs any abatements needed to correct tax bills for current or past taxpayers for personal property while working closely with all other Commissioner of the Revenue offices located throughout the Commonwealth.
- Processes real estate, personal property and business personal property address changes that are submitted via in person, phone or electronically.
- Submits personal property refund requests to the COR Chief Deputy for processing.
- Analyzes annual downloaded vehicle information from the Department of Motor Vehicles and categorizes for assessment. Reviews monthly DMV downloads to ensure vehicles purchased prior to January 1 are taxed the current year and vehicles sold prior to January 1 are removed. Verifies mobile home information received from DMV is being taxed in Fluvanna County as personal property, or real estate if filed as such.
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mobile homes, campers, motorcycles, heavy trucks, and vehicles over 20 years old and assesses property manually. Updates vehicles eligible for high mileage, antique, veteran plate or salvage title status in database.

- Works with local volunteer fire departments, rescue squads and reserve deputy sheriff departments to obtain member/lifetime member listing information. Once received, processes license fee exemption for each qualifying Fluvanna resident member.
- Works with the Virginia Department of Taxation to ensure state tax forms are available to the public in the Commissioner of the Revenue's office.
- Serves as back up for Deputy IV responsibilities for inquiries, applications, and submissions.
- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of state and local laws and policies, affecting the classification of assessments, personal property and real estate including the land use valuation program.
- Ability to make sound judgments and decisions based on established office policies, state and county policies, and the ability to explain those regulations to the public on a daily basis.
- Superior skills in customer service; ability to communicate effectively, both orally and in writing to resolve conflicts presented by the public.
- Ability to prioritize and organize work to meet established deadlines to complete tasks efficiently and accurately. As well as the ability to work independently and in a team environment.
- Ability to establish and maintain effective working relationships with associates and the general public.
- Ability to maintain motivation, composure and self-esteem in stressful situations.
- Demonstrated strong computer skills.

ACCEPTABLE EDUCATION, EXPERIENCE, AND TRAINING

Minimum:

- Any combination of education and experience equivalent to an Associate's Degree in business, accounting, taxation, or related field
- Two (2) years of experience in data management
- Three (3) years minimum of customer service experience in an office environment

Preferred Qualifications:

- Certified Master Deputy Commissioner of the Revenue
- Prior Government experience in a Commissioner of the Revenue or Treasurer's office
- Working knowledge of Tyler Technologies (Munis), Vision, the DMV mainframe and GIS systems

WORKING CONDITIONS AND PHYSICAL REQUIREMENTS

- Office environment exposure to computer screens; sitting for prolonged periods of time.
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- Must have the ability to frequently stand and sit, and occasionally walk over flat and uneven terrain.
- Must be available to work some weekends and evenings for presentations, training, and meetings.
- Must possess an appropriate driver's license valid in the Commonwealth of Virginia.
- Local travel may be required for meetings and presentations.

POST OFFER REQUIREMENTS

- Background check

Department Head Recommended:	HR Director Approval as to Form:	County Administrator Recommended:	Board of Supervisors Approved:
January 6, 2026			



Capital Reserve Maintenance Fund Request

TAB K

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$21,000.00 for the purpose(s) of:

transitioning to Fuel Master Live for the schools and counties fueling system located at Carysbrook Elementary.

Section 1 - REQUEST

Requesting Department/Agency	Dept/Agency Contact	Date of Request
FCPS	Don Stribling	01/07/2026
Phone (434) 589-5948	Fax (434) 589-5393	Fiscal Year FY26

Reserve Fund Purpose Category: Non-recurring project

Description of Project/Repair	Qty	Unit Price	Total Price
Lenny Campbell Service Company			\$0.00
Fuel Master Live Set Up and Activation	1	\$6,500.00	\$6,500.00
Fuel Island Set Up and Activation	1	\$5,500.00	\$5,500.00
Live Upgrade	1	\$9,000.00	\$9,000.00
Total Request:			\$21,000.00

Description and justification for proposed use.

Fuel Master is not going to support their on site product in the near future and is sunsetting this platform. Transitioning at this time would enable the division and the county to proactively prepare, along with allowing the county to add another pump station in the future. This transition and upgrade would be hosted by the "cloud" and not locally within FCPS, and each agency would be able to handle their individual accounts (access and records) internally and directly.

Department/Agency Head Name	Signature	Date
Don Stribling	Don Stribling <small>Digitally signed by Don Stribling DN: cn=Don Stribling, o=FCPS, ou=FCPS, email=dtribling@apps.fluco.org, c=US Date: 2018.08.21 13:12:45 -04'00'</small>	01/07/2026

Section 2 - REVIEW

Recommended?	County Finance Director	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tori Melton <small>Digitally signed by Tori Melton Date: 2026.01.09 14:09:22 -05'00'</small>	
Recommended?	County Administrator	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Eric Dahl <small>Digitally signed by Eric Dahl Date: 2026.01.15 12:30:48 -05'00'</small>	

Section 3 - BOARD OF SUPERVISORS

Approved?	Decision Date	Comments
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		



Capital Reserve Maintenance Fund Request

TAB L

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$8,170.00 for the purpose(s) of: Demolition and replacement of the Pleasant Grove House front porch railing and stair assembly to address advanced wood decay.			
Section 1 - REQUEST			
Requesting Department/Agency Public Works PW26-007	Dept/Agency Contact William Barber	Date of Request 01/14/2026	
Phone (434) 591-1925	Fax (434) 591-1924	Fiscal Year FY26	
Reserve Fund Purpose Category: Ongoing facility or equipment maintenance requirements			
Description of Project/Repair	Qty	Unit Price	Total Price
Remove, dispose, replace, and repair of all existing rotted wood decking			\$0.00
boards, wood handrail systems, and damaged wood stair stringers.	1	\$7,104.44	\$7,104.44
Contingency for unforeseen issues	1	\$1,065.56	\$1,065.56
			\$0.00
		Total Request:	\$8,170.00
Description and justification for proposed use.			
Eliminate the safety hazards caused by rotted stair & rail components, and restore the aesthetic and structural integrity of the building's entrance at Pleasant Grove House.			
Department/Agency Head Name Assistant Director of Public Works	Signature William F. Barber	Date 01/14/2026	
Section 2 - REVIEW			
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton	Digitally signed by Tori Melton Date: 2026.01.14 15:00:11 -05'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl	Digitally signed by Eric Dahl Date: 2026.01.15 12:28:53 -05'00'	Date
Section 3 - BOARD OF SUPERVISORS			
Approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Decision Date	Comments	



Capital Reserve Maintenance Fund Request

TAB M

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$14,905.00 for the purpose(s) of:

Hazardous dead tree removal (3) large trees @ Pleasant Grove, (one) @ the Community Center, and (1) @ Carysbrook Gym. Structural pruning of (2) trees at Carysbrook Gym and (1) tree at the Community Center.

