AGENDA

Board of Supervisors Work Session

January 12, 2021

4:00 PM

A. Call to Order

B. Discussion – Virginia Department of Transportation Primary and Secondary Six Year Plans – Ed Carter

C. Discussion – Ordinance to Repeal Section 56-3 of the Warren County Code re: Address by Nonmembers – Jason Ham

D. Discussion – Various Annual Term Contracts – Caitlin Jordan/Keith McLiverty

1. Moseley Architects
2. Frazier Associates
3. Frederick Andreae Architects
4. Land Planning & Design Associates
5. Davenport & Company

6:00 PM

E. Budget Presentations from Partner Agencies

6:00 PM – Samuels Public Library
6:30 PM – Economic Development Authority
7:00 PM – Warren County Health Department
7:30 PM – Northwestern Community Services

F. Adjournment

Secondary System
Warren County
Construction Program
Estimated Allocations

Fund	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Total
CTB Formula - Unpaved State	$153,375	$0	$0	$0	$0	$0	$153,375
Secondary Unpaved Roads	$0	$0	$0	$0	$0	$0	$0
TeleFee	$79,173	$79,173	$79,173	$79,173	$79,173	$79,173	$475,038
Residue Parcels	$0	$0	$0	$0	$0	$0	$0
STP Converted from IM	$0	$0	$0	$0	$0	$0	$0
Federal STP - Bond Match	$0	$0	$0	$0	$0	$0	$0
Formula STP	$0	$0	$0	$0	$0	$0	$0
MG Formula	$0	$0	$0	$0	$0	$0	$0
BR Formula	$0	$0	$0	$0	$0	$0	$0
Other State Match	$0	$0	$0	$0	$0	$0	$0
State Funds	$0	$0	$0	$0	$0	$0	$0
Federal STP	$0	$0	$0	$0	$0	$0	$0
District Grant - Unpaved	$0	$215,351	$141,055	$187,270	$199,477	$199,477	$942,630
Total	$232,548	$294,524	$220,228	$266,443	$278,650	$278,650	$1,571,043

Board Approval Date:

Edwin Z. Custer 5-29-19

Residency Administrator Date

5.22.19

County Administrator Date

District: Staunton
County: Warren County
Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost / Ad Date	Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0624	MORGAN FORD ROAD	*PE* $1,452,640										1876
77272	0624093192	*RW* $165,069	$276,511		$0	$0	$0	$0	$0	$0		Bridge Replacement w/o Added Capacity
RAAP CONTRACT	RTE 624 - BRIDGE & APPROACHES OVER SHENANDOAH RIVER	*CON* $7,332,790	$8,673,988		$0	$0	$0	$0	$0	$0		
BR		*Total* $8,950,499	$8,950,499	$0	$0	$0	$0	$0	$0	$0	$0	14011
Migration	0.03 Mi South of Rte 643											
0001.02	0.36 MI North of Rte 643											
	0.4											
Rt.0624	HAPPY CREEK RD	*PE* $1,321,196										4200
17714	0624093186	*RW* $569,234	$528,000		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
RAAP CONTRACT	#HB2.FY17 RTE 624 - RECONSTRUCTION	*CON* $8,596,622	$5,454,857		$1,272,027	$1,225,599	$2,006,569	$0	$0	$0		15004
STP		*Total* $10,487,052	$5,982,857	$4,504,195	$1,272,027	$1,225,599	$2,006,569	$0	$0	$0	$0	
Migration	ECL FRONT ROYAL											
0001.03	ROUTE 645											
	0.9											
Rt.0607	Rocky lane	*PE* $10,000										280
104624	0607093766	*RW* $0	$147,052		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Rocky LN - Rural Rustic	*CON* $350,000	$212,948		$0	$0	$0	$0	$0	$0		17004
	Rt 340	*Total* $360,000	$360,000	$0	$0	$0	$0	$0	$0	$0	$0	
	Rt 649											
Migration	1.6											
0003.02												
Rt.0616	Richardson Road	*PE* $2,500										210
105006	0616093775	*RW* $0	$45,000		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Richardson Road - Rural Rustic	*CON* $42,500	$0		$0	$0	$0	$0	$0	$0		17004
	Rt 610	*Total* $45,000	$45,000	$0	$0	$0	$0	$0	$0	$0	$0	
	River Lakes Drive											
Migration	0.2											
0003.04												
Rt.0610	Bucks Mill Road	*PE* $2,500										450
105009	0610093774	*RW* $0	$45,000		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Bucks Mill Rd - Rural Rustic	*CON* $42,500	$0		$0	$0	$0	$0	$0	$0		17004
	Rt 55	*Total* $45,000	$45,000	$0	$0	$0	$0	$0	$0	$0	$0	
	.05 East of Rt 616											
Migration	0.2											
0003.05												

District: Staunton

County: Warren County

Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost / Ad Date	Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0623	Downing Farm Road	*PE* $10,000										490
104618	0623093769	*RW* $0	$225,000		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Downing Farm Road - Rural Rustic	*CON* $215,000	$0		$0	$0	$0	$0	$0	$0		17004
	Thunder Road	*Total* $225,000	$225,000	$0	$0	$0	$0	$0	$0	$0	$0	
	Stoney Bottom Road											
Migration	1.0											
0003.06												
Rt.0613	Panhandle Road	*PE* $10,000										260
104617	0613093770	*RW* $0	$132,885		$114,615	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Panhandle Rd - Rural Rustic	*CON* $237,500	$0		$0	$0	$0	$0	$0	$0		17004
	1.1 Mile from Lower Water Bridge Shenandoah River	*Total* $247,500	$132,885	$114,615	$114,615	$0	$0	$0	$0	$0	$0	
	1000' from Lower Water Bridge Shenandoah River											
Migration	1.1											
0003.07												
Rt.0628	Rocky Hollow Road	*PE* $0										100
111061	0628093811	*RW* $0	$0		$38,760	$211,240	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Rocky Hollow Road Rd - Rural Rustic	*CON* $250,000	$0		$0	$0	$0	$0	$0	$0		17004
	Rt. 613 - Indian Hollow Road	*Total* $250,000	$0	$250,000	$38,760	$211,240	$0	$0	$0	$0	$0	
	Rt. 629 - Acorn Hill Road											
State forces/Hired equip CN Only	1.1											
0003.08												
Rt.0637	Cauthorn Mill Road	*PE* $0										180
-18105	0637093805	*RW* $0	$0		$67,500	$67,500	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Cauthorn Mill Road - Rural Rustic	*CON* $135,000	$0		$0	$0	$0	$0	$0	$0		17004
	0.06 Mile North of Rt. 627	*Total* $135,000	$0	$135,000	$67,500	$67,500	$0	$0	$0	$0	$0	
	0.62 Mile North of Rt. 627											
State forces/Hired equip CN Only	0.6											
0003.10												
Rt.0660	Kendrick Ford Road	*PE* $0										110
-21814	0660093817	*RW* $0	$0		$0	$4,111	$141,055	$71,224	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Kendrick Ford Road - Rural Rustic	*CON* $216,390	$0		$0	$0	$0	$0	$0	$0		17004
	Punch Run Rd. Rt. 621	*Total* $216,390	$0	$216,390	$0	$4,111	$141,055	$71,224	$0	$0	$0	
	End of State Maintenance											
State forces/Hired equip CN Only	0.7											
0003.11												

District: Staunton

County: Warren County

Board Approval Date:

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

2020-21 through 2024-25

Route / PPMS ID / Accomplishment / Type of Funds / Type of Project / Priority #	Road Name / Project # / Description / FROM / TO / Length	Estimated Cost / Ad Date	Previous Funding / SSYP Funding / Other Funding / Total	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Balance to complete	Traffic Count / Scope of Work / FHWA # / Comments
Rt.0613	Panhandle Road	*PE* $0										200
-21815	0613093818	*RW* $0	$0		$0	$0	$0	$116,046	$43,954	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Panhandle Road Phase II - Rural Rustic	*CON* $160,000	$0		$0	$0	$0	$0	$0	$0		17004
	Mountain Road Rt. 619	*Total* $160,000	$0	$160,000	$0	$0	$0	$116,046	$43,954	$0	$0	
	Wilson Burke Road Rt. 608											
State forces/Hired equip CN Only	0.5											
0003.12												
Rt.0631	William Vincent Road	*PE* $0										90
-21816	0631093819	*RW* $0	$0		$0	$0	$0	$0	$155,523	$199,477		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	William Vincent Road - Rural Rustic	*CON* $355,000	$0		$0	$0	$0	$0	$0	$0		17004
	Buck Mountain Road Rt. 622	*Total* $355,000	$0	$355,000	$0	$0	$0	$0	$155,523	$199,477	$0	
	Bentonville Road Rt. 613											
State forces/Hired equip CN Only	1.2											
0003.13												
Rt.0603	Oregon Hollow Road	*PE* $0										820
112383	0603093806	*RW* $0	$0		$0	$0	$0	$0	$0	$0		Reconstruction w/o Added Capacity
STATE FORCES/HIRED EQUIPMENT	Oregon Hollow - High Volume Unpaved Road - Warren County	*CON* $599,000	$768,000		$0	$0	$0	$0	$0	$0		17004
	Rte 643	*Total* $599,000	$768,000	($169,000)	$0	$0	$0	$0	$0	$0	($169,000)	Revised estimate required
	0.74 Miles S of Rt 643											
State forces/Hired equip CN Only	0.7											
0005.02												
Rt.4005		*PE* $0										0
100215	1204005	*RW* $0	$267,516		$11,673	$11,673	$79,173	$79,173	$79,173	$79,173		Preliminary Engineering
NOT APPLICABLE	COUNTYWIDE ENGINEERING & SURVEY	*CON* $250,000	$0		$0	$0	$0	$0	$0	$0		17015
S	VARIOUS LOCATIONS IN COUNTY	*Total* $250,000	$267,516	($17,516)	$11,673	$11,673	$79,173	$79,173	$79,173	$79,173	($357,554)	MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.
9999,99	VARIOUS LOCATIONS IN COUNTY											

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
May 21, 2019	H-1	Public Hearing – Proposed Secondary Six-year Plan for FY 2020-2025 and Construction Budget for FY 2020	

EXPLANATION & SUMMARY:

The Board discussed the proposed Secondary Six-year Plan and construction budget in work session on May 7, 2019.

As discussed, Mr. Ed Carter was able to allocate additional funding on the Cauthorn Mill Road unpaved project in order to advance the construction start date.

COST & FINANCING: N/A

PROPOSED MOTION:

I move that the Board of Supervisors approve the proposed Secondary Six-year Plan for FY 2020-2025 and Construction Budget for FY 2020 as proposed.

ALTERNATE MOTION

I move that the Board of Supervisors postpone action until _____.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Douglas P. Stanley, County Administrator		

VDOT Virginia Department of Transportation

WARREN COUNTY SECONDARY SYSTEM IMPROVEMENT PLAN 2019/20-2024/25

May 21, 2019

Edinburg Residency

MAJOR PROJECTS

ROUTE	ROAD NAME	FROM	TO	AVERAGE DAILY TRAFFIC COUNT	DESCRIPTION OF WORK	VICINITY	ESTIMATED COST	TENTATIVE AD/START DATE	COMMENTS
624	Morgan Ford Road UPC 77272	Int. of Rt. 643	0.5 miles N Rt. 643	1,876	Bridge Replacement	Morgan Ford	$8,950,499	04/2016	COMPLETE
624	Happy Creek Road UPC 17714	ECL Front Royal	Rt. 645	4,200	Reconstruction	E. of Front Royal	$10,487,052	2021	Smart Scale

Secondary System
Warren County
Construction Program
Estimated Allocations

Fund	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Total
CTB Formula - Unpaved	$153,375	$0	$0	$0	$0		$153,375
State TeleFee	$79,173	$79,173	$79,173	$79,173	$79,173	$79,173	$475,038
District Grant Unpaved	$0	$215,351	$141,055	$187,270	$199,477	$199,477	$942,630
Total	$232,548	$294,524	$220,228	$266,443	$278,650	$278,650	$1,571,043

NEW HARDSURFACE PROJECTS-SEC FUNDS

PRIORITY	ROUTE	ROAD NAME	FROM	TO	AVERAGE DAILY TRAFFIC COUNT	LENGTH (miles)	REQUEST	TENTATIVE AD/START DATE	COMMENT
1)	607 UPC 104624	Rocky Lane	Route 340	Route 649	280	1.57	Rustic Paved	2019	Part R/S CTB Est. $360,000
2)	639 UPC 104623	Ashby Station Road	Rt. 658	Rt. 624	210	1.0	Rustic Paved	2019	R/S Est. $265,000
3)	616 UPC 105006	Richardson Road	Rt. 610	River Lakes Drive	210	.20	Rustic Paved	2019	Est. $45,000
4)	610 UPC 105009	Bucks Mill Road	Rt. 55	Rt. 616	450	.20	Rustic Paved	2019	Est. $45,000
5)	623 UPC 104618	Downing Farm Road	Thunder Road	Stoney Bottom Road	490	1.0	Rustic Paved	2020	Est. $225,000
6)	613 UPC 104617	Panhandle Road	T-Bird Drive	100' from Low Water Bridge Shenandoah River	260	1.1	Rustic Paved	2020	Dist. Grant Est. $247,500

NEW HARDSURFACE PROJECTS-SEC FUNDS (con't)

PRIORITY	ROUTE	ROAD NAME	FROM	TO	AVERAGE DAILY TRAFFIC COUNT	LENGTH (miles)	REQUEST	TENTATIVE AD/START DATE	COMMENT
7)	628 UPC 20180	Rocky Hollow Lane	Rt. 613	Rt. 629	100	1.1	Rural Rustic Pave	2021	Dist. Grant Est. $250,000
8)	637 UPC 18105	Cauthorn Mill Road	0.06 Mi N Rt. 627	0.62 Mi N Rt. 627	180	0.6	Rural Rustic Pave	2021	Dist. Grant Est. $135,000
9)	603 UPC 18106	Oregon Hollow Road	1.35 Mi N Rt. 647	Howelsville Road	820	1.6	Rural Rustic Pave	2019	High Volume Unpaved
10)	660 T-21814	Kendrick Ford Road	Rt. 621	End State Maint.	130	0.7	Rural Rustic Pave	2022	Dist. Grant Est $180,000
11)	613 T-21815	Panhandle Road II	Rt. 619	Rt. 608	220	0.5	Rural Rustic Pave	2023	Dist. Grant Est. $130,000
12)	631 T-21816	William Vincent Road	Rt. 622	Rt. 613	170	1.2	Rural Rustic Pave	2024	Dist. Grant Est. $318,000

NEW HARDSURFACE PROJECTS

PRIORITY	ROUTE	ROAD NAME	FROM	TO	LENGTH(miles)	AVERAGE DAILY TRAFFIC COUNT	VICINITY	ESTIMATED COST	TENTATIVE AD/START DATE	COMMENTS
1	N/A	Old Oak Lane IV						Est. $998,250 Revenue Sharing	2020/21	C/A Rural Addition Hardsurfaced
2	N/A	Lake Front Drive	Rt. 522	Creek Road	.14 Miles	1500		Est. $700,000 Revenue Sharing	COMPLETE	Rural Addition Hardsurfaced
3	N/A	Tomahawk Way (Phase II)			.25 Miles			Est. $280,000 Revenue Sharing	2019/20	C/A Rural Addition Hardsurfaced

PRIORITIZED/UNFUNDED PROJECTS

PRIORITY	ROUTE	ROAD NAME	FROM	TO	AVERAGE DAILY TRAFFIC COUNT	LENGTH (miles)	REQUEST	COMMENT
1)	643	Howellsville Road	Route 624	Route 603	2,300	1.22	Reconstruct & Widen	Smart Scale $3,150,000
2)	626	Totten Lane/ Laing Road	Route 55	Route 615	1,400	1.8	Reconstruct & Widen	Smart Scale Est. $1,500,000
3)	615	Stokes Airport Road	Route 619	Route 626	1,100	1.8	Reconstruct & Widen	Smart Scale

Planning Estimates-Typical Sections

	Cost Per Mile
Rural Rustic	$ 305,000
Avg. 2-Lane Road Reconst.	$ 809,952
2-Lane Road New Location	$2,230,800
Avg. 4-Lane Road Reconst.	$2,415,128
Avg. 4-Lane Road New Location	$4,461,600

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	C	Proposed Repeal of Warren County Code Section §56-3. "Address by nonmembers; action on subjects raised by nonmembers"	1 OF 1

EXPLANATION & SUMMARY:

The Board of Supervisors follows the County of Warren, Virginia Meeting Policy and Procedures (attached) which were adopted January 5, 2021 (the "Procedures"). The Procedures contain rules for public speaking and appearances before the Board, and state when public comments will be received.

Section 56-3 of the Warren County Code, which also addresses presentations by members of the public during Board of Supervisor meetings, currently contains language that is different from the Procedures in that it allows "any orderly person…upon recognition by the presiding officer…..to address the Board…" at any time during the meeting, which is not consistent with the Procedures.

To avoid conflict between the County Code and the Procedures, and to ensure the orderly conduct of public business, our office proposes repealing Section 56-3.

The Board of Supervisors must provide public notice before repealing the ordinance.

COST AND FINANCING:

N/A

PROPOSED ACTION:

If it is the consensus of the Board, this item will be placed on the January 19th agenda for authorization to advertise for a public hearing to be held on February 16th.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AN ORDINANCE TO REPEAL SECTION 56-3 OF THE WARREN COUNTY CODE

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that section 66-3 of the Warren County Code (Address by nonmembers; action on subjects raised by nonmembers) be repealed as follows:

CHAPTER 56. SUPERVISORS, BOARD OF

~~§ 56-3. Address by nonmembers; action on subjects raised by nonmembers.~~
~~Any orderly person present at a meeting of the Board of Supervisors may, upon recognition by the presiding officer, request permission to address the Board; and the presiding officer may grant such request if he considers it to be in the public interest so to do, and he shall grant such request upon demand of any two Supervisors. When, as the result of such an address to the Board it appears that a subject should be considered by the Board at a subsequent meeting, the Clerk of the Board shall place such matter on the agenda for the next regular meeting of the Board of Supervisors.~~

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through~~.
Language proposed to be added it underlined.

Warren County, VA
Wednesday, January 6, 2021

Chapter 56. Supervisors, Board of

§ 56-3. Address by nonmembers; action on subjects raised by nonmembers.

Any orderly person present at a meeting of the Board of Supervisors may, upon recognition by the presiding officer, request permission to address the Board; and the presiding officer may grant such request if he considers it to be in the public interest so to do, and he shall grant such request upon demand of any two Supervisors. When, as the result of such an address to the Board it appears that a subject should be considered by the Board at a subsequent meeting, the Clerk of the Board shall place such matter on the agenda for the next regular meeting of the Board of Supervisors.

I-3

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

CHAIRMAN
Daniel J. Murray, Jr.
North River District

VICE-CHAIRMAN
Thomas H. Sayre
Shenandoah District

Tony F. Carter
Happy Creek District

Archie A. Fox
Fork District

Linda P. Glavis
South River District

*****

Douglas P. Stanley
County Administrator

MEMO TO: Dan Whitten, County Attorney

FROM: Emily A. Mounce, Deputy Clerk of the Board EM

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Ordinance to Amend and Re-Ordain Section 56-3

DATE: January 23, 2019

The Board of Supervisors, at its regular meeting of January 22, 2019, voted to postpone discussion on this ordinance to a work session on February 19, 2019.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT	PAGE 1 OF
January 22, 2019	I-3	Public Hearing – Amendment to Warren County Code Section 56-3 to amend the rules for address by nonmembers during public presentation comment period to parallel the language in the County of Warren, Virginia Meeting Policy and Procedures	

EXPLANATION & SUMMARY:

The Board of Supervisors follows the County of Warren, Virginia Meeting Policy and Procedures (attached hereto) which were updated at the January 8, 2019 meeting. Section 5-5.1 of the Meeting Policy and Procedures details the rules for the public presentation comment period. Such rules now state speakers shall have five (5) minutes and shall be limited to one appearance at each regular meeting of the Board of Supervisors. The rules also states that speakers can only speak on the same subject three (3) times in any twelve (12) month period. Finally the rules state that a total of twenty (20) minutes shall be devoted for public presentation comment period. However, such time period for each speaker may be extended one additional period of five (5) minutes at the discretion of the Chairman.

Section 56-3 of the Warren County Code which also addresses presentations by members of the public during Board of Supervisor meetings currently contains language that is different from the Meeting Policy and Procedures. To avoid conflict between the County Code and the Meeting Policy and Procedures, our office proposes amending the language in the County Code to parallel the language in Section 5-5.1 of the Meeting Policy and Procedures.

When the Board of Supervisors authorized the advertisement of such amendments for public hearing, the proposed code section stated that speakers shall have three (3) minutes with a total of fifteen (15) minutes for public presentations. Our office is now proposing amending Section 56-3 to give each speaker five (5) minutes with a total of twenty (20) minutes for public presentations. In addition, our office is proposing that such time period for each speaker may be extended one additional period of five (5) minutes at the discretion of the Chairman. Since our office is proposing less restrictive language, the Board of Supervisors does not have to re-advertise the revised language for a public hearing.

The public hearing has been properly advertised.

COSTS & FINANCING: N/A

PROPOSED MOTION:

1) I move that the Board of Supervisors approve the proposed amendment to Warren County Code Section 56-3 to amend the rules for address by nonmembers during public presentation comment period to parallel the language in Section 5-5.1 of the County of Warren, Virginia Meeting Policy and Procedures.

ALTERNATIVE MOTIONS:

1) I move that the Board of Supervisors approve the proposed amendment to Warren County Code Section 56-3 to amend the rules for address by nonmembers during public presentation comment period to parallel the language in Section 5-5.1 of the County of Warren, Virginia Meeting Policy and Procedures.

OR

2) I move this matter be postponed until _____ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Dan N. Whitten, County Attorney		

AN ORDINANCE TO AMEND AND RE-ORDAIN SECTION 56-3 OF THE WARREN COUNTY CODE TO AMEND THE RULES FOR ADDRESS BY NONMEMBERS DURING PUBLIC PRESENTATION COMMENT PERIOD TO PARALLEL THE LANGUAGE IN THE BOARD MEETING POLICY AND PROCEDURES.

BE IT ORDAINED BY THE WARREN COUNTY BOARD OF SUPERVISORS that Section 56-3 of the Warren County Code (Address by nonmembers; action on subjects raised by nonmembers) be amended and re-ordained as follows:

CHAPTER 56 SUPERVISORS, BOARD OF

§ 56-3 Address by nonmembers; action on subjects raised by nonmembers.

During the public presentation comment period, speakers wishing to address the Board shall clearly state their name and address. Speakers shall limit their remarks to five (5) minutes and may not yield any unused portion of their speaking time to others. Each speaker shall be limited to one appearance at each regular meeting of the Board. Speakers shall be limited to speaking on the same subject not more than three (3) times per twelve (12) month period. A total of twenty (20) minutes shall be devoted to the public presentation comment period. Such time period for each speaker may be extended one additional period of five (5) minutes at the discretion of the Chairman. ~~Any orderly person present at a meeting of the Board of Supervisors may, upon recognition by the presiding officer, request permission to address the Board; and the presiding officer may grant such request if he considers it to be in the public interest so to do, and he shall grant such request upon demand of any two Supervisors.~~ When, as the result of such an address to the Board it appears that a subject should be considered by the Board at a subsequent meeting, the Clerk of the Board shall place such matter on the agenda for the next regular meeting of the Board of Supervisors.

THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION

Language proposed to be deleted is ~~lined through.~~
Language Proposed to be added is **underlined.**

Excerpt from 01/22/2019 Minutes

WHEREAS, the five (5) qualified registered voters represent more than 50 percent of the nine (9) qualified registered voters in the district; and

WHEREAS, on October 24, 2018, Warren County Administration staff surveyed the ten (10) real estate property owners of record in the proposed Osprey Lane Sanitary District to ask whether they supported the establishment of the district as proposed; and

WHEREAS, Warren County Administration received a total of eight (8) responses to the survey with seven (7) owners indicating they supported the request and one (1) owner indicating their opposition; and

WHEREAS, the support from seven (7) persons who own real property in the proposed district meets the threshold of the finding of fact that the proposed Osprey Lane Sanitary District is supported by at least 50 percent of persons who own real property in the proposed district; and

WHEREAS, Section 21-114 of the Code of Virginia requires the holding of a public hearing to allow all interested persons who reside in or who own real property in the proposed district to have the right to appear and show cause why the property under consideration should or should not be included in the proposed district; and

WHEREAS, the Warren County Board of Supervisors is supportive of the establishment of the Osprey Lane Sanitary District as proposed and has properly advertised the public hearing and notified the affected property owners.

NOW, THEREFORE, BE IT RESOLVED, that the Warren County Board of Supervisors does hereby establish the Osprey Lane Sanitary District as proposed.

At this time, Mr. Murray called for a five minute recess. He then called the meeting back to order at 8:25 PM.

Public Hearing – Ordinance to Amend and Re-Ordain Section 56-3 of the Warren County Code – Dan Whitten

Mr. Whitten reported the Board of Supervisors follows the County of Warren, Virginia Meeting Policy and Procedures, which were updated at the January 8, 2019 meeting. Both Section 5-5.1 of the Meeting Policy and Procedures and Section 56-3 of the Warren County Code address presentations by members of the public during Board of Supervisors meeting, though the language is different between the two. In order to avoid conflict between the County Code and the Meeting Policy and Procedures, the County's Attorney's office is proposing amending the language in the County Code to parallel the language in Section 5-5.1 of the Meeting Policy and Procedures.

Mr. Murray sought to clarify some confusion stemming from recent articles in the Royal Examiner. The policy of allowing a citizen to speak on the same subject three times in a twelve month period was adopted in January 2017 and is not a new policy.

Mr. Carter noted the ordinance in question was put into effect in the 1970's after a citizen attending a Planning Commission meeting felt they were treated rudely. He acknowledged the timing of the proposed amendment both did and did not have to do with Mr. Mark Egger, as the Board was not aware of the discrepancy between the ordinance and the Board's adopted Meeting Policy and Procedures until he mentioned it during his comment period on May 20, 2018. Mr. Carter stated citizens should be able to summarize their thoughts within five minutes, certainly within ten minutes, and the time limit on comments was put into effect to be respectful to individuals already on the agenda. Additionally, the Board must start public hearings at 7:30 PM, as advertised, and an extended comment period could disrupt the start time. He further noted the proposed amendment to the ordinance is less restrictive than the ordinance as it is currently worded and reminded the public of a citizen's ability to request an item be placed on the agenda with the sponsorship of a Board member.

Mr. Sayre concurred he was not aware of the existence of this ordinance until Mr. Egger brought it to his attention.

Mr. Murray opened the public hearing.

John Lundberg, 203 Peach Tree Court, stated he was a Public Affairs Officer with the military for most of his career and believes the Board's apparent silence to comments made by Mr. Egger, which he believes included credible allegations, was "beyond the pale". He described Mr. Egger as a courageous private citizen who came before the Board presenting solid evidence of corruption with the Economic Development Authority (EDA) and was allowed to speak at three different meetings before the Board on this topic for a total 37 minutes because Section 56-3 exists. He concluded by stating his belief of how the proposed amendment to the Code Section was clearly designed to silence people bringing corruption to the public eye.

Dale Carpenter, 509 Lena Court, thanked the Board for its leadership and the long hours and effort each member puts in, as well as abuse they take. He then inquired as to what was necessary to place an item on the agenda. Mr. Murray stated the Board's Meeting Policy and Procedures allow for an individual desiring to appear before the Board to make a request to the Clerk or the Clerk's designee and receive approval from the Clerk or a member of the Board. The final draft of the agenda is then approved by the Chair of the Board.

Krista Adanitsch, 9017 Stonewall Jackson Highway, stated she concurred with Mr. Lundberg's statements and believes there should always be transparency through the Board. She stated she is upset with what is going on with the EDA, and further commented how speaking publicly is important. She concluded by noting she is okay with a time limit for speakers but is not okay with being restricted to only speaking three times in a twelve month period.

Leslie Mathews, 143 Mathews Lane, stated she is strongly opposed to the ordinance amendment. She commented how Mr. Murray, Mr. Carter, and Mrs. Glavis are showing a lack of consideration to the citizens of the County to have adequate time to address the

Board. Her grandfather Mr. Baggarly was on the Board of Supervisors for 28 years, she stated he believed all citizens have the right to be heard. She concluded by stating this apparent attempt by three members of the Board to limit the freedoms of citizens is downright disgraceful and asked the Board to keep Section 56-3 as is.

Melanie Salins, 95 Murrays Drive, provided the Board with the definition of "representative" and stated it is the duty of the Board members to carry out the will of the people who elected them to their positions. She noted the need for adequate time if many people show up to a meeting to speak to the Board. Ms. Salins also questioned the lack of definition of "same subject" and asked who would decide the topic restriction. She then gave the example of the number of times she spoke before Town Council regarding the new Warren Memorial Hospital and asked if she would have been barred from speaking before the Board because of the general "same subject" of Warren Memorial Hospital despite the fact she was speaking about different specific issues, including bonds and zoning. She noted she had spoken with Mr. Whitten earlier in the day, and he had described the proposed amendment as a preventative measure. She further noted she had reached out to Prince William, Frederick, and Loudoun Counties to ascertain the time limits for their respective Boards and discovered none of those localities had a restriction on the number of times a citizen could speak on the same topic. Ms. Salins concluded by stating she believed the proposed amendment to Section 56-3 to be insulting, alienating, and infuriating.

Mike Salins, 95 Murrays Drive, summarized the current policy of the Board of how if a citizen makes the Board aware of an issue, he/she can only bring it up two more times in a twelve month period. He believes the Board should reconsider making this a hard rule.

Robert Adanitsch, 9017 Stonewall Jackson Highway, stated he does not think revising the rules is necessarily a bad thing but believes allowing a citizen to speak on the same subject only three times in a twelve month period is too restrictive. He noted if citizens are coming to speak, it shows they care, and the Board should not try and stop them, as an open public forum is critical.

Mark Egger, 721 Campbell Circle, stated the foolish actions of the Board compelled him to speak during this public hearing and accused Mr. Carter of attempting to shut him up prior to the meeting. He stated Mr. Whitten was an overpriced lawyer who clearly did not do any research for surrounding localities' Board rules as he claimed. He suggested the Board Meeting Policy and Procedures be changed to agree with Section 56-3, not vice versa, and asked why the Board was trying to fix something if it is not broken. He commented the Board should be thanking him by doing their job for free because they prefer to be ostriches with their heads stuck in the sand and clearly did not care what he had to say during the three meetings where he spoke in 2018 regarding the EDA.

Nancy Heflin, 667 Fiery Run Road, accused the Board of not wanting people talking to them who have problems, and commented if any Board member votes for this amendment, he/she needs to resign tomorrow. She stated the Board just wants to shut people down and instructed the Board to clean up its act.

Tom Balint, 117 Lee Street, stated he appreciates the difficult position the Board is in and understands the need for a time limit but believes allowing a citizen to speak on the same subject only three times in a twelve month period is too restrictive.

Michelle Matthiae, 20 Blue Ridge Avenue, stated she understands the importance of making verbiage consistent but believes the Board is doing a serious disservice limiting the time for citizens to speak. She made several suggestions on how to further engage citizens, including creating an email opt-in option for people who would like to be informed, going to local schools to discuss the importance of civic involvement with youth, posting meeting agendas and minutes on Facebook, establishing office hours at the Administration Office for Board members to speak with citizens who are too afraid to speak publicly, scheduling an informal meet and greet with citizens, and reminding people to come to meetings because their opinion is important.

Sonja Carlborg, 210 West 1st Street, stated she was moved by the eloquence of her fellow speakers and joked the restriction on speaking on the same subject three times in a twelve month period might be good for a marriage but not necessarily a Board meeting. She stated she liked the suggestion of Ms. Matthiae for the Board to hold office hours similar to professors and concluded by noting she opposed the proposed amendment.

David Means, 210 West 1st Street, wished the Board well on its decision as there is much to consider following the comments it has heard during the public hearing.

Gene McGuirk, 252 Chestnut Hill Drive, stated he agreed with Mr. Egger's comments to amend the Board's Meeting Policy and Procedures to match the Section 56-3, not the other way around. He believes allowing a citizen to speak on the same subject only three times per twelve month period is too restrictive and asked the Board to reconsider the amendment.

Robert Rice, 72 Berbusse Lane, stated he has been reading a lot recently about the collapse of western civilization and believes Europe is committing suicide culturally. He noted how the United States stands divided, and the Board should be striving to keep the laws and traditions on which the country was founded. He concluded by noting the perceived diminishment of the freedom of speech concerns him, and the Board made a mistake in the changes it is proposing to Section 56-3.

Amber Poe-Morris, 3574 Howellsville Road, read excerpts from the First Amendment of the Constitution as well as the Gettysburg Address illustrating why government should be by the people and for the people and not perceived to limit the freedom of speech.

Stephen Cullers, 1605 Rocky Hollow Road, used the number of times he spoke before the Board years ago regarding the proposed landfill site selection process as an example of why public input is important and why the Board should allow citizens to speak more than three times in a twelve month period on the same subject.

John Costello, 1 Druid Hill Drive, compared the statements made by Ms. Salins regarding research done on surrounding localities by her and Mr. Whitten. Mr. Costello believed these statements to be contradictory and stated Mr. Whitten should be "thrown out on his ass" for telling the Board he conducted research, which Mr. Costello called a "bold faced lie" said only to influence people and the Board.

Mr. Whitten, at the discretion of the Chairman, explained he told Ms. Salins he had received a copy of the York County Board of Supervisors' Meeting Policy and Procedures via the local government attorney ListServ, which he used as a template to create the more in-depth Warren County Board of Supervisors' Meeting Policy and Procedures as adopted in 2017. He noted he did not tell Ms. Salins he had researched the public comment period time limits of surrounding localities.

Ms. Salins returned to the podium, not at the discretion of the Chairman, to confirm Mr. Whitten had discussed the ListServ with her, not performing research on surrounding localities. She pointed out how York County is not near Warren County, and she simply picked three nearby localities to research. She said the Board and Mr. Whitten should have done better research.

Kristie Atwood, 1255 Pilgrims Way, noted how the members of the audience are all from different backgrounds yet all want transparency. She encouraged the Board to listen to the citizens of the County.

Dee Schools, 467 Freeze Road, stated speaking only three times in a twelve month period on the same subject would be difficult, especially with the budget coming up. She said she should be able to come to every Board meeting and speak on the budget, should she wish to do so. She expressed her doubts on who the Board would assign to the task of keeping track of which citizen spoke on which topic and rhetorically asked if it would be put on a spreadsheet.

Jon Anderson, 552 River Drive, commented there was a big difference between a ListServ check and picking up the phone and actually speaking with localities.

There being no further comments, Mr. Murray closed the public hearing.

Mr. Sayre made a motion to not approve the proposed amendments to Warren County Code Section 56-3, which was seconded by Mr. Fox for discussion.

After listening to the citizens who spoke during the public hearing, Mr. Carter suggested the amendment be changed to remove the time limits for the public presentation comment period with the understanding it would be moved to the end of the meeting. He then stated the problem with moving the comment period to the end of the meeting would be citizens wanting to speak regarding items on the agenda. He then proposed two separate comment periods – one at the beginning of the meeting for individuals wishing to speak regarding items on the agenda and one at the end of the meeting for individuals wishing to speak on general items not relating to the agenda.

Mr. Carter requested Mr. Sayre withdraw his original motion in order for him to make an amended motion to postpone discussion on the proposed amendment to a work session at a later date.

Mr. Sayre took this time to speak about perceived slights against him and Mr. Fox from their fellow Board members regarding the Economic Development Authority. He also accused Jennifer McDonald, previous Executive Director, of planting false evidence at a crime scene implicating Mr. Sayre in the crime, a crime in and of itself for which she was charged and for which the case against her was dismissed.

Mr. Sayre withdrew his original motion at this time.

On a motion by Mr. Fox, seconded by Mr. Sayre, and by the following vote, the Board of Supervisors postponed this item for further discussion at a work session to be held on February 19, 2019:

Carter, Aye; Glavis, Aye; Murray, Aye; Sayre, Aye; Fox, Aye

At this time, Mr. Murray called for another five minute recess. He then called the meeting back to order at 10:03 PM.

Approval of Minutes – Regular Meeting of January 8, 2019

On a motion by Mr. Sayre, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the minutes of its regular meeting of January 8, 2019:

Aye: Carter, Fox, Glavis, Murray, Sayre

Approval of Minutes – Work Session of January 8, 2019

On a motion by Mr. Sayre, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the minutes of its work session of January 8, 2019:

Aye: Carter, Fox, Glavis, Murray, Sayre

Additional Appropriations

On a motion by Mr. Sayre, seconded by Mr. Fox, and by the following vote, the Board of Supervisors approved the additional appropriations and transfers as presented and shown below:

Aye: Carter, Fox, Glavis, Murray, Sayre

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

CHAIRMAN
Daniel J. Murray, Jr.
North River District

VICE-CHAIRMAN
Thomas H. Sayre
Shenandoah District

Tony F. Carter
Happy Creek District

Archie A. Fox
Fork District

Linda P. Glavis
South River District

*****

Douglas P. Stanley
County Administrator

MEMO TO: Chairman and Members of the Warren County Board of Supervisors

FROM: Emily A. Mounce, Deputy Clerk of the Board EM

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Ordinance to Amend Warren County Code Section 56-3

DATE: February 5, 2019

The Board of Supervisors, at its regular meeting of February 5, 2019, reconsidered the motion to postpone discussion on the proposed amendment to Warren County Code Section 56-3. By unanimous vote, the motion to postpone was amended to not approve the proposed amendment to Section 56-3. There will now be no work session discussion on February 19, 2019.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
February 5, 2019	O	Request to Reconsider Motion to Postpone Discussion on Ordinance to Amend and Re-Ordain Warren County Code Section 56-3	

EXPLANATION & SUMMARY:

After further consideration of the comments made during the public hearing by the citizens of Warren County and of the overwhelming opposition to the amendment of Warren County Code Section 56-3, Mr. Carter requests the Motion to Postpone Discussion be reconsidered. Section 3-13 of the Policy and Procedures states any motion "...may be reconsidered once per calendar year on the motion of any member who voted with the prevailing side."

COST & FINANCING: N/A

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors reconsider the motion from January 22, 2019 to postpone discussion on amendments to Warren County Code Section 56-3 to the work session on February 19, 2019.

OR

I move that the Board of Supervisors not reconsider the motion from January 22, 2019 to postpone discussion on amendments to Warren County Code Section 56-3 to the work session on February 19, 2019.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Tony F. Carter, Supervisor *Happy Creek District*		

Excerpt from 02/05/2019 Minutes

Mr. Carter's original motion to approve the amendments to Section 5-5.1 of the Meeting Policy and Procedures as listed in Option A passed by the following vote:

Fox, No; Sayre, No; Murray, Aye; Glavis, Aye; Carter, Aye

Request to Reconsider Motion to Postpone Discussion on Ordinance to Amend and Re-Ordain Section 56-3 of the Warren County Code – Tony Carter

Mr. Carter reported given the amendments just made to Section 5-5.1 of the Meeting Policy and Procedures and after further consideration of the comments made during the public hearing by the citizens of Warren County and of the overwhelming opposition to the amendment of Warren County Code Section 56-3, he requested the Motion to Postpone Discussion be reconsidered, which is allowed by Section 3-13 of the Meeting Policy and Procedures.

Mr. Carter moved the Board of Supervisors reconsider the motion from January 22, 2019 to postpone discussion on amendments to Warren County Code Section 56-3 to the work session on February 19, 2019, which was seconded by Mrs. Glavis for discussion.

Mr. Sayre asked if he could amend Mr. Carter's motion to say the Board moves to leave Section 56-3 as is, and Mr. Whitten stated a motion to reconsider cannot be amended.

Mr. Carter noted once the motion on the floor passes, the original motion to postpone discussion can be reconsidered and subsequently amended.

The motion to reconsider passes by the following vote:

Carter, Aye; Glavis, Aye; Murray, Aye; Sayre, Aye; Fox, Aye

On a motion by Mr. Sayre, seconded by Mr. Carter, and by the following vote, the Board of Supervisors amended the motion from its regular meeting of January 22, 2019 stating the Board, "postponed this item for further discussion at a work session to be held on February 19, 2019" to instead state the Board, "did not approve the proposed amendment to Warren County Code Section 56-3":

Fox, Aye; Sayre, Aye; Murray, Aye; Glavis, Aye; Carter, Aye

Adjournment

Mr. Murray adjourned the meeting at 11:33 AM.

D

COUNTY OF WARREN

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Dr. Edwin C. Daley
Interim County Administrator

MEMORANDUM

BOARD OF SUPERVISORS

*****

CHAIR
Cheryl L. Cullers
South River District

VICE CHAIRMAN
Archie A. Fox
Fork District

Tony F. Carter
Happy Creek District

Walter J. Mabe
Shenandoah District

Delores R. Oates
North River District

*****

Dr. Edwin C. Daley
Interim County Administrator

TO: Chair and Members of the Warren County Board of Supervisors

FROM: Emily M. Ciarrocchi, Deputy Clerk of the Board EC

SUBJECT: Contracts with Various Architectural and Engineering Firms

DATE: January 7, 2021

Chair Cullers and Members of the Board,

A question was raised during the regular meeting on January 5, 2021 about when the County first contracted with the following firms:

- Moseley Architects
- Frazier Associates
- Frederick Andreae Architects
- Land Planning & Design Associates (LPDA)
- Davenport & Company

After researching the contracts in the Administration files, we found the dates for the first time the County contracted with each firm, be it through an annual term contract or through a contract for a specific project. The first contract the County had with Moseley Architects was dated July 16, 2009 for the Public Safety Building project, and the first annual term contract was in December 2011. The first contract the County had with Frazier Associates was the annual term contract dated January 2017. The earliest work I could find with Frederick Andreae Architects was in 2006 for the old work release detention center, and the first annual term contract was in December 2011. The first contract the County had with LPDA was dated July 20, 2005 for the creation of the Parks and Recreation Master Plan, and the first annual term contract was in December 2011. All these contracts were approved by the Board of Supervisors following a Request for Proposals (RFP) or similar Invitation for Bids (IFB).

Finally, the County first contracted with Davenport & Company in July 2012 through an RFP issued by the County of Gloucester. This contract was also approved by the Board of Supervisors.