Section 1 - REQUEST

Requesting Department/Agency Public Works PW26-004	Dept/Agency Contact William Barber	Date of Request 01/08/2026
Phone (434) 981-1925	Fax (434) 591-1924	Fiscal Year FY26

Reserve Fund Purpose Category: **Ongoing facility or equipment maintenance requirements**

Description of Project/Repair	Qty	Unit Price	Total Price
Tree take downs, limbing and trim, removal of all debris, stump grinding	1	\$13,550.00	\$13,550.00
Contingency for unforeseen issues	1	\$1,355.00	\$1,355.00
			\$0.00
			\$0.00

Total Request: **\$14,905.00**

Description and justification for proposed use.

Removal of dead trees eliminates imminent hazards, including personal injury, vehicle damage, and roof penetration, that may occur during wind or ice events due to structural failure of dead trees or falling branches.

While equipment and crew are on site, the contractors will also perform selective structural pruning of overhanging branches from healthy trees to prevent roof abrasion, gutter clogging, and ice dam formation at the Community Center and Carysbrook Gym.

Department/Agency Head Name Assistant Director of Public Works	Signature William F. Barber	Date 01/08/2026
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Section 2 - REVIEW

Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Finance Director Tori Melton	Digital signature of Tori Melton Date: 2026.01.09 14:08:14 -05'00'	Date
Recommended? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	County Administrator Eric Dahl	Digital signature of Eric Dahl Date: 2026.01.15 12:30:04 -05'00'	Date

Section 3 - BOARD OF SUPERVISORS

Approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Decision Date	Comments

FY27 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Jaunt, Inc.	\$ 81,487	\$ -	\$ -
Address:	104 Keystone Place, Charlottesville, VA 22902		Contact E-mail:	murphym@ridejaunt.org
Contact:	Mike Murphy		Contact Phone:	434-296-3184, ext 101
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Fluvanna County Public Transportation	\$ 81,487	\$ -	\$ -
Program 2:		\$ -	\$ -	\$ -
Program 3:		\$ -	\$ -	\$ -
Program 4:		\$ -	\$ -	\$ -
Program 5:		\$ -	\$ -	\$ -
Program 6:		\$ -	\$ -	\$ -
Program 7:		\$ -	\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				
Jaunt is a Virginia Public Service Company established in 1982 by regional localities, including Fluvanna County, to provide regional rural public transportation. Two Fluvanna County residents, James Schoenster and Iscella Wittich, serve on Jaunt's Board of Directors as representatives for Fluvanna County. For FY 27, Jaunt requests \$81,487 in local funding to match \$185,380 in federal and state grants to perform rural public transportation services.				
This service is open to all residents of Fluvanna County and does not require a prequalification. Under this service, residents can call one to seven days ahead to request to be picked up at their home to be taken to work, school, and other social activities. Local assistance is required as matching funds to drawdown the federal and state grants. For FY27, Jaunt has increased its request from FY26 \$80,047 apportionment. This funding will allow Jaunt to maintain the existing level of service.				

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Jaunt, Inc.	\$ 81,487	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
With Fluvanna County's local match funding for its public transportation program, Jaunt will be able to match the \$81,487 local funds with \$185,380 in federal/state operating assistance, \$17,847 in federal/state capital assistance, and \$486 capital reserve funding. Total cost for services for FY27 is \$309,951, of which the local match of \$81,487 represents 26%.				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
Local Funding is required in order to receive the correlating federal and state funds. If no or less funds are provided, Jaunt will need to eliminate or reduce services to balance the final budget.				
Section 6 - ADDITIONAL INFORMATION				
Jaunt's Transit Development Plan and Rural Transit Needs Assessment noted the needs for additional service for Fluvanna County. Possible improvements in the year ahead include changing the hours of the workday commuter service to better accommodate employee schedules, seeking resources to add midday service from the urban center of the region to Fluvanna, and investigating the growth of the circulator service for Fluvanna County residents to additional days of the week. We welcome conversation on providing a higher level of service to the residents of Fluvanna County and am available to make a presentation to the Board should the need arise.				

FY27 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Region Ten Community Services Board	\$ 219,017	\$ -	\$ -
Address:	500 Old Lynchburg Road, Charlottesville, VA 22903	Contact E-mail:	Kathy.Williams@regioten.org	
Contact:	Kathy Williams, Deputy Executive Director	Contact Phone:	434-972-1816	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Comprehensive Services	\$ 219,017	\$ -	\$ -
Program 2:		\$ -	\$ -	\$ -
Program 3:		\$ -	\$ -	\$ -
Program 4:		\$ -	\$ -	\$ -
Program 5:		\$ -	\$ -	\$ -
Program 6:		\$ -	\$ -	\$ -
Program 7:		\$ -	\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				

Region Ten's system of mental health, intellectual disabilities and substance use disorders treatment and prevention services provides a continuum of services which enables persons to remain in their home communities and receive treatment in the least restrictive environment. The core services provided by Region Ten include: outpatient, case management, emergency, day support, residential, prevention and early intervention. Funds received from Fluvanna County in conjunction with funds from State, Federal Block Grants and Fees (mostly Medicaid) are blended and braided to provide the necessary supports to assure that both the quality and quantity of services exist to meet the needs of persons needing services in your community.

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Region Ten Community Services Board	\$ 219,017	\$ -	\$ -

Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)

State Department of Behavioral Health and Developmental Services, the localities of Albemarle, Charlottesville, Greene, Louisa, and Nelson, and the Department of Medical Assistance (DMAS) are the primary sources of funding.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)

Due to the complex funding mix that support the wide array of services provided we would need to restructure our deployment of services to give priority to grants and jurisdictions where funding is provided to proportionate to expenses incurred by Region Ten.

Section 6 - ADDITIONAL INFORMATION

Under Virginia law (§ 37.2-504 in the Code of Virginia), localities are required to appropriate local funding to help the CSB carry out its DBHDS performance contract and deliver community mental health, developmental, and substance use disorder services. State allotments for CSBs are capped so that state funds may cover at most 90 percent of the total of state plus local funds for operating expenses (unless a waiver is granted). Additionally, the 2025 General Assembly budget adds “for any additional state funding provided to Community Services Boards (CSBs) or Behavioral Health Authorities (BHAs) that existing contributions from local governments shall not be supplanted by such additional state funding. The Commissioner, Department of the Behavioral Health and Developmental Services (DBHDS), shall ensure, by monitoring local contributions to CSBs and BHAs, that if local contributions are reduced subsequent to new funding being awarded or provided that such new funding shall thereafter be forfeited by the CSB or BHA by the amount of the reduced local contribution. The Commissioner may waive this requirement if the locality can prove extreme hardship. Notwithstanding § 37.2-509, Code of Virginia, DBHDS shall not grant a waiver for the operating expense requirement unless the locality can demonstrate hardship in terms of reduced employment, per capita income, or property values (excluding changes in land use taxation).” This amendment requires local governments to maintain local contributions to the community services board year to year, absent an extreme hardship, unless a state appropriation is intended to supplant local funding. In order to fall below the 10.0 percent match requirement, a locality must demonstrate hardship in terms of reduced employment, per capita income, or property values (outside of changes in land use taxation).