I-3

COUNTY OF WARREN

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Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

CHAIR
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VICE-CHAIR
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Fork District

Tony F. Carter
Happy Creek District

Daniel J. Murray, Jr.
North River District

Thomas H. Sayre
Shenandoah District

MEMO TO: Brandy L. Rosser, Grants and Special Projects Coordinator

FROM: Emily A. Mounce, Deputy Clerk of the Board EAM

THRU: Douglas P. Stanley, County Administrator DPS

SUBJECT: Annual Term Contracts for Architectural, Interior Design, and Engineering Services

DATE: January 3, 2017

This is to confirm that Warren County Board of Supervisors, at its regular meeting of January 3, 2017, approved the selection of Frazier Associates, Frederick Andreae Architect, Land Planning & Design Associates, and Moseley Architects to provide architectural, interior design, and engineering services under an annual term contract for small projects and authorized the County Administrator to sign the aforementioned contracts as proposed.

CC: Dan Whitten, County Attorney

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
01/03/2017	I-3	Recommendation to Award: Annual Term Contracts for Architectural, Interior Design and Engineering Services	1 of 22

EXPLANATION & SUMMARY:

In October 2016 Warren County issued a Request for Proposal (RFP) seeking proposals from qualified firms to provide architectural, interior design and engineering services under an annual term contract for small projects (less than $100,000). The County's intent was to establish contracts with one or more professional architectural, interior design and engineering firms to whom individual projects can be assigned on an as needed basis. A copy of the RFP has been attached for your review.

The County received a total of seven proposals in response to the RFP. A review committee was established to review each proposal and provide scoring on a variety of criteria. The review committee was comprised of:

- Doug Stanley, County Administrator
- Bob Childress, Deputy County Administrator
- David Beahm Building Official
- Taryn Logan, Planning Director
- Brandy Rosser, Grants and Special Projects Coordinator
- Mike Berry, Solid Waste Manager
- Melody Sheppard, Assistant Superintendent

After individual review of the proposals, the review committee met and recommended to the Board of Supervisors that the County enter into annual term contracts with the following firms:

- Frazier Associates
- Frederick Andreae Architect
- Land Planning and Design Associates
- Moseley Architects

The selected firms have all performed well in the past for both Warren County and a large number of localities across Virginia and received high overall rankings after the review of the written proposals. The selection of the four firms will allow the County the greatest flexibility in choosing the appropriate firm for future projects.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the selection of Frazier Associates, Frederick Andreae Architect, Land Planning & Design Associates, and Moseley Architects to provide architectural, interior design and engineering services under an annual term contract for small projects in accordance with the enclosed specifications. I further move that the County Administrator be authorized to sign the contracts with Frazier Associates, Frederick Andreae Architect, Land Planning & Design Associates, and Moseley Architects as proposed.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	**DISPOSITION OF COMMISSION:**	**PROCESSED BY:**
Brandy Rosser, *BLR* Grants and Special Projects Coordinator	☐ **APPROVED** ☐ **OTHER (Describe)**	

REQUEST FOR PROPOSAL
ARCHITECTURAL, INTERIOR DESIGN AND ENGINEERING SERVICES
ANNUAL TERM CONTRACT
COUNTY OF WARREN, VIRGINIA

Warren County is seeking proposals from qualified firms to provide architectural, interior design and engineering services under an annual term contract for small projects in accordance with the enclosed specifications. The submittal consisting of the original proposal and **eight (8)** additional copies marked, **"A Proposal for A & E Services, Annual Term Contract"**, will be received no later than **2:00 p.m. on Thursday, November 10, 2016 by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE
County of Warren
County Administrator's Office
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630

This Request for Proposals and any addenda are available on the County of Warren website at: www.warrencountyva.net.

Any proposal received after **2:00 p.m. on Thursday, November 10, 2016** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the clock in the County Administrator's Office. Proposals shall be placed in a sealed, marked envelope with RFP title. Offeror(s) are responsible for insuring that their proposal is stamped by Administration Office personnel by the deadline indicated. Proposals may not be submitted by facsimile or email.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Warren reserves the right to accept or reject any or all proposals submitted. The awarding authority for this contract is the Board of Supervisors. Questions concerning this Request for Proposal should be directed to Douglas P. Stanley, County Administrator at dstanley@warrencountyva.net or 540-636-4600.

REQUEST FOR PROPOSAL
ARCHITECTURAL, INTERIOR DESIGN AND ENGINEERING SERVICES
ANNUAL TERM CONTRACT
COUNTY OF WARREN, VIRGINIA

I. PURPOSE AND GENERAL INFORMATION:

A. The purpose and intent of this Request for Proposal (RFP) is to solicit proposals, from qualified firms, for Architectural and Interior services, on an as needed basis for the design and construction administration of specific projects under an annual term contract. The County intends to establish contracts with one or more professional Architectural, Interior Design and Engineering firms to whom individual projects can be assigned on an as needed basis. Reference **Attachment C**, Current Potential Projects.

B. The successful Offeror(s) shall provide comprehensive Architectural Engineering Professional Services required for specific project(s) including specialty multidisciplinary services incidental to the project. The majority of the projects intended to be covered by this contract will be smaller design projects not otherwise addressed by separate Request for Proposals for Professional Services. The services covered by this contract shall include, but are not limited to – Architectural Engineering, Civil Engineering, Landscape Design, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing, Security, Fire Safety, Interior Design, Furnishings & Equipment Design, Construction Contract Administration, Plan of Development. Offeror(s) shall include proposed sub consultant(s) team qualifications, staffing and other details, required under this RFP, in their response to the RFP.

C. The services outlined in this solicitation are specifically relating to the requirements of Warren County, however, architectural/engineering services may be required for Warren County Public Schools. The resulting contract for this RFP and subsequent design tasks as well as contracts required for the construction will be administered by the Warren County Administrator's Office or by the Warren County Public Schools, as applicable.

D. The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as **Attachment D**. County required provisions are provided integral to the aforementioned document.

E. The services that are described herein require similar experience and expertise. The contract term will be limited to one year or when the cumulative total project fees are reached whichever occurs first, reference General Contract Terms & Conditions, Paragraph E.2. The award of this contract shall be made to one or more of the top ranked Offeror(s).

F. The contract term may be renewable for up to four (4) additional one-year terms at the option of the County.

G. Work assignments shall be on an "As needed" basis. Warren County reserves the right at all times to perform work in-house or to award projects on a competitive negotiation basis (request for proposals).
H. Reference **Attachment C** for current potential projects for the contract resulting from this RFP.

II. SCOPE OF SERVICES:

A. GENERAL QUALIFICATIONS:

1. The successful Offeror(s) and its consultants will have demonstrated multi-disciplinary expertise in municipal design, including but not limited to, courts facilities, fire stations, public safety facilities, libraries, governmental office buildings, and metal buildings; with emphasis on renovations, and additions.
2. The successful Offeror(s) and its consultants will have demonstrated ability to finish projects within specified times, within a specified fixed fee, within Owner's budget, with minimal claims and with minimal change orders other than those requested by the Owner.
3. It is desirable that the selected successful Offeror(s) has demonstrated experience in the incorporation of sustainable and energy efficient design (LEED®) principals; including the coordination of the design and construction process with commissioning agents.
4. The successful Offeror(s) and its consultants will have demonstrated experience in project construction administration to include proposal evaluation, negotiations, problem resolution, team building, reporting, logs, CPM scheduling analysis and claim analysis/resolution.

B. INDIVIDUAL PROJECT ASSIGNMENTS:

Projects shall be assigned to the successful Offeror(s) on an as needed basis at the discretion of the County. The County reserves the right, at all times, to perform work in house or to award any project through a separate procurement action.

C. PERFORMANCE SCHEDULE

The performance schedule for each project assigned shall be negotiated with the successful Offeror(s) for the specified project.

D. CHANGES IN PERFORMANCE SCHEDULE

1. The County may by written order and without notice, make changes in, additions to or deletions from the work for a specific project. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The successful Offeror(s) shall not be entitled to

adjustments for changes in work that in the opinion of the County do not result in an increase in the successful Offeror(s)'s cost for performing the work.

2. The successful Offeror(s) shall not make changes in the scope of work for a project or perform additional services without the express written authorization of the County.

E. BASIC SERVICES

1. The successful Offeror(s) shall be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction contract administration until successful completion and acceptance of the project by the Owner.
2. All work necessary for the completion of the project shall be in accordance with the applicable provisions of Warren County General Services Design Standards, Virginia Uniform Statewide Building Code, latest edition, including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.
3. The successful Offeror(s) shall perform any and all professional services including basic Architecture; landscape Architecture; interior design; planning; structural, mechanical, civil, electrical services and any surveying or related services incidental thereto. Successful Offeror(s) represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. Successful Offeror(s) will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project assignment.
4. Services shall include review and revisions of specifications, studies, construction, construction administration, design and engineering services as described in the Request for Proposal.
5. Projects may include, but are not limited to: Renovations of buildings and/or equipment systems; Renovations and additions to existing county structures; Interior design and interior studies; Furnishing and color recommendations; Studies to determine extent of repairs necessary; and new structures, feasibility and programming studies.
6. **Basic Services may include, but not be limited to, the following:**
   a. **Study and Preliminary Design Phase:** The successful Offeror(s) will consult with the County to determine phase requirements; prepare studies and preliminary design documents addressing phase requirements; provide necessary reports, plans and graphics documenting research, opinion of probable project cost, field survey, survey data and recommendations
   b. **Program Phase:** The successful Offeror(s) will establish the Architectural Program with the Owner and identify programmatic requirements. The successful Offeror(s) will provide detailed space requirements, preliminary construction cost budget and project schedule for Owner's approval.

Successful Offeror(s) will conduct meeting(s) with the Owner reviewing the proposed program and presenting the final program.

c. **Schematic Design Phase:** Upon approval by the County, in writing, of the program documents, the successful Offeror(s) will provide schematic design documents based on the approved program, design charrette and field conditions. The successful Offeror(s) shall provide a statement of probable construction cost and an updated project schedule.

d. **Design Development Phase:** Upon approval by the County, in writing, of the schematic design documents, the successful Offeror(s) shall prepare documents consisting of design development drawings and specifications. The successful Offeror(s) shall submit to the County an updated statement of probable construction cost and an updated project schedule.

e. **Landscape Design:** The successful Offeror(s) may be required to provide services for landscape design by a Landscape successful Offeror(s) certified in the State of Virginia. Landscape design may be required as part of a site plan submission.

f. **Construction Document Phase:** Upon approval by the County, in writing, of the Design Development documents, the successful Offeror(s) shall: Prepare working drawings and specifications for the Owner's solicitation of bids; be responsible to ensure that the construction documents are in accordance with all applicable codes and any Plan of Development; prepare any necessary documents for alternate bids, bid items, unit cost and allowances requested by the County; Provide complete bid documents to the Owner for bidding at the conclusion of this phase; submit to the County an updated statement of probable construction cost and an updated project schedule; provide County with Construction Document Phase CAD drawings and specifications for the bid phase.

g. **Bid Phase:** The County will manage the receipt of bids and will prepare and recommend the award of all construction/interiors contracts. The successful Offeror(s) shall assist in the bidding process, including printing and distribution of bid documents, participation in the pre-bid meeting, preparation of any addenda, evaluation of bids and bidder qualifications and contract award recommendation. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by a contractor.

h. **Construction Phase:** The successful Offeror(s) may be required to administer the contract for construction including, but not limited to, bi-weekly site visits, conducting progress meetings, issuing meeting minutes, certifying contractor payments, evaluating and recommending requests for proposals and claims, shop drawing reviews and approvals, responding to requests for information, preparing and issuing change orders, construction change directives, punch list and substantial completion certification(s), and other related work, and as detailed below.

The successful Offeror(s) will issue construction contract instructions on behalf of the County and prepare all change orders as required; successful

Offeror(s) may, as county's representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans, specifications and contract documents. The successful Offeror(s) will verify that the completed project reasonably conforms to the final plans, specifications and contract documents. During site visits and on the basis of its on-site observations, the successful Offeror(s) shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s) and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents; take appropriate action to review and approve shop drawings, samples, the results of tests and inspections and other data which contractor(s) is required to submit for conformance with the design concept of the project and compliance with the information given in the final plans, specifications and contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents. Based on successful Offeror(s') on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise the County as to the amount owing to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications and contract documents and to any qualifications stated in the approval); conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all of his obligations, the successful Offeror(s) shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.

i. **Interior Design:** The successful Offeror(s) shall coordinate the Owner's furniture layout, moving plans and the specifications for furnishings. The Owner prefers to procure furnishings via its annual contracts. The successful Offeror(s) shall assist the County in evaluating bids and proposals, selecting suppliers and on-site observation of delivery and set up. The successful Offeror(s) shall revise the furnishings layout as necessary for an approved layout.

j. **Survey:** The successful Offeror(s) may be requested to provide site survey, topographic survey, site plan, boundary and easement plats and to establish benchmarks.

k. **Record Documents:** The successful Offeror(s) shall provide project record documents to the County, as follows: Record set of "Bid Documents" and the Contractor's "As Built Drawings", including data from the Architect's on-going record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs, Sketches, etc.). The Architect shall review the Contractors "As Built Drawings" for general completeness, however shall not be required to verify them beyond the extent of the Architects on-going record.

l. **Warranty Phase:** The successful Offeror(s) may be requested to provide services during the construction contract one year warranty period whereby the successful Offeror(s) shall advise the Owner, concerning warranties, correction of defective work, or equipment operational problems.

III. COUNTY RESPONSIBILITIES:

The County of Warren will assign a Project Manager who will coordinate the successful Offeror(s)'s tasks. A Construction Coordinator will be assigned to work with the Project Manager and shall observe construction and act as a liaison between the contractor and county agencies. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define County positions, policies and decisions with respect to the project. The County may employ a commissioning agent during appropriate phases and aspects of the design and construction to work with the selected successful Offeror(s).

IV. CONTRACT AWARD SCHEDULE:

It is essential that the project design and construction are performed in a timely manner. The following schedule details the dates for the initial proposal/interview/contract portions of the project:

- Request for Proposal Distributed: October 7, 2016
- Receipt of written proposals for services: November 10, 2016 at 2:00 p.m.
- Evaluation of written proposals: November 2016
- Interview of firms selected (if necessary): December 2016
- Negotiation of contract: December 2016/January 2017
- Award of A/E contract by Board of Supervisors: January 3, 2017

V. GENERAL CONTRACT TERMS AND CONDITIONS:

A. ANNUAL APPROPRIATIONS:

It is understood and agreed that this contract shall be subject to annual appropriations by the County of Warren, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

B. AWARD OF CONTRACT:

1. The County reserves the right to reject any or all proposals and to waive any informality.
2. The successful Offeror(s) shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to Warren County Administrator's Office the contract forms and any other forms or bonds required by this RFP.
3. The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as attached as **Attachment D**. County required provisions are provided integral to the aforementioned document. Any contract resulting from this RFP is not assignable.

C. COLLUSION:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or §59.1-9.1 through 59.1-9.17 or §59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. COMPENSATION:

Fees shall be determined for each project at the time of assignment based on the hourly rates as provided for in the contract that is awarded pursuant to this Request for Proposal. The fee shall be based on a specific scope of work and performance schedule. Each project will be authorized by purchase order. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the services performed and as outlined in **Attachment D**, Paragraph 11.8. No mark-up will be allowed for reimbursable expenses.

E. CONTRACT PERIOD:

1. The contract shall have an initial contract period of one year commencing at date of award. The contract price shall be firm for the contract period.
2. The contract may be renewed for up to four (4) additional one-year terms upon written, mutual agreement between the County and the successful Offeror(s). The total for all projects performed shall not exceed five hundred thousand ($500,000) for

the contract term unless the maximum amount is amended in the Code of Virginia. The project fee shall not exceed one hundred thousand dollars ($100,000) for any single project unless the maximum amount is amended in the Code of Virginia.

F. CONTROLLING LAW; VENUE:

This contract is made, entered into, and shall be performed in the County of Warren, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Warren County General District Court or the Circuit Court of the County of Warren, Virginia. Reference draft contract, **Attachment D**, Paragraph 8.2.4.

G. DEFAULT:

1. If the successful Offeror(s) is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the successful Offeror(s) to be in default. In the event of default, the County will provide the successful Offeror(s) with written notice of default, and the successful Offeror(s) will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the successful Offeror(s) fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the successful Offeror(s) shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

H. EXCEPTIONS TO THE RFP OR CONTRACT:

Any exception to any provisions of this RFP or County draft AIA B-101 contract shall be explicitly identified in a separate "Exceptions to RFP or Contract" section and included with proposal submission. Exceptions will be resolved to the satisfaction of the County before any contract negotiations. In case of any conflict between the RFP, the contract or any other contract document, the RFP shall control unless the contract or contract documents explicitly provide otherwise.

I. DRUG-FREE WORKPLACE TO BE MAINTAINED BY THE CONTRACTOR:
(Code of Virginia §2.2-4312)

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.

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, 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.

J. EMPLOYMENT DISCRIMINATION BY OFFEROR PROHIBITED:

1. During the performance of this contract, the successful Offeror(s) agrees as follows (Code of Virginia §2.2-4311):
   a. The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful Offeror(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
   b. The successful Offeror(s), in all solicitations or advertisements for employees placed by or on behalf of the successful Offeror(s), shall state that such contractor is an equal opportunity employer.
   c. 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.
2. The successful Offeror(s) shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. INDEMNIFICATION:

The successful Offeror(s) agrees to indemnify, defend (at County's Option) and hold harmless the County of Warren including Warren Public County Schools, its officers, county designated volunteers, agents and employees from and against any and all claims, demands, defense costs, damages, suits, actions, liability or consequential damages of any kind or nature arising directly out of or in connection with negligent acts, errors or omissions in the performance of its professional services of the successful Offeror(s),

including its agents, consultants and subcontractors, under the terms of the contract; excepting those which arise out of the negligence of the County.

L. INSURANCE REQUIREMENTS:

The successful Offeror(s) shall maintain insurance to protect itself and the County of Warren from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as contained in the form of Agreement. Reference **Attachment B** and draft contract, **Attachment D**, Paragraphs 2.5.

M. SMALL, WOMEN-OWNED AND MINORITY OWNED (SWAM) BUSINESSES:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County of Warren actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.warrencountyva.net and may be viewed under Request for Proposals under the Government link on the homepage.

N. NO DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

Warren County does not discriminate against faith-based organizations as that term is defined in Virginia Code §2.2.-4343.1.

O. OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS:

The County of Warren, Virginia shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of this project. Construction documents prepared by the successful Offeror(s) for the project shall be deemed property of the Owner who shall be entitled to all common law, statutory and other reserved rights including copyright. Any use of the construction documents by the County on any other project, other than the project under this agreement, without adaptation by the successful Offeror(s), shall be at the sole risk of the County to the extent allowed under Virginia law. The County waives and releases the successful Offeror(s) from liability to the County for any and all claims, which arise out of such use by the county without successful Offeror(s)'s adaptation of said construction documents. The selected successful Offeror(s) shall be expressly prohibited by the terms of the contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract. Reference draft contract, **Attachment D**, Paragraph 7.3.

P. SEVERABILITY:

Each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the County of Warren, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

R. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Act of 1986."

S. AUTHORIZATION TO TRANSACT BUSINESS:

Contractor agrees to be authorized to transact business in Virginia as a domestic or foreign business entity.

T. TERMINATION OF CONTRACT:

Reference draft contract; **Attachment D**, Paragraph 9.1.

VI. PROPOSAL SUBMISSION REQUIREMENTS:

A. The County of Warren will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.

B. The Proposal Signature Sheet, **Attachment A**, must accompany any proposal(s) submitted and shall be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information required may result in the County Administrator's Office

requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

C. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.

E. The time proposals are received shall be determined by the time clock in the County Administrator's Office. Offeror(s) are responsible for insuring that their proposals are stamped by Administration Office personnel by the deadline indicated.

F. By submitting a proposal in response to this Request for Proposal, the Offeror represents that it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint themselves with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (§2.2-4342 of the Code of Virginia).**

I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Administration Office in writing of its intentions.

1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
2. Modified and withdrawn proposals may be resubmitted to the Administrator's Office up to the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred and twenty days (120) days thereafter.

J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offeror(s) requesting clarification or interpretation of or improvements to the proposal general terms, conditions, and scope of services or

drawings shall make a written request which shall reach the Administrator's Office at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Administrator's Office and it shall be signed by the County Administrator or a duly authorized representative. Each Offeror shall be responsible for determining that all addenda issued by the Administrator's Office have been received before submitting a proposal.

K. All proposals received in the Administrator's Office on time shall be accepted. All late proposals received by the Administrator's Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VII. PROPOSAL RESPONSE FORMAT:

Offeror(s) shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror(s) qualifications. The Offeror(s) should include in its proposal as a minimum the following:

A. Table of Contents

B. Introduction
   1. Cover Letter
   2. Proposal Signature Sheet (**Attachment A**)

C. Narrative Summary shall include, as a minimum, the following information as part of their proposals:

   1. Submit a list of completed projects relevant to the scope of services requested under this Request for Proposal. Submit a list of approximately five clients for whom similar projects have been performed, who could attest to the quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Include contact persons, addresses and telephone numbers. Submit resumes of all personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants who would be involved in all County project assignments. Resumes should adequately describe educational background, specific area of expertise and related experience with architectural, interior design and engineering services relative to examples of projects listed in **Attachment C,** Current Potential Projects. Submit a list of present projects with identification of status of each and include anticipated projects which could impact future workload.
   2. Demonstrate the ability to complete projects within specified completion dates.
   3. Submit the Offeror's and consultant(s) current workload with particular reference to personnel and other resources being proposed.
   4. Evidence of past cost performance, project scheduling performance and general overall completion on time of past projects on County or similar projects.

5. Evidence of knowledge of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations.
6. Submit a list of all LEED® projects designed by the Offeror. Include project description including but not limited to: location, completion dates, features, innovation credits achieved, certification level anticipated or obtained, owner & contractor contacts, square footage, construction cost, and consultants on each project.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS:

A. Offeror(s) are to make written proposals which present the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

1. Special experience, technical capabilities, professional competence, and qualifications of the Offeror and its consultants. Include qualifications of proposed personnel to be assigned to this contract. ***(20 points)***

2. Demonstrated knowledge and understanding of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations. ***(10 points)***

3. List of proposed associated licensed successful Offeror(s), engineers, interior designers, landscape architects, LEED® accredited professionals, surveyors or other special consultant firms. ***(5 points)***

4. Current workload and the ability to manage and complete multiple projects within County time constraints. Include proposed organizational and staffing plans. ***(15 points)***

5. Demonstrated experience in construction administration, project partnering, document management and logs, construction CPM scheduling experience and software, site visit reporting and documentation, and timely project closeout. ***(15 points)***

6. Submission of a complete proposal clearly demonstrating understanding of the work to be performed and completeness and reasonableness of the proposing Offeror's plan for accomplishing the tasks. ***(10 points)***

7. Past cost performance, project scheduling performance and general overall completion on time of County projects and other similar projects; to include total

project budget, final project cost, change order cost, original scheduled days for completion and actual days for completion. ***(15 points)***

8. Quality of written/oral proposal. ***(10 points)***

TOTAL: 100 points

C. The County shall engage in individual discussions with two or more Offeror(s) deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offeror(s) will be requested to make an oral presentation to a Selection Committee to explain their proposal and answer questions.

D. At the conclusion of discussion, and on the basis of evaluation factors as stated in the Request for Proposals and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offeror(s) whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the two top ranked Offeror(s). If contract(s) satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, contract(s) shall be awarded to one or more top ranked Offeror(s). Otherwise, negotiations with the said Offeror(s) ranked first shall be formally terminated and negotiations conducted with the next Offeror ranked second, and so on until such a contract(s) can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County reserves the right to contract with more than one Offeror.

REQUEST FOR PROPOSAL
ARCHITECTURAL, INTERIOR DESIGN AND ENGINEERING SERVICES
ANNUAL TERM CONTRACT
COUNTY OF WARREN, VIRGINIA

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the **RFP.** My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print clearly): _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

ATTACHMENT B

INSURANCE SPECIFICATIONS FOR SUCCESSFUL OFFEROR(S)/CONSULTANT
The successful Offeror(s)/Consultant shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful Offeror(s)/Consultant, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Warren named as an additional insured for the Commercial General Liability, Automobile Liability (including owned, non-owned and hired car coverage), Umbrella Liability, and Professional Liability coverage.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

1. Workers' Compensation and Employer's Liability:
   - Coverage A statutory Virginia limits
   - Coverage B $100,000 per occurrence
   - Coverage C $100,000/$100,000 accident and/or disease
   - All States Endorsement

2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability:
   - Bodily Injury $1,000,000 each occurrence
   - $1,000,000 annual aggregate
   - Property Damage $1,000,000 each occurrence

3. Comprehensive General Liability Limits of Liability:
   - Bodily Injury $1,000,000 each occurrence
   - $1,000,000 annual aggregate
   - Property Damage $1,000,000 each occurrence
   - $1,000,000 annual aggregate Including Completed Operations/Products.
   - Contractual Liability for specified Agreement (Note 1). Personal Injury. (XCU) Explosion, Collapse and Underground Coverage. Broad Form Property Damage.

4. Professional Liability:
   - $1,000,000 each occurrence
   - $2,000,000 aggregate

Note 1: Contractual Liability covers the following indemnity agreement: "The successful Offeror(s)/Consultant shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

ATTACHMENT C

CURRENT POTENTIAL PROJECTS
The following are the current projects that may be assigned under this annual term contract:

1. **Warren County Health and Human Services Complex**
   a. Interior Renovation – Shenandoah Area Agency on Aging/Senior Center
   b. Interior Renovation – Warren County Registrar/Office

2. **Rivermont Volunteer Fire Department-Station**
   New Facility

ATTACHMENT D

INSERT AIA DOCUMENT B101 HERE including Exhibit A – Owner's Supplemental Amendments to AIA Document B101-2007.

M-11

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630
Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

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MEMO TO: Douglas P. Stanley, County Administrator

FROM: Janice C. Standridge, Deputy Clerk of the Board

SUBJECT: Architectural, Interior Design and Engineering Services Annual Term Contracts

DATE: December 7, 2011

This is to confirm that the Warren County Board of Supervisors, at its regular meeting of December 6, 2011, approved the selection of Moseley Architects, Frederick Andreae Architect, and Land Planning & Design Associates, Inc. to provide architectural, interior design, and engineering services under annual term contracts for small projects in accordance with the specifications and authorized the County Administrator to sign the contracts with Moseley Architects, Frederick Andreae Architect, and Land Planning & Design Associates, Inc. as proposed.

cc: Carolyn W. Stimmel, Finance Director

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
12/06/2011	M-11	Architectural, Interior Design and Engineering Services Annual Term Contracts	1 of 88

EXPLANATION & SUMMARY:
Warren County recently put out a Request for Proposal (RFP) seeking qualified firms to provide architectural interior design and engineering services under an annual term contract. It is the County's intention t establish contracts with one or more professional architectural, interior design and engineering firms to whon individual projects can be assigned on an as needed basis.

In recent years, the County has engaged several architects to complete the activities listed in the RFP. Mosele Architects completed the County's 20-year Facilities Planning Study and projects such as the Warren Count Community Center and the Public Safety Building. Land Planning and Design Associates assisted staff witl the Parks and Recreation Master Plan and the Eastham, Linden and Rockland park designs. The County ha also engaged the services of other firms including DBF Associates (Courthouse and Government Center) an Frederick Andreae Architects (miscellaneous Courthouse projects and Government Center doors).

The County received a total of nine proposals in response to the RFP (see attached document for a listing of al proposals received). The proposals were reviewed by a Committee consisting of the following individuals:

- Doug Stanley, County Administrator
- Robert Childress, Deputy County Administrator
- Danny McEathron, Sheriff
- David Beahm Building Official
- Taryn Logan, Planning Director
- Dan Lenz, Director, Parks and Recreation Department
- Brandy Rosser, Grants and Special Projects Coordinator

Committee members conducted an individual review of the proposals before a meeting of the full Committee took place. The Committee selected the following four firms to interview:

- Frederick Andreae Architects
- Land Planning and Design Associates, Inc.
- Crabtree, Rohrbaugh & Associates Architects
- Moseley Architects

After interviews, the Committee is recommending that the County enter into individual contracts with Moseley Architects, Frederick Andreae Architects and Land Planning & Design Associates, Inc. The firms have all performed well in the past for the County and received the highest overall ranking after the review of the written proposals and after the firm interviews. The selection of the three firms will allow the County the greatest flexibility in choosing the appropriate firm for future projects.

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve the selection of Moseley Architects, Frederick Andreae Architec and Land Planning & Design Associates, Inc. to provide architectural, interior design and engineering service under an annual term contract for small projects in accordance with the enclosed specifications. I further mov that the County Administrator be authorized to sign the contracts with Moseley Architects, Frederick Andrea Architect and Land Planning & Design Associates, Inc. as proposed.

OR

I move that the Board of Supervisors table the request for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Doug Stanley, County Administrator	☐ APPROVED ☐ OTHER (Describe)	

REQUEST FOR PROPOSAL
ARCHITECTURAL, INTERIOR DESIGN AND ENGINEERING SERVICES
ANNUAL TERM CONTRACT
COUNTY OF WARREN, VIRGINIA

Warren County is seeking proposals from qualified firms to provide architectural, interior design and engineering services under an annual term contract for small projects in accordance with the enclosed specifications. The submittal consisting of the original proposal and eight **(8)** additional copies marked, **"A Proposal for A & E Services, Annual Term Contract"**, will be received no later than **2:00 p.m. on September 8, 2011 by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE
County of Warren
County Administrator's Office
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630
This RFP and any addenda are available on the County of Warren website at www.warrencountyva.net

Any proposal received after **2:00 p.m. on September 8, 2011** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the clock in the Administrator's Office. Proposals shall be placed in a sealed, marked envelope with RFP title. Offeror(s) are responsible for insuring that their proposal is stamped by Administration Office personnel by the deadline indicated. Proposals may not be submitted by facsimile or email.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals The County of Warren reserves the right to accept or reject any or all proposals submitted. The awarding authority for this contract is the Board of Supervisors. Questions concerning this Request for Proposal should be directed to Douglas P Stanley, County Administrator at dstanley@warrencountyva.net or 540 636 4600

I. PURPOSE AND GENERAL INFORMATION:

A. The purpose and intent of this Request for Proposal (RFP) is to solicit proposals, from qualified firms, for Architectural and Interior services, on an as needed basis for the design and construction administration of specific projects under an annual term contract. The County intends to establish contracts with one or more professional Architectural, Interior Design and Engineering firms to whom individual projects can be assigned on an as needed basis. Reference **Attachment C,** Current Potential Projects.

B The successful Offeror(s) shall provide comprehensive Architectural Engineering Professional Services required for specific project(s) including specialty multidisciplinary services incidental to the project. The majority of the projects intended to be covered by this contract will be smaller design projects not otherwise addressed by separate Request for Proposals for Professional Services. The services covered by this contract shall include but are not limited to - Architectural, Civil, Landscape, Structural, Mechanical, Electrical, Plumbing, Food Services, Security, Fire Safety, Interior Design, Furnishings & Equipment design, Construction Contract Administration, Plan of Development. Offeror(s) shall include proposed sub consultant(s) team qualifications, staffing and other details, required under this RFP, in their response to the RFP.

C. The services outlined in this solicitation are specifically relating to the requirements of Warren County, however, architectural/engineering services may be required for Warren County Public Schools. The resulting contract for this RFP and subsequent design tasks as well as contracts required for the construction will be administered by the Warren County Administrator's Office or by the Warren County Public Schools, as applicable.

D. The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as Attachment D. County required provisions are provided integral to the aforementioned document.

E. The services that are described herein require similar experience and expertise. The contract term will be limited to one year or when the cumulative total project fees are reached whichever occurs first, reference General Contract Terms & Conditions, Paragraph E.2. The award of this contract shall be made to one or more of the top ranked Offeror(s).

F. The contract term may be renewable for up to four (I) additional one year terms at the option of the County

G. Work assignments shall be on an "As needed" basis. Warren County reserves the right at all times to perform work in-house or to award projects on a competitive negotiation basis (request for proposals)

H Reference **Attachment C** for current potential projects for the contract resulting from this RFP.

II. SCOPE OF SERVICES:

A. GENERAL QUALIFICATIONS:

1 The successful Offeror(s) and its consultants will have demonstrated multi-disciplinary expertise in municipal design, including but not limited to, courts facilities, fire stations, public safety facilities, libraries, governmental office buildings, and metal buildings; with emphasis on renovations, and additions.

2. The successful Offeror(s) and its consultants will have demonstrated ability to finish projects within specified times, within a specified fixed fee, within Owner's budget, with minimal claims and with minimal change orders other than those requested by the Owner

3. It is desirable that the selected successful Offeror(s) has demonstrated experience in the incorporation of sustainable and energy efficient design (LEED®) principles; including the coordination of the design and construction process with commissioning agents.

1. The successful Offeror(s) and its consultants will have demonstrated experience in project construction administration to include proposal evaluation, negotiations, problem resolution, team building, reporting, logs, CPM scheduling analysis and claim analysis/resolution.

B. INDIVIDUAL PROJECT ASSIGNMENTS:

Projects shall be assigned to the successful Offeror(s) on an as needed basis at the discretion of the County. The County reserves the right, at all times, to perform work in house or to award any project through a separate procurement action.

C. PERFORMANCE SCHEDULE

The performance schedule for each project assigned shall be negotiated with the successful Offeror(s) for the specific project.

D. CHANGES IN PERFORMANCE SCHEDULE

1 The County may by written order and without notice, make changes in, additions to or deletions from the work for a specific project. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The successful Offeror(s) shall not be entitled to adjustments for changes in work that in the opinion of the County, do not result in an increase in the successful Offeror(s)'s cost for performing the work.

2. The successful Offeror(s) shall not make changes in the scope of work for a project or perform additional services without the express written authorization of the County.

E. BASIC SERVICES

1. The successful Offeror(s) shall be responsible for the preparation of complete contract documents for all elements of the scope of work and for construction contract administration until successful completion and acceptance of the project by the Owner.

2. All work necessary for the completion of the project shall be in accordance with the applicable provisions of Warren County General Services Design Standards, Virginia Uniform Statewide Building Code, latest edition, including referenced International Building Code and all subsequent modifications and supplements, and the Americans with Disabilities Act.

3 The successful Offeror(s) shall perform any and all professional services including basic Architecture; landscape Architecture; interior design; planning; structural, mechanical, civil, electrical services and any surveying or related services incidental thereto. Successful Offeror(s) represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional.

Successful Offeror(s) will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project assignment.

4. Services shall include review and revision of specifications, studies, construction, construction administration, design and engineering services as described in this Request for Proposal.

5 Projects may include, but are not limited to: Renovations of buildings and/or equipment systems; Renovations and additions to existing county structures, Interior design and interior studies; Furnishings and color recommendations; Studies to determine extent of repairs necessary; and new structures, feasibility and programming studies.

Basic Services may include, but not be limited to, the following:

1. **Study and Preliminary Design Phase:** The successful Offeror(s) will consult with the County to determine phase requirements, prepare studies and preliminary design documents addressing phase requirements; provide necessary reports, plans and graphics documenting research, opinion of probable project cost, field surveys, survey data and recommendations.

2. **Program Phase:** The successful Offeror(s) will establish the Architectural Program with the Owner and identify programmatic requirements. The successful Offeror(s) will provide detailed space requirements, preliminary construction cost budget and project schedule for Owner's approval. Successful Offeror(s) will conduct meeting(s) with the Owner reviewing the proposed program and presenting the final program.

3. **Schematic Design Phase:** Upon approval by the County, in writing, of the program documents, the successful Offeror(s) will provide schematic design documents based on the approved program, design charrette and field conditions. The successful Offeror(s) shall provide a statement of probable construction cost and an updated project schedule.

4 **Design Development Phase:** Upon approval by the County, in writing, of the schematic design documents, the successful Offeror(s) shall prepare documents consisting of design development drawings and specifications. The successful Offeror(s) shall submit to the County an updated statement of probable construction cost and an updated project schedule.

5. **Landscape Design:** The successful Offeror(s) may be required to provide services for landscape design by a Landscape successful Offeror(s) certified in the State of Virginia. Landscape design may be required as part of a site plan submission.

6. **Construction Document Phase:** Upon approval by the County, in writing, of the Design Development documents, the successful Offeror(s) shall. Prepare working drawings and specifications for the Owner's solicitation of bids; be responsible to ensure that the construction documents are in accordance with all applicable codes and any Plan of Development; prepare any necessary documents for alternate bids, bid items, unit cost and allowances requested by the County; Provide complete bid documents to the Owner for bidding at the conclusion of this phase; submit to the County an updated statement of probable construction cost and an updated project schedule; provide County with Construction Document Phase CAD drawings and specifications for the bid phase

7. **Bid Phase:** The County will manage the receipt of bids and will prepare and recommend the award of all construction/interiors contracts. The successful Offeror(s) shall assist in the bidding process,

including printing and distribution of bid documents, participation in the pre-bid meeting, preparation of any addenda, evaluation of bids and bidder qualifications and contract award recommendation. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by a contractor

8. **Construction Phase:** The successful Offeror(s) may be required to administer the contract for construction including, but not limited to, bi weekly site visits, conducting progress meetings, issuing meeting minutes, certifying contractor payments, evaluating and recommending requests for proposals and claims, shop drawing reviews and approvals, responding to requests for information, preparing and issuing change orders, construction change directives, punch list and substantial completion certification(s), and other related work, and as detailed below.

   The successful Offeror(s) will issue construction contract instructions on behalf of the County and prepare all change orders as required; successful Offeror(s) may, as county's representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans, specifications and contract documents. The successful Offeror(s) will verify that the completed project reasonably conforms to the final plans, specifications and contract documents. During site visits and on the basis of its on site observations, the successful Offeror(s) shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s) and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents, take appropriate action to review and approve shop drawings, samples, the results of tests and inspections and other data which contractor(s) is required to submit for conformance with the design concept of the project and compliance with the information given in the final plans, specifications and contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans, specifications and contract documents. Based on successful Offeror(s') on site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise the County as to the amount owing to contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications and contract documents and to any qualifications stated in the approval); conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all of his obligations, the successful Offeror(s) shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.

9. **Interior Design:** The successful Offeror(s) shall coordinate the Owner's furniture layout, moving plans and the specifications for furnishings. The Owner prefers to procure furnishings via its annual contracts. The successful Offeror(s) shall assist the County in evaluating bids and proposals, selecting suppliers and on site observation of delivery and set up. The successful Offeror(s) shall revise the furnishings layout as necessary for an approved layout.

10. **Survey:** The successful Offeror(s) may be requested to provide site survey, topographic survey, site plan, boundary and easement plats and to establish benchmarks.

11. **Record Documents:** The successful Offeror(s) shall provide project record documents to the County, as follows: Record set of "Bid Documents" and the Contractor's "As Built Drawings", including data from the Architect's on going record (Approved submittals and shop drawings, RFIs, COs, ASIs, CCDs, Sketches, etc.). The Architect shall review the Contractors "As Built Drawings" for general completeness, however shall not be required to verify them beyond the extent of the Architects on going record.

12. **Warranty Phase:** The successful Offeror(s) may be requested to provide services during the construction contract one year warranty period whereby the successful Offeror(s) shall advise the Owner, concerning warranties, correction of defective work, or equipment operational problems.

III. COUNTY RESPONSIBILITIES:

The County of Warren will assign a Project Manager who will coordinate the successful Offeror(s)'s tasks. A Construction Coordinator will be assigned to work with the Project Manager and shall observe construction and act as a liaison between the contractor and county agencies. The Project Manager shall have the authority to transmit instructions, receive information, and interpret and define County positions, policies and decisions with respect to the project. The County may employ a commissioning agent during appropriate phases and aspects of the design and construction to work with the selected successful Offeror(s).

IV. CONTRACT AWARD SCHEDULE:

It is essential that the project design and construction are performed in a timely manner. The following schedule details the dates for the initial proposal/interview/contract portions of the project. Request for Proposal Distributed August 13, 2011
Receipt of written proposals for services September 8, 2011 2:00 P.M.
Evaluation of written proposals September, 2011
Interview of firms selected (if necessary) September/October 2011
Negotiation of contract September/October, 2011
Award of A/E contract by Board of Supervisors October 18, 2011

V. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the County of Warren, Board of Supervisors. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

B. Award of Contract:

1 The County reserves the right to reject any or all proposals and to waive any informality.

2. The successful Offeror(s) shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to Warren County Administrator's Office the contract forms and any other forms or bonds required by this RFP

3 The basis of the contract form will be AIA Document B101, Standard Form of Agreement between Owner and successful Offeror(s), 2007, Electronic Format as attached as Attachment D County required provisions are provided integral to the aforementioned document. Any contract resulting from this RFP is not assignable

C. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9 1 through 59.1-9 17 or Sections 59 1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation:

Fees shall be determined for each project at the time of assignment based on the hourly rates as provided for in the contract that is awarded pursuant to this Request for Proposal. The fee shall be based on a specific scope of work and performance schedule. Each project will be authorized by purchase order. Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the services performed and as outlined in Attachment D, Paragraph 11.8. No mark-up will be allowed for reimbursable expenses.

E. Contract Period:

1. The contract shall have an initial contract period of one year commencing at date of award. The contract price shall be firm for the contract period.

2. The contract may be renewed for up to four (4) additional one-year terms upon written, mutual agreement between the County and the successful Offeror(s). The total for all projects performed shall not exceed five hundred thousand ($500,000) for the contract term. The project fee shall not exceed one hundred thousand dollars ($100,000) for any single project.

F. Controlling Law; Venue:

This contract is made, entered into, and shall be performed in the County of Warren, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Warren County General District Court or the Circuit Court of the County of Warren, Virginia. Reference draft contract, **Attachment D**, Paragraph 8.2.4.

G. Default:

If the successful Offeror(s) is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the successful Offeror(s) to be in default In the event of default, the County will provide the successful Offeror(s) with written notice of default, and the successful Offeror(s) will be provided twenty (20) calendar days to provide a plan to correct said default.

1. If the successful Offeror(s) fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the successful Offeror(s) shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.

H. Exceptions to the RFP or Contract:

Any exception to any provisions of this RFP or County draft AIA B 101 contract shall be explicitly identified in a separate "Exceptions to RFP or Contract" section and included with proposal submission. Exceptions will be resolved to the satisfaction of the County before any contract negotiations. In case of any conflict between the RFP, the contract or any other contract document, the RFP shall control unless the contract or contract documents explicitly provide otherwise.

I. Drug-Free Workplace to be maintained by the Contractor:

(Code of Virginia, Section 2.2-4312)

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.

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, 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.

J. Employment Discrimination By Offeror Prohibited:

1. During the performance of this contract, the successful Offeror(s) agrees as follows (Code of Virginia, Section 2.2-4311):
   (a) The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful Offeror(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.

   (b) The successful Offeror(s), in all solicitations or advertisements for employees placed by or on behalf of the successful Offeror(s), shall state that such contractor is an equal opportunity employer.

   (c) 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.

2. The successful Offeror(s) shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

K. Indemnification:

The successful Offeror(s) agrees to indemnify, defend (at County's Option) and hold harmless the County of Warren including Warren Public County Schools, its officers, county designated volunteers, agents and employees from and against any and all claims, demands, defense costs, damages, suits, actions, liability or consequential damages of any kind or nature arising directly out of or in connection with negligent acts, errors or omissions in the performance of its professional services of the successful Offeror(s), including its agents, consultants and subcontractors, under the terms of the contract; excepting those which arise out of the negligence of the County.

L. Insurance Requirements:

The successful Offeror(s) shall maintain insurance to protect itself and the County of Warren from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications as contained in the form of Agreement. Reference **Attachment B** and draft contract, **Attachment D**, Paragraphs 2.5

M. Small, Women-Owned and Minority Owned (SWAM) Businesses:

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County The County of Warren actively solicits both small business, women owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the County's Internet site at www.warrencountyva.net and may be viewed under Request for Proposals under the Government link on the homepage.

N. No Discrimination against Faith-Based Organizations:

Warren County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. 1313.1.

O. Ownership of Deliverable and related Products:

The County of Warren, Virginia shall have all rights, title, and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of this project. Construction documents prepared by the successful Offeror(s) for the project shall be deemed property of the Owner who shall be entitled to all common law, statutory and other reserved rights including copyright. Any use of the construction documents by the County on any other project, other than the project under this agreement, without adaptation by the successful Offeror(s), shall be at the sole risk of the County without liability to the successful Offeror(s). The County waives and releases the successful Offeror(s) from liability to the County for any and all claims, which arise out of such use by the county without successful Offeror(s)'s adaptation of said construction documents. The selected successful Offeror(s) shall be expressly prohibited by the terms of the contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract. Reference draft contract, **Attachment D**, Paragraph 7.3

P. Severability:

Each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County of Warren, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

R. Employment of Unauthorized Aliens Prohibited:

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2 4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Act of 1986."

S. Termination of Contract:

Reference draft contract, **Attachment D**, Paragraph 9 1.

VI. PROPOSAL SUBMISSION REQUIREMENTS:

A. The County of Warren will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.

B. The Proposal Signature Sheet, **Attachment A**, must accompany any proposal(s) submitted and shall be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information required may result in the County Administrator's Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

C. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

D The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.

E. The time proposals are received shall be determined by the time clock in the County Administrator's Office. Offeror(s) are responsible for insuring that their proposals are stamped by Administration Office personnel by the deadline indicated.

F. By submitting a proposal in response to this Request for Proposal, the Offeror represents that it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local

laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

G The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

H. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342 of the Code of Virginia).**

I. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Administration Office in writing of its intentions.

1 If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
2. Modified and withdrawn proposals may be resubmitted to the Administrator's Office up to the time and date set for the receipt of proposals.
3. No proposal can be withdrawn after the time set for the receipt of proposals and for one hundred and twenty days (120) days thereafter

J. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offeror(s) requesting clarification or interpretation of or improvements to the proposal general terms, conditions, and scope of services or drawings shall make a written request which shall reach the Administrator's Office at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum from the Administrator's Office and it shall be signed by the County Administrator or a duly authorized representative. Each Offeror shall be responsible for determining that all addenda issued by the Administrator's Office have been received before submitting a proposal.

K. All proposals received in the Administrator's Office on time shall be accepted. All late proposals received by the Administrator's Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VII. PROPOSAL RESPONSE FORMAT:

Offeror(s) shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror(s) qualifications. The Offeror(s) should include in its proposal as a minimum the following:

A. Table of Contents

B. Introduction
1. Cover Letter
2. Proposal Signature Sheet (**Attachment A**)

C. Narrative Summary shall include, as a minimum, the following information as part of their proposals:

1 Submit a list of completed projects relevant to the scope of services requested under this Request for Proposal. Submit a list of approximately five clients for whom similar projects have been performed, who could attest to the quality of previous work, timeliness, diligence, and ability to meet budget and schedule. Include contact persons, addresses and telephone numbers. Submit resumes of all personnel expected to be assigned to this project including the name(s) of the partner in charge and any consultants who would be involved in all County project assignments. Resumes should adequately describe educational background, specific area of expertise and related experience with architectural, interior design and engineering services relative to examples of projects listed in **Attachment C,** Current Potential Projects. Submit a list of present projects with identification of status of each and include anticipated projects which could impact future workload.

2. Demonstrate the ability to complete projects within specified completion dates.

3. Submit the Offeror's and consultant(s) current workload with particular reference to personnel and other resources being proposed.

1. Evidence of past cost performance, project scheduling performance and general overall completion on time of past projects on County or similar projects.

5. Evidence of knowledge of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations.

6. Submit a list of all LEED® projects designed by the Offeror. Include project description including but not limited to: location, completion dates, features, innovation credits achieved, certification level anticipated or obtained, owner & contractor contacts, square footage, construction cost, and consultants on each project.

VIII. PROPOSAL EVALUATION/SELECTION PROCESS:

A. Offeror(s) are to make written proposals which present the Offeror's qualifications and understanding of the work to be performed. Offeror(s) are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Criteria Weight

Special experience, technical capabilities, professional competence, and qualifications of the Offeror and its consultants. Include qualifications of proposed personnel to be assigned to this contract. **20 points**

Demonstrated knowledge and understanding of Warren County Plan of Development standards, local conditions and all pertinent codes and regulations. **10 points**

List of proposed associated licensed successful Offeror(s), engineers, interior designers, landscape architects, LEED® accredited professionals, surveyors or other special consultant firms. **5 points**

Current workload and the ability to manage and complete multiple projects within County time constraints. Include proposed organizational and staffing plans **15 points**

Demonstrated experience in construction administration, project partnering, document management and logs, construction CPM scheduling experience and software, site visit reporting and documentation, and timely project closeout. **15 points**

Submission of a complete proposal clearly demonstrating understanding of the work to be performed and completeness and reasonableness of the proposing Offeror's plan for accomplishing the tasks. **10 points**

Past cost performance, project scheduling performance and general overall completion on time of County projects and other similar projects, to include total project budget, final project cost, change order cost, original scheduled days for completion and actual days for completion. **15 points**

Quality of written/oral proposal. **10 points**

TOTAL **100 points**

C. The County shall engage in individual discussions with two or more Offeror(s) deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required service. These Offeror(s) will be requested to make an oral presentation to a Selection Committee to explain their proposal and answer questions.

D At the conclusion of discussion, and on the basis of evaluation factors as stated in the Request for Proposals and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offeror(s) whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the two top ranked Offeror(s). If contract(s) satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, contract(s) shall be awarded to one or more top ranked Offeror(s). Otherwise, negotiations with the said Offeror(s) ranked first shall be formally terminated and negotiations conducted with the next Offeror ranked second, and so on until such a contract(s) can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County reserves the right to contract with more than one Offeror

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the **RFP.** My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1 9.1 through 59 1-9 17 or Sections 59 1-68.6 through 59 1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR._____

ADDRESS _____

SIGNATURE: _____

NAME (print clearly).____

TITLE._____

TELEPHONE:_____

E-MAIL:

FAX:

DATE:

ATTACHMENT B

INSURANCE SPECIFICATIONS FOR SUCCESSFUL OFFEROR(S)/CONSULTANT

The successful Offeror(s)/Consultant shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful Offeror(s)/Consultant, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Warren named as an additional insured for the Commercial General Liability, Automobile Liability (including owned, non owned and hired car coverage), Umbrella Liability, and Professional Liability coverage.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

1. Workers' Compensation and Employer's Liability:
   - Coverage A statutory Virginia limits
     Coverage B $100,000 per occurrence
   - Coverage C $100,000/$100,000 accident and/or disease
     All States Endorsement

2. Automobile Liability, including Owned, Non Owned, and Hired Car Coverage Limits of Liability:
   - Bodily Injury $1,000,000 each occurrence
     $1,000,000 annual aggregate
     Property Damage $1,000,000 each occurrence

3. Comprehensive General Liability Limits of Liability:
   - Bodily Injury $1,000,000 each occurrence
     $1,000,000 annual aggregate
   - Property Damage $1,000,000 each occurrence
     $1,000,000 annual aggregate Including Completed Operations/Products.
   - Contractual Liability for specified Agreement (Note 1) Personal Injury (XCU) Explosion, Collapse and Underground Coverage. Broad Form Property Damage.

4 Professional Liability·
   $1,000,000 each occurrence

- $2,000,000 aggregate

Note 1. Contractual Liability covers the following indemnity agreement: "The successful Offeror(s)/Consultant shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."

ATTACHMENT C

CURRENT POTENTIAL PROJECTS
CURRENT PROJECTS THAT MAY BE ASSIGNED UNDER THIS ANNUAL TERM CONTRACT

15th Street Middle School conversion to Human Services Building
Interior Renovation

ATTACHMENT D

INSERT AIA DOCUMENT B101 HERE including Exhibit A – Owner's Supplemental Amendments to AIA Document B101-2007.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	D-1	Amendment to Professional Services Annual Term Contract with Moseley Architects	1 OF 1

EXPLANATION & SUMMARY:

On January 11, 2017, Warren County entered an annual term contract with Moseley Architects to provide architectural and engineering services. It was the County's intention to assign individual projects to Moseley Architects on an as-needed basis.

The current term commenced on January 11, 2020 and expires on January 10, 2022. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 11, 2021 and to expire on January 10, 2022. This renewal will leave no remaining renewal options.

The hourly rates during the renewal term for the architectural and engineering services will not change from the current rates. The rate sheet is attached hereto for review.

In recent years, the County has engaged Moseley Architects to provide architectural and engineering services for projects such as the Warren County Health and Human Services Complex, renovations to Ressie Jefferies Elementary School, and the replacement Rivermont Fire and Rescue Station.

COST AND FINANCING:

N/A

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 12
TO THE AGREEMENT BETWEEN THE COUNTY OF WARREN, VIRGINIA AND MOSELEY ARCHITECTS FOR PROFESSIONAL SERVICES

THIS AMENDMENT (hereinafter the "Amendment") is dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Moseley Architects P.C. (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 11, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was been in effect for one (1) term of one (1) year from January 11, 2017 through January 10, 2018; and

WHEREAS, the Agreement was extended for three (3) additional one (1) year terms from January 11, 2019 through January 10, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year terms at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective January 11, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 10, 2022 (hereinafter the "Contract Term").
2) Renewal - The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.
3) Rates – The hourly rates for the Contract Term will remain the same as the rates in effect during the term of Amendment 07 of the original contract, namely from January 11, 2019 through January 10, 2020.
4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

Attest: _____

Type Name: _____

Title: _____

County of Warren, Virginia

By: _____

Type Name: _____

Title: _____

Date: _____

(SEAL)

Attest: _____

Type Name: _____

Title: _____

Moseley Architects P.C.

By: _____

Type Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

MOSELEYARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2018

Principals	$213
Architects	
Senior Project Manager	$188
Project Manager	$147
Architect	$141
Architectural Designer	$93
Security and Detention Design	
Security Design Specialist	$177
Engineering Director	$213
Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	$164
Engineer/Designer	$134
Intern Technician	$93
Structural Engineering	
Senior Engineer	$147
Engineer/Designer	$123
Intern Technician	$93
Corrections Planner	$213
Criminal Justice Consultant	$160
Construction Administration	
Construction Administrator	$141
Specification Writer	$141
Sustainability Planning	
Sustainability Planning Director	$164
Energy Analyst	$138
Sustainability Coordinator	$123
Interior Design	
Interior Designer	$93
Administrative	$66

Rates are subject to change on January 1 of each year.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND MOSELEY ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 11 day of January, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Moseley Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy L Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 11, 2017

(SEAL)

Attest: Pamela T Edwards

Type Name: Pamela T. Edwards

Title: Administrative Manager

Moseley Architects:

By:

Type Name: Anthony T. Bellitt

Title: VICE PRESIDENT

Date: January 6, 2017

Approved as to form:

Dan N. Whitten
County Attorney

MOSELEYARCHITECTS

3200 Norfolk Street
Richmond, VA 23230
P: (804) 794-7555

December 19, 2016

RE: Architectural, Interior Design and Engineering Services Annual Term Contract RFP
County of Warren, VA

Ms. Brandy Rosser
Grants and Special Projects Coordinator
County of Warren
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Dear Ms. Rosser:

In accordance with your request with regard to the above referenced RFP, we are pleased to provide our schedule of hourly rates for Moseley Architects and the firms listed below.

- Pennoni will provide civil engineering services as a consultant to Moseley Architects.
- Downey & Scott will provide construction cost estimating and commissioning services.
- Marsh & Legge will provide surveying services.
- ECS Mid-Atlantic will provide geotechnical, special inspection, and materials testing services.
- Foodservices Consultants Studio will provide food service design services.

We appreciate being selected for the Term Contract and the opportunity to be of further service to Warren County.

Sincerely,

Anthony J. Bell III, AIA
Vice President

MOSELEYARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2017

Principals	$205.00
Architects	
Senior Project Manager	181.00
Project Manager	141.00
Architect	136.00
Architectural Designer	89.00
Security and Detention Design	
Security Design Specialist	170.00
Engineering Director	205.00
Mechanical/Electrical/Plumbing/Engineering	
Senior Engineer	158.00
Engineer/Designer	129.00
Intern Technician	89.00
Structural Engineering	
Senior Engineer	141.00
Engineer/Designer	118.00
Intern Technician	89.00
Corrections Planner	$205.00
Criminal Justice Consultant	$154.00
Construction Administration	
Construction Administrator	$136.00
Specification Writer	$136.00
Sustainability Planning	
Sustainability Planning Director	158.00
Energy Analyst	132.00
Sustainability Coordinator	118.00
Interior Design	
Interior Designer	89.00
Administrative	$63.00

Rates are subject to change on January 1 of each year.

Attachment B

Pennoni Associates, Inc.
Hourly Rate Schedule – Winchester
Effective July 1, 2016

These rates remain in effect through July 2017, after which time they may be adjusted to reflect current labor and overhead costs.

Category	Hourly Rate
Regional Vice President, Vice President	$205.00
Principal Engineer, Principal Surveyor, Principal Landscape Architect	$185.00
Senior Engineer III, Senior Landscape Architect	$165.00
Senior Engineer II	$140.00
Senior Surveyor	$125.00
Senior Project Engineer, Senior Project Landscape Architect	$110.00
Project Engineer, Project Surveyor, Project Landscape Architect	$90.00
Staff Engineer, Staff Landscape Architect	$85.00
Associate Engineer	$85.00
Engineering Designer, Graduate Engineer, Senior Survey Technician	$75.00
Survey Technician, Engineering Technician	$65.00
Clerical	$75.00
Field Survey Party:	$150.00
Reimbursable Expenses:	
External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 10%
Consultants Hourly Rate	Cost + 10%
Mileage – charged at the currently allowable IRS rate	
Internal Printing Services:	
Bond – B/W	$0.20 / sq ft
Mylar	$1.50 / sq ft
Color Bond	$1.00 / sq ft
Per Diem:	
Meals – charge per day per person	$35.00
Lodging	Cost + 10%

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

DOWNEY & SCOTT, LLC
Construction Management Consulting Services

6799 Kennedy Road Unit F, Warrenton Virginia 20187
Phone (540) 347-5001, fax (540) 347-5021
www.downeyscott.com

Warren County, Virginia
2017 Term Rates

12/19/2016

Moseley Architects
3200 Norfolk Street
Richmond, Virginia 23230

Attention: Tony Bell, AIA - Vice President
Re: Rates for Professional Services
Via: Email: tbell@moseleyarchitects.com

Dear Tony:

As a follow-up to your request, I am pleased to submit the following fee for the subject project.

A. Scope of Services: 2017 Rates to provide professional Cost Engineering services and/or Value Engineering.

B. Fees: Refer to the following table:

	Principal		Senior Cost Engineer		Arch / Struct Cost Engineer		Mechanical Cost Engineer		Electrical Cost Engineer		Civil Cost Engineer		Technician	
Pre Construction Services: Cost Estimating	$128.00	per hour	$118.00	per hour	$105.00	per hour	$105.00	per hour	$105.00	per hour	$105.00	per hour	$78.00	per hour
	Principal		CVS Facilitator		AVS Cost Engineer		Mechanical Engineer		Electrical Engineer		Civil / Structural Engineer		Technician	
Value Engineering: Participant List	$128.00	per hour	$165.00	per hour	$125.00	per hour	$150.00	per hour	$150.00	per hour	$150.00	per hour	$78.00	per hour

We appreciate the opportunity to work with you once again. Please do not hesitate to call if you need further assistance.

Sincerely,

Don 'D' Daigle, CPE, AVS

Don 'D' Daigle, CPE, AVS
Downey & Scott, LLC
Vice President

File

MARSH & LEGGE LAND SURVEYORS, P.L.C.
560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: office@marshandlegge.com

PROFESSIONAL FEE SCHEDULE

1.	Land Surveyor	$ 95.00 per hour
2.	A. Soil Scientist	$ 95.00 per hour
	B. Two-Man Soil Evaluation Crew	$150.00 per hour
3.	Senior Project Manager, Surveyor (L.S.), Land Planner	$120.00 per hour
4.	AutoCAD Draftsman (Senior Grade)	$ 65.00 per hour
5.	Survey Technician	
	A. Senior Grade	$ 65.00 per hour
	B. Research Specialist	$ 50.00 per hour
	C. Junior Grade	$ 50.00 per hour
6.	GIS Technician	$ 75.00 per hour
7.	Field Coordinator	$ 65.00 per hour
8.	Field Surveyors	
	A. Three-Man Crew	$125.00 per hour
	B. Two-Man Crew	$105.00 per hour
	C. RTK GPS (one-man crew)	$ 95.00 per hour
	D. RTK GPS (two-man crew)	$120.00 per hour
9.	Court Testimony (Trial or Deposition)	$ 95.00 per hour
10.	Printing Costs (Black Line Prints)	$ 3.00 per sheet for 24" x 36" $ 2.50 per sheet for 18" x 24" $ 7.50 per sheet for 24" x 36" (color)
11.	Clerical	$ 40.00 per hour

2016

ECS

Warren County RFP Rate Sheet (December 2016 for Moseley Architects)

GEOTECHNICAL/ENVIRONMENTAL	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Principal	$175.00	
2. Senior Project Engineer/Geologist	$150.00	
3. Project Engineer/Geologist	$125.00	
4. Project Manager	$110.00	
5. CAD Drafter	$90.00	
6. Administrative Support	$50.00	

FIELD SERVICES	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Certified Engineering Technician	$38.00	$57.00
2. Assistant Technician (regular time)	$35.00	$52.50
3. Certified Structural Steel Technician	$85.00	$127.50
4. Certified Fireproofing Technician	$75.00	$112.50
5. Certified Roofing/EIFS/Waterproofing Technician	$75.00	$112.50
6. Certified FF/FL Technician	$75.00	$112.50

LABORATORY and RELATED SERVICES	UNIT RATE PROPOSED	OT RATE (if applicable)
1. Compressive strength testing, curing & disposal of concrete cylinders	$12.00	
2. Compressive strength testing of 3 ½ x 3 ½ x 7 grout prisms	$18.00	
3. Compressive strength testing of 3x6 mortar cylinders	$18.00	
4. Standard Proctor Moisture Density Relationships ASTM D-698	$130.00	
5. Atterberg Limits Tests	$75.00	
6. Washed Sieve Analyses	$75.00	
7. CBR Tests (includes Proctor, Limits and Sieve)	$500.00	
8. Density Tests on Fireproofing Materials	$50.00	
9. Sample Pick-up (concrete cylinders)	$50.00	

Foodservice Consultants Studio

Solutions for the Culinary Arts

HOURLY RATES (effective July 1, 2016) – includes reimbursables for projects local to Central/Northern/Eastern Virginia

Principal in Charge	$175
Project Manager	$125
CAD	$95
Administrative	$60

3420 Pump Road, #158, Henrico, VA 23233 Phone/FAX (804) 550-2090 www.FoodserviceStudio.com

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixth day of December in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, ~~legal status,~~ address and other information)

County of Warren
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630
Telephone Number: 540-636-4600

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

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

Moseley Architects
3200 Norfolk Street
Richmond, Virginia 23230
Telephone Number: 804-794-7555

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

Architectural, Interior Design, and Engineering Services - Annual Term Contract County of Warren, Virginia.

The term for this Agreement shall be for one (1) year from date of execution or when cumulative total project fees are reached. The Owner shall have the option to extend the Contract for four (4) additional one year periods.

The Owner and Architect agree as follows.

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Bodily Liability $1,000,000.00 each occurrence
$1,000,000.00 annual aggregate
Property Damage $1,000,000.00 each occurrence

.3 Workers' Compensation, as required by statute and Employer's liability with a $500,000 limit.

Worker's Compensation and Employer's Liability:
Coverage A statutory Virginia Limits
Coverage B $100,000 per occurrence
Coverage C $100,000/$100,000 accident and/or disease
All State endorsements

.4 Professional Liability

Claims-made basis, $1,000,000.00 per claim, and $1,000,000.00 aggregate.

§ 2.5.1 Architect agrees to indemnify and hold harmless the Owner, its officers, Owner-designated agents, and employees from and against damages incurred by Owner to the extent such damages are caused by or result from the negligence of Architect, its subcontractors, its consultants, and others for whom Architect is legally liable in performance of services by Architect, its subcontractors and consultants under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural, landscape architectural, structural, mechanical, civil, and electrical engineering services. Services not set forth in ~~this~~ Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1 and in optional Exhibit A,~~ 1, Initial Information:

~~*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state*~~ *(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.1 PROJECT INFORMATION

1.1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Projects shall be assigned on as needed basis at the discretion of the County and authorized by purchase order issued by the Owner.

§1.1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Unknown at time of execution.

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§ 1.1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined.

§ 1.1.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined.

§ 1.1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To be determined.

1.1.2 PROJECT TEAM

§ 1.1.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Douglas P. Stanley, County Administrator
County of Warren
220 North Commerce Avenue
Suite 100
Front Royal, Virginia 22630
Telephone Number: 540-636-4600

§ 1.1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Not Applicable

§ 1.1.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Not Applicable

§ 1.1.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Anthony J. Bell III, AIA, Vice President
Moseley Architects P.C.
3200 Norfolk Street
Richmond, Virginia
Telephone: 804-794-7555

§ 1.1.2.5 The Architect will retain the consultants identified in Sections 1.1.2.5.1 and 1.1.2.5.2.
(List discipline and, if known, identify them by name and address.)

§ 1.1.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

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Moseley Architects

.2 Mechanical Engineer

Moseley Architects

.3 Electrical Engineer

Moseley Architects

.4 Civil Engineer

Patton Harris Rust & Associates
119 East Piccadilly Street
Winchester, Virginia 22601

.5 Design for food facilities

Foodservice Consultants Studio, Inc.
9432 Allen Commerce Boulevard
Suite 16
Ashland, Virginia 23005

.6 Acoustics

To be determined

.7 Technology

To be determined

.8 Roofing

To be determined

.9 Survey Services

Marsh & Legge
560 North Loudoun Street
Winchester, Virginia 22601

.10 Geotechnical Engineering

ECS Mid-Atlantic, Ltd.
166 Windy Hill Lane
Winchester, Virginia 22602

.11 Cost Estimating

Downey & Scott, LLC
6799 Kennedy Road
Unit 1
Warrenton, Virginia 20187

§ 1.1.2.5.2 Consultants retained under Additional Services:

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Not Applicable

§ 1.1.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Unknown at time of execution

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 ~~The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~§ 2.5. INSURANCE SPECIFICATIONS
Public Liability Insurance in the amount specified below shall be carried and a Certificate of Insurance shall be delivered to the Owner specifying such limits. Certificate shall show the County of Warren named as additional insured for the Commercial General Liability, Automobile Liability (including owned, non-owned, and hired car coverage),and Umbrella Liability.
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Bodily Injury $1,000,000.00 each occurrence
$1,000,000.00 annual aggregate
Property Damage $1,000,000.00 each occurrence
$1,000,000.00 annual aggregate Including Completed Operations/Products
Contractual Liability for specified Agreement (Note 1). Personal Injury. (XCU) Explosion, Collapse and Underground Coverage. Broad Form Property Damage.

.2 Automobile Liability

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review ~~the program and other~~ information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics,~~ aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. ~~The~~ If requested by the Owner, the Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 ~~BIDDING OR NEGOTIATION PHASE SERVICES~~BIDDING PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals;~~ competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~

~~.2 organizing and participating in selection interviews with prospective contractors; and~~

~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in ~~AIA Document A201™–2007, General Conditions of the Contract for Construction.~~ the Owner's Standard General Conditions for the Construction of the Project with appropriate Supplemental Conditions as prepared by the Owner and Architect working together and consistent with this Agreement.. If the Owner and Contractor modify ~~AIA Document A201–2007,~~ the Owner's Standard General Conditions for the Construction of the Project,, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor.~~ the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of ~~other~~ information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The ~~Architect shall review Shop Drawings~~ Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services,

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~~certifications~~ certifications, statements confirming performance and design criteria and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the ~~exhibit.~~)
exhibit.

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Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	To be determined	
§ 4.1.2	Multiple preliminary designs	To be determined	
§ 4.1.3	Measured drawings	To be determined	
§ 4.1.4	Existing facilities surveys	To be determined	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	To be determined	
§ 4.1.6	Building information modeling	To be determined	
§ 4.1.7	Civil engineering	To be determined	
§ 4.1.8	Landscape design	To be determined	
§ 4.1.9	Architectural Interior Design (B252™–2007)	To be determined	
§ 4.1.10	Value Analysis (B204™–2007)	To be determined	
§ 4.1.11	Detailed cost estimating	To be determined	
§ 4.1.12	On-site project representation	To be determined	
§ 4.1.13	Conformed construction documents	To be determined	
§ 4.1.14	~~As-Designed Record~~ As-designed record drawings	To be determined	
§ 4.1.15	~~As-Constructed Record~~ As-constructed record drawings	To be determined	
§ 4.1.16	Post occupancy evaluation	To be determined	
§ 4.1.17	Facility Support Services (B210™–2007)	To be determined	
§ 4.1.18	Tenant-related services	To be determined	
§ 4.1.19	Coordination of Owner's consultants	To be determined	
§ 4.1.20	Telecommunications/data design	To be determined	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	To be determined	
§ 4.1.22	Commissioning (B211™–2007)	To be determined	
§ 4.1.23	Extensive environmentally responsible design	To be determined	
§ 4.1.24	LEED® Certification (B214™–2007)	To be determined	
§ 4.1.25	Fast-track design services	To be determined	
§ 4.1.26	Historic Preservation (B205™–2007)	To be determined	
§ 4.1.27	~~Furniture, Furnishings, and Equipment~~ Furniture Design (B253™–2007)	To be determined	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public ~~presentation, meeting or~~ hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, the Architect may suspend performance of the Additional Services, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 To be determined ( ) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~( )~~ To be determined months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including ~~a written program which shall set forth~~ the Owner's objectives, schedule, constraints and criteria, ~~including space requirements and relationships, flexibility, expandability,~~ special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys or request Architect to provide surveying services to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services or request Architect to provide services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, ~~through no fault of the Architect,~~ the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 Inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing building which are uncovered during the progress of the construction, and which could not have been reasonably anticipated.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The ~~Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing~~

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~~such transmissions.~~Owner shall have all rights, title and interest in or to all developmental or interim plans, project reports and/or presentations, data, and documentation developed or generated during the completion of this Project.

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~Construction Documents prepared by the Architect for the Project shall be deemed property of the Owner who shall be entitled to all common law, statutory, and other reserved rights including copyright. The Architect shall have the right to use such documents on its other projects, without limitation. Any use of the Construction Documents by Owner on any project, other than the Project under this Agreement, without adaptation by Architect, shall be at the sole risk of the Owner without liability to Architect. Owner waives and releases Architect from liability to Owner for any and all claims, which arise out of such use by Owner without Architect's adaptation of said Construction Documents.

§ 7.3 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~The Architect is prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of this Agreement.

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~Submissions or distribution of Instruments of Service complying with **§ 6.2** to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of

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the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~[X] Litigation in the Warren County General District Court or the Circuit Court of the County of Warren, Virginia.

[ ]

~~[ ] Other (Specify)~~

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~~§ 8.3 ARBITRATION~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~ due. .

§ 9.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.3.1 No portion of the Architect's services shall be subcontracted without prior written consent of the County of Warren, Virginia. In the event that the Architect desires to subcontract some part of the services specified in the contract, the Architect shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Architect shall, however, remain responsible for the services to be done by subcontractor and shall provide for compliance with all the requirements of the contract in each subcontract.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be determined for each project at the time of assignment based on hourly rates as provided in This Agreement.

The cumulative total for all projects performed shall not exceed Five Hundred Thousand and 00/100 Dollars ($500,000.00) per contract term. The project fee shall not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) for any single project, except as mutually agreed in writing by Owner and Architect.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed as Additional Services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (~~%),~~ 20%), or as otherwise stated below:

§ 11.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the~~ The compensation for each phase of services shall be as follows:

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Bidding or Negotiation Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

Schematic Design Phase	To be determined
Design Development Phase	To be determined
Construction Documents Phase	To be determined
Bidding or Negotiation Phase	To be determined
Construction Phase	To be determined

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Total Basic Compensation	To be determined

§ 11.6 ~~When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.~~ The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Architect's and Consultant's hourly rates for the year 2011 are attached as Exhibit B to this Agreement.

~~Employee or Category~~	~~Rate~~

Rates are subject to change on January 1 of each year.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~ subsistence, other than that for travel to and from the Architect's office in Richmond, Virginia to Front Royal and/or Warren County, Virginia;

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form ~~documents;~~documents for Owner's use, for review by authorities having jurisdiction, and for bidding.;

.5 Postage, handling and delivery;

.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner;~~Owner (unless specifically included in Basic Services);

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

.10 Site office expenses; and

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (~~%~~) 10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 ~~An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

Init.
/

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~—Twelve percent (12%) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Neither the Architect nor the Architect's consultants have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a consequence of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, age, disability, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over $10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its 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 its 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 its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 As required by Virginia Code 2.2-4311.1 , the Architect does not, and shall not during the performance of this Agreement, in the Commonwealth of Virginia knowingly employ am unauthorized alien as defined in the Federal

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Immigration Reform Act of 1986 and shall include the provisions of the foregoing clause in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

~~.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

Exhibit A - Owner's Supplemental Amendments To The AIA Document B101-Standard Form of Agreement Between Owner and Architect.

Exhibit B - Architect's and Consultant's Hourly Rates

~~.3~~ .2 Other documents:
(List other documents, if any, ~~including Exhibit A, Initial Information, and additional scopes of service, if any,~~ forming part of the Agreement.)

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
Douglas P. Stanley, County Administrator	Anthony J. Bell III, AIA, Vice President
County of Warren	Moseley Architects P.C.
(Printed name and title)	*(Printed name and title)*

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WARREN COUNTY'S SUPPLEMENTAL AMENDMENTS TO AIA DOCUMENT B101 – 2007, Standard Form of Agreement between Owner and Architect

THIS Supplemental Amendment by and between the County of Warren, Virginia (hereinafter called "County" or "Owner") and Moseley Architects (hereinafter called "Moseley" or "the Architect")modifies the AIA Document B101 – 2007, Standard Form of Agreement Between Owner and Architect between the parties hereto dated the 6th day of December in the following manner:

Where any portion of an Article of the AIA Document B101-2007 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 B101-2007, and are for convenience only and have no other significance. The following amendments to AIA Document B101-2007 are hereby incorporated into the Conditions of the Standard Form of Agreement between Owner and Architect between the Contractor and Warren County:

§ 3.4.3 - Add after the second sentence:

The form of agreement between the Owner and the Contractor shall be the County's standard Construction Contractor Agreement and General Conditions, with appropriate supplemental conditions as prepared by the County and Moseley working together and consistent with this Agreement.

Add the following Section as new § 8.1.3:

§ 8.1.3 - Should the Architect suffer injury or damage to person or property because of any act or omission of the County or of any of its employees, agents or others for whose acts either is legally liable, claim shall be made in writing to the County within seven (7) days after the first observance of such injury or damage; otherwise, the Architect shall have waived any and all rights he may have against the County, or its employees, representatives and agents.

§ 8.1.3.1 - A claim by the Architect shall be made in writing and submitted to the County Administrator, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Architect.

§ 8.1.3.2 - This decision shall be final and binding unless within thirty (30) days from the date of such decision, an appeal is made to the County Board of Supervisors pursuant to Section 15.2-1246 et seq. of the Code of Virginia (1950), as amended.

§ 8.2.1 – Delete first sentence and replace with the following:

The parties hereto shall attempt amicably to resolve any disputes between them arising out of or related to this Agreement. In the event such disputes cannot be amicably resolved between the parties, any claim, dispute or other matter in question arising out of or related to this Agreement may be referred to mediation by mutual consent of the parties, which shall be conducted pursuant to this and the following sections.

Replace § 10.1 with the following:

§ 10.1 - This Agreement shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Agreement shall be filed in the courts of Warren County, Virginia.

Add the following:

§ 10.9 - Notice: Any notice which is required to be given, or which may be given under this Agreement, shall be sent to the mailing addresses mentioned on the first page of this Agreement.

§ 10.10 - Indemnification: Architect agrees to indemnify and hold harmless the County for any and all actions, claims or disputes for damages incurred to the extent they are the result of the Architect's negligence, any negligence of the Architect's subcontractors and/or any joint negligence of the Architect and its subcontractors in performance of this Agreement.

§ 10.11 - Standard of Care: Architect shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed these Supplemental Amendments as the day and year first above written.

OWNER	**ARCHITECT**
_____	_____
(Signature)	*(Signature)*
Douglas P. Stanley, County Administrator	Anthony J. Bell III, AIA, Vice President
(Printed name and title)	*(Printed name and title)*

EXHIBIT B

MOSELEY ARCHITECTS

ARCHITECTURE • ENGINEERING • PLANNING • INTERIOR DESIGN • CONSTRUCTION SERVICES
3200 NORFOLK STREET • RICHMOND, VIRGINIA 23230 • (804) 794-7555

SCHEDULE OF HOURLY BILLING RATES
CALENDAR YEAR 2011
Rates are subject to change on January 1 of each year.

Principals	$215.00
Architects	
Senior Security Specialist	$184.00
Senior Project Manager	152.00
Project Manager	119.00
Security Specialist	119.00
Architect	100.00
Security Technician	100.00
Intern Technician	75.00
Engineering Director	$185.00
Electrical Engineering	
Senior Electrical Engineer	$154.00
Engineer/Designer	133.00
Engineering Intern	87.00
Mechanical Engineering	
Senior Mechanical Engineer	$154.00
Engineer/Designer	133.00
Engineering Intern	87.00
Structural Engineering	
Senior Structural Engineer	$139.00
Engineer/Designer	110.00
Engineering Intern	61.00
Plumbing Engineering	
Senior Plumbing Engineer	$154.00
Engineer/Designer	133.00
Engineering Intern	87.00
Corrections Planner	$176.00
Director of Construction Administration	$185.00
Construction Administrator	$124.00
Specification Writer	$127.00
Cost Estimator	$152.00
Sustainability Planning Director	$142.00
Senior Sustainability Coordinator	100.00
Sustainability Coordinator	79.00
Interior Designer	$87.00
Administrative	$67.00

Attachment B

Patton Harris Rust Associates
Hourly Rate Schedule

Effective May 1, 2008

These rates remain in effect through April 2009, after which time they may be adjusted to reflect current labor and overhead costs

Class Code	Category	Hourly Rate
01	Principals	$ 180.00
02	Senior Project Managers/Department Directors	$ 155.00
03	Senior Project Engineer - Consultation	$ 235.00
05	Sr. Project Managers, Senior Engineers (PE) / Surveyor (LS) / Planners (AICP) / Landscape Architects (CLA)	$ 135.00
06	Project Managers, Sr. Engineers (PE) / Surveyor (LS) / Planners (AICP) / Landscape Architects (CLA)	$ 115.00
15	Engineers (PE) / Surveyor (LS) / Planners (AICP) / Landscape Architects (CLA)	$ 100.00
20	Engineers / Designers / Planners / Landscape Architects / Senior Technicians II	$ 90.00
25	Engineers / Designers / Planners / Landscape Architects / Senior Technicians I	$ 80.00
10	Senior Inspectors	$ 75.00
30	Designers / Planners / Landscape Architects / Technicians II	$ 70.00
31	Designers / Planners / Landscape Architects / Technicians I	$ 60.00
35	Inspectors	$ 58.00
75	Clerical	$ 60.00
50 - 55	Field Survey Parties	$ 135.00
	Reimbursable Expenses:	
	External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 15%
	Consultants	Cost + 10%
	Mileage - charged at the currently allowable IRS rate	
	Internal Printing Services:	
	Paper	$0.25 / sq ft
	Mylar Sepia	$1.50 / sq ft
	Paper Sepia	$1.00 / sq ft
	Color Copies	$3.85 / sq ft
	Xerox Copies	$0.15 / each
	Per Diem:	
	Meals - charge per day per person	$30.00
	Lodging	Cost + 10%

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

Hourly Rates

DOWNEY & SCOTT, LLC
Construction Management Services

Proposed Hourly Rates Warren County Term Contract

2011 thru 2012 Hourly Rates:

Classification	Hourly Rate
Principal	$122.58
Senior Cost Engineer/Estimator	$116.09
Cost Engineer/Estimator	$98.22
Technician	$55.05
Intern	N/A

Food Service Consultants Studio

Solutions for the Culinary Arts

HOURLY RATES (effective January 1, 2009)

Principal in Charge	$165
Project Manager	$125
CAD	$95
Administrative	$60

Average $111

9432 Atlee Commerce Blvd. Suite L, Ashland VA 23008 (804) 550-2090 (804) 550-2095 FAX www.foodserviceconsultantsstudio.com

MARSH & LEGGE LAND SURVEYORS, P.L.C.
560 North Loudoun Street, Winchester, VA 22601 ■ 540-667-0468 ■ Fax: 540-667-0469 ■ E-mail: office@marshandlegge.com

PROFESSIONAL FEE SCHEDULE

1.	Land Surveyor	$ 95.00 per hour
2.	A. Soil Scientist	$ 95.00 per hour
	B. Two-Man Soil Evaluation Crew	$150.00 per hour
3.	Senior Project Manager, Surveyor (L.S.), Land Planner	$120.00 per hour
4.	AutoCAD Draftsman (Senior Grade)	$ 65.00 per hour
5.	Survey Technician	
	A. Senior Grade	$ 65.00 per hour
	B. Research Specialist	$ 50.00 per hour
	C. Junior Grade	$ 50.00 per hour
6.	GIS Technician	$ 75.00 per hour
7.	Field Coordinator	$ 65.00 per hour
8.	Field Surveyors	
	A. Three-Man Crew	$125.00 per hour
	B. Two-Man Crew	$105.00 per hour
	C. RTK GPS (one-man crew)	$ 95.00 per hour
	D. RTK GPS (two-man crew)	$120.00 per hour
9.	Printing Costs (Black Line Prints)	$ 3.00 per sheet for 24" x 36" $ 2.50 per sheet for 18" x 24" $ 7.50 per sheet for 24" x 36" (color)
10.	Clerical	$ 40.00 per hour
11.	Travel	$ 0.55 per mile

2011

UNIT RATES
Annual Term Contract for Warren County to provide Geotechnical, Environmental and Construction Materials Testing Services

PERSONNEL

DESCRIPTION	UNIT RATE
Principal Engineer, P.E.	$130.00/hour
Senior Project Engineer, P.E.	$120.00/hour
Senior Geologist, C.P.G.	$120.00/hour
Senior Project Manager	$110.00/hour
Senior Environmental Scientist	$ 95.00/hour
Environmental Specialist	$ 85.00/hour
Environmental Technician	$ 45.00/hour
Construction Services Manager	$ 85.00/hour
Senior Engineering Technician	$ 37.00/hour
Engineering Technician	$ 35.00/hour
Structural Steel Inspector (AWI, AWS Certified)	$ 70.00/hour
Third Party Inspector	$ 55.00/hour
Fireproofing Inspector	$ 60.00/hour
Travel Charges	$ 0.00/mi/trip

LABORATORY and RELATED SERVICES

DESCRIPTION	UNIT RATE
Concrete Compression Test (ASTM C39)	$10.00/each
Compression Test, 2" Grout or Mortar Cubes	$12.00/each
Grout Prism Test	$12.00/each
Nuclear Gauge Rental	No Charge
Standard Proctor (ASTM D698)	$100.00/ each
Atterberg Limits Testing (ASTM D4318)	$65.00/each
Moisture Content	$25.00/each
Full Gradation, soils (ASTM D1140)	$85.00/each
Full Gradation, aggregates (ASTM D422)	$85.00/each
California Bearing Ratio (CBR)	$350.00/ each
Drill Rig Mobilization	$600.00/each
Hollow Stem Auger w/ SPT	$ 12.00/ft.
Drilling Equipment & Operator	$135.00hour
Electrical Resistivity Equipment & Crew	$1500.00/day
Mold Air-Spore Trap	$ 37.00/each
Mold Surface-Non Viable	$ 35.00/each
Bacterial Analysis	$ 45.00/each
VOC TO-15	$ 295.00/each
Typical IAQ Equipment	$ 75.00/day
Thermal Imaging Equipment	$ 200.00/day

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	D-2	Amendment to Professional Services Annual Term Contract with Frazier Associates	1 OF 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, on January 9, 2017, Warren County entered an annual term contract with Frazier Associates to provide architectural services. It was the County's intention to assign individual projects to Frazier Associates on an as-needed basis.