TAB P

FY27 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Virginia Career Works- Piedmont Region	\$ 11,352	\$ -	\$ -
Address:	943 Glenwood Station Lane, Suite 103 Charlottesville, VA 22901	Contact E-mail:	smorton@vcwpiedmont.com	
Contact:	Sarah Morton, Executive Director	Contact Phone:	(804) 229-5627	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Virginia Career Works- Piedmont Region	\$ -	\$ -	\$ -
Program 2:		\$ -	\$ -	\$ -
Program 3:		\$ -	\$ -	\$ -
Program 4:		\$ -	\$ -	\$ -
Program 5:		\$ -	\$ -	\$ -
Program 6:		\$ -	\$ -	\$ -
Program 7:		\$ -	\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				

Virginia Career Works – Piedmont Region: Strategic Workforce Leadership for Regional Resilience

Virginia Career Works – Piedmont Region (VCWP) is one of 14 Workforce Development Boards in the Commonwealth of Virginia. We are committed to transforming workforce systems and combating unemployment through regional collaboration. Our mission, *Empowering Our Region Through Collaborative Workforce Transformation*, drives our vision of a flourishing region where workers and employers thrive through inclusive, dynamic, and resilient workforce development.

As a convener, connector, and catalyst, VCWP bridges career-seekers and employers through a holistic, equity-centered workforce ecosystem. We intentionally mitigate workforce gaps and systemic barriers by aligning regional resources, mobilizing cross-sector partnerships, and delivering wraparound services that foster self-sufficiency, upward mobility, and financial resiliency.

Our strategy is grounded in state workforce priorities and shaped by local intelligence, leveraging Target Market Reports, Sector Strategies, Career Pathways, and the GO Virginia Growth Plan to ensure our efforts are data-informed, demand-driven, and regionally relevant.

We advance this mission through five strategic goals:

- **Employer Engagement:** Collaborate with employers to co-design customized workforce solutions, training, apprenticeships, work-based learning, and retention strategies tailored to industry needs.
- **Focused Initiatives:** Conduct needs assessments, develop responsive curricula, and mobilize a stable, skilled workforce through flexible learning modalities.
- **Worker Engagement:** Expand outreach and career awareness, provide personalized career counseling, and establish resource hubs offering wraparound services through community partners.
- **Community Partnerships:** Strengthen collaboration with state and local partners (DARS, DSS, Adult Ed, VEC, PVCC, GCC, LFCC, Economic Developers) to share resources and amplify collective impact.
- **Organizational Excellence:** Maintain operational rigor, data-driven decision-making, and continuous improvement across all programs.

By investing in rural talent pipelines, expanding access to high-impact training, and embedding career-connected learning across communities, VCWP positions the region to thrive amid economic shifts, technological disruption, and evolving labor market demands. We don't just prepare individuals for jobs; we build resilient communities equipped with long-term prosperity.

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Virginia Career Works - Piedmont Region	\$ 11,352	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
Federal workforce programs are facing unprecedented reductions. In FY2027, five major programs, CSEP (senior employment), Migrant Workers, Youth, Adult, and Justice-Involved initiatives, will be eliminated. These cuts will significantly impact our region's ability to serve vulnerable populations and meet employer demand.				
In response, the Chief Local Elected Officials of VCWP have voted to increase our per capita funding request from \$0.20 to \$0.40 annually. This adjustment reflects the urgent need to sustain essential services, fill federal funding gaps, and ensure continuity of workforce programming across all eleven localities: Fluvanna \$11,352; Albemarle County \$47,116; Charlottesville City \$20,697; Culpeper County \$22,308; Greene County \$8,686; Louisa County \$16,571; Madison County \$5,592; Nelson County \$5,915; Orange County \$15,511; Rappahannock County \$2,987; and Fauquier County - \$29,825.				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
Virginia Career Works – Piedmont Region (VCWP) continues to deliver high-impact workforce services to Fluvanna County residents, despite a physical center within the county. In FY 2024, the Charlottesville Career Center welcomed 9,517 visitors, with 257 individual visits from Fluvanna County career seekers. VCWP also hosted 664 hiring events, connecting regional businesses with qualified talent and expanding employment pathways across Central Virginia. Barriers like childcare and transportation persist.				
In collaboration with GO Virginia, local school divisions, redevelopment housing authorities, and community colleges, VCWP provides high school and college scholars with high-quality work-based learning, profile of an employee, career development, and financial literacy. These touchpoints ensure that residents, especially those navigating re-entry or economic transition, have direct access to training pathways at career technical centers, community colleges, trade schools, and registered apprenticeships. Investing in these strategies builds local talent capacity and positions rural counties like Fluvanna to remain competitive amid shifting labor markets, federal workforce contractions, and the accelerating influence of emerging technologies such as artificial intelligence (AI) across industries.				
Fluvanna County career seekers also benefit from VCWP's role on the Career Technical Education Advisory Council, which ensures local programs align with industry needs. We coordinate industry tours for middle and high school students, helping them visualize career possibilities and build connections with employers.				
While federal funds support education and training, they are often restricted by eligibility criteria, leaving many Fluvanna residents underserved. Locality funding is essential in FY 2026 to sustain and expand innovative strategies tailored to Fluvanna's workforce needs. Locality funding in FY27 is necessary to nurture innovation, expand outreach, and ensure equitable access. The Virginia Career Works -Piedmont, which includes the Honorable Tony O'Brien representing Fluvanna County, ensures that locality allocations are used appropriately and with direct community benefit. As center interactions remain concentrated in host localities, strategic investment from Fluvanna is vital to ensure its residents receive equitable access to services, training, and career-connected learning.				

FY27 NON-PROFIT AGENCY FUNDING REQUEST**Fluvanna County**

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Rivanna Conservation Alliance	\$ 5,000	\$ -	\$ -
Address:	1150 River Road, Suite 1, Charlottesville, VA 22901	Contact E-mail:	exec@rivannariver.org	
Contact:	Lisa Wittenborn, Executive Director	Contact Phone:	434-977-4837	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Water Quality Monitoring Program	\$ 5,000	\$ -	\$ -
Program 2:		\$ -	\$ -	\$ -
Program 3:		\$ -	\$ -	\$ -
Program 4:		\$ -	\$ -	\$ -
Program 5:		\$ -	\$ -	\$ -
Program 6:		\$ -	\$ -	\$ -
Program 7:		\$ -	\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. Bullets preferred.)				
<p>RCA coordinates volunteer water quality monitoring programs throughout the Rivanna River Watershed, including in Fluvanna County. RCA is the only nonprofit in Virginia certified at the highest level of data quality (Level III) by the VA Department of Environmental Quality (VADEQ) for both bacteria and benthic macroinvertebrate monitoring. RCA (formerly StreamWatch) has conducted benthic monitoring since 2003 and currently samples 50 representative sites twice annually throughout the Rivanna River watershed. Twelve of these sites are in Fluvanna County. RCA has monitored <i>E. coli</i> bacteria levels since 2012 and currently samples 22 long-term sites monthly and/or weekly. Two of RCA's bacteria sites are located on the Rivanna River at the Palmyra and Crofton boat launches. In FY23, RCA began sampling bacteria levels at Palmyra every week during the summer. RCA reports bacteria levels to the public to help protect the health of recreational river users.</p> <p>RCA generates a significant amount of useful data for a minimal investment of resources by integrating trained volunteers into the monitoring program. Many volunteers come from Fluvanna County and receive advanced training in monitoring and laboratory techniques. RCA's data are equivalent in quality to data collected by VADEQ and are used by localities, the public, community partners, VADEQ, and USEPA for many essential water quality tracking, decision-making, and problem-solving functions.</p> <p>The funding requested from Fluvanna County will support RCA's monitoring program, helping cover required supplies, equipment, and other direct program costs. With this support, RCA and its volunteers will be able to:</p>				

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Rivanna Conservation Alliance	\$ 5,000	\$ -	\$ -

Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)

The Rivanna Conservation Alliance has nine formal partners and a Science Advisory Committee to assist the organization with the Water Quality Monitoring Program: the Counties of Fluvanna, Albemarle, and Greene; the City of Charlottesville; the Rivanna River Basin Commission; the Rivanna Water and Sewer Authority; The Nature Conservancy; the Thomas Jefferson Soil and Water Conservation District; the Thomas Jefferson Planning District Commission; and the University of Virginia.