The contract term commenced on January 9, 2017 and expired on January 8, 2018 and has been extended for three (3) one (1) year terms. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 9, 2021 and to expire on January 8, 2022. The contract will not have any additional one (1) year renewals.

The hourly rates during the renewal term for the architectural services provided by Frazier Associates have increased slightly and are attached hereto as Exhibit "A". Also attached is the original contract agreement between the County of Warren and Frazier Associates as well as the 2019 and 2020 rate sheet.

COST AND FINANCING:

N/A

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 04
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FRAZIER ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AMENDMENT (hereinafter the "Amendment") is dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Frazier Associates (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 9, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term for one (1) year from January 9, 2017 through January 8, 2018; and

WHEREAS, the Agreement has been extended for three (3) one (1) year terms from January 9, 2018 through January 8, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year term at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

WHEREAS, the Agreement may not be extended for any additional; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective January 9, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 8, 2022 (hereinafter the "Contract Term").
2) Renewal - The Contract Term is not renewable for any additional (1) year terms at the expiration of this Amendment.
3) Rates – The hourly rates for the Contract Term are attached hereto as Exhibit "A".
4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

Attest: _____

Type Name: _____

Title: _____

County of Warren, Virginia

By: _____

Type Name: _____

Title: _____

Date: _____

(SEAL)

Attest: _____

Type Name: _____

Title: _____

Frazier Associates

By: _____

Type Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

Exhibit A

Frazier Associates

STANDARD BILLING RATES

1. Frazier Associates direct personnel expenses shall be billed at the following rates:

   $175.00/hour – Principal Architect
   $95.00/hour – Principal Architectural Historian
   $140.00/hour – Senior Architect
   $125.00/hour – Architect
   $125.00/hour – Senior Graphic Designer
   $115.00/hour - Architectural Designer/Illustrator
   $115.00/hour – Interior Designer
   $90.00/hour – Researcher/Writer/Proofer
   $55.00/hour - Clerical Support

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:

   a. Cost of printing or duplication of drawings, specifications, reports, studies, forms, and cost estimates.

   b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in conjunction with the contract.

   c. Travel at $0.55/mile, plus tolls and parking if by personal auto or cost of travel by other means such as airlines, train, bus, or rented car.

   d. Cost of photography, special process printing, special renderings, specially printed reports or publications, maps, models, and delivery charges.

   e. Postage and delivery charges.

   f. Professional consultants retained with client approval.

Rates effective January 2021

2019-2020 Rates

Frazier Associates

STANDARD BILLING RATES

1. Frazier Associates direct personnel expenses shall be billed at the following rates:

   $165.00/hour - Principal
   $130.00/hour - Senior Architect
   $120.00/hour - Architect
   $120.00/hour – Planner/Architectural Historian
   $125.00/hour – Senior Graphic Designer
   $100.00/hour - Architectural Designer
   $100.00/hour - Interior Designer
   $85.00/hour – Drafting I
   $85.00/hour – Graphic Designer
   $75.00/hour - Drafting II
   $100.00/hour – Research Historian
   $55.00/hour - Clerical Support
   $35.00/hour – Intern/Clerical Support II

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:

   a. Cost of printing or duplication of drawings, specifications, reports, studies, forms, and cost estimates.

   b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in conjunction with the contract.

   c. Travel at $0.55/mile, plus tolls and parking if by personal auto or cost of travel by other means such as airlines, train, bus, or rented car.

   d. Cost of photography, special process printing, special renderings, specially printed reports or publications, maps, models, and delivery charges.

   e. Postage and delivery charges.

   f. Professional consultants retained with client approval.

Rates effective January 2019

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FRAZIER ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 9 day of JANUARY, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frazier Associates** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. **Disputes.**

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 9, 2017

(SEAL)

Attest: Paige Bahr

Type Name: **Paige Bahr**

Title: **Office Manager**

Frazier Associates:

By:

Type Name: **Kathleen O. Frazier**

Title: **Principal**

Date: **1-6-17**

Approved as to form:

Dan N. Whitten
County Attorney

FRAZIER
ASSOCIATES

STANDARD BILLING RATES

1. Frazier Associates direct personnel expenses shall be billed at the following rates:

   $155.00/hour - Principal

   $125.00/hour - Senior Architect

   $115.00/hour - Architect

   $115.00/hour – Planner

   $115.00/hour – Architectural Historian

   $115.00/hour – Senior Graphic Designer

   $100.00/hour – Interior Designer

   $100.00/hour - Architectural Designer

   $85.00/hour – Drafting I

   $85.00/hour – Graphic Designer

   $75.00/hour - Drafting II

   $55.00/hour - Clerical Support

   $35.00/hour - Intern

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:

   a. Cost of printing or duplication of drawings, specifications, typewritten reports, forms, and cost estimates.

   b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in con junction with the contract.

   c. Travel at $0.55/mile, plus tolls and parking if by personal auto or cost of travel by other means such as airlines, train, bus, or rented car.

   d. Cost of photography, special process printing, special renderings, specially printed reports or publications, maps, models, and delivery charges.

   e. Postage and delivery charges.

   f. Professional consultants retained with client approval.

Rates effective January 2016

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	D-3	Amendment to Architectural Services Annual Term Contract with Frederick Andreae Architects	1 OF 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, Warren County entered an annual term contract with Frederick Andreae Architects on January 10, 2017 to provide architectural services. It was the County's intention to assign individual projects to Frederick Andreae Architects on an as-needed basis.

The current renewal term commenced on January 10, 2020 and expires on January 9, 2021. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 10, 2021 and to expire on January 9, 2022. The contract will not have any additional one (1) year renewals after the expiration of the amendment.

The hourly rates during the renewal term for the architectural services will remain the same as the previous term. For reference the 2020 rates are attached herein.

In recent years, the County has engaged Frederick Andreae Architects to provide architectural services for projects at the Warren County Courthouse, Rockland Park and the Warren County Government Center.

COST AND FINANCING:

N/A

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 04
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Frederick Andreae Architects (hereinafter the "Architect")

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 10, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from January 10, 2017 through January 9, 2018; and

WHEREAS, the Agreement was extended for three (3) term of one (1) year from January 10, 2018 through January 9, 2019; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year terms at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **January 10, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 9, 2022** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term is renewable for one (1) additional one (1) year terms at the option of the Owner.

(3) Rates – The hourly rates for the Contract Term will remain the same as the previous term.

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

Frederick Andreae Architects

25 S. Royal Avenue
Front Royal, Virginia 22630
Tel (540) 635-5135
fandreae@embarqmail.com

2019 Rate Schedule

Principal	$105.00/hour
Associate	$ 70.00/hour

Printing Costs

24" x 35" sheet	$ 4.00/print
18" x 24" sheet	$ 2.25/print
Copies	$ .20/copy

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 10 day of JANUARY, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frederick Andreae Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 – ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. Insurance.

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: January 10, 2017

(SEAL)

Attest:

Type Name: Amber Maricle

Title: Admin. Asst.

Frederick Andreae Architects:

By: Frederick Andreae

Type Name: Frederick Andreae

Title: Owner

Date: Jan. 9, 2017

Approved as to form:

Dan N. Whitten
County Attorney

Frederick Andreae Architects

25 S. Royal Avenue
Front Royal, Virginia 22630
Tel (540) 635-5135
fandreae@embarqmail.com

Rate Schedule

Principal	$100.00/hour
Associate	$ 65.00/hour

Printing Costs

24" x 35" sheet	$ 4.00/print
18" x 24" sheet	$ 2.25/print
Copies	$ .20/copy

Rate Schedule:

1. Engineer	$95.00 - $125.00/hr.
2. Engineer Tech	$55.00 - $65.00/hr.
3. CAD Operator	$40.00 - $50.00/hr.
4. Clerical	$38.00/hr.

Reimbursable expenses will be billed at the following rates.

1. Prints	$4.00/print
2. Copies	$0.30/copy
3. Express mail	$45.00/mailing

Wes

Wesley F. Siever, P.E.
Vice President

MEI Engineering, Inc.
1780 South Main St.
Harrisonburg, VA 22801
www.MElengineeringinc.com

RACEY ENGINEERING PLLC

"Civil, Structural, Mechanical & Plumbing Engineering and Surveying"

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Luray, Virginia 22835
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Fax (540) 743-6118
contact@raceyengineering.com
www.raceyengineering.com
Virginia Reg. 0413000251 West Virginia Reg. C05328
SWaM #666281 Micro Business - HUBZone #28486

Professional Hourly Rate and Fee Schedule

CLASSIFICATION	RATE	UNIT
Land Surveyor	$ 100.00	Hour
Professional Engineer, Principal	$ 110.00	Hour
Senior Civil Engineer	$ 100.00	Hour
Project Engineer	$ 85.00	Hour
Engineering Designer	$ 65.00	Hour
Survey Technician	$ 55.00	Hour
Project Inspector	$ 70.00	Hour
Field Surveyors		
Three-man Crew	$ 115.00	Hour
Two-man Crew	$ 100.00	Hour
RTK-GPS (one-man crew)	$ 95.00	Hour
RTK-GPS (two-man crew)	$ 120.00	Hour
Clerical (Secretary)	$ 28.00	Hour
PRINTING COSTS		
24" x 36" Sheet	$ 4.50	Sheet
18" x 24" Sheet	$ 2.50	Sheet
24" x 36" Color Sheet	$ 9.50	Sheet

Patrick B. Racey, PE, Senior Manager and Principal
Tyler S. Austin, PE, Operations Manager
Gary L. Shirley, PE, Associate & Engineering Manager
Joshua P. Turner, PE, Engineering Development Manager
Kevin S. Blankenship, LS Resident Surveyor
James C. Whiteside, III, Field Services Coordinator
Celebrating our 21st Year of Service

Ruckman Engineering
Fee Schedule
(Fiscal Yr. 2017)

Personnel	**Unit Rate/Hour**
Senior Engineer	$ 125
Project Engineer	100
Staff Engineer	85
CADD Technician	75
BOCA Code Inspector	90
Sr. Engineering Technician	75
Engineering Technician	55
Clerical	35

Laboratory Services	**Unit Rate/Test**
Natural Moisture Content	$ 10
Atterberg Limits (LL & PL)	130
Shrinkage Limit (SL)	200
Swell Index	250
Specific Gravity	120
Percent Passing No. 200 Sieve (washed)	150
Sieve Analysis w/ No. 200 Sieve (washed)	200
Complete Particle Size Analysis with Hydrometer	350
Natural Density and Moisture Content (Tube)	110
Moisture-Density: Standard Proctor	150
Modified Proctor	200
California Bearing Ratio, 3-points	500
Permeability Test, Shelby Tube Sample	350
Permeability Test, Re-molded Sample	400
Permeability Test, Aggregate	300
Carbonate Content, Aggregate	400
Relative Density, Aggregate	350
Water Soluble Chloride Ion	300
Concrete Compression Strength Testing	13
Concrete Shrinkage Testing	120

Drilling Services	Unit Rate/Item
Mobilization/demobilization (50 mile radius), LS	$ 650
Soil Drilling with Stnd. SPT,	15/lf
Rock Coring,	55/lf
Down-hole-hammer drilling, 4-in. dia.	12/lf
Down-hole-hammer drilling, 6-in. dia.	16/lf
Standby Time,	180/hr
Minimum Daily Rate,	2,000/day
Casing and Well Installation, Quoted per job specific.	

Other Field Services / Equipment	Unit Rate/Item
Mileage (portal-portal),	$ 0.60/mile
Wildcat Cone Penetrometer,	250/day
Dynamic Cone Penetrometer,	50/day
Schmidt Hammer,	200/day
Concrete Cover Meter,	200/day
Nuclear Density Gauge Rental	15/day
All Other Direct Costs,	Direct Cost + 10%

Notes:

1) Hourly charges are based on time from portal-to-portal for all site trips.
2) Overtime, consisting of over eight (8) hours per day, Saturday, Sunday and holiday work, will be charged at 1.5 times the standard rate.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND FREDERICK ANDREAE ARCHITECTS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 9th day of December, 2011, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Frederick Andreae Architects** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.2. Preliminary Engineering Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract

agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. The number of visits is set forth in Exhibit A. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be

responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be

liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the

limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew

of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4) acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. The duties and responsibilities and limitations on the authority of the Resident Project Representative and assistants will be set forth by Exhibit B which is to be

identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed Five Hundred Thousand Dollars ($500,000) for the contract term. The project fee shall not exceed One Hundred Thousand Dollars ($100,000) for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative, delete Paragraph A. GENERAL in Exhibit B, and replace with the following:

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with

resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses

directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT's/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER; and OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce

and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend

any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00), and be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER further agrees to waive all claims against the ARCHITECT/ENGINEER resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance

tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT/ENGINEER, its officers, directors, employees and sub-consultants (collectively, ARCHITECT/ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by OWNER or from any reuse by OWNER of the electronic files without the prior written consent of the ARCHITECT/ENGINEER.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. This Agreement is subject to the following special provisions.

9.1.1. The OWNER will provide office space at or near the job site for ARCHITECT/ENGINEER furnished inspector. Office will be supplied with telephone, toilet and hand washing facilities with running water, electricity, lights, heat, and fax machine.

9.2. The following Exhibits are attached to and made a part this Agreement:

9.2.1. Exhibit A "Fee Schedules" consisting of 6 pages.

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.2.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be

amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)
Attest: Shelley L Hayes
Type Name: Shelley L Hayes
Title: Sr. Office Associate

County of Warren, Virginia
By: [signature]
Type Name: Douglas P. Stanley
Title: County Administrator
Date: 12/09/2011

(SEAL)
Attest: Shelley L Hayes
Type Name: Shelley L. Hayes
Title: Sr. Office Associate

Frederick Andreae Architects:
By: Frederick Andreae
Type Name: Frederick Andreae
Title: Owner
Date: 12/9/11

Approved as to form:

Dan N. Whitten
Assistant County Attorney

EXHIBIT A: FEE SCHEDULES:

Included in Exhibit A are the fee schedules for Frederick Andreae Architects and the following approved subcontractors:

(i) Anderson & Associates, Inc.;
(ii) Ruckman Engineering, PLC; and
(iii) MEI Engineering, Inc.

Frederick Andreae Architects

25 S. Royal Avenue
Front Royal, Virginia 22630
Tel (540) 635-5135
fandreae@embarqmail.com

October 31, 2011

Fee Schedule

Frederick Andreae	$90.00 per hour
Mary Ryan	$55.00 per hour

We do not charge travel expenses for projects in Warren County.

Anderson & Associates, Inc.
Professional Design Services

Hourly Billing Rates
Effective January 1, 2011

Billing Category	Hourly Rate
Officer in Charge III	$170.00
Officer in Charge II	$140.00
Officer in Charge I	$130.00
Project Manager III	$130.00
Project Manager II	$120.00
Project Manager I	$110.00
Project Engineer III	$110.00
Project Engineer II	$90.00
Project Engineer I	$75.00
Design/GIS Technician III	$85.00
Design/GIS Technician II	$70.00
Design/GIS Technician I	$50.00
Survey Manager III	$110.00
Survey Manager II	$105.00
Survey Manager I	$90.00
Project Surveyor III	$85.00
Project Surveyor II	$75.00
Project Surveyor I	$65.00
Party Chief III	$70.00
Party Chief II	$65.00
Party Chief I	$60.00
Survey Tech III (field or office)	$60.00
Survey Tech II (field or office)	$50.00
Survey Tech I (field or office)	$45.00
Administrative III	$95.00
Administrative II	$75.00
Administrative I	$55.00
Inspector II	$75.00
Inspector I	$60.00
Bridge Engineer	$150.00
Environmental Scientist	$100.00
Geographer	$90.00
Landscape Architect	$100.00
Programmer	$115.00
Railroad Engineer	$150.00

RE RUCKMAN ENGINEERING, PLC
Structural + Geotechnical + Dams + Inspections

Fee Schedule for Warren County
Open End Contract for Consulting Services
(Fiscal Yr. 2011-2012)

Personnel	Unit Rate/Hour
Senior Engineer	$ 100
Project Engineer	85
Staff Engineer	70
CADD Technician	60
BOCA Code Inspector	70
Sr. Engineering Technician	60
Engineering Technician	40
Clerical	35

Laboratory Services	Unit Rate/Test
Natural Moisture Content	$ 10
Atterberg Limits (LL & PL)	75
Shrinkage Limit (SL)	75
Swell Index	140
Specific Gravity	75
Percent Passing No. 200 Sieve (washed)	75
Sieve Analysis w/ No. 200 Sieve (washed)	75
Complete Particle Size Analysis with Hydrometer	200
Natural Density and Moisture Content (Tube)	100
Moisture-Density: Standard Proctor	120
Modified Proctor	140
California Bearing Ratio, 3-points	200
Permeability Test, Shelby Tube Sample	325
Permeability Test, Re-molded Sample	380
Permeability Test, Aggregate	250
Carbonate Content, Aggregate	300
Relative Density, Aggregate	330
Water Soluble Chloride Ion	275
Concrete Compression Strength Testing	11
Concrete Shrinkage Testing	110

22-B Ricketts Drive
Winchester, VA 22601

www.ruckmanengineering.com

540-678-1216 (O)
540-678-1217 (F)

Drilling Services	**Unit Rate/Item**
Mobilization/demobilization, LS	$ 350
Soil Drilling with Stnd. SPT,	11/lf
Rock Coring,	45/lf
Down-hole-hammer drilling, 4-in. dia.	9/lf
Down-hole-hammer drilling, 6-in. dia.	14/lf
Standby Time,	120/hr
Minimum Daily Rate,	1,400/day
Casing and Well Installation, Quoted per job specific.	

Other Field Services / Equipment	**Unit Rate/Item**
Mileage (portal-portal),	$ 0.55/mile
Wildcat Cone Penetrometer,	150/day
Dynamic Cone Penetrometer,	25/day
Schmidt Hammer,	75/day
Concrete Cover Meter,	150/day
Nuclear Density Gauge Rental	10/day
All Other Direct Costs,	Direct Cost + 10%

Notes:

1) Hourly charges are based on time from portal-to-portal for all site trips.
2) Overtime, consisting of over eight (8) hours per day, Saturday, Sunday and holiday work, will be charged at 1.5 times the standard rate.

Fee Schedule for MEI Engineering

November 7, 2011

- Engineer: $90.00 - $100.00/hr
- Engineer Tech: $55.00 - $65.00/hr
- CAD Operator: $35.00 - $50.00/hr
- Clerical: $30.00/hr
- Mileage: $0.50/mile

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	D-4	Amendment to Architectural Services Annual Term Contract with Land Planning & Design Associates	1 OF 1

EXPLANATION & SUMMARY:

After issuing a Request for Proposals for architectural services, Warren County entered an annual term contract with Land Planning & Design Associates on January 23, 2017 to provide architectural services. It was the County's intention to assign individual projects to Land Planning & Design Associates on an as-needed basis.

The current renewal term commenced on January 23, 2020 and expires on January 22, 2021. The County would like to extend the contract for an additional year, and the amendment to the original contract will allow the new one-year term contract to commence on January 23, 2021 and to expire on January 22, 2022 with the option of one (1) additional one-year term. This renewal will leave no remaining renewal options.

The hourly rates during the renewal term for the architectural services provided by Land Planning & Design Associates have increased slightly and are attached hereto as "Exhibit A". The 2020 billing rates have also been included for reference.

In recent years, the County has engaged Land Planning & Design Associates to provide architectural services for projects such as the Eastham Park and Rockland Park.

COST AND FINANCING:

N/A

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 08
TO THE AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LAND PLANNING & DESIGN ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Land Planning & Design Associates (hereinafter the "Architect").

WITNESSETH:

WHEREAS, the Owner and the Architect executed an agreement for professional services on January 23, 2017 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from January 23, 2017 through January 22, 2018; and

WHEREAS, the Agreement has been extended for additional term of three (3) one (1) year from January 23, 2018 through January 22, 2021; and

WHEREAS, the Agreement may be extended for one (1) additional one (1) year terms at the option of the Owner; and

WHEREAS, the Owner and Architect both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **January 23, 2021 and to extend (unless terminated in accordance with the terms of the Agreement) until January 22, 2022** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term will not be renewable for any additional one (1) year terms at the expiration of this Amendment.

(3) Rates – The hourly rates for the Contract Term are attached hereto as Exhibit "A".

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL)

Attest: _____

Type Name: _____

Title: _____

County of Warren, Virginia

By: _____

Type Name: _____

Title: _____

Date: _____

(SEAL)

Attest: _____

Type Name: _____

Title: _____

Land Planning & Design Associates

By: _____

Type Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Caitlin Jordan
Senior Assistant County Attorney

_____
Date

Exhibit A

LPDA
LANDSCAPE ARCHITECTURE
LAND PLANNING

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
www.lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2021 Renewal Year **12/15/2020**
Proposed Schedule of Fees
2021 Billing Rates - Land Planning and Design Associates, Inc.

Principal / Quality Control	Bill Mechnick, PLA Zac Lette, PLA	$176
Staff Landscape Architect 1	Amie Evans, PLA Aaron Schwartz, PLA	$126
Staff Landscape Architect 2	Jessica Mauzy, PLA Tristan Cleveland, PLA	$97
Project Designer/CADD	Jason Owen David Johnson Kristin Nelson Qiuling Chen Bob Brooks	$80
Clerical	Deniece DeLong	$97

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

	Description	2021 Cost		Sheet 24x36	Sheet 24x60	Sheet 24x72	Sheet 30x42	Sheet 36x48
Oversized								
	Paper	$0.45	sq ft	$ 2.70	$ 4.50	$ 5.40	$ 3.94	$ 5.40
	Mylar	$1.75	sq ft	$ 10.50	$ 17.50	$ 21.00	$ 15.31	$ 21.00
	Color -regular	$3.50	sq ft	$ 21.00	$ 35.00	$ 42.00	$ 30.63	$ 42.00
	Color- photo finish	$6.65	sq ft	$ 39.90	$ 66.50	$ 79.80	$ 58.19	$ 79.80

Copies/Prints								
	Letter - B/W	$ 0.05	per sheet	11x17 - B/W	$ 0.25	per sheet		
	Letter - Color	$ 0.38	per sheet	11x17 - Color	$ 1.50	per sheet		
	Legal - B/W	$ 0.10	per sheet	12x18 - B/W	$ 0.35	per sheet		
	Legal - Color	$ 0.50	per sheet	12x18 - Color	$ 1.75	per sheet		

OTHER DIRECT COSTS

CD/DVD			**Licenses / Permits**		
	burn,label,mail	$ 10.00 per disc		Actual costs	
Postage			**Printing - out sourced**		
	UPS/FedEx/Courier	Actual cost		Actual costs	
Mileage			**Conference calls**		
	Based on current Federal rate (.575 per mile)			Actual costs	
Travel including Lodging / Tolls / Rental Car			**Other expenses for project use**		
	Actual Costs			Actual Costs	

Exhibit A

LPDA

2021 Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton, P.E.	
Senior Engineer(PE) or Senior PM	$125
Bradley Reynolds, P.E.	
Billie Swailes, P.E.	
Project Engineer	$105
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$90
Kent Abe	
James Wheeler	
Brendan Bishop	
Sr. CADD Designer/Drafter	$85
Ronald D. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Jeffrey Mitchell	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Licensed Surveyor	$100
Mark Campbell, L.S.	
Senior Survey Technician	$80
Jim Doughtry	
Survey Technician	$70
Mike Wills	
1-Man Field Crew	$85
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

Exhibit A

LPDA

2021 Billing Rates - OWPR, INC.

Project Manager (P.E. or R.A.)	$151.35
Architect (Licensed, R.A.)	$151.35
Structural Engineer (P.E.)	$151.35
Mechanical Engineer (P.E.)	$151.35
Civil Engineer (P.E.)	$151.35
Electrical Engineer (P.E.)	$109.62
Architectural Designer	$ 75.00
Plumbing Designer	$100.32
Sprinkler System Designer	$100.00
Engineering Designer	$ 75.00
CADD Technician	$ 73.20
Architectural Drafter	$ 75.00
Engineering Drafter	$ 75.00
Interior Designer	$ 98.69
Interior Technician	$ 90.38
Landscape Architect	$100.00
Spec/Report Writer	$151.35
Typist/Clerical	$ 66.00
Estimators	$ 80.00
IT Manager	$ 60.00

Billing Rates

Pennoni – North Carolina and Virginia
2021 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: $/HOUR
Senior Principal Professional	$255
Principal Professional	$200
Senior Professional	$179
Project Professional	$162
Staff Professional	$150
Associate Professional	$142
Graduate Professional	$114
Technician III	$105
Technician II	$ 97
Technician I	$ 85
2-Man Survey Crew	$155
3-Man Survey Crew	$206
Senior Field Technician	$ 95
Field Technician	$ 66
Laboratory Technician	$ 80
Project Assistant	$ 85

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

LPDA
LAND PLANNING & DESIGN
ASSOCIATES
Landscape Architecture • Land Planning

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
Fax: 434.296.2109
www.lpda.net
lpdainc@lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2020 Renewal Year
Proposed Schedule of Fees
12/2/19

2020 Billing Rates - Land Planning and Design Associates, Inc.

Principal, Quality Control	$176
William R. Mechnick	
Zac Lette	
Staff Landscape Architect 1	$120
Amie Sullivan	
Aaron Schwartz	
Staff Landscape Architect 2	$93
Jessica Mauzy, LEED AP	
Tristan Cleveland	
Project Designer/CADD	$77
Jason Owen	
David Johnson	
Clerical	$97
Deniece DeLong	

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

Description	2017 Cost		Sheet 24X36	Sheet 24X60	Sheet 24x72	Sheet 30X42	Sheet 36X48
Oversized							
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burn/label/mail	$ 10.00	per disc	Actual costs	
Postage		**Printing - out sourced**		
UPS/FedEx/Courier	Actual cost		Actual costs	
Mileage		**Conference calls**		
Based on current Federal rate (.58 per mile)			Actual costs	
Travel including Lodging / Tolls / Rental Car		**Other expenses for project use**		
Actual Costs			Actual Costs	

Exhibit A

LPDA
LAND PLANNING & DESIGN
ASSOCIATES

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Project Engineer	$105
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Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$90
Kent Abe	
James Wheeler	
Brendan Bishop	
Sr. CADD Designer/Drafter	$85
Ronald D. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Robert Sykes, CPG	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Licensed Surveyor	$100
Kevin Shreiner, L.S.	
Senior Survey Technician	$80
Jim Doughtry	
Survey Technician	$70
Mike Wills	
1-Man Field Crew	$85
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
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LPDA
LAND PLANNING & DESIGN
ASSOCIATES

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Architectural Drafter	$ 75.00
Engineering Drafter	$ 75.00
Interior Designer	$ 98.69
Interior Technician	$ 90.38
Landscape Architect	$100.00
Spec/Report Writer	$151.35
Typist/Clerical	$ 66.00
Estimators	$ 80.00
IT Manager	$ 60.00

2020 Billing Rates – Pennoni

Senior Principal Professional	$250
Principal Professional	$196
Senior Professional	$165
Project Professional	$154
Staff Professional	$146
Associate Professional	$138
Graduate Professional	$108
Technician III	$ 98
Technician II	$ 91
Technician I	$ 82
2-Man Survey Crew	$146
3-Man Survey Crew	$200
Senior Field Technician	$ 88
Field Technician	$ 62
Laboratory Technician	$ 77
Building Code Official	$ 93
Project Assistant	$ 82

▯ Add 15% to above Survey Crew rates when OSHA 40-hour training required

LPDA
LAND PLANNING & DESIGN
ASSOCIATES

▯ Technical Support/Expert Testimony Fee provided upon request Bond – B/W

EXPENSES:
Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are
subject to an additional administrative and handling fee as indicated:
▯ Subconsultant/Subcontractor services: cost plus 10%
▯ Project Related Travel and Living Expenses: cost plus 10%
▯ Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
▯ Passenger Vehicles: per IRS standard rate
▯ Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and
telephone/fax/computer.

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.
Note: Triad and LPDA rates are based on FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies. In most cases the rates provide are lower than the allowable rate. LPDA and Triad will utilize the lower rate, as this is acceptable to Federal audit practices.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LAND PLANNING AND DESIGN ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 23 day of January, 2017, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Land Planning and Design Associates, Inc.** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.1.3. Drug-free Workplace.

A. During the performance of this contract, the ARCHITECT/ENGINEER agrees to (i) provide a drug-free workplace for the ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER'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 ARCHITECT/ENGINEER that the ARCHITECT/ENGINEER maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

B. 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 ARCHITECT/ENGINEER in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.1.4. The ARCHITECT/ENGINEER agrees and represents that it does not now, nor will it during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

1.1.5. During the performance of this contract, the ARCHITECT/ENGINEER agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic

or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

1.2. Preliminary Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ARCHITECT/ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor

is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point

indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in

Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and

assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ARCHITECT/ENGINEER has not caused or contributed to such prolongation; (4)

acceleration of the progress schedule involving services beyond normal working hours when ARCHITECT/ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed the greater of Five Hundred Thousand Dollars ($500,000) or the amount allowed under the Code of Virginia for the contract term. The project fee shall not exceed the greater of One Hundred Thousand Dollars ($100,000) or the amount allowed under the Code of Virginia for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written

notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative.

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. **Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the

proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers'

compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice

in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators,

assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. Disputes.

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00); shall name the OWNER as an additional insured; and shall be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. The following Exhibits are attached to and made a part this Agreement:

9.1.1. Exhibit A "Fee Schedules"

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.1.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy Rosser

Type Name: Brandy Rosser

Title: Grants Coordinator

County of Warren, Virginia

By:

Type Name: Douglas P. Stanley

Title: County Administrator

Date: 01/23/2017

(SEAL)

Attest: Deniece DeLong

Type Name: Deniece DeLong

Title: Business Manager

Land Planning and Design Associates

By:

Type Name: William Mechnick

Title: President

Date: 1-16-17

Approved as to form:

Dan N. Whitten
County Attorney

LPDA
LAND PLANNING & DESIGN
ASSOCIATES
Landscape Architecture ▪ Land Planning

1006 E. Jefferson Street
Suite B
Charlottesville, Va. 22902
434.296.2108
Fax: 434.296.2109
www.lpda.net
lpdainc@lpda.net

25151 Ridgetop Circle
Suite 310
Sterling, Va. 20166
703-437-7907

Warren County, VA Annual Contract 2016 Renewal Year
Proposed Schedule of Fees
12-1-17

Billing Rates - Land Planning and Design Associates, Inc.

Principal, Quality Control	$160
William R. Mechnick	
Zac Lette	
Staff Landscape Architect 1	$115
Mark Lieberth, LEED AP	
Staff Landscape Architect 2	$96
Jessica Mauzy	
Julie Basic, Cultural Resource Specialist	
Staff Landscape Architect	$95
Amie Sullivan	
Aaron Schwartz	
Project Designer/CADD	$66
David MacDougall	
Tristan Cleveland	
Jason Owen	
David Johnson	
Clerical	$65
Deniece DeLong	

REPRODUCTION/PRINTING (IN HOUSE PRINTING)

	Description	2017 Cost		Sheet 24x36	Sheet 24x60	Sheet 24x72	Sheet 30x42	Sheet 36x48
Oversized								
	Paper	$0.45	sq ft	$ 2.70	$ 4.50	$ 5.40	$ 3.94	$ 5.40
	Mylar	$1.75	sq ft	$ 10.50	$ 17.50	$ 21.00	$ 15.31	$ 21.00
	Color -regular	$3.50	sq ft	$ 21.00	$ 35.00	$ 42.00	$ 30.63	$ 42.00
	Color- photo finish	$6.65	sq ft	$ 39.90	$ 66.50	$ 79.80	$ 58.19	$ 79.80
Copies/Prints								
	Letter - B/W	$ 0.05	per sheet	11x17 - B/W	$ 0.25	per sheet		
	Letter - Color	$ 0.38	per sheet	11x17 - Color	$ 1.50	per sheet		
	Legal - B/W	$ 0.10	per sheet	12x18 - B/W	$ 0.35	per sheet		
	Legal - Color	$ 0.50	per sheet	12x18 - Color	$ 1.75	per sheet		

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OTHER DIRECT COSTS					
CD/DVD				**Licenses / Permits**	
	burn,label,mail	$ 10.00	per disc	Actual costs	
Postage				**Printing - out sourced**	
	UPS/FedEx/Courier	Actual cost		Actual costs	
Mileage				**Conference calls**	
	Based on current Federal rate (.54 per mile)			Actual costs	
Travel including Lodging / Tolls / Rental Car				**Other expenses for project use**	
	Actual Costs			Actual Costs	

Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton, P.E.	
Senior Engineer(PE) or Senior PM	$125
Bradley Reynolds, P.E.	
Billie Swailes, P.E.	
Project Engineer	$100
Eric Iser, P.E.	
Stephen J. Gyurisin, P.E.	
Raymond A. Strother, Jr., P.E.	
Staff Engineer	$80
Kent Abe	
James Wheeler	
Sr. CADD Designer/Drafter	$85
Ronald O. Bidle Jr.	
CADD Designer/Drafter	$75
Gregory Rhodes	
Senior Geologist	$120
Robert Sykes, CPG	
Biologist	$100
Timothy J. Kellerman	
Senior Environmental Scientist	$90
Nick Wolfe	
Staff Environmental Scientist	$70
Patrick M. Upham	
Brandon Colunga	
Licensed Surveyor	$100
Kevin Shreiner, L.S.	
Senior Survey Technician	$80
Dru Underwood	

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Survey Technician	$70
Warren French	
1-Man Field Crew	$75
2-Man Field Crew	$100
3-Man Field Crew	$140
Clerical/Secretary	$40
Debbie Jones	

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

Billing Rates – OWPR

Billing Rates - OWPR, Inc.

Principal/Project Manager:	$166.00
Architect (licensed):	$145.00
Architectural Designer:	$ 93.00
CADD Technician:	$ 72.00
Interior Designer:	$ 104.00
Structural Engineer (PE):	$150.00
Structural Designer:	$100.00
Mechanical Engineer (PE):	$150.00
Mechanical Designer:	$ 93.00
Plumbing Designer:	$ 93.00
Electrical Engineer (PE):	$150.00
Electrical Designer:	$ 93.00
Spec/Report Writer:	$122.00
Typist/Clerical:	$ 56.00

LPDA
LAND PLANNING & DESIGN
ASSOCIATES

Billing Rates – Pennoni

	Hourly Rate
Regional Vice President, Vice President	$205.00
Principal Engineer, Principal Surveyor, Principal Landscape Architect	$185.00
Senior Engineer III, Senior Landscape Architect	$165.00
Senior Engineer II	$140.00
Senior Surveyor	$125.00
Senior Project Engineer, Senior Project Landscape Architect	$110.00
Project Engineer, Project Surveyor, Project Landscape Architect	$90.00
Staff Engineer, Staff Landscape Architect	$85.00
Associate Engineer	$85.00
Engineering Designer, Graduate Engineer, Senior Survey Technician	$75.00
Survey Technician, Engineering Technician	$65.00
Clerical	$75.00
Field Survey Party:	$150.00
Reimbursable Expenses:	Cost + 10%
External Printing, photo-reproduction, courier, overnight deliveries, etc.	Cost + 10%
Consultants Hourly Rate	$0.20 / sq ft
Mileage – charged at the currently allowable IRS rate	$1.50 / sq ft
Internal Printing Services:	$1.00 / sq ft
Bond – B/W	$35.00
Mylar	Cost + 10%
Color Bond	
Per Diem:	
Meals – charge per day per person	
Lodging	

Normal hourly rates do not apply to overtime. Court related services or expert research, preparation and testimony are billed at two times the above rates.

Note: Triad and LPDA rates are based on FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies. In most cases the rates provide are lower than the allowable rate. LPDA and Triad will utilize the lower rate, as this is acceptable to Federal audit practices.

AGREEMENT BETWEEN
THE COUNTY OF WARREN, VIRGINIA
AND LAND PLANNING & DESIGN ASSOCIATES
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 13 day of December, 2011, (hereinafter referred to as the "Agreement") between the **County of Warren, Virginia**, a political subdivision of the Commonwealth of Virginia (OWNER) and **Land Planning & Design Associates** (ARCHITECT/ENGINEER). OWNER intends to utilize the ARCHITECT/ENGINEER for specific projects in the County (hereinafter referred to as the "Projects").

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

ARCHITECT/ENGINEER shall provide professional architectural/engineering services for OWNER in all phases of the Projects to which this Agreement applies, shall serve as OWNER's professional architectural/engineering representative for the Projects as set forth below and shall give professional architectural/engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General.

1.1.1. ARCHITECT/ENGINEER shall perform professional services as hereinafter stated which shall include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto. ARCHITECT/ENGINEER shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill of the architectural/engineering profession existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Final Design Phase is complete; and (iv) in accordance with current standard technology for accepted within the industry as of the time the Final Design Phase is complete.

1.1.2. Non-discrimination. During the performance of this Agreement, ARCHITECT/ENGINEER agrees that ARCHITECT/ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is

a bona fide occupational qualification reasonably necessary to the normal operation of the ARCHITECT/ENGINEER. ARCHITECT/ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause. ARCHITECT/ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of ARCHITECT/ENGINEER, will state that ARCHITECT/ENGINEER is an equal opportunity employer. ARCHITECT/ENGINEER will include the provisions of this paragraph in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

1.2. Preliminary Engineering Report Phase.

After written authorization to proceed, ARCHITECT/ENGINEER shall:

1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.2, and act as OWNER's representative in connection with any such services.

1.2.3 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of OWNER's requirement applicable to various alternatives.

1.2.5 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ARCHITECT's/ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6 Furnish six (6) copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Preliminary Architectural/ Engineering Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish six (6) copies of the above preliminary design documents and present and review them in person with OWNER.

1.3.5. Provide to OWNER for review and approval the preliminary design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.4. **Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ARCHITECT/ENGINEER shall:

1.4.1. On the basis of accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Documents to include final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications. Contract Documents shall include Drawings and Specifications, along with general and supplementary conditions and other documents identified as such in the Bidding Documents described in Paragraph 1.5.1. ARCHITECT/ENGINEER shall furnish OWNER with six (6) sets of the Drawings and Specifications.

1.4.2. Prepare in consultation with OWNER such documents and design data including, but not limited to, environmental impact statements, as may be required for ARCHITECT/ENGINEER, on behalf of OWNER, to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by submitting appropriate materials to and negotiating with appropriate authorities. Payment to ARCHITECT/ENGINEER by OWNER for environmental impact statement, if needed, shall be negotiated before services are rendered.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by and consult with OWNER, his legal counsel and other advisors to conform OWNER's standard construction contract

agreement forms (Construction Contract General Conditions), and supplementary conditions for use on the Project. Prepare for review and approval by OWNER, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.5. Furnish six (6) copies of the above documents and present and review them in person with OWNER.

1.4.6. Provide to OWNER for review and approval the final design documents at 30% of completion, at 50% of completion and at 90% of completion.

1.5. **Bidding or Negotiating Phase.**

After written authorization to proceed with Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Prepare Bidding Documents to consist of bidding requirements, contract documents conforming to OWNER's Construction Contract General Conditions and other standard forms, Specifications and Drawings.

1.5.2. Assist OWNER in establishing a list of prospective contractors and, upon OWNER's request, assist in pre-qualifying prospective bidders in accordance with the requirements of Section 2.2-4317 of the Virginia Public Procurement Act.

1.5.3. Upon OWNER's request: procure copying and assembly of Bidding Documents for distribution to prospective bidders; distribute Bidding Documents to prospective bidders; prepare and maintain a record of distribution of Bidding Documents, receipt and returns of deposits, if applicable, and return bids. Bidder to pay ARCHITECT/ENGINEER for Contract Documents at ARCHITECT's/ENGINEER's cost plus 10% plus the cost for shipping and handling.

1.5.4. Prepare and distribute written responses to questions from prospective bidders and prepare and distribute addenda when appropriate to clarify or correct the Bidding Documents.

1.5.5. Organize and conduct pre-bid conferences and bid openings for each separate prime contract for construction, materials, equipment and services.

1.5.6. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.7. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.8. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.5.9. Consult with OWNER to discuss ways to reduce project cost if the lowest bona fide bid received exceeds the Probable Cost.

1.6. **Construction Phase.**

During the Construction Phase ARCHITECT/ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in the Construction Contract General Conditions. ARCHITECT/ENGINEER shall coordinate the performance of its duties and responsibilities with the OWNER's Authorized Representative, an individual or entity to be identified in the Construction Contract. ARCHITECT/ENGINEER recognizes that ARCHITECT's/ENGINEER's authority during the Construction Phase is strictly limited as set forth herein and in the Construction Contract General Conditions. The extent and limitations of the duties, responsibilities and authority of ARCHITECT/ENGINEER are as assigned in said Construction Contract except as ARCHITECT/ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through the OWNER's Authorized Representative.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. The number of visits is set forth in Exhibit A. ARCHITECT/ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ARCHITECT/ENGINEER shall be responsible for its negligent acts and omissions, but shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ARCHITECT's/ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ARCHITECT/ENGINEER shall not be

responsible for the failure of Contractor(s) to perform the work in accordance with Contract Documents. During such visits and on the basis of on-site observations ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take appropriate action in respect to) Shop Drawings (as that term is defined in the Construction Contract General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not accede to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents; maintain and make available for review and/or copying by OWNER project files including but not limited to Shop Drawings and other submittals, minutes of meetings attended by ARCHITECT/ENGINEER, correspondence, change orders, field orders and Construction Contract modifications, and other documents related to the Project.

1.6.4. Issue all instructions of OWNER to Contractor(s) when instructed to do so by OWNER's Authorized Representative; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders for consideration by the OWNER and/or OWNER's Authorized Representative as required; prepare other change order documents within the general scope of the Construction Contract as may be required; make recommendations to OWNER on any change orders suggested by the Contractor; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ARCHITECT/ENGINEER shall not be

liable for the results of any such interpretations or decisions rendered by him in good faith and in accordance with the standard of care as set forth in Paragraph 1.1.1.

1.6.5. Based on ARCHITECT's/ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to Contractor(s) and recommend in writing payments of Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ARCHITECT's/ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or program incident thereto or that ARCHITECT/ENGINEER has made an examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete, prepare a Punch List of items to be completed, corrected, or repaired, monitor and advise OWNER on Contractor's completion of Punch List items, and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ARCHITECT/ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the

limitations expressed in Paragraph 1.6.5. ARCHITECT/ENGINEER will rely upon the observations of the OWNER's Authorized Representative of work not visible at the time of the final inspection and his witnessing of any tests and equipment startups when conducting the final inspection.