The City of Charlottesville, the Counties of Albemarle and Fluvanna, Rivanna Water and Sewer Authority, the Virginia Environmental Endowment, the University of Virginia, the Virginia Department of Environmental Quality, the Anne & Gene Worrell Foundation, and a private foundation all support the program financially. Other partners provide significant in-kind contributions and technical support.

Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)

Consistent funding is essential to the viability of this program and the important service it provides to Fluvanna County, the public, and other partners. A reduction in funding would require RCA to cut back the number and frequency of sites monitored and the communication of collected data to those who need it. The amount of important information flowing to the localities, community partners, and the public would be reduced. Data would be lacking for watershed cleanup plans. Our community's long-term stream health dataset would be disrupted at a time when it is becoming even more important to track environmental changes. Additionally, the public would lack information about dangerous *E. coli* levels at swimming areas in the Rivanna River, including at Palmyra.

RCA's request of \$5,000 represents less than 4% of the monitoring budget for FY 2027. Fluvanna County's FY26 contribution of \$3,575 represents

Section 6 - ADDITIONAL INFORMATION

RCA greatly appreciates the significant increase in support provided by Fluvanna County in FY26 from \$2,860 to \$3,575. RCA's Water Quality Monitoring Program is managed by a full-time professional staff scientist. They work in close collaboration with VADEQ and RCA's Board of Directors and Science Advisory Committee to ensure that data collection, analysis, interpretation, and reporting is sound, rigorous and meets the scientific standards. RCA's Benthic and Bacteria Monitoring Programs maintain Quality Assurance Project Plans, approved by VADEQ. Twice per year, staff members from VADEQ verify the quality of RCA's sampling protocols and lab identification. The RCA Science Advisory Committee and local partners review the data, sites, and procedures as needed, and VADEQ reviews the database annually.

TAB R

FY27 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Northern Virginia Emergency Response System	\$ 25,000	\$ -	\$ -
Address:	10332 Main Street #273, Fairfax, VA 22030	Contact E-mail:	andrew.slater@nvers.org	
Contact:	Andrew Slater	Contact Phone:	804-366-0712	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Local Government funding of Regional EMS Council	\$ 25,000	\$ -	\$ -
Program 2:		\$ -	\$ -	\$ -
Program 3:		\$ -	\$ -	\$ -
Program 4:		\$ -	\$ -	\$ -
Program 5:		\$ -	\$ -	\$ -
Program 6:		\$ -	\$ -	\$ -
Program 7:		\$ -	\$ -	\$ -
Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. <u>Bullets preferred.</u>)				

Since 1978, the Thomas Jefferson Emergency Medical Services Council, Inc. (TJEMS) has acted as an integral part of the emergency medical services (EMS) system in Central Virginia—assessing, identifying, coordinating, planning, and implementing an effective and efficient regional EMS delivery system in partnership with the Virginia Office of EMS (OEMS), the Governor's EMS Advisory Board, and local EMS and governmental agencies within Planning District 10 and Madison County (Planning District 9). In 2025, following a reorganization of the Virginia Office of EMS, TJEMS began the process of merging with the Northern Virginia Emergency Response System (NVERS) — a strategic initiative uniting the Thomas Jefferson EMS Council (TJEMS), the Rappahannock EMS Council (REMS), and NVERS into one organization. Effective January 1, 2026, the Council will operate as part of the new Rivanna–Rappahannock EMS Council, a subsidiary of NVERS. This structure preserves the Council's local identity and relationships while expanding access to NVERS' governance, infrastructure, and statewide capabilities.

The Council supports over 1,500 EMS providers across licensed EMS agencies in Planning District 10, coordinates with hospitals to maintain a seamless emergency care system, and serves as a vital link between local, regional, and state partners to ensure a unified and high-quality response system for all citizens of the region.

The Council provides a collaborative environment for regional EMS planning and coordination, including trauma triage planning, multiple casualty/disaster response, EMS transport destination planning, and a robust performance improvement program. The Council also provides Critical Incident Stress Management (CISM), EMS education and training, and technical and operational support to the region's emergency services providers.

The Council continues to strengthen partnerships with county agencies, the Fluvanna County Fire and Rescue Association, the Fluvanna Chamber of Commerce, and local healthcare and community organizations to ensure EMS services remain responsive, coordinated, and innovative.

Locality contributions, such as Fluvanna County's, help sustain the following vital programs and initiatives that directly benefit local EMS agencies and residents:

- Skills Training and Continuing Education

The Council offers a variety of training opportunities to meet the evolving needs of EMS agencies. This includes monthly virtual continuing education sessions, EMT and EMR certification courses, and collaboration with Fluvanna County High School to support youth engagement in EMS career pathways.

- EMS Expositions

The Council will host a multi-day regional EMS and equipment exposition, highlighting Fluvanna County and other regional resources while offering training and networking opportunities for local providers.

- Performance Improvement (PI) Program

The Council's PI Coordinator supports quality assurance across the regional EMS system through specialized PI committees (Trauma, STEMI, Stroke), ensuring hospital and EMS coordination to improve patient outcomes.

- Patient Care Reporting (PCR) and Data Systems

The Council assists Fluvanna County EMS agencies with the OEMS PCR system, integration with state reporting, and compliance with data standards—supporting both quality improvement and accountability.

- Regional EMS Planning and Coordination

The Council works with the Fluvanna County FRA and OEMS to ensure regional plans align with state standards and mutual aid agreements with neighboring counties

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Northern Virginia Emergency Response System	\$ 25,000	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
All EMS Councils receive funding from the Virginia Office of EMS (OEMS) which, combined with local funding, constitutes the majority of the regional EMS programming operating budget. Other funding sources for the upcoming fiscal year include: -Virginia OEMS: \$500,000 -Planning District 10 locality support (excluding Fluvanna County): \$42,088				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
Local government support is essential to sustaining the regional EMS system's core programs and services. Without continued funding from Fluvanna County, the Regional EMS Council's ability to provide training, performance improvement coordination, data system support, and technical assistance to local EMS agencies would be reduced. This would limit participation in regional planning and slow progress on system enhancements that directly benefit Fluvanna's responders and residents.				
The merger with the Northern Virginia Emergency Response System (NVERS) will bring new efficiencies and shared resources, but local contributions remain critical to maintaining equitable service delivery and ensuring Fluvanna County continues to have a strong voice and representation within the regional EMS system.				
Section 6 - ADDITIONAL INFORMATION				
The Regional EMS Council respectfully requests \$25,000 in FY27 funding from Fluvanna County, maintaining the county's current level of support. Local funding is essential to sustain regional EMS planning, training, and coordination with Fluvanna's EMS agencies and community partners. Continued support ensures the Council can provide the technical, educational, and operational resources that help local providers deliver high-quality emergency medical care to the county's residents and visitors.				
As the Council transitions under the Northern Virginia Emergency Response System (NVERS) in 2026, this funding will help ensure a seamless continuation of services and preserve strong local representation within the regional EMS system.				

FY27 NON-PROFIT AGENCY FUNDING REQUEST

Fluvanna County

Section 1 - AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Fluvanna-Louisa Housing Foundation	\$ 165,000	\$ -	\$ -
Address:	144 Resource Lane, Louisa VA 23093	Contact E-mail:	khyland@louisacounty.gov	
Contact:	Kim Hyland	Contact Phone:	434-989-6325	
Section 2 - FUNDING REQUESTS BY PROGRAM AREA		FY27 Prog Rqst	FY27 COAD	FY27 BOS
Program 1:	Essential Home Repair	\$ 35,000	\$ -	\$ -
Program 2:	Deeply Affordable Housing Development - Mountain Hill Road Dvlpmnt	\$ 40,000	\$ -	\$ -
Program 3:	Affordable Rental Properties	\$ -	\$ -	\$ -
Program 4:	Handicap Access Ramps	\$ 7,500	\$ -	\$ -
Program 5:	Financial Education and First Time Homebuyers	\$ 20,000	\$ -	\$ -
Program 6:	Loan Servicing	\$ 12,500	\$ -	\$ -
Program 7:	CDBG or other funding source for Columbia/Fork Union improvements	\$ 50,000	\$ -	\$ -

Section 3 - DESCRIPTION AND JUSTIFICATION OF FUNDING NEEDS (Briefly describe how the funding would be used. Bullets preferred.)

- 1) **Essential Home Repairs:** This funding portion supports the administration of grant and loan funds to improve existing housing inhabited by residents below 50% AMI. As residents cannot apply directly—funding must be administered through a CHDO—we request funds to partially cover administrative costs. Last FY, FLHF completed 97 repairs totaling \$450,000, securing a record \$336,000 in grants for residents. Your contribution supports the local Fluvanna Coordinator, while FLHF covers remaining expenses. All repair dollars go directly to local contractors, strengthening the local economy. This program dramatically reduces blight in Fluvanna and substandard living conditions.
- 2) **Deeply Affordable Housing Development:** FLHF is constructing 17 affordable units on Mountain Hill Road with \$700,000 in secured funding. This project requires significant staff capacity. With county support, FLHF will pursue an additional \$1,920,000 in funding on behalf of Fluvanna at no cost to the county.
- 3) **Affordable Rental Units:** FLHF currently manages 25 affordable rental units and is building 25 additional units in Louisa. This program is completely self-sustaining—we are not requesting funding. Tenants must fall below 60% AMI to qualify, making these units deeply affordable.
- 4) **Accessibility Ramps:** Ramps are provided at no cost to low-income and elderly residents. When no longer needed, ramps are dismantled and relocated to the next household in need. We average 44 ramp projects annually and maintain hundreds of ramps throughout the community. We request funds to assist with overhead costs and offer a 40% discount to any Fluvanna County resident.
- 5) **Financial Education & First-Time Homebuyers:** FLHF secured \$2,000,000 in SPARC mortgage reservations for buyers at or below 100% AMI. We offer financial literacy and homeownership classes, with new programs launching soon. This complex program requires specialized expertise to administer effectively. County funding would strengthen program delivery and increase local homeownership rates.
- 6) **Loan Servicing:** FLHF holds \$1,700,000 in loans to residents who cannot qualify for traditional bank financing, covering repair costs not met by grants. We request support for a portion of administrative overhead while FLHF self-funds the balance of program costs.
- 7) **CDBG Administration:** FLHF and SERCAP will partner on a CDBG rehabilitation project for Columbia or Fork Union that will benefit the entire county. We request funding for a portion of the administrative overhead required to manage this large-scale community enhancement project. Other funding sources will be investigated to determine optimal funding if available.

AGENCY INFORMATION		FY27 Total Rqst	FY27 COAD	FY27 BOS
Agency:	Fluvanna-Louisa Housing Foundation	\$ 165,000	\$ -	\$ -
Section 4 - OTHER FUNDING SOURCES (Please list any other source(s) of funding for the program(s).)				
1. \$118,250 is provided as Louisa County Annual Budget plus office space and tax exemption under consideration at 12/1/25 LC BOS meeting. 2. Project funding of \$775,000 Louisa County Affordable Housing Project funds. 3. \$220,000 - TJPDC Virginia Housing PDC Grant for Affordable Housing. 4. \$116,000 Housing Preservation Grant funds for home repairs. This will drop considerably this year. 5. \$6500 DHCD Emergency Home Assistance and Repair Program. 6. HOME Funds - average \$85,000 per year per county. Undetermined future funding. 7. Applications to DHCD for affordable housing applications. 8. FLHF largely funds overhead and staffing with proceeds from rental property income, approximately \$125,000. 9. \$300,000 over 3 years for Septic and Well Assistance (SWAP) through VDH. 10. \$1,000,000 over 3 years Older Adult Home Modification Program (OAHMP) divided between Louisa, Fluvanna, and Nelson Counties. 11. Rental Property Income, Grants and donations 12. Virginia Housing Owner Occupied Modifications and Rental Unit Access Modification (RUAM)				
Section 5 - IMPACT IF NOT FUNDED BY FLUVANNA COUNTY (Briefly explain the impact on each program area if not funded by Fluvanna County.)				
<i>The county experiences increased poverty rates and a decline in housing conditions and home ownership when not supporting these programs, the greatest impact is experienced in the Fork Union District with a 12% poverty rate per the US Census.</i>				
The Need for Increased Funding: Fluvanna faces a mounting housing crisis that demands immediate attention. Our community is experiencing converging pressures: an aging housing stock, an aging population seeking to remain in their homes, workforce housing shortages, increased housing costs, homelessness, and accessibility needs. Low- and moderate-income residents are particularly vulnerable as housing costs have outpaced income growth, and a shortage of affordable rental units has created unprecedented demand for our services.				
FLHF currently addresses these challenges through comprehensive programming that: * Reduces blight and substandard living conditions, * Enables seniors to age in place through major home repairs, * provides housing and financial education, *Prevents homelessness, *Increases home ownership opportunities, *Expands affordable rental properties, *Offers accessibility modifications.				
Consequences of Inadequate Funding Without increased county support, we will be forced to significantly reduce programming in Fluvanna. This will shift the burden to DSS, the Sheriffs Department, and Emergency Services - agencies already stretched thin. Many residents who depend on our services will go without assistance, and the County will face overwhelming demand it cannot meet independently. Residents will go without heat, will endure leaking roofs and failed plumbing, electric, well, and septic systems. New construction for necessary affordable rental units scaled to income and located in underserved areas will experience greater delays. Grant funds will NOT be awarded to, or distributed to, residents in Fluvanna and we will be unable to obtain additional funding sources as we lack the means to apply to grants or to distribute the funds without staff.				
Our Request FLHF is asking Fluvanna County to play a stronger role in addressing this housing crisis by providing fair and reasonable funding. We remain accountable to the community and operate efficiently, but we cannot continue to absorb these costs while meeting growing demand. Investing in FLHF is investing in Fluvanna's residents and preventing more costly interventions down the line. FLHF must cannibalize assets in order to continue functioning at current levels, which jeopardizes the long term financial health of the organization and the health of our homes in Fluvanna.				