1.6.7. Be responsible for its own acts and omissions, but not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractors' agents or employees of any other persons (except ARCHITECT's/ENGINEER's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.6.8. Bear all reasonable costs incident to compliance with the requirements of this Section 1.

SECTION 2 - ADDITIONAL SERVICES FROM ARCHITECT/ENGINEER

2.1. General.

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of wetlands (except where called for in Exhibit A); review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals or authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Unless reasonably necessary to perform Basic Services hereunder, services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted duties, reports, design documents or Contract Documents when such revisions are due to causes beyond ARCHITECT's/ENGINEER's control.

2.1.4. Providing renderings or model for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work not caused by ARCHITECT/ENGINEER.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design except as required by Paragraph 1.5.9.; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for asbestos, lead or hazardous materials surveys and services relating to the mitigation or removal of asbestos, lead or other hazardous materials, interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.2 when OWNER authorizes ARCHITECT/ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.

2.1.8. Services resulting from the award of more separate prime contracts for construction, material, equipment or services for the Project than are contemplated by Exhibit A and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9. Providing boundary surveys or staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct result of material, equipment or energy shortages unless ARCHITECT/ENGINEER knew

of, should have known of, or should have prevented such substitutions, revisions, delays, changes or price increases.

2.1.11. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site as required by Section 1.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work by Contractor(s); (3) prolongation of the contract time of any prime contract by more than the time set forth in the bid documents when ENGINEER has not caused or contributed to such prolongation; (4) acceleration of the progress schedule involving services beyond normal working hours when ENGINEER has not caused or contributed to such acceleration; and (5) default by Contractor(s).

2.1.13. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services or in response to a subpoena issued on behalf of a court of competent jurisdiction).

2.1.15. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.1.16. Additional services required in connection with changes in the applicable regulations to include but not limited to Local, State, and Federal oversight agencies made after completion of extra work and cost after contract is signed and the Final Design Phase.

2.2. Resident Services During Construction.

2.2.1. In the event OWNER does not provide an OWNER's Authorized Representative, ARCHITECT/ENGINEER shall, upon written agreement with OWNER furnish a Resident Project Representative to act as directed by ARCHITECT/ENGINEER in order to assist ARCHITECT/ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by OWNER at a rate negotiated prior to the time that the Resident Project Representative is needed.

2.2.2. The duties and responsibilities and limitations on the authority of the Resident Project Representative and assistants will be set forth by Exhibit B which is to be

identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ARCHITECT/ENGINEER shall attempt to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); ARCHITECT/ENGINEER shall be responsible for the negligent acts and omissions of the Resident Project Representative, if said representative is ARCHITECT's/ENGINEER's employee or subcontractor but the furnishing of such resident Project representation will not make ARCHITECT/ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents or in accordance with standard construction practices.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2. Furnish ARCHITECT/ENGINEER all available information pertinent to the Project as required by law or this Agreement including previous reports and any other data relative to design or construction of the Project.

3.3. Provide boundary surveys and easement plats to enable ARCHITECT/ENGINEER to proceed with the topographic survey of the site and location of needed improvements and to allow the OWNER to acquire easements and property.

3.4. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform his services.

3.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARCHITECT/ENGINEER.

3.6. Furnish associated fees as well as approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, independent cost estimating, insurance and value engineering, counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ARCHITECT's/ENGINEER's services.

3.9. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT's/ENGINEER's services, or any defect in the work of Contractor(s).

3.10. Furnish, or direct ARCHITECT/ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services required.

3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The contract term will be limited to one year, commencing at the date of award, or when the cumulative total project fees are reached, whichever occurs first. The total for all projects performed shall not exceed Five Hundred Thousand Dollars ($500,000) for the contract term. The project fee shall not exceed One Hundred Thousand Dollars ($100,000) for any single project.

4.2. The contract term may be renewable for up to four (4) additional one-year terms at the option of the OWNER, and upon written mutual agreement between the OWNER and the ARCHITECT/ENGINEER.

4.3. Work assignments shall be on "as needed" basis. The OWNER reserves the at all times to perform work in-house or to award projects on a competitive negotiation basis.

4.4. The provisions of this Section 4 and the various rates of compensation for ARCHITECT's/ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Projects through completion of the Construction Phase. ARCHITECT's/ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Projects including extra work and required extensions thereto.

4.5. After acceptance by OWNER of the Preliminary Engineering Report Phase documents indicating any specified modifications or changes in the extent of the Projects desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Project Cost.

4.6. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by OWNER, and upon written authorization from OWNER, ARCHITECT/ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the Projects.

4.7. ARCHITECT's/ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER, or (2) thirty (30) days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Projects.

4.8. After acceptance by OWNER of the ARCHITECT's/ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s).

4.9. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Projects or any part thereof, and will terminate upon written approval by ARCHITECT/ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Projects involve more than one prime contract.

4.10. If OWNER has requested significant modification or changes in the extent of any of the Projects, the time or performance of ARCHITECT's/ENGINEER's services and his various rates of compensation may be renegotiated.

4.11. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within sixty (60) calendar days after completion of the Final Design Phase, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER and if OWNER does not respond, suspend services under this Agreement.

4.12. If ARCHITECT's/ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three (3) months for reasons beyond ARCHITECT's/ENGINEER's control, ARCHITECT/ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond ARCHITECT's/ENGINEER's control, or if ARCHITECT/ENGINEER for any reason is required to render services for more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement may be renegotiated.

4.13. In the event that the work designed or specified by ARCHITECT/ENGINEER is to be performed under more than one prime contract, OWNER and ARCHITECT/ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for the performance of ARCHITECT's/ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, and the provisions of Paragraph 4.4 through 4.10, inclusive, will be modified accordingly.

4.14. In the event the OWNER furnishes the OWNER's Authorized Representative, delete Paragraph A. GENERAL in Exhibit B, and replace with the following:

A. GENERAL

OWNER's Authorized Representative is OWNER's Agent, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding his actions. OWNER's Authorized Representative's dealings in matters pertaining to the on-site work shall in general be only with ARCHITECT/ENGINEER and Contractor(s), and dealings with subcontractors shall only be through or with the full knowledge of Contractor(s). Written communication with OWNER will generally be through the ARCHITECT/ENGINEER. The OWNER may require copies of reports or communications be sent directly to the OWNER.

SECTION 5 - PAYMENTS TO ARCHITECT/ENGINEER

5.1. **Methods of Payment for Services and Expenses of ARCHITECT/ENGINEER.**

5.1.1. For Basic Services. OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A "Fee Schedules") as detailed.

5.1.2. For Additional Services. OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General. For Additional Services rendered under Paragraphs 2.1.1. through 2.1.17., inclusive (except services covered by Paragraph 2.1.7. and services as a consultant or witness under Paragraph 1.1.16), on the basis of Payroll Costs for services rendered by principals and employees assigned to the Project, or as negotiated.

5.1.2.2. Special Consultants. For services and reimbursable expenses of special consultants employed by ARCHITECT/ENGINEER pursuant to Paragraph 2.1.7. or 2.1.17., the amount billed the ARCHITECT/ENGINEER therefor for services, but not for expenses. Related reimbursable expenses shall be paid for times a factor of 1.00.

5.1.2.3. Serving as a Witness. For the services by principals and employees as consultants or witnesses (other than under subpoena) in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16., on the basis of payroll costs, plus expenses (and compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis as provided in Paragraph 5.1.2.1.).

5.1.2.4. Resident Project Services. For resident services during construction if furnished under Paragraph 2.2.1., on the basis of Payroll Costs or as negotiated for services rendered by principals and employees assigned to field offices in connection with

resident Project representation. For Resident Project Services furnished under Paragraph 2.2.1. who are contract employees to the ARCHITECT/ENGINEER, the rate of compensation will be negotiated.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1. and 5.1.2., OWNER shall pay ARCHITECT/ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Payroll Costs" and "Reimbursable Expenses" will have the meanings assigned to them in Paragraph 5.4.

5.2. **Times of Payment.**

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT's/ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ARCHITECT's/ENGINEER's monthly statements.

5.3. **Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ARCHITECT/ENGINEER for services and expenses within forty-five (45) days from the receipt of ARCHITECT's/ENGINEER's bill therefore, the amounts due ARCHITECT/ENGINEER shall include a charge at the rate of 0.75% per month from said forty-fifth (45th) day, and in addition, ARCHITECT/ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2. In the event of termination by OWNER under Paragraph 7.1. for convenience and not for cause, upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of the percent of the work completed. In the event of any such termination, ARCHITECT/ENGINEER will be paid for all unpaid Additional Services actually performed on a percent complete basis and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses include expenses

directly attributable to termination and for which ARCHITECT/ENGINEER is not otherwise compensated.

5.3.3. In the event of termination by OWNER for cause, ARCHITECT/ENGINEER shall be paid such amount as the parties may mutually agree or as otherwise may be determined through proceedings set forth in Paragraph 7.5 Disputes.

5.4. **Definitions.**

5.4.1. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

5.4.2. Reimbursable Expenses mean the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation (not to exceed the federal automobile reimbursement rate) of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar Project-related items in addition to those required under Section 8; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ARCHITECT's/ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. (Construction Cost is one of the items comprising Project Costs which is defined in Paragraph 1.2.5.).

6.2. **Opinions of Cost.**

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. **Termination.**

7.1.1. Termination for Cause. The obligation to provide further services under this Agreement may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. Termination for Convenience. The obligation to provide further services under this Agreement may be terminated by OWNER for its convenience, and not for cause, upon fifteen (15) days written notice. ARCHITECT/ENGINEER shall be compensated for work performed through the date of termination, and for termination expenses, in accordance with Paragraph 5.3.2. but OWNER shall not be liable to ARCHITECT/ENGINEER for lost profit on services not performed as a result of such Termination for Convenience.

7.2. **Reuse of Documents.**

Drawings, Specifications and other documents, including electronic data, prepared by ARCHITECT/ENGINEER pursuant to this Agreement are Instruments of Service in respect of the Project. Instruments of Service are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by or on behalf of OWNER without written verification of adaptation by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT/ENGINEER to further compensation at rates to be agreed upon by OWNER and ARCHITECT/ENGINEER. OWNER may reproduce and use the

Instruments of Service solely for the purpose of constructing, using and maintaining the Project and for administering all contracts relating to the Project. In the event of a Termination of the Agreement for cause, OWNER shall retain the right to utilize the Instruments of Service to complete, use and maintain the Project, but not for use on any other Project. If termination occurs, ARCHITECT/ENGINEER will not be required to seal incomplete work.

7.3. **Controlling Law.**

This Agreement is to be governed by the Law of the Commonwealth of Virginia in accordance with the laws, ordinances, regulations, permits and resolutions of the County of Warren, Virginia.

7.4. **Successors and Assigns.**

7.4.1. OWNER and ARCHITECT/ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate, and to which OWNER has no reasonable objection, to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ARCHITECT/ENGINEER.

7.5. **Disputes.**

7.5.1. Mediation. The parties may by mutual consent endeavor to settle disputes by mediation in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect or as the parties may mutually agree. Mediation shall not operate to toll or otherwise suspend or extend

any applicable statute of limitations absent a written agreement by the parties to do so.

7.5.2. Litigation. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be instituted in the Warren County Circuit Court.

7.6. **Insurance.**

ARCHITECT/ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Such professional liability insurance will provide for coverage in the amount of one (1) million dollars ($1,000,000.00), and be effective through the date of the end of the Project. Certificates of such insurance shall be delivered to OWNER upon execution of this Agreement.

SECTION 8 - ELECTRONIC DOCUMENTS

8.1. In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the ARCHITECT/ENGINEER, the OWNER agrees that all such electronic files are Instruments of Service of the ARCHITECT/ENGINEER, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project as provided herein. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the ARCHITECT/ENGINEER. The OWNER further agrees to waive all claims against the ARCHITECT/ENGINEER resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the ARCHITECT/ENGINEER. The OWNER and the ARCHITECT/ENGINEER agree that any electronic files furnished by either party shall conform to the ARCHITECT's/ENGINEER's standard specifications so long as such electronic files are compatible with and usable by OWNER's computer system. Any changes to the electronic specifications by either the OWNER or the ARCHITECT/ENGINEER are subject to review and acceptance by the other party. Additional services by the ARCHITECT/ENGINEER made necessary by OWNER's unauthorized changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance

tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy Construction Documents. In the event of a conflict between the signed Construction Documents prepared by the ARCHITECT/ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT/ENGINEER, its officers, directors, employees and sub-consultants (collectively, ARCHITECT/ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by OWNER or from any reuse by OWNER of the electronic files without the prior written consent of the ARCHITECT/ENGINEER.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ARCHITECT/ENGINEER, and the ARCHITECT/ENGINEER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the ARCHITECT/ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

SECTION 9 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

9.1. This Agreement is subject to the following special provisions.

9.1.1. The OWNER will provide office space at or near the job site for ARCHITECT/ENGINEER furnished inspector. Office will be supplied with telephone, toilet and hand washing facilities with running water, electricity, lights, heat, and fax machine.

9.2. The following Exhibits are attached to and made a part this Agreement:

9.2.1. Exhibit A "Fee Schedules" consisting of 6 pages.

In the event of any conflict between the provisions contained herein and Exhibit A, the provisions of the document deemed by OWNER to be most favorable to OWNER shall prevail.

9.2.2. This Agreement (consisting of Pages 1 to 22 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between the OWNER and the ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits and schedules may only be

amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(SEAL)

Attest: Brandy L Rosser

Type Name: Brandy L. Rosser

Title: Grants Coordinator

County of Warren, Virginia

By: [signature]

Type Name: Douglas P. Stanley

Title: County Administrator

Date: 12/20/2011

(SEAL)

Attest: Deniece DeLong

Type Name: Deniece DeLong

Title: Office Manager

Land Planning & Design Associates

By: [redacted]

Type Name: William R. Mechnick

Title: President

Date: 12/13/11

Approved as to form:

[signature]

Dan N. Whitten
Assistant County Attorney

EXHIBIT A: FEE SCHEDULES:

Included in Exhibit A are the fee schedules for Land Planning & Design Associates and the following approved subcontractor:

(i) Triad Engineering, Inc.

LPDA
LAND PLANNING & DESIGN
ASSOCIATES
Landscape Architecture • Land Planning

310 East Main Street
Suite 200
Charlottesville, Va. 22902
434.296.2108
Fax: 434.296.2109
www.lpda.net
lpdainc@lpda.net

46169 Westlake Drive
Suite 340
Sterling, Va. 20165
703-437-7907

Billing Rates - Land Planning and Design Associates, Inc.

Principal, Quality Control	$144
William R. Mechnick	
John Schmidt	
Project Principal-In-Charge	$135
Zac Lette	
Staff Landscape Architect 1	$90
Mark Lieberth, LEED AP	
Julie Basic, Cultural Resource Specialist	
Project Designer	$65
Joseph Richardson,	
Aaron Schwartz	
Project Designer/CADD	$60
Amie Sullivan, Project Designer	
Landscape Design/CADD	$58
Kent Hipp	
Clerical	$63
Deniece DeLong	

Billing Rates - Triad Engineering, Inc.

Principal Engineer(PE)	$150
Randy Moulton	
Senior Engineer(PE) or Senior PM	$129
Gilbert Rosado	
Dennie D. Dunlap	
Bradley A. Reynolds	
Project Engineer	$91
Michael J. Delaney	
Ryan K. Clark	
Staff Engineer	$76
Stephen J. Gyurisin	
Raymond A. Strother, II	
Staff Landscape Architect	$99
William Ernstes	
Sr. CADD Designer/Drafter	$76
Ronald O. Bidle Jr.	
CADD Designer/Drafter	$65
Robert L. Buhrman	
Senior Geologist	$116
William J. Mikalik	
Jeffrey H. Mitchell	
Biologist	$99
Timothy J. Kellerman	
Staff Environmental Scientist	$51
Thomas A. Parker	
Bradley C. Person	
Patrick M. Upham	

LPDA
LAND PLANNING & DESIGN ASSOCIATES

Licensed Surveyor David F. Spriggs	$93
Senior Survey Technician David F. Spriggs	$93
Survey Crew Chief Terry Thompson	$48
Survey Instrument Man/Rod Man Steven W. Velez	$52
2-Man Survey Crew	$100
3-Man Survey Crew	$152
Clerical/Secretary Abbe S. Pierce	$44

Principal/Project Manager:	$150.00
Architect (licensed):	$110.00
Architectural Designer:	$ 80.00
CADD Technician:	$ 65.00
Interior Designer:	$ 94.00
Structural Engineer (PE):	$135.00
Structural Designer:	$ 90.00
Mechanical Engineer (PE):	$135.00
Mechanical Designer:	$ 90.00
Plumbing Designer:	$ 90.00
Electrical Engineer (PE):	$135.00
Electrical Designer:	$ 90.00
Spec/Report Writer:	$110.00
Typist/Clerical:	$ 50.00

Note: Triad and LPDA rates are FAR audit compliant rates. These may be used for federally funded projects and meet VDOT audit requirements. The rates may change year to year based on actual payroll, audited overhead rates and VDOT policies.

LPDA
LAND PLANNING & DESIGN ASSOCIATES

LPDA Reimbursable Expense	Description	2011 Costs	
Mileage	Company Car/Personal	$ 0.56	per mile
CADD Plots - Regular Size, 24x36	Mylar	$ 17.25	per sheet
	Bond	$ 1.45	per sheet
	Vellum	$ 15.50	per sheet
	Color	$ 50.00	per sheet
	Color - large	$ 75.00	per sheet
CADD Plots - Half Size	Mylar	$ 8.60	per sheet
	Bond	$ 0.75	per sheet
	Vellum	$ 7.75	per sheet
	Color	$ 28.75	per sheet
Copies	Letter - B/W	$ 0.15	per sheet
	Letter - Color	$ 0.95	per sheet
	Legal - B/W	$ 0.25	per sheet
	Legal - Color	$ 1.15	per sheet
	11x17 - B/W	$ 0.35	per sheet
	11x17 - Color	$ 1.75	per sheet

All reimbursable expenses are billed at this cost plus markup of x 1.15

TRIAD ENGINEERING, INC. Reimbursable Expenses

Description	Unit Rate
Transportation Charges, Per Mile	$ 0.70
Meals and Lodging, Direct Cost Plus	15%
Minimum Daily Charge Per Person	120.00
All Other Direct Expenses, Direct Cost Plus	15%
Reproduction Costs, per 24" x 36" sheet	2.50
Reproduction Costs, Color, per square foot	1.50

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS WORK SESSION

DATE	ITEM	SUBJECT	PAGE
January 12, 2021	D-5	Amendment to Financial Advisory Services Annual Term Contract with Davenport & Company, LLC	1 OF 1

EXPLANATION & SUMMARY:

In 2015, the Board of Supervisors approved and authorized the County Administrator to sign an agreement with Davenport & Company, LLC for the period of December 28, 2015 to December 27, 2016 for financial advisory services, and the agreement provided the County with the option to renew the contract for nine (9) additional one (1) year terms.

The Board of Supervisors have extended the contract term for four (4) additional one (1) year terms from December 28, 2016 to December 27, 2020. Staff requests the Board extend the contract term for an additional year from December 28, 2020 until December 27, 2021. There would be an option for four (4) additional renewal years.

The hourly rates for the financial advisory services provided by Davenport & Company, LLC will not change from the existing rates. The rate sheet, original contract and amendment is attached hereto for review.

Warren County has utilized the financial advisory services of Davenport & Company, LCC since 2003. In recent years, the County has engaged Davenport & Company, LLC to provide financial advisory services for projects such as the Leach Run Parkway, 2nd Middle School, Health & Human Services Complex, and Rivermont Fire Station.

COST AND FINANCING:

N/A

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Caitlin W. Jordan, Sr. Assistant County Attorney		

AMENDMENT 05
TO THE AGREEMENT BETWEEN THE COUNTY OF WARREN, VIRGINIA AND DAVENPORT & COMPANY LLC FOR FINANCIAL ADVISORY SERVICES

THIS AMENDMENT dated this _____ day of _____, 2021, by and between the County of Warren, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "Owner"), and Davenport & Company, LLC (hereinafter the "Advisor")

WITNESSETH:

WHEREAS, the Owner and the Advisor executed an agreement for professional services on December 28, 2015 (hereinafter the "Agreement"); and

WHEREAS, the Agreement was in effect for a term of one (1) year from December 28, 2015 through December 27, 2016; and

WHEREAS, the Owner and the Advisors have executed four (4) amendments to the Agreement to extend the services from December 28, 2016 through December 27, 2020; and

WHEREAS, the Owner and Advisor both desire to extend the Agreement for an additional term of one (1) year; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

(1) Contract Term – The Agreement shall be extended for an additional term of one (1) year to be effective **December 28, 2020 and to extend (unless terminated in accordance with the terms of the Agreement) until December 27, 2021** (hereinafter the "Contract Term").

(2) Renewal - The Contract Term may be renewable for up to four (4) additional one (1) year terms at the option of the Owner, and upon written mutual agreement between the Owner and Advisor.

(3) Rates – The rates for the Contract Term will remain the same, the hour rates and transaction fees are attached hereto as "Attachment A".

(4) Other Terms of the Agreement – All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereafter have made and executed this Amendment to the Agreement the day and year first written above.

(SEAL) **County of Warren, Virginia**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

(SEAL) **Davenport & Company, LLC**

Attest: _____ By: _____

Type Name: _____ Type Name: _____

Title: _____ Title: _____

Date: _____

Approved as to form:

_____
Caitlin W. Jordan
Senior Assistant County Attorney

DAVENPORT & COMPANY

Davenport Public Finance
One James Center
901 East Cary Street, Suite 1100
Richmond, VA 23219

Attachment A

Compensation

I. Advisory & Consulting Services and Non-Transaction Related Services:

- Strategic Financial Advisory Services and Non-transaction Related Services that are not directly related to a completed financing would be based on hourly rates. Hourly charges would be payable after the service was performed to the County's satisfaction. Hourly rates would escalate at 3% per year for the term of the agreement. As a basis for this arrangement, the table below details our current hourly rates for professional services. Further, as agreed upon by the County and the Financial Advisor, these fees can be incorporated into the Transaction Related fees addressed below.

Personnel Classification	Hourly Rate
Senior Vice President	$275
Vice President	$250
Associate Vice President	$225
Analyst/Associate	$200

II. Transaction Related Services:

- Davenport would propose transaction fees based upon the par amount for all debt issued, with the per thousand fee ranging between $1.00 and $3.00 depending upon the complexity of the transaction and the advisory services required, subject to a $30,000 minimum per issue. In addition, Davenport proposes incremental charges for the following transactions due to the additional work required:
  1) Refunding transaction up-charge: $20,000
  2) Bond rating up-charge: $20,000

III. Special Projects:

- The County and Davenport may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that either involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the contract, or, that involves the bidding of a refunding escrow investment portfolio or some other investment agreement, a stimulus act-related financing (e.g. BAB's, RZEDB's, QSCBs, RZFB's), USDA/RD debt, a Public Private Partnership Financing (e.g. Tax Increment Financing, Special Assessment District Financing, Privatization Financing Arrangements) or a Utility System Revenue Bond offering. In any of these events, the County and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation.

IV. Reimbursement for Fee and Out-of-Pocket Expenses:

- Reasonable and necessary direct out-of-pocket expenses (meals, mileage, and lodging) incurred by Davenport shall be billed to the County, annually in arrears, at cost. In addition, the County shall pay four percent (4%) of the fee amount for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

CONTRACT FOR FINANCIAL ADVISORY SERVICES

THIS CONTRACT FOR FINANCIAL ADVISORY SERVICES (hereinafter the "Contract") is made and entered into this 28th day of December, 2015, by and between THE COUNTY OF WARREN, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter called the "County"), and DAVENPORT & COMPANY, LLC (hereinafter called the "Service Provider").

WITNESSETH:

WHEREAS, pursuant to the Virginia Public Procurement Act, Dinwiddie County solicited proposals to provide financial advisory services; and

WHEREAS, the Service Provider submitted a proposal consistent with the specifications in the Request for Proposals; and

WHEREAS, the Service Provider was selected by Dinwiddie County for having the best proposal; and

WHEREAS, there is language in the Request for Proposals which allows other localities to use the resultant contract which is allowed under the cooperative procurement regulations in the Virginia Code.

WHEREAS, the County desires to use the Service Provider to provide financial advisory services, according to the specifications in the Request for Proposals.

NOW THEREFORE, in consideration of the mutual benefits, promises and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to be the parties to this Contract.

1. **Incorporation by Reference**. The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (i) the Contract; (ii) the Request for Proposals #15-091115 including all addenda; and (iii) the Service Provider's proposal dated October 2, 2015. This

procurement is governed by the Virginia Public Procurement Act, and all terms and conditions of the Act are hereby adopted and incorporated by reference herein.

2. **Term of Contract.** The term of the Contract shall be for one (1) year, with the option of renewal by the County under the same terms and conditions for up to nine (9) additional years upon thirty (30) days written notice, and upon written mutual agreement between the County and the Service Provider. The Contract and any renewal terms are subject to the availability of funds and annual appropriations by the Board of Supervisors.

3. **Costs.** The Service Provider agrees to perform all work for the hourly rates and transaction fees as listed on Attachment "A." Price increases, if any, shall not exceed 3% per year and shall be negotiated before the start of each renewal term. The Service Provider shall furnish an invoice to the County for the Services once rendered. The County shall forward a check to the Service Provider at the mailing address indicated below within forty-five (45) days of the receipt of such invoice.

4. **Notices.** Any notices required shall be in writing and shall be deemed received five (5) days after mailing in the U.S. Mail with postage prepaid at the addresses set forth below or upon actual receipt.

Notice to the County:

Douglas P. Stanley
County Administrator
220 N. Commerce Avenue, Suite 100
Front Royal, Virginia 22630
(540) 636-4600
dstanley@warrencountyva.net

Notice to the Service Provider

Edward F. Cole, III
Davenport & Company, LLC
901 East Cary Street, Suite 1100
Richmond, Virginia 23219
(804) 697-2907
tcole@investdavenport.com

5. **Licenses and Permits.** Service Provider agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in the Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of the Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of the Contract.

6. **Independent Contractor.** Service Provider understands and agrees that the relationship of service provider to the County arising out of the Contract shall be that of independent contractor. It is understood that the Service Provider, or its staff and employees, are not employees of the County and are, therefore, not entitled to any benefits provided employees of the County. Service Provider shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

7. **Non-Discrimination.** During the performance of the Contract, Service Provider agrees that Service Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Service Provider. Service Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Service Provider in all solicitations or advertisements for employees placed by or on behalf of Service Provider will state that Service Provider is an equal opportunity employer. Service Provider will include the provisions of this paragraph in every sub-contract or purchase order of over $10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. The County of Warren does not discriminate against faith-based organizations.

8. **Compliance with immigration laws.** The Service Provider agrees and represents that it does not now, nor will it during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. **Service Provider authorized to transact business in Virginia.** During the performance of the Contract, the Service Provider agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so

required by Title 13.1 0r Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

10. **Drug-free Workplace.** During the performance of the Contract, the Service Provider agrees to (i) provide a drug-free workplace for the Service Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **Insurance and Amount of Insurance Required.**

General Liability:	$1,000,000
Automobile Insurance:	$1,000,000
Workers Comp:	**Virginia statutory requirements**

All policies must name the County as an Additional Insured, and must contain provisions preventing cancellation, non-renewal or expiration unless written Notice is given to the County at least 30 days in advance.

12. **Enforcement.** The Contract shall be governed by the laws of the State of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of the Contract shall be filed in the courts of Warren County, Virginia.

13. **Severability.** Each paragraph and provision of the Contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

14. **Non-Assignability.** Service Provider understands that the Contract is a contract with the personal services of Service Provider and that it is made by the County in reliance on Service Provider's personal skills and knowledge in the activity to be conducted and as represented by Service Provider. Accordingly, the Contract is non-assignable by Service Provider without the express written advance permission of the County.

15. **Indemnification.** The Service Provider agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the Service Provider, provided that such liability is not attributable to the sole negligence of the County.

16. **Entire Contract.** The Contract constitutes the entire agreement between the parties pertaining to the subject matter of the Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed the Contract as the day and year first above written.

(SEAL)
COUNTY OF WARREN, VIRGINIA

Attest: _____

Type Name: Amber Maricle

Title: Admin. Asst.

Date: 12/31/15

Attest: _____

Type Name: [illegible]

Title: County Administrator

Date: 12312015

(SEAL)
DAVENPORT & COMPANY, LLC

BY: _____

Type Name: Edward F. Cole, III

Title: Senior Vice President

Date: 12/28/2015

Attest: _____

Type Name: R. T. Taylor

Title: Associate Vice President

Date: 12/28/2015

APPROVED AS TO FORM:

_____
DAN N. WHITTEN,
ASSISTANT COUNTY ATTORNEY

DAVENPORT & COMPANY

Davenport Public Finance
One James Center
901 East Cary Street, Suite 1100
Richmond, VA 23219

Attachment A

Compensation

I. Advisory & Consulting Services and Non-Transaction Related Services:

- Strategic Financial Advisory Services and Non-transaction Related Services that are not directly related to a completed financing would be based on hourly rates. Hourly charges would be payable after the service was performed to the County's satisfaction. Hourly rates would escalate at 3% per year for the term of the agreement. As a basis for this arrangement, the table below details our current hourly rates for professional services. Further, as agreed upon by the County and the Financial Advisor, these fees can be incorporated into the Transaction Related fees addressed below.

Personnel Classification	Hourly Rate
Senior Vice President	$275
Vice President	$250
Associate Vice President	$225
Analyst/Associate	$200

II. Transaction Related Services:

- Davenport would propose transaction fees based upon the par amount for all debt issued, with the per thousand fee ranging between $1.00 and $3.00 depending upon the complexity of the transaction and the advisory services required, subject to a $30,000 minimum per issue. In addition, Davenport proposes incremental charges for the following transactions due to the additional work required:
  1) Refunding transaction up-charge: $20,000
  2) Bond rating up-charge: $20,000

III. Special Projects:

- The County and Davenport may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that either involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the contract, or, that involves the bidding of a refunding escrow investment portfolio or some other investment agreement, a stimulus act-related financing (e.g. BAB's, RZEDB's, QSCBs, RZFB's), USDA/RD debt, a Public Private Partnership Financing (e.g. Tax Increment Financing, Special Assessment District Financing, Privatization Financing Arrangements) or a Utility System Revenue Bond offering. In any of these events, the County and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation.

IV. Reimbursement for Fee and Out-of-Pocket Expenses:

- Reasonable and necessary direct out-of-pocket expenses (meals, mileage, and lodging) incurred by Davenport shall be billed to the County, annually in arrears, at cost. In addition, the County shall pay four percent (4%) of the fee amount for indirect expenses such as conference calls, printing, binding, postage and other incidental expenses.

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600
FAX: (540) 636-6066
Email: dstanley@warrencountyva.net

Douglas P. Stanley
County Administrator

BOARD OF SUPERVISORS

*****

CHAIRMAN
Richard H. Traczyk
Shenandoah District

VICE-CHAIR
Linda P. Glavis
South River District

Tony F. Carter
Happy Creek District

Archie A. Fox
Fork District

Daniel J. Murray, Jr.
North River District

MEMO TO: Dan N. Whitten, Assistant County Attorney

FROM: Janice C. Standridge, Deputy Clerk of the Board

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Annual Term Contracts

DATE: December 11, 2015

This is to confirm that the Warren County Board of Supervisors, at its regular meeting of December 8, 2015, took the following actions:

- Approved the amendment to the annual term contract with Frederick Andreae Architects to provide architectural services for an additional one-year period from December 10, 2015 to December 9, 2016.
- Approved the amendment to the annual term contract with Land Planning & Design Associates to provide architectural services for an additional one-year period from December 14, 2015 to December 13, 2016.
- Approved the amendment to the annual term contract with Pennoni Associates to provide engineering services for an additional one-year period from December 14, 2015 to December 13, 2016.
- Approved and authorized the County Administrator to sign an annual term contract with Davenport & Company, LLC to provide financial advisory services for a one-year period from December 9, 2015 to December 8, 2016.

RECEIVED
OFFICE OF COUNTY ATTORNEY

DEC 14 2015

WARREN COUNTY
VIRGINIA

COUNTY OF WARREN, VIRGINIA
BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE
12/8/2015		Financial Advisory Services Annual Term Contract with Davenport & Company, LLC	1

EXPLANATION & SUMMARY:

The County of Dinwiddie issued a request for proposals (RFP), due October 2, 2015, for financial advisory services. There is language in the RFP which allows other localities to use the resultant contract which is allowed under the cooperative procurement regulations in the Virginia Code. The County of Dinwiddie entered into the attached agreement with Davenport & Company, LLC for the period of October 20, 2015 through October 19, 2016. The agreement allows for the option of automatic renewal for up to nine (9) additional years.

The request is for the Board of Supervisors to approve and authorize the County Administrator to sign an agreement with Davenport & Company, LLC for the period of December 9, 2015 to December 8, 2016 for financial advisory services. Warren County would have the option to renew the contract for additional years.

The hourly rates for the financial advisory services provided by Davenport & Company, LLC will not change from the current rates.

Warren County has utilized the financial advisory services of Davenport & Company, LCC since 2003. In recent years, the County has engaged Davenport & Company, LLC to provide financial advisory services for projects such as the Leach Run Parkway, 2nd Middle School, and Health & Human Services Complex.

CONSENT AGENDA MOTION:

1) I move that the Board of Supervisors approve and authorize the County Administrator to sign an annual term contract with Davenport & Company, LLC to provide financial advisory services for a one year period from December 9, 2015 to December 8, 2016.

ALTERNATIVE MOTIONS:

1) I move that the Board of Supervisors not approve and not authorize the County Administrator to sign an annual term contract with Davenport & Company, LLC to provide financial advisory services for a one year period from December 9, 2015 to December 8, 2016.

OR

2) I move that the Board of Supervisors table the request until _____ for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD:	PROCESSED BY:
Dan Whitten, Assistant County Attorney	☐ APPROVED ☐ OTHER (Describe)	

CONTRACT

DINWIDDIE COUNTY
FINANCIAL ADVISOR

The Agreement is made this 20th day of October 2015, by and between **Davenport & Company, LLC**, of 901 East Cary Street, Suite 1100, Richmond, Virginia 23219 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide financial advisory services; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best proposal; and

WHEREAS, County has selected Contractor to provide financial advisory services, according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 15-091115 including any addenda and (3) Contractor's proposal dated October 2, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.

2. **Term of Contract.** The term of this contract shall be for one (1) year period, with the option of automatic renewals under the terms, conditions and unit pricing of the original contract for up to nine (9) additional years, unless either party gives written notification to the other party ninety (90) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Contractor is not guaranteed any work under this contract and the County retains the right to hire other financial advisors.

3. **Costs.** Contractor agrees to perform all work for the hourly rates and transaction fees as listed on Page 29 of the Contractor's Proposal. Price increases, if any, shall not exceed 3% per year and shall be negotiated at time of renewal. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:	Notice to Contractor shall be made to:
W. Kevin Massengill	Edward F. Cole, III
County Administrator	Davenport & Company, LLC
P. O. Drawer 70	901 East Cary Street, Suite 1100
Dinwiddie, Virginia 23841	Richmond, Virginia 23219
(804) 469-4500	(804) 697-2907
accounting@dinwiddieva.us	tcole@investdavenport.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Quotations documents.

6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

County of Dinwiddie, Virginia

By: _____
W. Kevin Massengill
County Administrator

Attest: _____

Davenport & Company, LLC

By: _____

Title: Senior Vice President

Attest: _____

Approved as to form:

_____
Tyler Southall, County Attorney

Department Approval:

_____
Anne Howerton, Deputy County Administrator
Finance and General Services

COUNTY OF WARREN

County Administrator's Office
Warren County Government Center
220 North Commerce Avenue, Suite 100
Front Royal, Virginia 22630

Phone: (540) 636-4600
FAX: (540) 636-6066
Email: admin@warrencountyva.net

Douglas P. Stanley
County Administrator

Board of Supervisors

*****

Chairman
Archie A. Fox
Fork
District

Vice-Chairman
Linda P. Glavis
South River
District

Tony F. Carter
Happy Creek
District

Daniel J. Murray, Jr.
North River
District

Richard H. Traczyk
Shenandoah
District

MEMO TO: Carolyn W. Stimmel, Finance Director

FROM: Janice C. Standridge, Deputy Clerk of the Board

THRU: Douglas P. Stanley, County Administrator

SUBJECT: Contract for Financial Advisory Services

DATE: June 6, 2012

The Warren County Board of Supervisors, at its regular meeting of June 5, 2012, approved an agreement with Davenport & Company, LLC for the period of July 1, 2012 through June 30, 2013 for Financial Advisory Services as permitted in the Request for Proposal as issued by the County of Gloucester and the Board of Supervisors authorized the County Administrator to sign the agreement.

COUNTY OF WARREN, VIRGINIA

BOARD OF SUPERVISORS AGENDA ITEM

DATE	ITEM	SUBJECT:	PAGE 1 OF
06/05/2012	J-2	Request – Approval of Contract for Financial Advisory Services	

EXPLANATION & SUMMARY:

Attached is a request for proposals dated March 8, 2010, issued by the County of Gloucester for Financial Advisory Services. There is a Cooperative Agreement (Paragraph 27) which allows other public bodies to use the resultant contract. The County of Gloucester initially contracted with Davenport & Company, LLC, for the period July 1, 2010, through June 30, 2011. In June of 2011, the contract was renewed for the period of July 1, 2011 through June 30, 2012 in accordance with RFP and contract provisions.

This request is for the Board of Supervisors to approve and authorize the County Administrator to sign an agreement with Davenport & Company, LLC, for the period of July 1, 2012 through June 30, 2013 for Financial Advisory Services as permitted in the RFP as issued by the County of Gloucester. In accordance with this RFP, Warren County would have the option to renew the contract for up to two (2) additional one (1) year periods.

COST & FINANCING:

PROPOSED OR SUGGESTED MOTION:

I move that the Board of Supervisors approve and authorize the County Administrator to sign an agreement with Davenport & Company, LLC, for the period of July 1, 2012 through June 30, 2013 for Financial Advisory Services as permitted in the RFP as issued by the County of Gloucester.

OR

I move that the Board of Supervisors table action for further discussion.

SUBMITTED BY:	DISPOSITION OF BOARD: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY:
Carolyn Stimmel, Finance Director		

REQUEST FOR PROPOSALS

FINANCIAL ADVISORY SERVICES

RFP No: 10-016-BL
March 8, 2010

County of Gloucester
Central Purchasing Office
Building One – 1st Floor
6467 Main Street
Gloucester, VA 23061
Phone: (804) 693-1210 Fax: (804) 693-0061

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, Building One – 1st Floor, 6467 Main Street, Gloucester, Virginia 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

Scope of Work: The purpose of this RFP is to establish a multi-year term contract for financial advisory services for Gloucester County. It is anticipated that the initial contract term shall be for one (1) fiscal year, with the option to renew the contract for up to four (4) additional one (1) year periods.

Proposals Due: **March 31, 2010 by Close of Business**

Contract Officer: _____
Bill Lindsey, CPPO, C.P.M., blindsey@gloucesterva.info

ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Fed. Tax ID #): _____ Business License No._____ Jurisdiction:_____

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building One – 1st Floor, 6467 Main Street, Gloucester, VA at no charge. The RFP may also downloaded at www.gloucesterva.info/purch on the Central Purchasing website.

This service is being competitively offered due to the upcoming expiration of County's existing contract for Financial Advisory Services. The present provider for these services is Morgan Keegan and Company, Inc.

Inquiries regarding this solicitation should be directed to Bill Lindsey, CPPO, C.P.M., Purchasing Director, at E-Mail blindsey@gloucesterva.info.

GENERAL TERMS AND CONDITIONS

1. Governing Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).

2. Anti-Discrimination: By submitting their proposal, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over $10,000 the provisions in "a" and "b" below apply:

   a. During the performance of this contract, the Contractor agrees as follows:

      1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

      3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

   b. The Contractor will include the provisions of "1" above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each sub contractor or vendor.

3. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4. Immigration Reform And Control Act Of 1986: By submitting their proposal, offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).

5. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.

7. Mandatory Use of County Forms and Terms and Conditions: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the offer. Modification of or additions to any portion of the solicitation may be cause for rejection of the offer; however, the Purchasing Manager reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a offer as nonresponsive. As a precondition to its acceptance, the Purchasing Manager may, in his/her sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

8. Clarification of Terms/Addenda: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at www.gloucester.info/purch. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer.

9. Payment: A. Payment terms shall be Net 30 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).

10. Drug Free Workplace: 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 sub-contractor 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, the employees of who 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.

11. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 22-12 of the *Code of Gloucester County, Virginia.*

12. Precedence of Terms: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

13. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the

Offeror's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.

14. Late Proposals: To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.

15. Qualification of Offerors: The Purchasing Manager may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Purchasing Manager all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Manager further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Manager that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

16. Additional Information: The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Manager deems desirable. By submitting their bids, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by the County.

17. Evaluation and Award: Awards are made for bids to the lowest responsive and responsible bidder, unless "Best Value" is stated in the solicitation. Evaluation will be based on net prices. Unit prices, extension and grand totals must be shown. However, the Purchasing Manager reserves the right on multiple item procurements to make an award either in whole or in part, whichever is deemed in the best interest of Gloucester County. Proposals will be awarded based on the criteria so stated in the Request for Proposal. In case of arithmetical errors, the unit price shall govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Purchasing Manager reserves the right to reject any and all bids or proposals in whole or in part, to waive any informality, and to delete items prior to making an award. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia.* Offerors agree that decisions of the Purchasing Manager are final, and shall hold harmless the County, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a bid/proposal indicates acceptance of this condition.

18. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 22-60, *Code of the County of Gloucester, Virginia.* It may also be posted at: www.gloucesterva.info/purch/results.htm. The County will not mail award notices to unsuccessful offerors.

19. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Manager no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Manager shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 22-60, *Code of the County of Gloucester, Virginia.*

20. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

21. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Manager, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

22. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.

23. Cancellation of Contract: The Purchasing Manager reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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 cancellation.