Section 6 - ADDITIONAL INFORMATION

Addressing Critical Housing Needs Through Strategic Partnerships

Traditional funding sources for home repairs have declined, creating a gap in support for local residents. We're actively addressing this challenge by diversifying our funding streams. Recently, we successfully secured HUD funds to assist seniors with critical home repairs—a program that not only serves our most vulnerable residents but also generates significant economic impact for our region. Staff is required to obtain these funds and to administer them.

Economic Impact & Community Investment

FLHF delivers substantial returns to our local economy:

1. Secured \$2,000,000 in mortgage reservations with 1-point rate reductions for first-time homebuyers
2. Administered \$300,000 in septic and well grants for Fluvanna residents
3. Employed two full-time Fluvanna residents—Wanda Armstrong and Kim Hyland—who contribute directly to the local economy
4. Consistently hired local contractors for all repair and construction projects
5. Generated tax revenue through affordable housing development and property improvements
6. Supported emergency responders through handicap access ramp installations
7. Over \$1.6m in repair funding for residents

Strategic Partnerships for Fluvanna County

We can do more for the county if appropriately funded. If the BOS wishes, we will partner with SERCAP and the County on a CDBG project—obtaining significant funds to benefit the county and its residents. Additionally, we're prepared to apply for \$1,920,000 for the Mountain Hill Project, again at a nominal cost to county taxpayers and significant Return on Investment.

To sustain these vital programs amid dramatically increased demand since 2020, we're requesting \$165,000 from Fluvanna to fund all programming and \$115,000 without the CDBG/other funding source. We're committed to accountability, transparency, and integrity in managing every dollar entrusted to us. We don't just provide services here—we live here, work here, and create lasting impact for our neighbors.

FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input checked="" type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input checked="" type="checkbox"/>	VDOT Monthly Report
<input type="checkbox"/>	ARPA Fund Balance Memo
<input type="checkbox"/>	The Board of Supervisors Work Plan

MEMORANDUM

Date: January 21, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: FY26 BOS Contingency Balance

The FY26 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$150,000
Less: Transfer to BOS Professional Services Budget – 10.15.25	-\$22,500
Less: Operational Medical Director (OMD) Agreement – 10.15.25	-\$24,000
Less: Tenaska Traffic Study – 10.15.25	-\$60,000
Less: Board of Supervisors Pay Increase – 06.18.25	-\$7,764
Available:	\$35,736

BUILDING INSPECTIONS MONTHLY REPORT

County of Fluvanna

Building Official:											Period:		
Andrew Wills											Deceember 2025		

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
BUILDING PERMITS ISSUED														
NEW - Single Family Detached (incl. Trades permits & SWMH)	2021	15	9	19	20	16	22	15	11	8	22	13	8	178
	2022	17	11	20	11	18	32	10	9	11	12	9	4	164
	2023	5	6	6	12	12	6	10	5	7	8	9	7	93
	2024	9	7	13	7	8	12	16	8	11	12	16	6	125
	2025	11	6	12	8	12	11	22	11	5	12	12	7	129
NEW - Single Family Attached (Town Homes)	2021	0	0	0	0	1	6	0	0	6	0	0	0	6
	2022	0	0	0	0	0	0	0	0	6	0	0	0	0
	2023	0	8	0	0	0	0	0	0	0	0	0	7	15
	2024	0	0	0	0	0	0	0	6	0	6	0	7	12
	2025	0	7	5	6	6	6	7	4	3	7	11	0	62
Multi Family (Apartment, Duplex)	2021	0	0	0	0	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	5	0	0	0	0	5
	2023	1	0	0	0	0	0	0	0	0	0	0	0	1
	2024	0	0	0	0	0	0	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0	0	0	0	0	0	0
Additions and Alterations	2021	28	14	43	39	31	40	30	29	26	30	35	33	378
	2022	33	48	60	45	47	50	51	63	45	63	51	44	600
	2023	52	34	51	34	36	28	36	35	45	39	43	37	470
	2024	39	33	45	31	43	29	39	27	38	32	36	30	422
	2025	30	27	40	42	43	46	42	33	45	47	27	35	457
* Trade permits count not included.														
Accessory Buildings	2021	1	3	3	6	3	6	1	3	2	4	4	2	38
	2022	3	4	13	6	5	2	5	4	5	3	0	2	52
	2023	7	2	7	5	6	2	5	8	4	7	5	6	64
	2024	1	6	5	3	9	3	5	2	8	1	2	4	49
	2025	6	2	2	3	3	3	5	3	5	5	7	3	47
Swimming Pools	2021	0	0	7	1	5	2	3	4	1	0	1	2	26
	2022	0	2	4	4	1	0	3	3	0	0	0	0	17
	2023	1	0	6	1	2	4	0	0	0	2	0	0	16
	2024	1	0	6	1	2	4	0	0	0	2	0	0	16
	2025	3	0	2	1	1	0	1	1	1	0	0	1	11
Commercial/Industrial Build/Cell Towers	2021	1	0	1	0	0	0	1	0	0	0	2	0	5
	2022	0	0	0	0	0	2	3	2	0	2	1	0	10
	2023	1	1	0	1	0	0	0	0	0	0	0	0	3
	2024	0	0	0	0	0	1	0	1	0	0	0	0	2
	2025	1	0	0	7	3	1	0	1	0	1	0	0	14
TOTAL BUILDING PERMITS	2021	51	26	73	66	55	70	50	47	37	56	55	45	631
	2022	54	65	97	66	71	86	72	77	61	80	61	50	840
	2023	67	51	64	52	51	40	52	48	56	56	57	57	651
	2024	49	46	64	44	63	45	60	44	57	49	55	40	616
	2025	51	42	61	67	64	67	77	53	59	72	57	46	716

* Trade permits count not included as in previous years

BUILDING VALUES FOR PERMITS ISSUED

Category	Year	\$1,687,484	\$2,506,869	\$4,952,702	\$3,473,256	\$5,766,891	\$2,885,146	\$2,506,053	\$2,046,134	\$3,637,390	\$4,633,868	\$2,712,396	\$ 41,734,789	
TOTAL BUILDING VALUES	2021	\$5,397,000	\$1,687,484	\$2,506,869	\$4,952,702	\$3,473,256	\$5,766,891	\$2,885,146	\$2,506,053	\$2,046,134	\$3,637,390	\$4,633,868	\$2,712,396	\$ 41,734,789
	2022	\$5,073,054	\$3,017,155	\$5,012,175	\$2,937,240	\$5,694,955	\$9,371,750	\$11,374,772	\$17,974,068	\$2,743,309	\$4,363,026	\$6,842,941	\$1,046,000	\$ 75,410,524
	2023	\$3,929,572	\$4,916,308	\$3,029,674	\$3,087,131	\$6,370,476	\$3,088,398	\$4,234,315	\$3,224,163	\$2,474,897	\$2,332,220	\$3,542,065	\$4,921,929	\$ 45,140,458
	2024	\$4,126,791	\$1,874,058	\$5,852,079	\$2,471,063	\$3,280,586	\$3,890,154	\$4,188,990	\$3,864,595	\$5,369,898	\$7,528,119	\$5,410,678	\$2,354,273	\$ 50,208,284
	2025	\$5,630,704	\$4,293,869	\$6,004,330	\$6,674,070	\$7,747,704	\$6,289,149	\$9,757,893	\$5,863,048	\$3,226,559	\$66,767,440	\$7,028,000	\$2,943,270	\$ 132,206,036

Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
LAND DISTURBING PERMITS ISSUED														
LAND DISTURBING PERMITS	2021	22	10	18	20	18	22	16	11	4	23	13	8	185
	2022	16	13	19	11	18	34	11	10	8	13	8	3	164
	2023	5	14	9	15	10	7	10	5	10	8	8	14	115
	2024	8	6	15	8	9	11	16	12	12	16	14	7	134
	2025	12	12	17	13	18	16	29	17	10	19	23	8	194
INSPECTIONS COMPLETED														
TOTAL INSPECTIONS	2021	430	349	465	431	402	426	333	355	419	453	422	356	4,841
	2022	304	414	551	449	439	486	594	589	523	400	300	351	5,400
	2023	350	298	321	308	288	285	261	294	287	375	297	300	3,664
	2024	272	200	226	226	256	266	308	435	352	366	308	230	3,445
	2025	221	238	303	479	342	382	437	404	426	418	329	346	4,325
FEES COLLECTED														
Building Permits	2021	\$18,733	\$15,400	\$15,654	\$21,333	\$16,184	\$23,031	\$27,000	\$11,923	\$9,144	\$20,620	\$15,563	\$9,211	\$ 203,796
	2022	\$21,100	\$19,347	\$23,488	\$15,404	\$19,739	\$23,621	\$18,713	\$54,782	\$11,348	\$34,994	\$17,657	\$6,021	\$ 266,214
	2023	\$11,925	\$20,870	\$11,256	\$15,385	\$21,848	\$9,751	\$9,429	\$8,207	\$10,590	\$11,603	\$11,462	\$14,778	\$ 157,104
	2024	\$21,425	\$8,680	\$19,958	\$9,063	\$8,812	\$17,936	\$21,896	\$18,824	\$19,968	\$27,219	\$20,829	\$10,272	\$ 204,882
	2025	\$18,604	\$16,502	\$23,870	\$37,980	\$29,452	\$23,670	\$36,793	\$21,790	\$13,985	\$73,116	\$28,352	\$13,911	\$ 338,025
Land Disturbing Permits	2021	\$5,678	\$1,250	\$14,463	\$2,500	\$2,250	\$2,750	\$13,581	\$2,824	\$500	\$4,848	\$1,625	\$1,000	\$ 53,268
	2022	\$2,000	\$2,050	\$9,963	\$1,375	\$2,250	\$10,014	\$1,375	\$2,175	\$27,725	\$3,649	\$2,175	\$375	\$ 65,126
	2023	\$625	\$1,875	\$1,125	\$2,300	\$1,625	\$5,000	\$2,408	\$625	\$4,975	\$1,000	\$1,000	\$1,750	\$ 24,308
	2024	\$1,000	\$750	\$9,584	\$1,000	\$3,713	\$1,375	\$2,000	\$1,500	\$2,375	\$2,000	\$1,750	\$2,648	\$ 29,695
	2025	\$1,500	\$1,500	\$2,125	\$1,625	\$2,250	\$2,550	\$20,326	\$2,906	\$6,064	\$5,490	\$7,412	\$1,000	\$ 54,748
Zoning Fees collected by Building Dept starting February 2024	2021	\$2,150	\$1,150	\$3,650	\$2,950	\$2,650	\$3,400	\$2,450	\$1,850	\$1,300	\$2,900	\$1,900	\$1,150	\$ 27,500
	2022	\$1,900	\$1,400	\$3,900	\$1,650	\$2,300	\$3,900	\$1,800	\$1,500	\$1,500	\$2,000	\$1,450	\$750	\$ 24,050
	2023	\$1,350	\$1,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 3,300
	2024	\$0	\$800	\$2,250	\$1,150	\$1,800	\$2,250	\$2,250	\$1,650	\$1,750	\$2,300	\$1,900	\$1,000	\$ 19,100
	2025	\$1,600	\$2,550	\$1,800	\$2,650	\$3,600	\$3,300	\$3,250	\$1,950	\$1,850	\$3,700	\$3,150	\$1,600	\$ 31,000
TOTAL FEES	2021	\$26,561	\$17,800	\$33,767	\$26,783	\$21,084	\$29,181	\$43,031	\$15,148	\$10,944	\$28,368	\$24,584	\$11,361	\$ 293,810
	2022	\$25,001	\$22,797	\$37,351	\$18,429	\$24,289	\$37,535	\$21,888	\$58,457	\$40,573	\$40,643	\$24,584	\$7,146	\$ 290,061
	2023	\$13,900	\$24,395	\$12,381	\$17,685	\$23,473	\$14,751	\$11,837	\$8,834	\$15,565	\$12,603	\$12,462	\$16,528	\$ 184,714
	2024	\$22,425	\$10,230	\$31,792	\$11,213	\$14,325	\$21,561	\$26,146	\$21,974	\$24,093	\$31,519	\$24,479	\$13,920	\$ 253,677
	2025	\$21,704	\$20,552	\$27,795	\$42,255	\$35,302	\$29,520	\$60,369	\$26,646	\$21,899	\$82,306	\$38,914	\$16,511	\$ 423,773

MEMORANDUM

Date: January 21, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: FY26 Capital Reserve Balances

The FY26 Capital Reserve account balances are as follows:

County Capital Reserve:

FY25 Carryover	\$542,664.43
FY26 Budget Allocation:	\$250,000
Less: FUFD Receptacles to Light Poles – 10.01.25	-\$6,500
Less: Carysbrook Softball Field Lights – 10.15.25	-\$3,950
Less: Fire Rescue Door Repairs – 11.05.25	-\$6,580
Less: Migration to M365 Government Cloud – 11.05.25	-\$63,269.60
Less: PG P&R Extend Power – 11.05.25	-\$15,805
Less: Courts Boiler Replacement – 01.07.26	-\$26,000
Less: Rescue 1 Add'l Counter Space – 01.07.26	-\$5,500
FY26 Available:	\$665,059.83

Schools Capital Reserve:

FY25 Carryover	\$176,044.63
FY26 Budget Allocation:	\$250,000
Less: CEN Playground Equipment – 08.06.25	-\$16,263.10
Less: FCHS Bus Loop Sheetrock & Ceiling – 08.06.25	-\$12,000
Less: FCHS Chiller 1 – 08.06.25	-\$9,430