24. Contractual Disputes: In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Manager. The Purchasing Manager shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Manager's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.

25. County Business License: If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All subContractors doing over $25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1 and *Code of the County of Gloucester, Virginia,* Chapter 5, Article V § 5.6, 5.7 thru 5.73, Chapter 10, Article I § 10-8.

26. Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

27. Cooperative Agreement: This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, VA acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors desiring to offer to other jurisdictions under this clause should so indicate in their response.

SPECIAL TERMS AND CONDITIONS

1. Criminal Background Check:

   (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Contractor contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee (in this case the Purchasing Manager is the designee), who must be a County employee, may require the Contractor's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Contractor contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.

   (b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Contractor contracting with any a County agency and applicants for County volunteer service where the anticipated duties or responsibilities of the employee or

volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of $2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.

(c) The County Administrator or designee may require a Contractor's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Contractor's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.

(d) The criminal history record information regarding such Contractor's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.

(e) As a condition of awarding a contract for the provision of services that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).

(f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial

2. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subContractors are involved, the subContractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subContractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Manager assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits Required for most Contracts:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - $100,000.

c. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)

e. Professional Liability/Errors and Omissions - $500,000 – per occurrence. (If required by the contract or Purchasing Manager.)

3. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act.* Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).

4. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.

5. Final Decision: Any proposing offeror agrees that the decisions of the Board of Supervisors/Gloucester County School Board and/or its designee (the Purchasing Manager) is final and shall hold the County/School Board, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.

6. Renewal of Contract: This contract may be renewed by the County for a period of four (4) additional successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. The Purchasing Manager reserves the right to extend any contract, after its final expiration date on an annual basis, if deemed by the Agent to be in the best interest of the County.

   A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

   B. If, during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the last twelve months for which statistics are available.

7. Questions: Questions about the bid or proposal are to be submitted in writing, referencing the proposal number, to the Contract Officer listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested offerors to communicate concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at www.gloucesterva.info/purch.htm. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of bids or offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.

SCOPE OF SERVICES

The purpose of this RFP is to establish a multi-year term contract for financial advisory services for Gloucester County. It is anticipated that the initial contract term shall be for one (1) fiscal year, with the option to renew the contract for up to four (4) additional one (1) year periods. Offerors are encouraged to provide relevant documentation demonstrating the ability and capacity of their firm to support the desired service.

The Financial Advisor shall, using its qualified staff members, provide the following financial advisory services, which may be required by Gloucester County and its related organizations (i.e. Board of Supervisors, School Board, Authorities, etc.) to accomplish the objectives of the service:

- Provide pertinent advice and counsel for the duration of this contract concerning developments in the financial community in general and municipal finance in particular, to enable Gloucester County and its related organizations to remain in the best possible financial posture.
- Provide additional research and advisory assistance as needed.

Provide advisory services relating to the issuance of debt, which may include:

- The issuance and administration of debt.
- Development of sound financial structures and credit ratings.
- Review Gloucester County's overall financial condition, legal requirements and fiscal policies, with particular emphasis on developing financial investment and debt policy guidelines and identifying funding sources for future capital improvement projects.
- Provision of debt affordability analysis and five-year operating budget model to permit matching of existing and proposed debt service requirement with available resources.
- Advice as to the marketing of debt, including the timing and method of sale.
- Assist in the preparation and development of all bond documents, and the presentation to the rating agencies and the municipal bond insurers, if applicable. It is understood by the parties hereto that primary responsibility for the above mentioned legal documents will rest with the Bond Counsel and, as such the Financial Advisor will not assume primary responsibility for initiating any legal documents unless otherwise requested to do so by the County. The Financial Advisor shall be responsible for reviewing documents, and attending sessions and presentations, as well as reviewing and providing financial comments upon documents as to form and content in order to best protect Gloucester County' interests in and all such documents and presentations. In the event of a public issuance, the Financial Advisor shall assist with the preparation of the preliminary and final Official Statements used in conjunction with the sale of bonds. Under either a public issuance or private placement, the Financial Advisor shall be responsible for coordinating all aspects of the Closing including the appropriate investment of proceeds (i.e., construction and reserve funds, if applicable).
- Assist the Board(s) in evaluating future capital project needs.

The Financial Advisor will not limit its services to those enumumerated or contemplated herein above; moreover, consistent with its role as Financial Advisor, the Financial Advisor shall assume other duties and responsibilities deemed appropriate or required by the County in order to assure that financing opportunities can be accomplished promptly and upon the most favorable or beneficial terms available.

PROPOSAL SUBMISSION REQUIREMENTS

Offerors should include as part of their proposal, the following information:

A. Introduction letter, signature page and addenda acknowledgement, if applicable.

B. A detailed narrative demonstrating the offeror's understanding of the financial advisory services needs of Gloucester County and the requirement for the highest quality program and the most effective cost. The Offeror should also describe in detail the business solution that is employed to manage this service and how the program offered meet the desired services of the County. This should include the various methods and approach utilized by the offeror to provide the financial advisory services requirements of Gloucester County and the advantages that would be received by entering into a contract with the firm.

C. A detailed description of the firm's experience for providing financial advisory services to their clients with particular emphasis towards the needs of local governmental programs.

D. Describe the qualifications and skills of the firm to and the staff in providing financial advisory services to their clients. At a minimum, this should include background information about the firm, management structure, related qualifications to perform the services, and the organizational structure.

E. References for clients that have contracts that are comparable to the financial advisory services needs expressed in this solicitation. References should include contacts where the offeror has provided the services within the last twelve (12) months. It is highly desirable that the references identify local and/or municipal government clients.

F. Offerors certification of compliance with the desired specifications of the proposal and the proposed pricing/fees for the particular services offered. Pricing is desired for any and all services offered by the Financial Advisor, whether or not it is for the basic services or for optional services not specifically called for in the proposal.

GENERAL REQUIREMENTS

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the County of Gloucester and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 22-18 (F) of the *Code of Gloucester County, Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

A. Demonstrated qualifications and capacity of the offeror. This will include: Years in business, service capabilities and experience of the firm in providing financial advisory services to municipal government. Verification of positive references with other clients will be considered in the evaluation process.

B. Demonstrated understanding and explanation of the various financial services offered as it relates to the desired outcomes as outlined in the scope of services.

C. Demonstrated capabilities of the offeror. This will include proactive business practices and philosophies of contractor to ensure the County is adequately advised in relation to its financial management program.

D. Past Performance and Related Experience. Offeror's must demonstrate their ability to perform the requested scope of work and provide pertinent examples of past performance relative to the scope of services specified. Submittal shall indicate quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients.

E. Proposed fee/costs/and/or rates associated with the offered financial advisory services..

EVALUATION PROCESS

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in § 22-52 of the *Code of Gloucester County, Virginia.* Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews may then be conducted with selected offerors. After interviews and negotiations have been completed, the County will select the offeror, which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the County determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

AWARD

Award shall be made to the responsible offer whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals per *§ 22-50 of the Code of Gloucester, Virginia.* The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest.

CONTRACT TERM

The initial contract term for the items shall be for one (1) year with the County's option to renew for four (4) additional one (1) year terms.

METHOD OF PAYMENT

The bidder will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after delivery and acceptance by the designated School and/or County representative. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an 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 offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made.

Please mark one:

( ) **No,** the submittal I have turned in does not contain any trade secrets and/or proprietary information.

( ) **Yes,** the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES,** please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

COUNTY OF GLOUCESTER
STANDARD CONTRACT

RFP No. 10-016-BL, Financial Advisory Services for Gloucester County

This Contract entered into this 22nd day of June, 2010, by Davenport & Company, LLC, 901 East Cary Street, Richmond, Virginia 23219, hereinafter called the "Contractor" and the County of Gloucester, hereinafter called the "County".

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

SCOPE OF WORK/SERVICES: The Contractor shall provide the County with the financial advisory services as set forth in the Contract Documents.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid per the rate structure identified in Attachment A. The County will only be liable for the payment of requested services upon receipt of an accurate invoice. Payment terms shall be Net 30 days.

PERIOD OF PERFORMANCE: From July 1, 2010 through June 30, 2011. The initial contract shall be for one (1) fiscal year, with the County's option to renew the contract for up to four (4) additional one (1) year periods.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the description or scope of work, and general conditions, special conditions, specifications, and other data contained that may be in solicitation No. 10-016-BL dated March 8, 2010, together with all written modifications thereof and the proposal submitted by the Contractor dated June 1, 2010, and modified by negotiations in writing on June 9, 2010, all of which are incorporated herein by reference.

COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS: The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR	COUNTY OF GLOUCESTER
By: _____	By: Bill Lindsey
Title: Senior Vice President	Title: Purchasing Manager
Date: June 21, 2010	Date: 06/22/2010

Business License No. 157443 – City of Richmond

Approved as to form Edwin M Wilmot 6-14-10
County Attorney Date

COUNTY OF GLOUCESTER
ATTACHMENT A
COMPENSATION

Financial Advisory Services

Sr. Vice President/1st Vice President	Vice President	Assoc. Vice President	Analyst/Associate
$225 per hour	$200 per hour	$150 per hour	$100 per hour

Specific Services

	< than $10 million	$10 million - $25 million	> than $25 million
Gen. Obligation Bond Issue	$20,000 firm	$25,000 firm	$30,000 firm
Lease Revenue Bond Issue	$20,000-$30,000*	$25,000-$35,000*	$30,000-$40,000*
VPSA Pool Issue	Hourly Rate	Hourly Rate	Hourly Rate
VPSA Bond Issue-Stand Alone	$20,000 firm	$25,000 firm	$30,000 firm
Utility System Revenue Bonds	$25,000-$35,000*	$30,000-$40,000*	$35,000-$45,000*

Special Projects

The County, in consultation with the Contractor, may deem certain activities of the Financial Advisor to constitute a Special Project. A Special Project is one that involves the professional resources of the Financial Advisor to a degree that is above and beyond the scope of services identified and provided under the Contract. In this event, the County and the Financial Advisor shall mutually negotiate a fair and equitable basis of compensation before initiation of the services.

Reimbursement of Expenses

All direct out-of-pocket expenses are billed at cost (e.g. travel, meals and lodging). These expenses shall be reasonable and shall not exceed IRS guidelines. Additionally, if billed, the County shall pay up to 4% of the Financial Advisory fee amount for incidental expenses such as computer time, telephone, printing, binding, and other indirect costs not allocable to individual engagements.

*Rate dependant on complexity and bond amount. County and Financial Advisor will establish a firm rate before initiation of services.

County of Gloucester
Central Purchasing Department
6467 Main Street
Gloucester, Virginia 23061
(804) 693-6235 V (804) 693-0061 F

June 17, 2011

Mr. Ted Cole, Senior Vice President
Davenport & Company, LLC
901 East Cary Street, 11th Floor
Richmond, Virginia 23219

Re: Gloucester County Contract

Dear Mr. Cole,

The Gloucester County Central Purchasing Department extends an offer to renew our contract for Financial Advisory Services which was the result of RFP 10-016-BL. The contract period for the renewal will be from July 1, 2011 to June 30, 2012. All terms and conditions of our contract will remain the same.

Please indicate below if you accept or reject the proposed contract renewal at the same rates. Please sign and date this letter and return to the Gloucester County Central Purchasing Department.

☑ Yes, I accept.

☐ No, I do not accept.

Signature

June 23, 2011
Date

Edward F. Cole III Senior Vice President
Printed Name & Title

Sincerely,

Bonnie Gail Holloman

Bonnie Gail Holloman, VCO
Buyer

E-1

The Budget Submission Deadline is December 16, 2020

FY 2021-2022 BUDGET PREPARATION
PARTNER AGENCY DOCUMENTATION FORM

RETURN TO: FINANCE DEPARTMENT
c/o shayes@warrencountyva.net
Budget Submission Deadline is December 16, 2020

Agency:	Samuels Public Library	**Contact Person:**	Michelle Ross
Address:	330 E. Criser Road, Front Royal, VA		
Telephone:	540-635-3153 ext 110	**Facsimile:**	540-635-5653
Date:	12/10/2020	**E-mail Address:**	mross@samuelslibrary.net

TOTAL FUNDING AMOUNT REQUESTED: $ 1,121,362.00

Department Description: Please provide an overview of the agency's responsibilities. This description should include functions and responsibilities of the agency.

Samuels Public Library (SPL) provides a collection of over 1,000,000 materials. This includes: physical books, audiobooks on CD, DVDs, print periodicals, microfilm, research databases, ebooks, downloadable audiobooks, streaming video, downloadable & streaming music, digital magazines, and other online services. This is a large increase in offerings over the previous year due to the addition of Hoopla, a digital media library service.

SPL provides public computers with high-speed internet access and office software. Wireless internet is freely available throughout the building and most of the parking lot. A computer teaching lab, local history room, scanner, printers, fax machine, and copier are also available for public use.

SPL staff provide 1:1 assistance to patrons with technology, notary services, reference, and reader's advisory.

SPL Children's Reference Staff teach pre-literacy programs to babies, preschoolers, and new parents. SPL Children's Reference Staff provide literacy and STEM programs for school-aged children and teens. SPL Staff, Friends of Samuels Library (FOSL), and Volunteers provide informational, educational, and cultural programs for all ages.

SPL Adult Reference Staff teach computer and media literacy skills to adults with a multitude of electronic devices: personal computers and laptops, tablets, smartphones, e-readers, etc...

SPL Adult Reference Staff collaborate with FOSL to provide cultural, educational, informational, and recreational programs for adults. SPL works with Lord Fairfax Community College to offer GED and ESL classes. SPL also partners with Valley Health to provide health education classes and materials. SPL staff coordinate with community agencies, non-profits, service clubs, local businesses and other local organizations to provide additional programming.

SPL provides online genealogical and legal resources.

SPL staff provide books, computers, digital resources, and information to help all Warren County citizens with their own self-directed education.

Service Levels: Please provide workload items of a regular nature (i.e. daily, weekly, regular annual) that are the responsibility of the agency. These items include activities that consume a major portion of the agency's budget; are critical to the success of the agency's mission; have a significant focus on citizens/customers, etc. Also, please provide a brief description of all service areas and the unduplicated number of Warren County residents you served in the previous fiscal year in each service area.

SPL provided a safe, open public building that was staffed 54 hours a week by 17.5 FTE staff. 131,904 people visited the library in the last fiscal year. Staff selected and processed, with volunteer assistance, 11,693 new or donated physical items into the collection and removed 10,369 outdated or worn materials.

SPL Staff assisted patrons as they logged 16,234 computer sessions and 13,497 wireless internet sessions. The library website was visited 97,709 times in the last fiscal year and library databases were used 202,066 times.

SPL Staff provided notary service to 300 people, proctored 42 tests, answered 17,484 reference questions, and provided 3,800 1:1 training sessions.

SPL Circulation Staff checked out over 300,143 items to 23,386 cardholders (1,462 of which were new to the library).

SPL Adult & Children's Reference Staff provided 640 library programs last fiscal year with 28,950 participants. Of those, 74 were off-site visits to community agencies with a total attendance of 1721. Library meeting rooms were used by outside groups 831 times with an estimated attendance of 7,899 people.

Internal IT Staff maintained 95 computers and servers for staff and public use.

Staff update and maintain the Library's website and social media pages. SPL Staff regularly sends event & service updates to the Chamber of Commerce and local media outlets.

Staff scheduled, coordinated, and trained 50 teen and 67 adult community volunteers. Teen volunteers provided 2,008 hours of service and adult volunteers provided 5,239 hours of service in the last fiscal year.

Due to the COVID-19 pandemic, SPL temporarily closed on March 16, 2020. SPL staff quickly devised a plan to safely deliver services. On April 27, 2020 SPL was the first library in the region to begin curbside service. On June 18, 2020 SPL opened its building to public by appointment and on June 29, 2020 opened the building without appointments and fully restored operational hours. Furniture and computers were physically distanced and public meeting rooms remained closed. All returns were quarantined based on the REALM Study completed by OCLC and Batelle. From April - June, SPL staff provided curbside service 1,651 times and checked out 10,411 items. During that time period SPL staff also offered 72 virtual programs, gave out 188 craft kits to help keep patrons engaged while remaining safer at home, and made 165 comfort calls to vulernable patrons. During the closure, SPL staff painted the library and completed an inventory so patrons would have an improved library upon reopening.

Goals and Objectives: Please provide workload items that are not of a day-to-day nature. Examples include certifications and/or awards the agency plans to attain, educational training (including continuing education), and significant projects the agency plans to undertake.

Help narrow the digital divide in Warren County through a laptop and wi-fi hotspot lending program.

Visit Warren County Schools and partner with local educators to ensure all children have access to library materials.

Serve as a registration site for Warren County Coalition's HALO Read initiative in partnership with the Dolly Parton Imagination Library.

Increase outreach to rural areas of the county.

Explore and trial new services to ensure the library maintains a cutting-edge collection for Warren County citizens.

Develop new community partnerships and maintain collaborations with area agencies, like Lord Fairfax Community College with resume and career workshops; and, Valley Health with new medical resources and educational programs.

Continue and grow our annual programs: 1,000 Books Before Kindergarten (children), Annual Holiday Writing Contest (children and teens), Summer Reading (all ages), Winter Reading (all ages), and SamiCon (all ages).

Provide books for local mini-kiosk libraries and drop-off collections for social service centers throughout the county.

Raise monies through our annual Taste for Books event, development, annual appeal letters, grant opportunities, and other fundraisers.

Work with the Chamber of Commerce to provide resources for local businesses.

Grow staff skills through webinars, conferences, Library of Virginia seminars, in-house training, and other continuing education avenues.

Continue offering curbside service and virtual programs after the COVID-19 pandemic subsides.

Justification (Increases): The agency should provide adequate justification for the request. What percentage of your total budget is used for administrative expenses?

- Staff Salaries – Requesting to increase salaries so staff are in line with the County pay scale. It is difficult to retain and attract quality library assistants when salaries aren't competitive with Target, Wal-Mart, Starbucks, and other local companies.
- Books & Related Items – New databases & materials were added to address patron needs during COVID-19 pandemic.
- Library Technology – Increased technology costs due to 3-year contract renewal with I Prism/Edgewave and enhanced technology services to address COVID-19-related needs.
- Expenditures have decreased in Building Maintenance, Office Expenses, and Automation Systems.

- Reduction in local funding could result in the loss of State Aid from the Library of Virginia.
- Approximately 12% of the budget is used for administrative expenses.

All Budget Requests MUST include a copy of your agency's budget and most recent audit.

SAMUELS PUBLIC LIBRARY
OPERATING BUDGET FOR FY2022

Income:				
	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022
Warren County	$973,681.66	$983,418.48	$1,012,859.12	$1,121,362.00
Warren County Medical Supplement	$5,451.92	$9,771.92	$0.00	$0.00
State Aid	$150,664.00	$158,945.00	$156,913.00	$164,000.00
Fines and Copier	$38,000.00	$38,500.00	$38,000.00	$27,000.00
Donations	$5,500.00	$5,500.00	$5,500.00	$4,000.00
FOSL Donations	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Children's Program Donations	$6,500.00	$6,500.00	$6,500.00	$5,000.00
Adult Program Donations	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Amazon & Book Sales	$2,500.00	$2,750.00	$2,500.00	$2,000.00
Replacement Costs	$7,500.00	$7,000.00	$7,000.00	$6,500.00
Interest/Misc	$5,500.00	$6,000.00	$7,000.00	$4,000.00
USAC E-Rate Reimbursement	$4,000.00	$5,000.00	$5,000.00	$2,500.00
Reserve Fund Transfer	$6,500.00	$6,500.00	$6,500.00	$6,500.00
$3,000 for Development & $3,500 for Community Outreach				
Funding for Extra 2% Increase from TFB FY19		$15,816.23	$0.00	$0.00
Total Income	$1,211,797.58	$1,251,701.63	$1,253,772.12	$1,348,862.00

Expenditures:				
	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022
Salaries/Payroll Items	$822,836.08	$863,019.12	$878,570.00	$959,872.00
Books/Related Items	$144,761.30	$144,895.71	$143,265.32	$167,550.00
Buildings/Ground/ Maintenance Related	$134,036.80	$141,936.80	$137,936.80	$122,000.00
Office Expenses	$39,700.00	$39,550.00	$39,700.00	$37,500.00
Library Technology	$45,411.48	$42,800.00	$42,800.00	$50,690.00
Automated Systems	$19,600.00	$19,500.00	$11,500.00	$11,250.00
Total Expenditures	$1,206,345.66	$1,251,701.63	$1,253,772.12	$1,348,862.00

SAMUELS PUBLIC LIBRARY
OPERATION BUDGET FOR FY 2022

Salaries & Payroll	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022	Percent Change
Employee Salaries (1)	$644,236.08	$670,000.00	$683,400.00	$755,662.00	10.6%
Social Security (1)	$49,500.00	$49,870.00	$52,300.00	$57,810.00	10.5%
Unemployment Ins. (1)	$600.00	$1,200.00	$1,200.00	$1,400.00	16.7%
Medical/Dental Ins.	$88,000.00	$98,949.12	$97,000.00	$97,000.00	0.0%
Travel/Memberships	$7,000.00	$7,000.00	$7,500.00	$8,000.00	6.7%
Development Expenses (2)	$3,000.00	$3,000.00	$3,000.00	$3,000.00	0.0%
Retirement Funding (1)	$30,500.00	$33,000.00	$34,170.00	$37,000.00	8.3%
Total Salaries	$822,836.08	$863,019.12	$878,570.00	$959,872.00	9.3%

Books & Related	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022	Percent Change
Books/Materials	$91,490.20	$92,000.00	$92,000.00	$98,000.00	6.5%
Internet Charges	$6,500.00	$6,500.00	$6,500.00	$6,500.00	0.0%
Database Subscriptions (3)	$12,000.00	$13,000.00	$13,000.00	$29,600.00	127.7%
Newspapers/Magazines	$8,325.00	$7,200.00	$7,200.00	$7,200.00	0.0%
Library Srvcs/Supplies	$11,550.00	$11,250.00	$10,250.00	$10,250.00	0.0%
Special Projects (4)	$3,896.10	$3,945.71	$3,315.32	$5,000.00	50.8%
Community Outreach (5)	$3,500.00	$3,500.00	$3,500.00	$3,500.00	0.0%
Children's Programs	$6,500.00	$6,500.00	$6,500.00	$6,500.00	0.0%
Adult Programs	$1,000.00	$1,000.00	$1,000.00	$1,000.00	0.0%
Total Books	$144,761.30	$144,895.71	$143,265.32	$167,550.00	17.0%

(1) Employee Salaries - Adopts 10-2019 Revised Salary Scale
(1) Social Security - increase tied to adoption of new Salary Scale
(1) Unemployment Insurance - increase tied to adoption of new Salary Scale
(1) Retirement Funding - increase tied to adoption of new Salary Scale

(2) Development Expenses - cost of mailings, donor recognition, etc. - funded through a reserve fund transfer

(3) Databases - Additions of new databases in response to COVID-19 and the need for more online resources for all ages, with a major focus on assisting Warren County Public School students with tutoring and online books and reference resources.

(4) Special Projects - this covers staff development day and the volunteer appreciation evening

(5) Community Outreach - these expenses involve activites in which the library reaches out to the community to raise awareness about library services, etc. (ie, National Library Card Sign-up month, Samicon, Christmas Parade, New Teachers event). A Reserve Fund transfer is used to cover this expense line. Any expenses in excess of this are covered by donations.

SAMUELS PUBLIC LIBRARY
OPERATION BUDGET FOR FY 2022

Building/Grounds (1)							
	Budget	Budget	Budget	Budget	Percent		
	FY2019	FY2020	FY2021	FY2022	Change		
Contractual Services	$13,000.00	$19,000.00	$14,500.00	$14,500.00	0.0%		
Supplies/Maint.	$8,500.00	$8,500.00	$9,000.00	$9,000.00	0.0%		
Building Maintenance	$17,600.00	$17,000.00	$17,000.00	$17,000.00	0.0%		
Insurance (1)	$7,000.00	$7,000.00	$7,000.00	$5,000.00	-28.6%		
Utilities	$74,000.00	$76,500.00	$76,500.00	$76,500.00	0.0%		
HVAC Controls Loan (2)	$13,936.80	$13,936.80	$13,936.80	$0.00	-100.0%		
Total Building	$134,036.80	$141,936.80	$137,936.80	$122,000.00	-11.6%		

Office Expense Items (2)							
	Budget	Budget	Budget	Budget	Percent		
	FY2019	FY2020	FY2021	FY2022	Change		
Postage	$3,000.00	$2,500.00	$2,250.00	$2,000.00	-11.1%		
Telephone (3)	$7,750.00	$7,750.00	$8,200.00	$6,000.00	-26.8%		
Office Supplies	$8,500.00	$8,500.00	$8,000.00	$8,000.00	0.0%		
PR & Advertising	$1,600.00	$1,500.00	$1,250.00	$1,250.00	0.0%		
Copier Expense	$9,100.00	$9,500.00	$10,000.00	$10,000.00	0.0%		
Audit	$9,750.00	$9,800.00	$10,000.00	$10,250.00	2.5%		
Total Office Expense	$39,700.00	$39,550.00	$39,700.00	$37,500.00	-5.5%		

1 - new insurance company
2 - loan paid in full in FY2021
3 - new phone system - VOIP

SAMUELS PUBLIC LIBRARY
OPERATION BUDGET FOR FY2022

Library Technology Maintenance Costs						
	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022	Percent Change	
Staff Computers	$5,000.00	$5,000.00	$5,000.00	$5,000.00	0.0%	
Public Computers	$7,500.00	$7,500.00	$7,500.00	$7,500.00	0.0%	
Computer Lab	$2,500.00	$2,500.00	$2,500.00	$2,500.00	0.0%	
RFID (collection security/self check out)	$12,500.00	$13,500.00	$13,500.00	$13,750.00	1.9%	
SAMS (public internet control/schedule software)	$3,500.00	$3,700.00	$3,700.00	$3,000.00	-18.9%	
Sensource Digital People Counter		$300.00	$300.00	$340.00	13.3%	
Web Calendar	$3,265.00	$2,000.00	$2,000.00	$2,000.00	0.0%	
Reading Program Software		$1,500.00	$1,500.00	$1,500.00	0.0%	
Capira Mobile (1) (new mobile app for accessing the library)			$0.00	$1,800.00	100.0%	
Talking Tech (patron notification service)	$2,750.00	$2,800.00	$2,800.00	$2,800.00	0.0%	
I Prism/Edgewave (2) (internet filter)	$3,396.48	$0.00	$0.00	$5,500.00	0.0%	
Firewall Contract (2)	$5,000.00	$4,000.00	$4,000.00	$5,000.00	25.0%	
Total Lib Tech	$45,411.48	$42,800.00	$42,800.00	$50,690.00	18.4%	

(1) Capira Mobile - mobile app to improve acces to the library's online resources (especially during COVID-19)

(2) Iprism/Edgewave - contract was paid in advance for multiple years in FY19, and will expire at the beginning of FY2022. Amount is based on a quote for three years

(3) Firewall - increase directly related to rollout of new mobile app and databases in response to COVID-19 and the communities changing needs

Automated Systems						
	Budget FY2019	Budget FY2020	Budget FY2021	Budget FY2022	Percent Change	
Library Automation Maintenance Fees (1)	$19,600.00	$19,500.00	$11,500.00	$11,250.00	-2.2%	
Total Automated	$19,600.00	$19,500.00	$11,500.00	$11,250.00	-2.2%	

(1) Library Automation - Based on past 2 year actuals

DEPARTMENT:
Samuels Public Library

COUNTY OF WARREN

FORM B

CAPITAL OUTLAY REQUEST FORM

FOR FY 2021-2022

ITEM REQUESTED	AMOUNT REQUESTED			JUSTIFICATION / REMARKS
	County	Other	Total	
Flooring	$221,383.04		$221,383.04	Replacement for worn flooring.

December 28, 2020

FY2020 Employee Salary and Length of Service Info.

Current Grade	Full Time Employees	Years of Service	FY 2021 Salary
15	Ashby, M.	15.5	$58,117.17
5	Furr, Danielle	7.5	$30,600.00
24	Grady, Mary E.	19.0	$74,394.86
5	Moya, Erly	7.5	$29,070.00
13	Harrison, Cheryl L.	22.5	$50,114.24
3	Hibl, Maria	4.3	$26,626.08
5	Jacob, Kathy	13.6	$29,995.83
15	Rooney, Erin	5.0	$46,334.55
27	Ross, Michelle	0.4	$75,000.00
8	Sayres, Jessica	12.5	$38,396.30
5	Waller, Whitney	2.2	$30,450.83

Current Grade	Part Time Employees	Years of Service	FY 2021 Hourly Rate
5	Dillon, Cameron	1.0	$11.95
3	Gillespie, Rebecca	0.5	$10.62
2	Eugene Keckley	1.5	$11.22
3	Heselton, Brenda	4.5	$12.75
3	Leckliter, Kaitlyn	0.2	$10.62
5	LoPreto, Patricia	1.5	$11.95
5	May, Sarah	0.9	$11.95
5	McHugh, Patrice	6.5	$13.45
13	Mullinax, Melanie	0.7	$25.50
5	Norman, Sandra	5.7	$13.53
3	Toler, Dane	6.0	$12.50

SAMUELS LIBRARY, INC.

Front Royal, Virginia

FINANCIAL REPORT

June 30, 2020

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YHB CPAs & Consultants

50 South Cameron St.
Winchester, VA 22601

540.662.3417
YHBcpa.com
540.662.4211

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Samuels Library, Inc.
Front Royal, Virginia

Report on the Financial Statements

We have audited the accompanying financial statements of Samuels Library, Inc. ("the Library"), which comprise the statements of financial position as of June 30, 2020 and 2019, the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Library's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Samuels Library, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Yount, Hyde & Barbour, P.C.

Winchester, Virginia
October 26, 2020

SAMUELS LIBRARY, INC.

Statements of Financial Position
June 30, 2020 and 2019

Assets	**2020**	**2019**
Cash and cash equivalents	$ 250,709	$ 177,449
Accounts receivable	175	175
Prepaid expense	--	7,754
Investments	717,474	739,289
Land, buildings and equipment, net	276,744	322,550
Total assets	$ 1,245,102	$ 1,247,217
Liabilities and Net Assets		
Current Liabilities		
Accounts payable and accrued expenses	$ 39,838	$ 31,474
Capital lease payable, current portion	7,027	6,286
Note payable, current maturities	1,150	13,661
Total current liabilities	$ 48,015	$ 51,421
Long-Term Liabilities		
Capital lease payable, net of current portion	$ 12,917	$ 19,944
Note payable, net of current maturities	--	2,293
Paycheck Protection Program note payable	138,700	--
Total long-term liabilities	$ 151,617	$ 22,237
Total liabilities	$ 199,632	$ 73,658
Net Assets		
Without donor restrictions	$ 1,045,470	$ 1,164,997
With donor restrictions	--	8,562
Total net assets	$ 1,045,470	$ 1,173,559
Total liabilities and net assets	$ 1,245,102	$ 1,247,217

See Notes to Financial Statements.

SAMUELS LIBRARY, INC.

Statement of Activities
For the Year Ended June 30, 2020

	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and Other Support			
Warren County	$ 991,758	$ --	$ 991,758
Virginia State Aid	158,945	--	158,945
The Friends of Samuels Public Library	21,960	--	21,960
Fundraising, net of direct expenses of $4,942	23,504	--	23,504
Private gifts and grants	29,639	--	29,639
Fines and copier revenue	26,986	--	26,986
(Loss) on disposal of fixed assets	--	--	--
Miscellaneous fees	20,830	--	20,830
Investment income, net	3,760	--	3,760
Total revenues and other support before releases	$ 1,277,382	$ --	$ 1,277,382
Net assets released from restriction	8,562	(8,562)	--
Total revenues and other support	$ 1,285,944	$ (8,562)	$ 1,277,382
Expenses			
Automated systems	$ 24,027	$ --	$ 24,027
Book-related costs	19,601	--	19,601
Books, cassettes, and videos	107,381	--	107,381
Children and adult programs	13,670	--	13,670
Computer hardware and software supplies	21,309	--	21,309
Depreciation	49,222	--	49,222
Insurance	2,921	--	2,921
Interest	1,014	--	1,014
Maintenance service and supplies	66,508	--	66,508
Office equipment and maintenance	52,784	--	52,784
Office expense	14,612	--	14,612
Other expense	60,000	--	60,000
Salaries	697,987	--	697,987
Subscriptions	9,403	--	9,403
Taxes and benefits	180,507	--	180,507
Utilities	84,525	--	84,525
Total expenses	$ 1,405,471	$ --	$ 1,405,471
Change in net assets	$ (119,527)	$ (8,562)	$ (128,089)
Net assets, beginning of year	$ 1,164,997	$ 8,562	$ 1,173,559
Net assets, end of year	$ 1,045,470	$ --	$ 1,045,470

See Notes to Financial Statements.

SAMUELS LIBRARY, INC.

Statement of Activities
For the Year Ended June 30, 2019

	2019		
	Without Donor Restrictions	With Donor Restrictions	Totals
Revenues and Other Support			
Warren County	$ 979,134	$ --	$ 979,134
Virginia State Aid	151,560	--	151,560
The Friends of Samuels Public Library	18,405	--	18,405
Fundraising, less direct expenses of $3,929	31,416	--	31,416
Private gifts and grants	30,999	--	30,999
Fines and copier revenue	38,344	--	38,344
(Loss) on disposal of fixed assets	(2,929)	--	(2,929)
Miscellaneous fees	18,762	--	18,762
Investment income, net	46,141	--	46,141
Total revenues and other support before releases	$ 1,311,832	$ --	$ 1,311,832
Net assets released from restriction	6,094	(6,094)	--
Total revenues and other support	$ 1,317,926	$ (6,094)	$ 1,311,832
Expenses			
Automated systems	$ 26,295	$ --	$ 26,295
Book-related costs	17,812	--	17,812
Books, cassettes, and videos	108,699	--	108,699
Children and adult programs	25,578	--	25,578
Computer hardware and software supplies	12,899	--	12,899
Contribution to the Community Foundation	5,000	--	5,000
Depreciation	85,671	--	85,671
Insurance	10,872	--	10,872
Interest	720	--	720
Maintenance service and supplies	56,016	--	56,016
Office equipment and maintenance	22,647	--	22,647
Office expense	19,513	--	19,513
Other expense	33,955	--	33,955
Salaries	635,695	--	635,695
Subscriptions	4,269	--	4,269
Taxes and benefits	174,079	--	174,079
Utilities	85,019	--	85,019
Total expenses	$ 1,324,739	$ --	$ 1,324,739
Change in net assets	$ (6,813)	$ (6,094)	$ (12,907)
Net assets, beginning of year	1,171,810	14,656	1,186,466
Net assets, end of year	$ 1,164,997	$ 8,562	$ 1,173,559

See Notes to Financial Statements.

SAMUELS LIBRARY, INC.

Statements of Cash Flows
For the Years Ended June 30, 2020 and 2019

	2020	2019
Cash Flows from Operating Activities		
Change in net assets	$ (128,089)	$ (12,907)
Adjustments to reconcile change in net assets		
to net cash (used in) provided by operating activities:		
Net realized and unrealized loss (gain) on investment securities	20,627	(17,705)
Depreciation	49,222	85,671
Loss on disposal of fixed assets	--	2,929
Changes in assets and liabilities:		
Decrease in prepaid expense	7,754	2,645
(Decrease) increase in accounts payable and accrued expenses	8,364	(5,539)
Net cash (used in) provided by operating activities	$ (42,122)	$ 55,094
Cash Flows from Investing Activities		
Purchase of property and equipment	$ (3,415)	$ (58,811)
Proceeds from sale of investments	1,187	--
Purchase of investments	--	(62,015)
Net cash (used in) investing activities	$ (2,228)	$ (120,826)
Cash Flows from Financing Activities		
Proceeds from capital lease receivable	$ --	$ 52,062
Proceeds from Paycheck Protection Program note payable	138,700	--
Principal payments on capital lease payable	(6,286)	(6,949)
Principal payments on notes payable	(14,804)	(13,294)
Net cash provided by financing activities	$ 117,610	$ 31,819
Net increase (decrease) in cash and cash equivalents	$ 73,260	$ (33,913)
Cash and Cash Equivalents		
Beginning	177,449	211,362
Ending	$ 250,709	$ 177,449
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 1,014	$ 720
Assets acquired under capital lease	$ --	$ 33,179

See Notes to Financial Statements.

Note 1. Nature of Operations

Samuels Library, Incorporated ("the Library") is a Virginia nonprofit corporation. Its purpose is to operate a public library serving the Town of Front Royal and Warren County, Virginia. The Library's major sources of income are from Warren County and Virginia State Aid.

Beginning around March 2020, the COVID-19 virus has been declared a global pandemic as it continues to spread rapidly. Business continuity, including supply chains and consumer demand across a broad range of industries and countries could be severely impacted for months or beyond as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. Management is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty.

Note 2. Significant Accounting Policies

The financial statements of the Library have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Contributions

The Library reports all unconditional promises to give, including those with donor-imposed restrictions, at time of receipt of the promise. Gifts of cash and other assets are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Gifts of land, buildings, and equipment are presented as net assets without donor restrictions unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Library reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Financial Statement Presentation

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Library considers all highly-liquid debt instruments purchased with a maturity of twelve months or less to be cash equivalents. The Library's cash accounts are maintained in two commercial banks located in Virginia.

Plant Assets and Depreciation

All purchases of property and equipment have been recorded at cost. Property and equipment that is donated to the Library is stated at its fair market value at the time of donation. Depreciation is determined by the straight-line method. Estimated useful lives for purposes of depreciation are as follows:

	Years
Equipment	3-15
Furniture and fixtures	7-10
Building improvements	15

Depreciation expense was $49,222 and $85,671 for the years ended June 30, 2020 and 2019, respectively.

Revenue Recognition

The Library recognizes revenue in the year it is earned.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Tax Status

The Internal Revenue Service has determined that the Library is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Fair Value of Financial Instruments

Accounting standards establish a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchy under the standards are described as follows:

Level 1 – Valuations for assets and liabilities traded in active exchange markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities or other inputs observable for the asset or liability, either directly or indirectly through corroboration with observable market data. If the asset or liability has a specified (contractual) term, a Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option-pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker-traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

For the fiscal years ended June 30, 2020 and 2019, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Investments

The fair value of investments is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers.

The carrying amounts of the Library's financial instruments approximate their fair value.

New Accounting Pronouncements

In June 2018, Financial Accounting Standards Board (FASB) issued ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. This standard assists entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and determining whether a contribution is conditional. The Library has implemented the provisions of ASU 2018-08 for contributions received in the accompanying financial statements under a modified prospective basis. Accordingly, there is no effect on net assets in connection with the Library's implementation of ASU 2018-08.

Upcoming Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606), which provides guidance for recognizing revenue from contracts with customers. The core principle of ASU 2014-09 is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services. Generally, the ASU states that revenue should be recognized by following a five-step process, which include identifying the contract with a customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligation in the contract, and recognizing revenue as the entity satisfies a performance obligation. ASU 2014-09 is effective for the Library for its year ended June 30, 2021. The Library is currently evaluating the impact that the adoption of Topic 606 will have on its financial statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), which requires organizations that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the statement of financial position for leases with terms exceeding 12 months. ASU 2016-02 defines a lease as a contract or a part of a contract that conveys the right to control the use of identified assets for a period of time in exchange for consideration. The lessee in a lease will be required to initially measure the right-of-use asset and lease liability at the present value of remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. ASU 2016-02 is effective for the Library for its year ended June 30, 2023. Early adoption is permitted. The Library is currently evaluating the impact that the adoption of Topic 842 will have on its financial statements.

ASU 2018-08 is effective for contributions made by the Library for the year ending June 30, 2021. The Library is currently evaluating the impact that the adoption of Topic 958 will have on its financial statements.

Note 3. Liquidity and Availability

The Library had a surplus of $968,358 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditures, liabilities, and other obligations as they come due.

Financial assets available for general expenditure, without donor or other restrictions limiting their use, within one year of the statement of financial position date consisted of the following:

Financial assets, at year-end:	
Cash and cash equivalents	$ 250,709
Accounts receivable	175
Investments	717,474
Total financial assets	$ 968,358
Less amounts not available to be used within one year:	
Restricted by donors for purpose	$ --
Financial assets available to meet cash needs for general expenditures within one year	$ 968,358

Note 4. Capital Lease Receivable

The Library leases its facility on Criser Road from Warren County for $1 each year. The lease is a 30-year term, which will expire in January 2038.

In May 2011, the Library entered into a capital lease receivable (with purchase option) with Warren County for the facility on Villa Avenue. During the year ending June 30, 2019, the capital lease was paid in full.

Note 5. Investments

The cost and fair value of securities are summarized as follows:

	2020		2019	
	Cost	Market Value	Cost	Market Value
Cash reserves	$ 534	$ 534	$ 869	$ 869
Corporate equity securities	416,590	475,354	417,864	498,386
Mutual funds	219,420	236,112	215,176	234,540
Community Foundation	5,000	5,474	5,000	5,494
	$ 641,544	$ 717,474	$ 638,909	$ 739,289

Note 6. Fair Value Measurements

The following table presents the balance of financial assets measured at fair value as of June 30, 2020 and 2019:

	2020		
	Level 1	Level 2	Level 3
Cash reserves	$ 534	$ --	$ --
Corporate equity securities	475,354	--	--
Mutual funds	236,112	--	--
Community Foundation	--	5,474	--
	$ 712,000	$ 5,474	$ --

	2019		
	Level 1	Level 2	Level 3
Cash reserves	$ 869	$ --	$ --
Corporate equity securities	498,386	--	--
Mutual funds	234,540	--	--
Community Foundation	--	5,494	--
	$ 733,795	$ 5,494	$ --

Note 7. Land, Buildings and Equipment

At June 30, 2020 and 2019, land, buildings and equipment consisted of the following:

	2020	2019
Building improvements	$ 121,155	$ 121,155
Equipment	402,419	414,134
Furniture and fixtures	453,484	453,484
	$ 977,058	$ 988,773
Less accumulated depreciation	(700,314)	(666,223)
	$ 276,744	$ 322,550

Note 8. Capital Lease Payable

During fiscal year 2019, the Library entered into a noncancellable capital lease for two self-checkouts beginning on April 1, 2019 through March 31, 2023. The asset and liability under the capital lease was recorded at the lower of the present value of the minimum lease payments or the fair market value of the asset. The asset is amortized over the lower of the lease term or its estimated useful life. The amortization is included in depreciation expense in the accompanying financial statements. Depreciation of the asset under capital lease charged to expense for the years ended June 30, 2020 and 2019 was $6,636 and $2,212, respectively.