Less: FCHS Stage CYC Lights – 08.06.25	-\$10,660
Less: FCHS Café Dishwasher – 09.17.25	-\$5,448.93
Less: Replace Variable Frequency Drive in FCHS Air Handler – 10.01.25	-\$7,258
Less: Removal of Bleachers at Middle School Football Field – 10.01.25	-\$15,000
Less: CEN and CAR Replacement of Cafeteria Tables – 10.15.25	-\$29,982.27
Less: FCHS Baseball Field Drainage – 10.15.25	-\$13,905
Less: CE & FMS Replace Flooring in Food Service Coolers – 11.05.25	-\$36,708
Less: Replace (2) Refrigerators at FCHS – 11.05.25	-\$49,398
Less: Abrams Academy Fire Alarm System – 11.19.25	-\$9,991.99
Less: FCHS Chiller (1) Tubes Cleaning – 11.19.25	-\$10,000
Less: FCHS VFD in the AHU – 11.19.25	-\$6,833
Less: FMS & FCHS Remote Well Monitoring System – 11.19.25	-\$6,450
Less: FCHS Floor Scrubber – 01.07.26	-\$9,387
FY26 Available:	\$177,329.34

MEMORANDUM

Date: January 21, 2026
From: Theresa McAllister – Management Analyst II
To: Board of Supervisors
Subject: Unassigned Fund Balance

*FY25 Year End (Audited) Unassigned Fund Balance:	\$26,607,927
Unassigned Fund Balance – 12% Target Per Policy:	\$12,022,656
Unassigned Fund Balance – Excess Above Policy Target:	\$14,585,271
Less: Coves Monticello Performance Grant – 07.02.25	-\$63,208.33
Less: Pleasant Grove Park Paving CIP – 08.06.25	-\$21,216
Less: Information Technology ADP Services – 08.06.25	-\$11,535
Less: Fire Training Building – 09.17.25	-\$615,000
Less: FY25 to FY26 County Carryovers – 12.03.25	-\$67,921.40
Less: FY25 to FY26 County Carryovers – 12.17.25	-\$36,000
Current (Audited) Unassigned Fund Balance:	\$13,770,390.27



VDOT Maintenance Issues or Concerns
Call 1-800-367-ROAD

December Report



Fluvanna County

December 2025

MAINTENANCE

Palmyra & Zions Crossroads Area Headquarters for the month of November 2025

- Litter Control Rte 6,15,53,600,616,618
- Debris Removal Rte 640,660. Brush Removal Rte 660
- Dead Animal Retrieval Rte 15,53,631,632,644
- Surface Patching Rte 603
- Assist Bridge Crew on Rte 673
- Tree Trimming Rte 692
- Shoulder Repair Rte 600
- Contractor Pipe Installation Rte 676
- Countywide Removal of Electoral Signs in ROW

LAND DEVELOPMENT & PERMITS

Plan Review Completed

Preliminary

- **ZMP25-0005 – Parcel 50-A-129D**, Submission 1: Reviewed 11/10/2025
- **Goodson Auto**, Submission 1: Reviewed 11/25/2025

Meetings

- **SDP 24-09 – WAWA**: Pre-construction meeting requested by Andre Fontaine, 11/7/2025
- **SDP 24-09 – SunTribe Solar (Carysbrook Solar)**: On-site meeting requested by Hannah Hellman, 11/7/2025

LUPS Permits Issued and Completed

VDOT issued 20 permits in November 2025

VDOT closed 1 permit in November 2025

CONSTRUCTION

Bridge Projects

- **BRDG-967-657, N501 (UPC 126211) On-Call Bridge Maintenance Contract**
– Project starting on October 14th. TO issued for various Bridges maintenance work.
- Scope: Bridge Maintenance -Various locations
Estimated Contract Completion Date: September 15, 2026
(Currently inactive in the area)

Road Projects

- **ADA Compliance 9999-967-317, N01 (UPC 124876)** various locations.
NTP: Specific to each task order
Scope: On call ADA compliance
Estimated contract completion date: August 01, 2025 (T1)
(Currently inactive in the area)
- **9999-967-620, N01 (UPC 119781)** On-call Signal District wide various locations.
NTP: Specific to each task order
Scope: District wide On-call signals contract
Estimated contract completion date: December 31, 2025 (T1)
(Currently inactive in the area)

Schedules

TRAFFIC STUDIES/ SPECIAL REQUESTS

1401 Stage Junction Road, School Bus Stop Ahead Request.

Request Received: 9/22/2025

Status: In Progress

Rte 600, Paynes Mill Road & Rte 250, Richmond Road, Pavement Markings Restored-“Stop Ahead” Request.

Request Received: 9/5/2025

Status: Completed. No Work Planned. Markings removed several years ago during paving schedule. Study does not warrant restoring.



VDOT Maintenance Issues or Concerns
Call 1-800-367-ROAD

January Report



Fluvanna County

January 2025

MAINTENANCE

Palmyra & Zions Crossroads Area Headquarters for the month of December 2025

- Dead Animal Retrieval Rte 6,15,250,611,647,650
- Ditching Rte 6,619,649
- Pothole Patching Rte 15,601,605,606,608,616,630,646,649,659,660,663,684,686
- Litter Control Rte 53
- Debris Removal Rte 6,616,619,640,647,649,663,671
- Debris Removal-Tree Rte 604,631
- Shoulder Repair Rte 613,676

LAND DEVELOPMENT & PERMITS

Plan Review Pending Final Review

Plat

- SUB25-57, 17A-72C, Submission 1: Received 12/23/2025, Pending Final Review 12/29/2025

Site Plan

- SDP25-09, Hoops Utility Extension, Submission 2: Received 12/23/2025, Pending Final Review 12/30/2025

Plan Review Underway

Site Plan

- SDP25-03, Project Hoops, Access Management Exception Request: Received 12/4/2025, No Issues 12/23/2025

LUPS Permits Issued and Completed

VDOT issued 11 permits in December 2025

VDOT closed 4 permits in December 2025

CONSTRUCTION

Bridge Projects

- **BRDG-967-657, N501 (UPC 126211) On-Call Bridge Maintenance Contract**
– Project starting on October 14th. TO issued for various Bridges maintenance work.
- Scope: Bridge Maintenance -Various locations
Estimated Contract Completion Date: September 15, 2026
(*Currently inactive in the area*)

Road Projects

- **ADA Compliance 9999-967-317, N01 (UPC 124876)** various locations.
NTP: Specific to each task order
Scope: On call ADA compliance
Estimated contract completion date: August 01, 2025 (T1)
(*Currently inactive in the area*)
- **9999-967-620, N01 (UPC 119781) On-call Signal** District wide various locations.
NTP: Specific to each task order
Scope: District wide On-call signals contract
Estimated contract completion date: December 31, 2025 (T1)
(*Currently inactive in the area*)

Schedules

TRAFFIC STUDIES/ SPECIAL REQUESTS

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Request Received: 9/22/2025

Status: In Progress

Rte 600, Paynes Mill Road & Rte 250, Richmond Road, Pavement Markings Restored-“Stop Ahead” Request.

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Status: Completed. No Work Planned. Markings removed several years ago during paving schedule. Study does not warrant restoring.