The following is a summary of property held under the capital lease included in land, buildings and equipment as of June 30, 2020:

Equipment	$ 33,179
Less accumulated depreciation	(8,848)
	$ 24,331

Minimum future lease payments under the capital lease as of June 30, 2020 for each of the five years and in the aggregate are:

Years Ending June 30:	
2021	$ 7,027
2022	7,027
2023	7,027
Less amount representing interest	(1,137)
Present value of minimum lease payments	$ 19,944

Note 9. Notes Payable

Notes payable at June 30, 2020 and 2019 consisted of the following.

	2020	2019
Note payable to First Bank for PPP loan. See Note 19.	$ 138,700	$ --
Note payable to a financing institution in the amount of $65,000 collateralized by securities held in the investment account at BB&T Scott & Stringfellow. The loan is payable in monthly installments of $1,161 including interest at 2.79% maturing July 2020.	1,150	15,954
	$ 139,850	$ 15,954

Aggregate maturities of the notes payable for the year ended June 30, 2021 are $1,150. The Library may qualify for forgiveness of the Paycheck Protection Program (PPP) loan if certain requirements are met.

Note 10. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes:

	2020	2019
Collection development	$ --	$ --
Issuance of new library cards - Gins Estate	--	8,562
	$ --	$ 8,562

Net assets were released from donor restrictions by incurring expenses satisfying restricted purposes or by occurrence of other events specified by donors as follows for the years ended June 30, 2020 and 2019:

	2020	2019
Collection development	$ --	$ 5,000
Issuance of new library cards - Gins Estate	8,562	1,094
	$ 8,562	$ 6,094

Note 11. Investment Income, Net

Investment income, net consisted of the following for the years ended June 30, 2020 and 2019:

	2020	2019
Interest and dividends	$ 28,062	$ 31,870
Net realized and unrealized (loss) gain	(20,627)	17,705
Investment fees	(3,675)	(3,434)
	$ 3,760	$ 46,141

Note 12. Schedule of Functional Expenses

Expenses by function and natural classification for the year ended June 30, 2020:

	Program Services	Management and General	Fundraising	Total
Automated systems	$ 24,027	$ --	$ --	$ 24,027
Book-related costs	19,601	--	--	19,601
Books, cassettes, and videos	107,381	--	--	107,381
Children and adult programs	13,670	--	--	13,670
Computer hardware and software supplies	21,309	--	--	21,309
Depreciation	46,761	2,461	--	49,222
Insurance	2,775	146	--	2,921
Interest	1,014	--	--	1,014
Maintenance service and supplies	66,508	--	--	66,508
Office equipment and maintenance	52,784	--	--	52,784
Office expense	13,881	731	--	14,612
Other expense	39,515	20,485	--	60,000
Salaries	440,759	238,098	19,130	697,987
Subscriptions	9,403	--	--	9,403
Taxes and benefits	113,985	61,575	4,947	180,507
Utilities	80,299	4,226	--	84,525
Total expenses	$ 1,053,672	$ 327,722	$ 24,077	$ 1,405,471

Expenses by function and natural classification for the year ended June 30, 2019:

	Program Services	Management and General	Fundraising	Total
Automated systems	$ 26,295	$ --	$ --	$ 26,295
Book-related costs	17,812	--	--	17,812
Books, cassettes, and videos	108,699	--	--	108,699
Children and adult programs	25,578	--	--	25,578
Computer hardware and software supplies	12,899	--	--	12,899
Contribution to the Community Foundation	5,000	--	--	5,000
Depreciation	81,387	4,284	--	85,671
Insurance	10,328	544	--	10,872
Interest	720	--	--	720
Maintenance service and supplies	56,016	--	--	56,016
Office equipment and maintenance	22,647	--	--	22,647
Office expense	18,537	976	--	19,513
Other expense	13,555	20,400	--	33,955
Salaries	392,489	215,809	27,397	635,695
Subscriptions	4,269	--	--	4,269
Taxes and benefits	111583	57,110	5,386	174,079
Utilities	80,768	4,251	--	85,019
Total expenses	$ 988,582	$ 303,374	$ 32,783	$ 1,324,739

Note 13. Allocation Methodology for the Schedule of Functional Expenses

The costs of providing program and other activities are summarized on a functional basis in the schedule of functional expenses. Certain costs have been allocated among program services, management and general and fundraising. Such allocations have been made by management on an equitable basis. The expenses that are allocated include the following:

Expense	Method of Allocation
Automated systems	Direct allocation
Book-related costs	Direct allocation
Books, cassettes, and videos	Direct allocation
Children and adult programs	Direct allocation
Computer hardware and software supplies	Direct allocation
Contribution	Direct allocation
Depreciation	Time and effort
Insurance	Direct allocation and time and effort
Interest	Direct allocation
Maintenance service and supplies	Direct allocation
Office equipment and maintenance	Direct allocation
Office expense	Direct allocation and time and effort
Other expense	Direct allocation and time and effort
Salaries	Time and effort
Subscriptions	Direct allocation
Taxes and benefits	Time and effort
Utilities	Direct allocation and time and effort

Note 14. Pension Plan

The Library maintains a defined contribution pension plan covering employees who have been employed by the Library for one year. The plan was established in July 2013. Contributions vest after one year of service. The library contributes 5% of eligible employee's earnings. The Library contributed $31,618 and $31,530 to the plan for the years ending June 30, 2020 and 2019 respectively.

Note 15. Contributed Services

Contributions of services shall be recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

These amounts have been reflected in the financial statements for donated services. The Library pays for most services requiring specific expertise. However, the Library receives a significant amount of donated services from unpaid volunteers who assist in clerical duties. No amounts have been recognized in the statement of activities because the criteria for recognition under FASB Accounting Standards Codification have not been satisfied.

Note 16. Concentration of Credit Risk

The Library's cash accounts are maintained in two commercial banks located in Virginia which, at times may exceed federally insured limits. The Library has not experienced any losses on such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Note 17. Related Parties

The Friends of Samuels Public Library, Inc. is a related Organization of the Library that was created to support the Library. The related Organization has not been consolidated in the Library's financial statements since it is a separate entity and does not meet the requirements for consolidation. The Friends of Samuels Public Library, Inc. donated $21,960 and $18,405 to the Library for the years ended June 30, 2020 and 2019, respectively.

Note 18. Concentration by Major Customers

Contributions from the government of Warren County, Virginia and the Library of Virginia approximate 78% and 12%, respectively, of the total revenue for the year ended June 30, 2020 and 75% and 12%, respectively, for the year ended June 30, 2019. A significant decline in the revenue from the County or the Library of Virginia could negatively impact the operations of the Library.

Note 19. Paycheck Protection Program Note Payable

On March 27, 2020, and as a result of COVID 19, the Coronavirus Aid, Relief and Economic Security Act (or CARES Act) became part of U.S. Law. One of the provisions of the CARES Act is the Paycheck Protection Program (PPP), which is intended to provide loans to businesses to guarantee payroll and other costs to help businesses remain viable and allow their workers to pay their bills. The Library applied for a loan under the Paycheck Protection Program in the amount of $138,700. The application has been approved and funds have been received in full. The interest rate is 1% with maturity two years from the date of the loan. Loans with a maturity of two years can be extended to five years with the agreement of the lender. Payments are deferred until a determination of the amount of forgiveness is made by the U.S. Small Business Administration (SBA). The Library intends to use PPP proceeds only for eligible payroll expenses and anticipates all PPP proceeds to be forgiven by the SBA. If the borrower does not apply for forgiveness within ten months after the last day of the covered period, payments will be due that month. Interest will accrue on the loan beginning with disbursement.

Note 20. Subsequent Events

The Library has evaluated all events through October 26, 2020, the date the financial statements were available to be issued. The Library has determined there are no additional subsequent events that require recognition of disclosure.

Form **990** (Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

A For the 2019 calendar year, or tax year beginning JUL 1, 2019 and ending JUN 30, 2020

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
SAMUELS LIBRARY, INCORPORATED

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
330 EAST CRISER ROAD

City or town, state or province, country, and ZIP or foreign postal code
FRONT ROYAL, VA 22630

F Name and address of principal officer: MICHELLE ROSS
SAME AS C ABOVE

D Employer identification number
-*0300

E Telephone number
540-635-3153

G Gross receipts $ 1,306,626.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.SAMUELSLIBRARY.NET

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1799

M State of legal domicile: VA

Part I Summary

1 Briefly describe the organization's mission or most significant activities: OPERATION OF A PUBLIC LIBARAY

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	14
	4	Number of independent voting members of the governing body (Part VI, line 1b)	14
	5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	26
	6	Total number of volunteers (estimate if necessary)	65
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	7b	Net unrelated business taxable income from Form 990-T, line 39	0.

		Prior Year	Current Year
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,180,098.	1,202,302.
	9 Program service revenue (Part VIII, line 2g)	38,344.	26,986.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	28,812.	28,062.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	50,178.	44,334.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,297,432.	1,301,684.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	5,000.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	809,774.	878,494.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 24,077.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	513,399.	530,652.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,328,173.	1,409,146.
	19 Revenue less expenses. Subtract line 18 from line 12	-30,741.	-107,462.

		Beginning of Current Year	End of Year
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	1,247,217.	1,245,102.
	21 Total liabilities (Part X, line 26)	73,658.	199,632.
	22 Net assets or fund balances. Subtract line 21 from line 20	1,173,559.	1,045,470.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ MICHELLE ROSS, LIBRARY DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
OLIVIA A. HUTTON, CPA	OLIVIA A. HUTTON, CP	11/10/20	☐	P00964688

Firm's name ▶ YOUNT, HYDE & BARBOUR, P.C., CPA — Firm's EIN ▶ **-***9263

Firm's address ▶ 50 SOUTH CAMERON STREET, WINCHESTER, VA 22602 — Phone no. (540)662-3417

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
TO OPERATE A PUBLIC LIBRARY

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 1,053,672. including grants of $) (Revenue $ 47,816.)
OPERATION OF A PUBLIC LIBRARY

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 1,053,672.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return ... 2a 26			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? ...	2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions) ...			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year? ...	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O* ...	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? ...	4a		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? ...	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? ...	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? ...	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? ...	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? ...	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? ...	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? ...	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year ... 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ...	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ...	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ...	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? ...	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966? ...	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? ...	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 ... 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities ... 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders ... 11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) ... 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year ... 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? ...	13a		
	Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans ... 13b			
c	Enter the amount of reserves on hand ... 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year? ...	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O* ...	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? ... If "Yes," see instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? ... If "Yes," complete Form 4720, Schedule O.	16		X

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 14		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included on line 1a, above, who are independent	1b 14		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [ ] Another's website [ ] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

EILEEN GRADY - 540-635-3153

330 EAST CRISER ROAD, FRONT ROYAL, VA 22630

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BARBARA WAY PRESIDENT	2.00	X		X				0.	0.	0.
(2) THOMAS B. THROCKMORTON VICE PRESIDENT	1.00	X		X				0.	0.	0.
(3) PETE WALKER TREASURER	2.00	X		X				0.	0.	0.
(4) MAJ. GEN. HENRY M. HOBGOOD SECRETARY	1.00	X		X				0.	0.	0.
(5) ARCHIE FOX COUNTY REPRESENTATIVE	1.00	X						0.	0.	0.
(6) CHARLES HUBER MEMBER AT LARGE	1.00	X						0.	0.	0.
(7) KATIE CARR TRUSTEE	1.00	X						0.	0.	0.
(8) BRIAN BARBOUR TRUSTEE	1.00	X						0.	0.	0.
(9) CELESTE BROOKS TRUSTEE	1.00	X						0.	0.	0.
(10) BRIAN BENNETT TRUSTEE	2.00	X						0.	0.	0.
(11) MADELINE HICKMAN TRUSTEE	1.00	X						0.	0.	0.
(12) JUDITH SIKORA TRUSTEE	1.00	X						0.	0.	0.
(13) KIM EMERSON TRUSTEE	1.00	X						0.	0.	0.
(14) LISA COBB TRUSTEE	1.00	X						0.	0.	0.
(15) HAROLD HAYES LIBRARY DIRECTOR	40.00			X				81,600.	0.	0.
(16) EILEEN GRADY DIRECTOR OF OPERATIONS	40.00			X				71,534.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal ▶								153,134.	0.	0.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								153,134.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	1,150,703.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	51,599.			
	g Noncash contributions included in lines 1a-1f	1g	$			
	h Total. Add lines 1a-1f		1,202,302.			
Program Service Revenue		Business Code				
	2a FINES INCOME	519100	17,486.	17,486.		
	b COPIER INCOME	519100	9,500.	9,500.		
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f		26,986.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		28,062.			28,062.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
		(i) Real	(ii) Personal			
	6a Gross rents 6a					
	b Less: rental expenses 6b					
	c Rental income or (loss) 6c					
	d Net rental income or (loss)					
		(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory 7a					
	b Less: cost or other basis and sales expenses 7b					
	c Gain or (loss) 7c					
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18 8a	28,446.				
	b Less: direct expenses 8b	4,942.				
	c Net income or (loss) from fundraising events		23,504.			23,504.
	9a Gross income from gaming activities. See Part IV, line 19 9a					
	b Less: direct expenses 9b					
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances 10a	2,076.				
	b Less: cost of goods sold 10b	0.				
	c Net income or (loss) from sales of inventory		2,076.	2,076.		
Miscellaneous Revenue		Business Code				
	11a MISCELLANEOUS FEES	519100	18,754.	18,754.		
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d		18,754.			
	12 Total revenue. See instructions		1,301,684.	47,816.	0.	51,566.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	697,987.	440,759.	238,098.	19,130.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	31,619.	19,966.	10,786.	867.
9 Other employee benefits	92,538.	58,435.	31,567.	2,536.
10 Payroll taxes	56,350.	35,584.	19,222.	1,544.
11 Fees for services (nonemployees):				
a Management				
b Legal	4,623.		4,623.	
c Accounting	10,176.		10,176.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	3,675.		3,675.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion				
13 Office expenses	14,611.	13,880.	731.	
14 Information technology	105,321.	105,321.		
15 Royalties				
16 Occupancy	84,525.	80,299.	4,226.	
17 Travel	10,220.	10,220.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	1,014.	1,014.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	49,222.	46,761.	2,461.	
23 Insurance	2,921.	2,775.	146.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a BOOK, CASSETTES, AND VI	107,381.	107,381.		
b MAINTENANCE SERVICE AND	66,508.	66,508.		
c BOOK RELATED COSTS	19,601.	19,601.		
d COVID-19 EXPENSES	17,868.	17,868.		
e All other expenses	32,986.	27,300.	5,686.	
25 **Total functional expenses.** Add lines 1 through 24e	1,409,146.	1,053,672.	331,397.	24,077.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		70,416.	1	82,948.
	2	Savings and temporary cash investments		107,033.	2	167,761.
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net		175.	4	175.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		7,754.	9	0.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 977,058.			
	b	Less: accumulated depreciation	10b 700,314.	322,550.	10c	276,744.
	11	Investments - publicly traded securities		739,289.	11	717,474.
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		1,247,217.	16	1,245,102.
Liabilities	17	Accounts payable and accrued expenses		31,474.	17	39,838.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties		15,954.	23	139,850.
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		26,230.	25	19,944.
	26	**Total liabilities.** Add lines 17 through 25		73,658.	26	199,632.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		1,164,997.	27	1,045,470.
	28	Net assets with donor restrictions		8,562.	28	0.
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		1,173,559.	32	1,045,470.
	33	Total liabilities and net assets/fund balances		1,247,217.	33	1,245,102.

Form 990 (2019)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,301,684.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,409,146.
3	Revenue less expenses. Subtract line 2 from line 1	3	-107,462.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,173,559.
5	Net unrealized gains (losses) on investments	5	-20,627.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,045,470.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

SAMUELS LIBRARY, INCORPORATED

Employer identification number

-*0300

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1118327.	1143313.	1177264.	1180098.	1202302.	5821304.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	1118327.	1143313.	1177264.	1180098.	1202302.	5821304.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						5821304.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	1118327.	1143313.	1177264.	1180098.	1202302.	5821304.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	21,198.	20,791.	25,321.	31,870.	28,062.	127,242.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	71,047.	63,936.	73,793.	54,048.	47,816.	310,640.
11 **Total support.** Add lines 7 through 10						6259186.

12 Gross receipts from related activities, etc. (see instructions) ▶ 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	93.00 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	92.55 %

16a **33 1/3% support test - 2019.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support test - 2018.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2019.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2018.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2019** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2018** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b	A family member of a person described in (a) above?	11b	
c	A 35% controlled entity of a person described in (a) or (b) above? *If "Yes" to a, b, or c, provide detail in* **Part VI.**	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2	
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a government entity (see instructions).*

		Yes	No
2	Activities Test. **Answer (a) and (b) below.**		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a	
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b	
3	Parent of Supported Organizations. **Answer (a) and (b) below.**		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* **Part VI.**	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2 Enter 85% of line 1.	2	
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4 Enter greater of line 2 or line 3.	4	
5 Income tax imposed in prior year	5	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in **Part VI**). See instructions.	
7 **Total annual distributions.** Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in **Part VI**). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f **Total** of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in **Part VI.** See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in **Part VI.** See instructions.			
7 **Excess distributions carryover to 2020.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization
SAMUELS LIBRARY, INCORPORATED

Employer identification number
-*0300

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements 2a	
b Total acreage restricted by conservation easements 2b	
c Number of conservation easements on a certified historic structure included in (a) 2c	
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register 2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- (i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____
- (ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:
- a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____
- b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c	Beginning balance	1c
d	Additions during the year	1d
e	Distributions during the year	1e
f	Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

		(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a	Beginning of year balance					
b	Contributions					
c	Net investment earnings, gains, and losses					
d	Grants or scholarships					
e	Other expenditures for facilities and programs					
f	Administrative expenses					
g	End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____%
b Permanent endowment ▶ _____%
c Term endowment ▶ _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i)	Unrelated organizations	3a(i)	
(ii)	Related organizations	3a(ii)	
b	If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		121,155.	31,479.	89,676.
d Equipment		402,419.	219,042.	183,377.
e Other		453,484.	449,793.	3,691.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				276,744.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) CAPITAL LEASE PAYABLE	19,944.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	19,944.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	1,277,382.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	-20,627.		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	-3,675.		
e	Add lines 2a through 2d			2e	-24,302.
3	Subtract line 2e from line 1			3	1,301,684.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	1,301,684.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	1,405,471.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	-3,675.		
e	Add lines 2a through 2d			2e	-3,675.
3	Subtract line 2e from line 1			3	1,409,146.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	0.
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	1,409,146.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

SPECIAL EVENT EXPENSES NETTED AGAINST REVENUE

INVESTMENT FEES NETTED AGAINST REVENUE -3,675.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

SPECIAL EVENT EXPENSES NETTED AGAINST REVENUE

INVESTMENT FEES NETTED AGAINST REVENUE -3,675.

SCHEDULE G (Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

SAMUELS LIBRARY, INCORPORATED

Employer identification number

-*0300

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a ☐ Mail solicitations
- b ☐ Internet and email solicitations
- c ☐ Phone solicitations
- d ☐ In-person solicitations
- e ☐ Solicitation of non-government grants
- f ☐ Solicitation of government grants
- g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
Total ▶						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 A TASTE FOR BOOKS (event type)	(b) Event #2 ANNUAL APPEAL (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	11,100.	15,855.		26,955.
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	11,100.	15,855.		26,955.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	1,456.			1,456.
	10 Direct expense summary. Add lines 4 through 9 in column (d)			▶	1,456.
	11 Net income summary. Subtract line 10 from line 3, column (d)			▶	25,499.

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes____ % ☐ No	☐ Yes____ % ☐ No	☐ Yes____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)			▶	
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)			▶	

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶

Address ▶

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ $ _____ and the amount of gaming revenue retained by the third party ▶ $ _____

c If "Yes," enter name and address of the third party:

Name ▶

Address ▶

16 Gaming manager information:

Name ▶

Gaming manager compensation ▶ $ _____

Description of services provided ▶

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ $

Part IV **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV Supplemental Information *(continued)*

SCHEDULE O
(Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047
2019
Open to Public Inspection

Name of the organization
SAMUELS LIBRARY, INCORPORATED

Employer identification number
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FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD REVIEWS A COPY OF THE 990 BEFORE IT IS FILED.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION MONITORS AND ENFORCES THE CONFLICT OF INTEREST POLICY BY REQUIRING THE BOARD TO DISCLOSE CONFLICTS OF INTEREST ANNUALLY.

FORM 990, PART VI, SECTION B, LINE 15:

THE BOARD OF TRUSTEES DETERMINES THE LIBRARY DIRECTOR'S COMPENSATION PACKAGE BASED ON PERFORMANCE. THE LIBRARY DIRECTOR REVIEWS THE PERFORMANCE OF THE DIRECTOR OF OPERATIONS AND RECOMMENDS AN APPROPRIATE COMPENSATION TO THE BOARD OF TRUSTEES, WHO UTLIMATELY APPROVES THE DIRECTOR OF OPERATIONS COMPENSATION PACKAGE.

FORM 990, PART VI, SECTION C, LINE 19:

THE DOCUMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART XII, LINE 2C

THE BOARD OF TRUSTEES ASSUMES RESPONSIBILITY FOR THE OVERSIGHT OF THE REVIEW.

The Budget Submission Deadline is December 16, 2020

FY 2021-2022 BUDGET PREPARATION
PARTNER AGENCY DOCUMENTATION FORM

RETURN TO: FINANCE DEPARTMENT
c/o shayes@warrencountyva.net
Budget Submission Deadline is December 16, 2020

Agency: Industrial Development Authority of the Town of Front Royal and Warren County

Contact Person: Doug Parsons

Address: P.O. Box 445, 400 D Kendrick Lane, Front Royal, VA 22630

Telephone: 540-635-2182 **Facsimile:** _____

Date: 11-18-2020 **E-mail Address:** dparsons@wceda.com

TOTAL FUNDING AMOUNT REQUESTED: $968,284.31

Department Description: Please provide an overview of the agency's responsibilities. This description should include functions and responsibilities of the agency.

The EDA is responsible for the attraction and retention of business in Front Royal and Warren County. The goal being to increase employment opportunities, wages, and capital investment which leads to more revenue for the taxpayers. We work with existing businesses to help them overcome challenges and to take advantage of opportunities to expand and add jobs and investment. We work with new prospects to put the most competitive offer on the table to entice them here versus another locality.

We also work with local government and others to foster a business-friendly environment, develop new properties and sites, provide financial assistance through our USDA loan program, and work with local land and building owners to market their properties.

Service Levels: Please provide workload items of a regular nature (i.e. daily, weekly, regular annual) that are the responsibility of the agency. These items include activities that consume a major portion of the agency's budget; are critical to the success of the agency's mission; have a significant focus on citizens/customers, etc. Also, please provide a brief description of all service areas and the unduplicated number of Warren County residents you served in the previous fiscal year in each service area.

Much of the EDA staff's time is spent working with new and existing businesses. Much of our expense is for professional services, such as accountants, auditors, and attorneys. Their work includes reviewing leases, providing legal advice for Board meetings and our legal challenges, and accounting work to assist with the audits. Additional accounting expense went to sorting out our debt history. These are significant and necessary operating expenses. Insurance and utility expenses for our properties is another major expense. Payroll is also a significant expense line item.

Our greatest expense is our debt service on our seven loans totaling over $39 million. We are currently obligated for $131,018.46 per month (which does not include the Police Department), or $1, 572,221.28 per year.

Goals and Objectives: Please provide workload items that are not of a day-to-day nature. Examples include certifications and/or awards the agency plans to attain, educational training (including continuing education), and significant projects the agency plans to undertake.

Much of an EDA's work are business attraction and expansion projects that can take several months or even years to develop to fruition. We are revamping our strategic plan as well and that will be a process that takes two to three months to complete. Our lawsuits are on-going and with the COVID crisis, final resolution through the courts will take an estimated one to two years. Marketing is an ongoing effort. We currently have no budget for this but would like to work with the BOS and County Staff to develop a line item for this. Of course, the ongoing efforts to mitigate the financial damage from the past will take several years to complete.

Additionally, we would like to undertake roof repair on the EDA Office building and a project to upgrade the parcels in the Stephens Industrial Park to a Tier 4 ranking.

Finally, we would like to provide a salary increase to Executive Director Doug Parsons and reclassify the position of Administrative Assistant to Executive Office Assistant/Clerk of the Board with a corresponding salary increase as well.

Justification (Increases): The agency should provide adequate justification for the request. What percentage of your total budget is used for administrative expenses?

Our first request for an increase is for the salary of the Administrative Assistant, Gretchen Henderson from her current $37,000.00 to $43,000.00. This will require a reclassification of her position to more accurately reflect her duties. We would be glad to discuss this with Board and Staff at the County and EDA. Gretchen consistently goes above and beyond for the good of our organization.

Our second request is for a budget for Marketing. Due to the Covid crisis, many trade shows and marketing opportunities have been converted to online formats, but there are still opportunities we can take advantage of to attract new business. We are currently marketing by networking with VEDP, brokers and the VA Inland Port. We also take advantage of CoStar, a free online commercial real estate website and database. With a modest budget, we can market the Baugh Drive building and our land more effectively through the Site Selectors' Guild and prospect trips through VEDP.

When our last budget was formed, we thought we'd be a county department and the county attorney would be our attorney. As a result, we had a modest budget of $12,000 for Legal Fees. Since we aren't going to be a department, we need to increase this budget to reflect our actual expenses. Based on current fees of approximately $8,000 per month, we'll need $96,000.00 per year for this line item.

Finally, we would like an increase in Maintenance to cover the cost of roof repairs to 400 Kendrick Lane. Whether we keep the building and lease spaces A and B, or sell all or part of it, it's a needed investment.

All Budget Requests MUST include a copy of your agency's budget and most recent audit.

County ACCT #	Acct Name	FY 2021 Approved Budget	FY 2022 Propsosed	Increase/Reduction	
INCOME					
4000	County Operating Allotment	$ 258,583.00	$ 311,876.55	$ 53,293.55	
4100	Revenue Bond Proceeds/Admin Fees	$ 27,379.43	$ 27,379.43	$ -	
4180	Interest Income-IT Federal	$ 265,212.31	$ -		Included in Debt Service section
4200	Rent Income	$ 73,450.00	$ 58,000.00	$ (15,450.00)	Decrease due to loss of short-term rental income 426 Baugh Dr.
4225	Miscellaneous Income	$ -	$ -	$ -	
	EDA Transfer Funds	$ -	$ -	$ -	
TOTAL INCOME		**$ 624,624.74**	**$ 397,255.98**	**$ 37,843.55**	
EXPENSES	**OPERATING**				
1001	Executive Director	$ 99,000.00	$ 105,000.00	$ 6,000.00	
0	Retirement	$ -	$ -	$ -	
1005	Administrative Assistant	$ 37,000.00	$ 43,000.00	$ 6,000.00	Increase due to reclassification of job position to Grade 11: Executive Office Assistant/Clerk of the Board
1008	Accounting Staff	$ -	$ -	$ -	
2001	FICA	$ 10,404.00	$ 11,541.84	$ 1,137.84	
2002	VRS	$ 13,980.80	$ 13,775.16	$ (205.64)	
2003	Deferred Compensation	$ 3,000.00	$ 3,000.00	$ -	
2005	Hospital/Medical	$ 27,448.00	$ 35,478.88	$ 8,030.88	
2006	Group Medical/Insurance	$ 1,535.10	$ 1,535.10	$ -	
2011	Worker's Compensation	$ 3,500.00	$ 3,500.00	$ -	
3001	Professional Fees-Legal	$ 12,000.00	$ 96,000.00	$ 84,000.00	Increase-Based on average montly costs of $8,000
3002	Professional Fees-Auditor	$ 17,500.00	-	$ (17,500.00)	**If EDA will be audited as county dept for FY2022 do we need this expense?
3003	Professional Fees-Accounting	$ 10,000.00	$ 1,000.00	$ (9,000.00)	
3005	Engineers and Consultants	$ 2,500.00	$ 5,000.00	$ 2,500.00	Increase in anticipation of roof repair 400 Kendrick Lane
3007	Marketing	$ -	$ 10,000.00	$ 10,000.00	Increase to fund activities to promote sale/lease of EDA properties
3008	Existing Business	$ 1,100.00	$ 750.00	$ (350.00)	Industry Roundtable and expenses for retention activities for existing businesses
3009	New Prospect Expenses	$ 3,000.00	$ 2,500.00	$ (500.00)	
3015	Community Projects	$ 5,500.00	$ -	$ (5,500.00)	Obsolete
3016	Scholarship	$ -	$ -	$ -	
3018	Printing	$ 818.40	$ 500.00	$ (318.40)	Decreased need for printing services
5101	Electric	$ 23,879.05	$ 10,000.00	$ (13,879.05)	Decrease to to the sale of 506/514 E. Main St. and 404 Fairground Rd.
5103	Water/Sewer/Trash	$ 9,270.00	$ 8,000.00	$ (1,270.00)	Decrease to to the sale of 506/514 E. Main St. and 404 Fairground Rd.
5201	Postage	$ 1,500.00	$ 750.00	$ (750.00)	Decreased demand for postage services
5203	Phone/Internet	$ 4,725.00	$ 4,725.00	$ -	
5205	Technology web and support	$ 6,180.00	$ 6,800.00	$ 620.00	Increase to reflect increased costs
5302	Insurance-Properties	$ 22,334.60	$ 10,000.00	$ (12,334.60)	Decrease to to the sale of 506/514 E. Main St. and 404 Fairground Rd.
5305	Bank Fees	$ -	$ -	$ -	
5307	Insurance-Professional Liability	$ 400.00	$ 400.00	$ -	
5310	Board Expenses	$ 500.00	$ -	$ (500.00)	Obsolete
5401	Office Supplies	$ 3,648.00	$ 1,750.00	$ (1,898.00)	Decreased demand
5407	Maintenance	$ 2,000.00	$ 10,000.00	$ 8,000.00	Increase for upkeep of 400 Kendrick Lane
5408	Auto Expense	$ 2,500.00	$ -	$ (2,500.00)	Obsolete
5504	Travel and Training	$ 2,000.00	$ 1,500.00	$ (500.00)	
5800	Interest Expense	$ -	$ -	$ -	Included in Debt Service
5801	Dues and Subscriptions	$ 1,200.00	$ 750.00	$ (450.00)	Decrease due to end of postage meter subscription
5890	Contingency	$ -	$ -	$ -	
5899	Miscellaneous	$ -	$ -	$ -	
8001	Copier Lease	$ 3,610.00	$ 2,500.00	$ (1,110.00)	
	Fiscal Agent	$ 7,500.00	$ 7,500.00	$ -	
TOTAL EXPENSES-OPERATING		**$ 339,532.95**	**$ 397,255.98**	**$ 57,723.03**	
CAPITAL EXPENDITURES					
	400 Kendrick East Roof Replacement	$ -	$ 63,000.00	$ 63,000.00	East Roof replacement 400 Kendrick Lane

		Web Assistant	$ 5,000.00	$ -	$ (5,000.00)	
		Marketing	$ -	$ -	$ -	Included in Operations Expenses
	TOTAL CAPITAL EXPENDITURES		**$ 5,000.00**	**$ 63,000.00**	**$ 58,000.00**	
DEBT SERVICE						
INCOME						
		Warren Co Reimbursement-Capital/Debt Service	$ 316,489.00	$ 593,407.76	$ 276,918.76	Increase to fully cover cost of debt service expense
		Warren Co Reimbursement-LRP	$ 203,484.00	$ 203,484.00	$ -	
		Warren Co Reimbursement-Baugh Dr.	$ 269,404.92	$ 269,404.92	$ -	
		IT Federal Interest Income	$ 265,212.31	$ 257,890.83	$ (7,321.48)	
		IT Federal N/R Principal	$ 240,712.49	$ 248,033.97	$ 7,321.48	
	TOTAL INCOME-DEBT SERVICE		**$ 1,295,302.72**	**$ 1,572,221.48**	**$ 276,918.76**	
EXPENSE						
	P&I	FB&T #51580 IT Federal	$ 597,374.16	$ 597,374.16	$ -	
	I	FB&T #8001029 Line of Credit	$ 275,659.44	$ 275,659.32	$ (0.12)	
	P&I	First Bank Strasburg #48682 Combined	$ 213,969.95	$ 213,969.72	$ (0.23)	
	P&I	United #90978 426 Baugh Dr.	$ 269,384.97	$ 269,404.92	$ 19.95	
	P&I	United #91006 Avtex Redevelopment	$ 168,261.61	$ 168,261.80	$ 0.19	
	I	United #91007 FRPD	$ 262,669.08	$ -	$ (262,669.08)	
	P&I	United #91008 LRP	$ 47,551.54	$ 47,551.56	$ 0.02	
	TOTAL EXPENSE-DEBT SERVICE		**$ 1,834,870.75**	**$ 1,572,221.48**	**$ (262,649.27)**	

Interest Exp Itemized:	
#51580	$ 410,866.35
#8001029	$ 275,659.44
#48682	$ 117,332.90
#90978	$ 147,469.34
#91006	$ 91,723.29
#91007	$ -
#91008	$ 26,082.87
	$ 1,069,134.19

The Budget Submission Deadline is December 16, 2020

FY 2021-2022 BUDGET PREPARATION
OUTSIDE AGENCY DOCUMENTATION FORM

RETURN TO: FINANCE DEPARTMENT
c/o coden@warrencountyva.net
Budget Submission Deadline is December 16, 2020

Agency: **Warren County Health Department** **Contact Person: Leigh Ann Sweeney**

Address: **Lord Fairfax Health District, 10 Baker Street, Winchester VA 22601**

Telephone: **(540) 771-3569** **Facsimile: (540) 722-3476**

Date: **December 16, 2020** **E-mail Address:** leighann.sweeney@vdh.virginia.gov

TOTAL FUNDING AMOUNT REQUESTED $ $375,162

Department Description: Please provide an overview of the agency's responsibilities. This description should include functions and responsibilities of the agency.

The Mission of the Virginia Department of Health / Lord Fairfax Health District and the Board of Health is to protect the health and promote the well-being of all persons in LFHD and Virginia. The Warren County Health Department provides all mandated public health services as outlined in the local agreement. This agreement (see attached) satisfies 32.1 – 31 of the Code of Virginia.

Service Levels: *Please provide workload items of a regular nature (i.e. daily, weekly, regular annual) that are the responsibility of the agency. These items include activities that consume a major portion of the agency's budget; are critical to the success of the agency's mission; have a significant focus on citizens/customers, etc. Also, please provide a brief description of all service areas and the unduplicated number of Warren County residents you served in the previous fiscal year in each service area.*

- Medical Services: The Health Department provides appointments each day for blood pressure checks, childhood and adult immunizations, pregnancy tests and tuberculosis risk assessments. Other regularly schedule medical services are: routine examination for children up to the age of five, Family Planning services, Medicaid Screenings (EPSDT), Nursing Home Screening to determine Medicaid eligibility, and testing for sexually transmitted diseases. We also provide educational services to local schools and community groups to answer questions on medical and environmental health services.
- Women, Infants and Children's (WIC) program: WIC is a federal-funded program that ensures low-income clients who are pregnant or breast-feeding and infants or children under age 5 receive nutritional education and food vouchers for proper nutritional food.
- Environmental Health services: Our services include complaint investigations in areas including, but not limited to, reports of food and waterborne disease, improper sewage disposal, and mosquito problems. The Health Department also inspects and issues permits to food service establishment such as: school cafeterias, restaurants, food stands at community events, and camps and day care centers. In addition, staff assists residents with inspecting on-site sewage disposal systems and maintaining records on all properties with an on-site system. Lastly, Environmental Health services investigate potential rabies exposures.
- The Health Department also provides residents with, as well as filing with Richmond, all certified copies of Birth, Marriage, Divorce, and Death certificates.

- Please see the attached Full Service Listing and Brief Descriptions:
- Unduplicated Clients by Service Area:
    - Medical Service Area: FY2020 = 1,474
    - Environmental Health Area FY2020 = 776
    - Women, Infants & Children (WIC) FY2020 = 5,241
    - Total = 7,491

Goals and Objectives: *Please provide workload items that are not of a day-to-day nature. Examples include certifications and/or awards the agency plans to attain, educational training (including continuing education), and significant projects the agency plans to undertake.*

The nature of public health is such that urgencies and emergencies are a continued part of our responsibilities, but the exact timing and type vary year to year. We continually train staff in both general and specific skills required to meet the needs of public health. Our main objectives will be to continue providing and meeting the community needs for the mandated Public Health services we provide with our current staff, while being prepared for any emerging Public Health urgencies.

The Lord Fairfax Health District is a key partner in the Community Health Needs Assessment (CHNA) process completed by Valley Health Systems every three years. A new CHNA was completed in 2019. It is used to assess outcomes targeted at "population based" public health services and health outreach needs are identified.

Justification (Increases): *The agency should provide adequate justification for the request. What percentage of your total budget is used for administrative expenses?*

Total FY 2022 request:
We make every effort to keep discretionary and operational spending in line as we meet the public health needs of Warren County. Our budgeted revenue target is $269,000, which is being held at the FY21 revenue target.

The total budget of $1,146,161 minus the planned revenue gives the Health Department a net budget amount of $877,161. This amount is shared between the County and the State. The Warren County share of the net budgeted expenditures is set by the General Assembly [JLARC] at 42.766%, with the State share set at 57.234%. This calculation nets to a decreased request to Warren County of $10,265 over the FY2021 approved funding level. We were unable to fill the Public Health Officer position due to COVID-19 allowing a decrease in the personnel funding needed.

Please let me know if I can answer any further questions. We understand the level of commitment that this budget represents to Warren County. We thank you for your continued support and partnership with the Warren County Health Department.

All Budget Requests MUST include a copy of your agency's budget and most recent audit.

LORD FAIRFAX HEALTH DISTRICT BUDGET FOR FY 2021 - 2022

BUDGET REQUEST OF
Warren County

CLASSIFICATION OF EXPENDITURES	CURRENT REQUEST 2021-2022
PERSONNEL SERVICES	
1120 SALARIES	$934,478
1140 WAGES	$0
SUBTOTAL - - - - - - -	$934,478
CONTRACTUAL SERVICES	
1210 COMMUNICATIONS	$6,000
1220 EMPLOYEE DEVELOPMENT	$1,050
1240 HEALTH SERVICES	$3,360
1250 REPAIR / MAINTENANCE	$8,000
1260 SUPPORT SERVICES	$400
1270 TECHNICAL SERVICES	$35,000
1280 TRANSPORTATION	$12,600
SUBTOTAL - - - - - - - -	$66,410
SUPPLIES AND MATERIALS	
1310 ADMINISTRATIVE	$6,090
1320 ENERGY	$368
1340 MEDICAL	$40,000
1350 MAINTENANCE SUPPLY	$315
1370 SPECIFIC USE	$0
SUBTOTAL - - - - - - - -	$46,773
CONTINUOUS CHARGES	
1510 INSURANCE	$500
1530 RENTS	$79,500
1540 UTILITIES	$18,000
1550 OPERATIONAL INS.	$500
SUBTOTAL - - - - - - - -	$98,500
EQUIPMENT	
2210 COMPUTER	$0
2220 EDUCATIONAL	$0
2240 MEDICAL	$0
2260 OFFICE	$0
SUBTOTAL - - - - - - - -	$0
TOTAL BUDGET - - - - -	$1,146,161
LESS ANTICIPATED REVENUE	$269,000
NET BUDGET TOTAL = = =	$877,161
STATE SHARE	$501,999
LOCAL SHARE	$375,162

Staffing Associated With The Warren County Health Department

Last Name	First Name	Position Title	Current Salary	Years (Rounded)	
Barnes	Crystal	Business Office	$ 34,935	3	
Calvert	Wendy	Business Office	$ 35,106	9	*
Dean	Sam	Business Office	$ 34,935	1.5	
Walker	Ashley	Business Office	$ 35,859	0.5	
Fitzgibbons	Larissa	Public Health Nurse	$ 52,000	1.5	
Mills	Paula	Public Health Nurse	$ 57,003	17	
Orndorff	Mary	RN Supervisor	$ 60,835	4	*
Shirley	Leea	Nurse Manager	$ 82,349	18	*
Sharp	Marion	CNP	$ 98,250	27	*
Markowitz	Lisa	CNP	$ 95,388	26	* Fed Grant
Bonnefond	Clarissa	Epidemiologist	$ 64,314	4.5	* Fed Grant
Coffman	Parisa	HIV / STD Counselor II	$ 39,456	3	* Fed Grant
Davis	Walter	EH Supervisor	$ 66,865	26	*
Davis	Arin	EH I	$ 36,000	1	
Smith	Gregory	EH I	$ 37,966	2	
Allen	Mason	EH Manager	$ 80,417	17	*
Alger	Joshua	HR Analyst	$ 42,397	2	
Coffman	Ginger	Fiscal Tech A/R	$ 38,500	1	*
Greene	Colin	Health Director	$ 164,400	2	*
Sweeney	Leigh Ann	District Administrator	$ 74,083	2	*
Webber	Wendy	Fiscal Tech A/P	$ 39,045	3	*
Cloud	Matt	Emergency Planner	$ 50,000	0.5	* Fed Grant
Watson	Natasha	Nutrionist	$ 35,278	4	* Fed Grant
Vacant		WIC Business Office	$ 32,000		* Fed Grant
Vacant		EH I	$ 36,000		
Vacant		EH I	$ 36,000		
Vacant		Business Office Supervisor	$ 41,100		*
Vacant		Business Manager	$ 52,403		*
			$ -		

Note: * = Shared district wide or paid by federal grant $ 1,552,884.00

	$530,196	Total Salary
50%	$265,729	Warren County Staffing
36%	$193,454	Shared Staffing
13%	$71,013	Federal Grants Staff

OFFICE OF INTERNAL AUDIT
LORD FAIRFAX HEALTH DISTRICT AUDIT REPORT
NOVEMBER 29, 2018

BACKGROUND

The purpose of this review was to determine compliance with State and departmental policies and procedures, the existence and functioning of internal controls, and the efficiency and economy of processes. This audit was conducted in accordance with the Standards for the Professional Practice of Internal Auditing and the agency's Office of Internal Audit Charter. The charter states Internal Audit will provide management with independent analyses, appraisals, counsel, recommendations, and information concerning office and district operations.

SCOPE

The review encompassed revenue collections and deposits, accounts receivable, and eligibility determinations. It also included the areas of procurement, petty cash, payroll, fixed assets, leases, travel reimbursement, inventory, contracting, Cardinal reconciliation, time and effort reporting, and teleworking and alternative work schedules. This audit did not include a review of the year-end closeout process or a test of expenditures based on the source of funds or program area. The review initially consisted of inquiries and observations to gain an understanding of the processes involved and the internal controls in place. Based on the result of said inquiries, we performed an examination of patient accounts and eligibility records, deposit certificates, travel and expenditure documents, employee time sheets, contracts, leases, and accounts receivable ledgers on a sample basis. The review included transactions occurring between May 1, 2017, and April 30, 2018.

FINDINGS

Our review disclosed opportunities for enhancements to controls, compliance, and operations in the areas of accounts receivable, revenue collections and deposits, supplies and equipment, environmental health, human resources, contracting, SPCC, LNP reviews, FAACS inventory, and travel. These findings and recommendations are presented in detail in Attachment A.

OPINION

In our opinion, except for those areas where we have made recommendations for the strengthening of controls and added compliance with State and Federal requirements, the internal controls in the Lord Fairfax Health District are adequate and the district generally complies with State and departmental rules and regulations.

Commendations

We commend the Lord Fairfax Health District for complying with policies and procedures in the following areas where no exceptions were noted:

- Cardinal Reconciliation – We reviewed documentation and statistics to ensure reconciliations of Cardinal are performed timely and accurately.
- Eligibility – We reviewed patient files to ensure eligibility documentation is complete and up-to-date.
- Supplies inventory – We reviewed the physical security and processes for tracking supplies.
- Pharmacy – We evaluated the procedures for pharmaceutical ordering, dispensing and storage, and observed the drug storage areas for proper access and storage controls.
- HIPAA - We determined that medical records and information are physically secured on site and when transported, required HIPAA forms are being utilized, and district employees have been trained with respect to HIPAA requirements.
- Payroll – We determined that policies and procedures over the review and submission of wage timesheets have been followed, and that classified entries in the payroll system are bona fide employees of the district.

Accounts Receivable

Accounts Receivable - Third Party Insurers and Individual Payers Compared to District Average			
	District Average 3/31/18	**LFHD 3/31/18**	**Difference 3/31/18**
Gross AR ($)	55,743	87,936	32,193
AR Due from Client ($)	10,659	29,550	18,891
% Due From Client	19.1%	33.6%	14.5%
AR Due from 3rd Parties ($)	45,084	58,386	13,302
% AR Due from 3rd Parties	80.9%	66.4%	14.5%

The analysis above indicates the district's gross receivables balance is significantly higher than the district average, with significantly higher balances for both third party and client receivables. The March 2018 gross receivables balance also represents a significant increase from the $77,162 amount noted three years prior during our last audit, with an 8% increase due from third parties and 29% increase due from clients.

Past Due District Receivables Compared to District Mean			
	District Average 3/31/18	**LFHD 3/31/18**	**Difference 3/31/18**
% of 3rd Party Receivables > 60 days	17.0%	32.5%	15.5%
% of Receivables due from client > 60 days	6.6%	26.5%	19.9%

The analysis above indicates that the district's percentage of third party accounts receivable greater than 60 days past due is significantly higher than the average for all districts, and represents another significant increase from the previous audit of 7.94%. The district also shows that accounts receivable greater than 60 days past due from clients is significantly higher than the average for all health districts, and represents another significant increase from the previous audit of 13.55%.

Funds Collected from all Payers in the December Quarter as a percentage of Total Gross Receivables			
	District Average 3/31/18	**LFHD 3/31/18**	**Difference 3/31/18**
Funds Collected as % of Total Gross Receivables	69.7%	64.6%	5.1%

The percentage of funds collected from all payers averaged 64.6% as of March 2018, and trails the district average by approximately 5%. The March 2018 percentage of funds collected also declined from the 68.84% noted during the previous audit.

1. The above statistics demonstrate that collection efforts have trended negatively since the previous audit, and the district has a significant opportunity to improve its billing and collection activities.

We recommend district management make additional efforts to oversee and enhance the billing and collection of the accounts receivables due from third party payers and clients. The district should consider requesting assistance from Community Health Services to further evaluate and enhance current collection activities.

District Corrective Action Plan
The district concurs. The District Administrator restructured the Administration team by recruiting a Business Manager to oversee and support Accounts Receivable. The Business Manager and Business Office Area Supervisor will review the billing and collections, and assist Accounts Receivable in collecting receivables due from third party payers and clients.

2. Five past due accounts reviewed were not adequately managed or processed, and each account was classified as "normal account status" despite being five or more months past due. These accounts were re-billed before correcting the cause of denials, or were not followed up on timely.

We recommend district management coordinate with the billing staff to develop a follow up process to track and monitor billing denials. As a part of this process, management should perform detailed reviews of aged accounts (60 days and over) at least monthly.

District Corrective Action Plan
The district concurs, and the Business Manager will be responsible for monitoring denials and reviewing the aged accounts over 60 days on a monthly basis.

3. We reviewed ten accounts with "83" code adjustments, and noted that two did not appear to be adjusted for legitimate reasons. The two accounts were adjusted for vaccines that should have been billed to the patient that were not paid for by insurance.

We recommend district management review the adjustments report at least on a monthly basis to ensure that patient accounts are adjusted for valid reasons and adequate follow up action is taken to collect payments in a timely manner

District Corrective Action Plan
The district concurs, and the Business Manager will evaluate the adjustments report on a monthly basis.

4. Review of the aged accounts receivable and credit balance reports for the district indicated that several patient accounts had credit balances, ranging from four months to over two years old.

We recommend district billing staff ensure patient accounts with credit balances are resolved within 60 days of receipt of the funds.

District Corrective Action Plan
The district concurs. Accounts Receivables are to issue refunds as soon as a credit balance appears. The Business Manager will oversee to ensure all credit balances are resolved monthly.

5. Review of the voided payments report demonstrated that management is not reviewing payments voided in WebVISION timely. Payments voided in March 2018 were not noted as reviewed by management as of August 2018.

We recommend district management document their review of voided payments within at least one week of the occurrence.

District Corrective Action Plan
The district concurs. The Business Office Supervisors will authorize voids on a daily basis, no later than 3 days from the date of the void. Once authorization is complete, a report will be provided with the daily deposits.

Environmental Health (EH)

We reviewed the strategic matrix data for onsite sewage activities as of April 30, 2018, and food activities as of June 30, 2018. The table below shows the district results compared to the baseline targets and state average:

Description	2018 Baseline Target	State Average	District Results
Onsite repairs installed in <61 days from application	43%	48.2%	46.7%
Priority items corrected during inspection	Not established	86.8%	68.1%
On time prescribed food inspections	60%	85.3%	38.3%

6. The district's on time food inspections rate of 38.3% is significantly below the baseline target and state average. In addition, the rate of priority items corrected during inspection of 68.1% is significantly below the state average.

   Per 12 VAC5-421-3800, food establishments must be inspected at least annually and can be inspected more frequently depending on risk factors. We reviewed VENIS food inspection data as of June 25, 2018, and found 24 food facility inspections were past due. These food facilities were past due by one month to two years. Discussions with management noted that over the past two years, significant turnover in the district's EH division has contributed to food inspection delays. This is an ongoing issue as EH staff transfer to neighboring districts that can offer higher compensation in Northern Virginia.

We recommend district leadership focus additional efforts on improving the performance of food inspection activities related to these strategic goals. District management should consider working with Community Health Services and the Office of Environmental Health to address staffing concerns and enforcement options for violations that are not resolved timely.

District Corrective Action Plan
The district concurs and utilized overtime pay to EH Food staff to assist with overdue inspections. The district has added three additional FTEs and is creating a standardized process. Overtime has been offered to reduce uninspected facilities, and vacancies have been advertised and are currently being recruited.

7. The quarterly EH onsite quality assurance (QA) self-assessment program was not completed in the past year as required by the Office of Environmental Health Services. Based on a review of previous year assessments, we noted that the District Director was not receiving a report on the QA program.

We recommend district leadership ensure the QA self-assessments are performed quarterly, with results and potential corrective actions reported to and monitored by the District Director.

District Corrective Action Plan
The district concurs, and we will create local QA training for all appropriate staff in the onsite program. There will be internal training for the staff to understand their role in the QA process and for Supervisors and Managers to ensure quarterly meetings and self-assessments are performed. The District Director will receive quarterly performance reports. The increased training will ensure consistency and compliance. The plan will begin January 2019.

8. We also found that EWPs for EH staff do not include performance measures focused on promoting the overall quality of processing the applications. There is suggested language in the QA assessment plan manual for the district to utilize.

We recommend district management include performance measures in EWPs for EH staff, as provided in the QA manual, to ensure employees can be evaluated on the QA plan requirements.

District Corrective Action Plan
The district concurs and the QA verbiage is being added to all appropriate staff EWPs under performance measures.

Deposits

9. Twelve of 25 deposits reviewed (48%) involved a deposit that skipped a receipt number and was not accounted for in the deposit file. For two of 12 deposits with skipped receipt numbers, voided receipts were not documented in the deposit reconciliation and there was no indication of management approval. Per discussion with staff, we found that that daily receipts are not reconciled to the Daily Activity Report.

We recommend district management ensure all receipts are accounted for and reconciled to the Daily Activity Report.

District Corrective Action Plan
The district concurs. Voided receipts will be recorded on the deposit reconciliation and signed by the Business Office Supervisors.

We also recommend district management ensure all voided receipts are properly documented, with confirmation of a valid voided receipt documented by a second employee (preferably a supervisor). The deposit reconciliation and work papers should also clearly note that the void occurred.

District Corrective Action Plan
The district concurs. Voided receipts will be recorded on the deposit reconciliation and signed by the Business Office Supervisors.

10. One of 25 deposits reviewed (4%) was deposited six days after the receipt.

We recommend district staff deposit funds collected no later than the next business day as required by the VDH Deposit Policy.

District Corrective Action Plan
The district concurs. We will ensure deposits are being made on the same day of business, but no later than the next business day.

11. Seven of 25 deposits reviewed (28%) did not identify when receipts were received and it could not be determined if the deposit was made timely. Six of the seven deposits were generated at the Winchester Health District location, and staff at this location did not include the "List of Undeposited Receipts" report in their daily deposit reconciliation files. This report includes receipt date and other pertinent information to enable a complete reconciliation.

We recommend district management ensure the "List of Undeposited Receipts" report is included in daily deposit records to facilitate a complete reconciliation of daily transactions.

District Corrective Action Plan
Before the audit was completed, the "List of Undeposited Receipts" documentation had been presented for the Winchester location. We will be providing the "List of Undeposited Receipts" in the deposit records going forward.

Supplies and Equipment

12. Two software purchases were noted during our review without an approved RAP as required by VDH Delegated Procurement Authority Policy.

We recommend district management ensure a RAP is completed and approved for all purchases of software or other IT goods or services as noted in agency policy.

District Corrective Action Plan
The district concurs, and we will ensure all software purchases have an approved RAP on file prior to making the purchase.

FAACS/Controllable Inventory

13. We tested 20 purchases including software and equipment, and noted 15 purchases that were not listed in the district's access inventory database. Ten of the 15 purchases had an inventory tag sheet on file with data to be entered to the database; however, district staff have noted problems when attempting to update the database. In addition, district inventory logs do not contain complete information regarding assets such as purchase price and purchase date.

We recommend district management continue to work on inventory management options and consider utilizing an interim method of maintaining accurate inventory records until a permanent solution is implemented. The district should also ensure inventory records include purchase price and purchase date for all assets.

District Corrective Action Plan
The district concurs, and we will ensure all applicable purchases have completed inventory tag sheets. In addition, a new inventory system is being considered to replace the current database system within the next 6 months.

14. Per discussions with district management, a physical inventory of FAACS and controllable equipment was performed in March 2018. However, the controllable inventory was not documented.

We recommend district management ensure documentation is maintained for the annual controllable asset inventory.

District Corrective Action Plan
The district concurs, and we will perform a controllable inventory on an annual basis.

Budget

15. During our review of the district's budget, management stated that FY17 budget numbers were used for the FY18 budget instead of forecasting changes for the coming year. Multiple factors influenced this approach including issues with the budget module, loss of several key district staff, and a relatively new administrative management team.

We recommend district management ensure annual budgets are developed based on prior year results, known changes to resources and expenses, and forecasting of trends related to revenue, turnover, and operational costs. The district should consider working with Community Health Services, the Office of Financial Management budget team, and existing resources to develop and manage the district budget.

District Corrective Action Plan
The district concurs. The budget process has already been corrected and completed as expected for FY19. The Business Manager will continue to work with Community Health Services and the Office of Financial Management to create annual budgets.

SPCC

16. As required by the Department of Accounts' (DOA) Commonwealth Accounting Policies and Procedures Manual, all state agencies are to utilize DOA's contract for all card needs. Currently, Bank of America VISA is the purchasing card contractor.
    During our review of district purchases, we determined the district maintains a charge card account with John Deere Financial, and monthly payments are made when purchases take place. District staff were not aware of DOA's restrictions against establishing such accounts.

We recommend district management promptly terminate the credit card account.

District Corrective Action Plan
The district concurs and the John Deere Financial account has been cancelled.

LNP Reviews

17. Per discussion with management, it was noted that chart reviews relating to care provided by the district's Licensed Nurse Practitioners (LNPs) are conducted and discussed with the LNPs. However, the reviews were not documented on the Record Review Form. After discussing the issue, management stated that use of the form would be implemented immediately.

We recommend district management utilize the CHS Record Review Form developed to document this process.

District Corrective Action Plan
The district concurs and have already created a chart review process. The first workday of the last week of each month, the Business Office staff will pull ten recently completed charts for each supervised Nurse Practitioner. The Director will review these charts using the VDH Record Review Form, and discuss any pertinent issues with the NPs at the Providers' Meeting, scheduled the first Friday of the following month.

Human Resources Activities

18. The recruitment records for five new employees hired during the audit period were reviewed to ensure the records were maintained in accordance with OHR requirements, and the following was noted:

    - Four recruitments were not updated in RMS within a week of filling the position.
    - One wage position recruitment did not include a PAW to support the rate of pay determination.

We recommend district management ensure RMS is updated to reflect the hired status of new employees within five business days of filling a position.

District Corrective Action Plan
The district concurs, and we have implemented a process to ensure the RMS system is updated within five business days of filling a position.

We also recommend district management ensure all recruitment files include a PAW.

District Corrective Action Plan
The district concurs, and we will ensure all recruitment files include a PAW by utilizing a checklist system for each employee file.

E-4

FY 2021-2022 BUDGET PREPARATION
PARTNER AGENCY DOCUMENTATION FORM

RETURN TO: FINANCE DEPARTMENT
c/o shayes@warrencountyva.net
Budget Submission Deadline is December 16, 2020

Agency: Northwestern Community Services Board **Contact Person:** Michael Elwell

Address: 209 West Criser Road, Suite 300, Front Royal, VA 22630

Telephone: (540)636-4250 **Facsimile:** (540)-636-7171

Date: 12/14/2020 **E-mail Address:** melwell@nwcsb.com

TOTAL FUNDING AMOUNT REQUESTED: $342,746

Department Description: Please provide an overview of the agency's responsibilities. This description should include functions and responsibilities of the agency.

Northwestern Community Services is the statutorily designated public community mental health, intellectual disability, and substance use disorder services agency for this area. Services are planned, developed, and provided for each citizen seeking services based on the individual's needs.

Service Levels: Please provide workload items of a regular nature (i.e. daily, weekly, regular annual) that are the responsibility of the agency. These items include activities that consume a major portion of the agency's budget; are critical to the success of the agency's mission; have a significant focus on citizens/customers, etc. Also, please provide a brief description of all service areas and the unduplicated number of Warren County residents you served in the previous fiscal year in each service area.

Northwestern provides an array of services to the citizens of Warren County. This includes 24 hour, 365 day per year emergency crisis team, which works with local law enforcement, emergency rooms, and others for individuals in crisis. Northwestern also provides outpatient, doctor and nursing services, case management, forensic evaluations, and prevention services. As a community partner, NWCS provides collaborative programming with the RSW Regional Jail (mental health worker position). Senior management staff are also members of the local CSA System (FAPT and CPMT), Northwestern also provides support to other non-profit intellectual disability services providers, including Skyline Head Start and disability advocacy organizations. NWCS is currently working with other community members to open a Peer Recovery Center in Front Royal, providing day-time support to citizens experiencing homelessness. NWCS senior management also partnered with Warren County in drafting a legislative priorities statement for the Virginia Association of Counties.

Please see graph below which outlines the services and total episodes of care provided to the residents of Warren County. The total number of unduplicated consumers Northwestern served from Warren County for fiscal year 2020 was 1,283.

FY 2020	Y		
*County2	Warren County		
Row Labels	**Distinct Count of Client ID**		
1250 LIPOS	1		
1310 MHOP	118		
1312 MH MS	646		
1320 MH CM	650		
1350 PACT	8		
1425 REHAB	5		
1521 MHRes	15	MH Total Distinct Clients	1443
2320 ID CM	87		
2430 ID SE	8		
2581 IDRsp	1	ID Total Distinct Clients	96
3310 SUOP	116		
3312 SUMS	29		
3313 SUIOP	2		
3320 SU CM	31		
3335 SUMAT	39	SU programs Total Distinct	217
4100 ES	448		
4390 ConMS	5		
4720 A & E	393	No program area	846
Grand Total	**1283**		

Goals and Objectives: Please provide workload items that are not of a day-to-day nature. Examples include certifications and/or awards the agency plans to attain, educational training (including continuing education), and significant projects the agency plans to undertake.

Northwestern continues to provide services during the COVID19 pandemic. We continue to expand initiative where possible, including child and adolescent services and substance use disorder services for both adolescents and adults. Our agency continues to seek third party reimbursement through Medicaid reimbursement. In order to fund other aspects of these initiatives, our agency is relying on local, regional, and state partners for program collaboration/support as well as financial assistance.

Our agency has continued to expand its coverage for essential services to citizens, including through case management, psychiatric and nursing services, and crisis services. We continue to assist citizens in obtaining and retaining insurance benefits provided via Medicaid and/or Medicare, as well as assist citizens in obtaining low cost prescription medications. Northwestern is also working to keep up with new Medicaid and Medicare regulations as well as policy changes that impact documentation requirements and reimbursement.

All of these changes require careful planning and implementation.

Justification (Increases): The agency should provide adequate justification for the request. What percentage of your total budget is used for administrative expenses?

Northwestern is requesting an increase in funding for FY 2021-2022. In order for Northwestern to continue to provide a wide variety of services to the areas we serve we are requesting a 2.5% across the board increase from all of the localities we serve. If funded, we plan to use the 2.5% increase towards expanding all services to Warren County residents. We will continue to use our government appropriations to serve those in need throughout our catchment area.

Northwestern's percentage of administrative expense for fiscal year 2020 was 11.73%.

All Budget Requests MUST include a copy of your agency's budget and most recent audit.

See attached.

Northwestern Community Services Board

	Proposed Budget 7/01/21-6/30/22
REVENUE	
State Funds	$8,184,673
Federal Funds	$931,088
Fees	$9,366,590
Local Governments	$1,473,656
Other	$127,540
TOTAL	$20,083,547
EXPENSES	
Salaries/Benefits	$14,439,914
Operations	$5,643,633
TOTAL	$20,083,547

NORTHWESTERN COMMUNITY SERVICES BOARD ADMINISTRATION STAFF
December 1, 2020

Position	Years of Tenure	Annual Salary
Chief Executive Officer	5	154,047
CYFS Coordinator	17	78,219
Payroll Specialist	11	86,724
Accts Payable Technician	4	37,982
Chief Operational Officer	vacant	131,047
SA/SUD Coordinator	15	96,153
Q.A. Technician	19	50,015
Q.A. Technician	4	30,898
Lead Transcriptionist	22	34,258
Transcriptionist	vacant	30,898
Business Coordinator	38	92,902
Compliance Coordinator	7	65,859
Reimbursement Specialist	3	59,402
HR Manager	4	96,153
Accountant	>1	52,812
HR/Finance Specialist	26	89,759
Chief Financial Officer	11	118,196
Maintenance Supervisor	9	51,765
Info Systems Specialist	15	50,015
Info Systems Technician	20	59,402
Reimbursement Technician	2	26,016
Info Systems Manager	28	92,902
MR/ID Services Supervisor	19	65,859
Chief Clinical Program Manager	vacant	114,198
Medical Services Coordinator	2	83,791
Purchasing Agent	6	48,323
Reimbursement Technician	2	26,926
HR/Administrative Assistant	5	36,698
Buildings and Grounds Assistant	3	33,099
Operations Coordinator	3	59,402
Buildings and Grounds Assistant	2	29,854

NORTHWESTERN COMMUNITY SERVICES BOARD

FRONT ROYAL, VIRGINIA

FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2020

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NORTHWESTERN COMMUNITY SERVICES BOARD

BOARD OF DIRECTORS

Dominika Seal, Chair

Audrey Brown	Irina Khanin
Wendy Bundy	Guss Morrison
Rebecca Cooper	Dr. Philip Pate
Sandra Dunkle	Deborah Rockwell
Dr. Antoinnette Funk	Gina Stetter
Lucille Harris	Vacancy
Rev. David Howard	Vacancy

PRINCIPAL MANAGEMENT TEAM

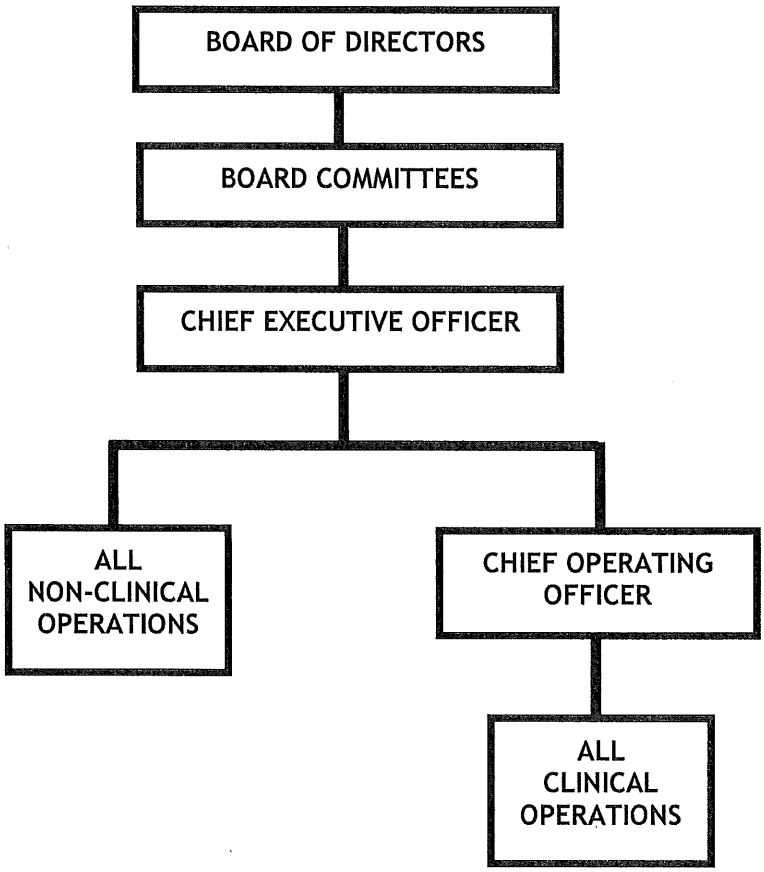
Mike Elwell, Chief Executive Officer

Mark Gleason, Chief Operating Officer

Catherine Russell, Chief Financial Officer

NORTHWESTERN COMMUNITY SERVICES BOARD

ORGANIZATIONAL CHART



CPAs | CONSULTANTS

ROBINSON, FARMER, COX ASSOCIATES, PLLC

Certified Public Accountants

Independent Auditors' Report

To the Board of Directors
Northwestern Community Services Board
Front Royal, Virginia

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of Northwestern Community Services Board, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Northwestern Community Services Board's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Specifications for Audits of Authorities, Boards, and Commissions*, issued by the Auditor of Public Accounts of the Commonwealth of Virginia. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of Northwestern Community Services Board, as of June 30, 2020, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and schedules related to pension and OPEB funding on pages 4-6 and 45-52 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Northwestern Community Services Board's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited Northwestern Community Services Board's 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 19, 2019. In our opinion, the summarized comparative information presented herein as and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2020 on our consideration of Northwestern Community Services Board's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northwestern Community Services Board's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northwestern Community Services Board's internal control over financial reporting and compliance.

Robinson Farmer Cox Associates

Charlottesville, Virginia
November 16, 2020

The following Management's Discussion and Analysis (MD&A) of Northwestern Community Services Board's (NWCSB) financial performance provides the reader with an overview to the financial statements of the NWCSB for the fiscal year ended June 30, 2020.

Northwestern Community Services Board presents three basic financial statements for the purpose of analyzing the financial position of the NWCSB as of June 30, 2020. These are: (1) Statement of Net Position; (2) Statement of Revenues, Expenses and Changes in Net Position; and (3) Statement of Cash Flows.

NWCSB's financial position is measured in terms of resources (assets) owned and obligations (liabilities) owed as of June 30, 2020. This information is reflected on the Statement of Net Position. The excess of assets and deferred outflows of resources over liabilities and deferred inflows of resources is the net position.

Information reflecting the results of operations during the fiscal year 2020 is reported in the Statement of Revenues, Expenses and Changes in Net Position. This statement reflects total revenue and total expenses for the fiscal year ended June 30, 2020 and excess or deficiency of revenue over expenses for the year.

The flow of cash resources into and out of NWCSB during the fiscal year is reflected on the Statement of Cash Flows. This statement also reflects the net increase or decrease in cash and cash equivalents for the year and the ending cash and cash equivalents as of June 30, 2020.

Financial Position: A summary of NWCSB's Statement of Net Position for fiscal years 2020 and 2019 is presented below.

Summary Statement of Net Position

	2020	2019
Current assets	$ 5,838,602	$ 5,091,313
Restricted assets	198,673	198,653
Other assets	-	898,715
Capital assets	2,140,828	2,331,740
Total assets	$ 8,178,103	$ 8,520,421
Deferred outflows of resources	$ 1,546,616	$ 468,787
Current liabilities	$ 1,306,225	$ 1,288,059
Long-term liabilities	2,350,314	1,948,139
Total liabilities	$ 3,656,539	$ 3,236,198
Deferred inflows of resources	$ 306,183	$ 426,834
Net position:		
Net investment in capital assets	$ 1,101,145	$ 1,094,385
Restricted	431,707	799,825
Unrestricted	4,229,145	3,431,966
Total net position	$ 5,761,997	$ 5,326,176

The financial position of Northwestern Community Services Board is strong with net position of $5,761,997 as of June 30, 2020.

Financial Position: (continued)

A summary of NWCSB's Statement of Revenues, Expenses and Changes in Net Position for fiscal years 2020 and 2019 is presented below.

Summary Statement of Revenues, Expenses and Changes in Net Position

	2020	2019
Operating revenues:		
Net patient service revenue	$ 9,093,075	$ 7,833,274
Operating expenses	21,293,140	19,177,629
Operating income (loss)	$ (12,200,065)	$ (11,344,355)
Nonoperating income, net	12,588,344	12,587,929
Capital contributions	47,542	-
Change in net position	$ 435,821	$ 1,243,574

Operating income is generated from providing patient services with the majority of this income generated from Medicaid. Medicaid income represented approximately 88% of our operating income for 2020 and 87% for 2019. Non-operating income showed a slight increase due to increased state funding, which was largely offset by decreased state and local funding. The increase in operating expenses is a result of increased pay rates, leading to higher salaries and benefits costs. Actuarial valuations resulted in reporting a net pension liability whereas a net pension asset was reported in prior years. The OPEB liabilities also increased over prior years. Another factor in increased expenses was program expansion as a result of increased state funding.

Cash Flow: A summary of NWCSB's Statement of Cash Flows for fiscal years 2020 and 2019 is presented below.

Condensed Statement of Cash Flows

	2020	2019
Cash flows provided (used) by operating activities	$ (11,390,438)	$ (11,647,370)
Cash flows provided (used) by noncapital and related financing activities	12,413,383	12,634,954
Cash flows provided (used) by capital and related financing activities	(69,211)	(327,162)
Cash flows provided (used) by investing activities	24,262	26,794
Net increase (decrease) in cash and cash equivalents	$ 977,996	$ 687,216
Cash and cash equivalents, beginning of year	3,268,988	2,581,772
Cash and cash equivalents, end of year	$ 4,246,984	$ 3,268,988

Cash flows from operating activities reconcile the operating loss recorded on the Statement of Revenues, Expenses and Changes in Net Position to cash provided by operating activities. In this process, the Operating Loss is decreased by the amount of any non-cash transaction (depreciation) and adjusted for changes in operating assets, liabilities, and pension and OPEB related deferred outflows and inflows of resources.

Cash flows from non-capital and related financing activities consist of income received primarily as government grants.

Cash flows from capital and related financing activities represent the acquisition of capital assets. Also reflected are principal and interest payments on mortgages and loans payable, which were used for capital asset acquisitions.

Cash flows from investing activities are comprised of interest income.

Financial Position: (continued)

During 2020, there was an increase of $977,996 in cash and cash equivalents compared to an increase of $687,216 in 2019. This increase in cash was due to NWCSB's continued work with the Managed Care Organizations. Measures that were put in place in previous years to ensure Medicaid billings are accurate and timely continue to be reviewed and monitored. These measures continue to result in NWCSB receiving Medicaid revenue in a timely manner. NWCSB has also seen an increase in staff positions that bill Medicaid which has resulted in higher Medicaid billings. NWCSB will continue to address issues that arise in order to ensure timely payments are received.

Capital Assets and Debt Administration

Capital Assets:

On June 30, 2020, NWCSB had $2,140,828 in net capital assets. These were comprised primarily of land, buildings and improvements, and equipment and vehicles. This is a net decrease of $190,912 from 2019, which resulted from depreciation expense exceeding the new asset additions. New additions included a new van purchased through a grant and two ac units for the Sunshine House. The Chapin House land, building, and improvements were sold during the year. The structures were fully depreciated, resulting in a gain of $211,000 on the sale.

For additional information, reference Note 5 Capital Assets in notes to financial statements.

Long-term Debt:

Long-term debt as of June 30, 2020 is $1,039,683. This debt is for two facilities. The first is Sunshine House in New Market, which is financed by two notes with Rural Economic Development Administration (FmHA) with a total balance of $121,938. The second facility is the Center for Health and Development in Front Royal and is financed by two notes; one with FmHA with a balance of $551,180 and the second note is with BB&T Bank with a balance of $366,565. Long-term debt may increase in fiscal year 2021 as NWCSB looks at the possibility of purchasing a new clinic in the Winchester area.

For additional information, reference Note 7 Long-term Obligations in notes to financial statements.

Other Significant Activities in Fiscal Year 2020

During fiscal year 2020, NWCSB continued to review and adjust its operations. Work with the Managed Care Organizations and getting Medicaid billing in timely and accurately was a main focus along with the COVID19 pandemic. NWCSB continuously reviewed regulatory changes related to COVID19 to ensure operations were running effectively. Fiscal Year 2021 will continue to be a year of change that will impact operations for NWCSB. With the continuation of COVID19, NWCSB will work diligently to carefully plan and implement needed changes in order to operate at a high level.

Requests for Information:

This financial report is designed to provide a general overview of Northwestern Community Services Board's finances for all those with an interest in the Board's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, 209 W. Criser Rd. Suite 300, Front Royal, Virginia 22630.

- Basic Financial Statements -

NORTHWESTERN COMMUNITY SERVICES BOARD

Statement of Net Position
As of June 30, 2020
(With Comparative Totals for 2019)

	2020	2019
Assets		
Current Assets:		
Cash and cash equivalents	$ 4,048,311	$ 3,070,335
Accounts receivable, less allowance for uncollectibles	1,341,554	1,652,531
Due from other governments	1,850	3,200
Prepaid items	446,887	365,247
Total current assets	$ 5,838,602	$ 5,091,313
Restricted Assets:		
Cash and cash equivalents - debt reserve accounts	$ 198,673	$ 198,653
Other Assets:		
Net pension asset	$ -	$ 898,715
Capital Assets:		
Property and equipment, less accumulated depreciation	$ 2,140,828	$ 2,331,740
Total assets	$ 8,178,103	$ 8,520,421
Deferred Outflows of Resources		
Pension related items	$ 1,023,832	$ 296,849
OPEB related items	522,784	171,938
Total deferred outflows of resources	$ 1,546,616	$ 468,787
Liabilities		
Current Liabilities:		
Accounts payable and accrued expenses	$ 349,210	$ 485,152
Accrued interest	2,159	3,395
Compensated absences	748,928	603,377
Loans payable, current portion	205,928	196,135
Total current liabilities	$ 1,306,225	$ 1,288,059
Long-term Liabilities:		
Loans payable, less current portion	$ 833,755	$ 1,041,220
Net OPEB liabilities	1,317,710	906,919
Net pension liability	198,849	-
Total long-term liabilities	$ 2,350,314	$ 1,948,139
Total liabilities	$ 3,656,539	$ 3,236,198
Deferred Inflows of Resources		
Pension related items	$ 250,648	$ 362,970
OPEB related items	55,535	63,864
Total deferred inflows of resources	$ 306,183	$ 426,834
Net Position		
Net investment in capital assets	$ 1,101,145	$ 1,094,385
Restricted for debt service	198,673	198,633
Restricted for unexpended grant funds	233,034	601,172
Unrestricted	4,229,145	3,431,986
Total net position	$ 5,761,997	$ 5,326,176

The accompanying notes to financial statements are an integral part of this statement.

NORTHWESTERN COMMUNITY SERVICES BOARD

Statement of Revenues, Expenses and Changes in Net Position
Year Ended June 30, 2020
(With Comparative Totals for 2019)

	2020	2019
Operating revenues:		
Net patient service revenue	$ 9,093,075	$ 7,833,274
Operating expenses:		
Salaries and benefits	$ 14,364,590	$ 12,291,054
Staff development	91,641	114,660
Facility	1,802,670	2,380,437
Supplies	983,976	613,863
Travel	248,143	259,212
Contractual and consulting	3,107,138	2,737,234
Depreciation	260,806	249,711
Other	434,176	531,458
Total operating expenses	$ 21,293,140	$ 19,177,629
Operating income (loss)	$ (12,200,065)	$ (11,344,355)
Nonoperating income (expense):		
Grants:		
Commonwealth of Virginia	$ 8,502,741	$ 8,153,622
Federal government	1,993,944	2,659,606
Local governments	1,417,349	1,358,281
Interest income	24,262	26,794
Other	497,999	460,812
Gain on asset disposal	211,000	500
Interest expense	(58,951)	(71,686)
Net nonoperating income (expense)	$ 12,588,344	$ 12,587,929
Income before capital contributions	$ 388,279	$ 1,243,574
Capital contributions:		
Vehicle grant - federal government	$ 47,542	$ -
Change in net position	$ 435,821	$ 1,243,574
Net position, beginning of year	5,326,176	4,082,602
Net position, end of year	$ 5,761,997	$ 5,326,176

The accompanying notes to financial statements are an integral part of this statement.

NORTHWESTERN COMMUNITY SERVICES BOARD

Statement of Cash Flows
Year Ended June 30, 2020
(With Comparative Totals for 2019)

	2020	2019
Cash flows from operating activities:		
Receipts from customers	$ 9,404,052	$ 7,717,279
Payments to suppliers	(6,805,119)	(6,548,116)
Payments to and for employees	(13,989,371)	(12,816,533)
Total cash flows provided by (used for) operating activities	$ (11,390,438)	$ (11,647,370)
Cash flows from noncapital and related financing activities:		
Government grants	$ 11,915,384	$ 12,174,142
Other	497,999	460,812
Total cash flows provided by (used for) noncapital and related financing activities	$ 12,413,383	$ 12,634,954
Cash flows from capital and related financing activities:		
Purchase of capital assets	$ (33,552)	$ (79,573)
Sale of capital assets	222,200	-
Interest on long-term debt	(60,187)	(71,982)
Principal payments on mortgages and loans payable	(197,672)	(175,607)
Total cash flows provided by (used for) capital and related financing activities	$ (69,211)	$ (327,162)
Cash flows from investing activities:		
Interest income	$ 24,262	$ 26,794
Net increase (decrease) in cash and cash equivalents	$ 977,996	$ 687,216
Cash and cash equivalents, beginning of year	3,268,988	2,581,772
Cash and cash equivalents, end of year	$ 4,246,984	$ 3,268,988
Summary of cash and cash equivalents:		
Unrestricted	$ 4,048,311	$ 3,070,335
Restricted	198,673	198,653
Total cash and cash equivalents	$ 4,246,984	$ 3,268,988
Cash flows from operating activities:		
Operating income (loss)	$ (12,200,065)	$ (11,344,355)
Adjustments to reconcile operating income (loss) to cash provided by (used for) operating activities:		
Depreciation	260,806	249,711
Changes in assets, liabilities, and deferred inflows/outflows of resources:		
Accounts receivable	310,977	(115,995)
Prepaid items	(81,640)	(62,183)
Net pension asset	898,715	(465,083)
Deferred outflows - pension related	(726,983)	82,754
Deferred outflows - OPEB related	(350,846)	(104,014)
Accounts payable and accrued expenses	(135,942)	35,654
Compensated absences	145,551	33,271
Net pension liability	198,849	-
Net OPEB liabilities	410,791	90,623
Deferred inflows - pension related	(112,322)	(42,079)
Deferred inflows - OPEB related	(8,329)	(5,674)
Net cash provided by (used for) operating activities	$ (11,390,438)	$ (11,647,370)
Noncash capital activities:		
Trade-in of vehicles	$ -	$ 500
Grant funded purchase of vehicle (direct payment by grantor)	47,544	-

The accompanying notes to financial statements are an integral part of this statement.

Note 1 - Summary of Significant Accounting Policies:

A. Description and Purpose of Agency:

The Board operates as an agent for the Counties of Clarke, Frederick, Page, Shenandoah and Warren and the City of Winchester in the establishment and operation of community mental health, intellectual disability and substance abuse programs as provided for in Chapter 10 of Title 37.1 of the Code of Virginia (1950), relating to the Virginia Department of Behavioral Health and Developmental Services. In addition, the Board provides a system of community mental health and intellectual disability and substance abuse services which relate to and are integrated with existing and planned programs.

B. Financial Reporting Entity:

For financial reporting purposes, the Board includes all organizations for which it is considered financially accountable.

Based on the above criteria, no other organizations or entities have been included as part of the reporting entity.

The Board is reported as a jointly governed entity by the participant localities in their financial reports.

C. Financial Statement Presentation:

Northwestern Community Services Board is a governmental health care entity required to follow the accounting and reporting practices of the Governmental Accounting Standards Board. The accompanying financial statements are prepared in accordance with pronouncements issued by the GASB. The principles prescribed by GASB represent generally accepted accounting principles applicable to governmental units.

D. Basis of Accounting:

The Board is funded by federal, state and local funds. Its accounting policies are governed by applicable provisions of these grants and applicable pronouncements and publications of the grantors. The Board utilizes the accrual basis of accounting where revenues are recorded when earned and expenses recorded when due. Substantially all revenues and expenses are subject to accrual.

E. Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

F. Cash and Cash Equivalents:

The Board maintains cash accounts with financial institutions in accordance with the Virginia Security for Public Deposits Act of the Code of Virginia. The Act requires financial institutions to meet specific collateralization requirements. Cash and cash equivalents include cash on hand, amounts in demand deposits as well as short-term investments with a maturity date within three months of the date acquired by the Board.

Note 1 - Summary of Significant Accounting Policies: (continued)

F. Cash and Cash Equivalents: (continued)

For purposes of the statement of cash flows, the Board considers their demand deposits and all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

G. Restricted Assets:

The Board segregates funds reserved for debt service as required by loan agreements with Rural Development. The restricted debt service accounts were $198,673 and $198,653 for 2020 and 2019, respectively.

H. Investments:

Investments with a maturity of less than one year when purchased, non-negotiable certificates of deposit, other nonparticipating investments, and external investment pools are stated at cost or amortized cost. Investments with a maturity greater than one year when purchased are stated at fair value. Fair value is the price that would be received to sell an investment in an orderly transaction at year end.

I. Prepaids:

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The costs of prepaid items are recorded as expenses when consumed rather than when purchased.

J. Client Fees and Allowance for Uncollectible Accounts:

The Board is required to collect the cost of services from third party sources and those individuals who are able to pay. However, the payment of amounts charged is based on individual circumstances and unpaid balances are pursued to the extent of the client's ability to pay. The Board has established procedures for granting financial assistance in cases of hardship. The granting of financial assistance results in a substantial reduction and/or elimination of charges to individual clients. Because the Board does not pursue the collection of amounts determined to qualify for financial assistance, they are not reported as revenue.

Net client service revenue is reported at the estimated net realizable amounts from clients, third party payers, and others for services rendered. Revenue under third party payer agreements is subject to audit and retroactive adjustment. Retroactive adjustments are reported in operations in the year of settlement.

A significant majority of fees billed and collected result from Medicaid billings. Account balances in arrears for greater than 150 days are deemed uncollectible. An allowance for doubtful client accounts has been estimated by management to approximate $1,749,601 at June 30, 2020 and $2,247,035 at June 30, 2019.

Note 1 - Summary of Significant Accounting Policies: (continued)

K. Capital Assets:

Capital asset acquisitions that cost $5,000 or more with a useful life of more than 2 years are capitalized and recorded at cost. Donated capital assets are recorded at acquisition value at the time of the gift. Depreciation is provided over the estimated useful life of each of the depreciable assets using the straight-line method.

Estimated useful lives of capital assets are as follows:

Buildings	20 to 40 years
Improvements to buildings	10 to 20 years
Leasehold improvements	20 years
Furniture, fixtures, equipment and vehicles	5 to 10 years

L. Deferred Outflows/Inflows of Resources:

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Board's deferred outflows of resources are comprised of certain items related to the measurement of the net pension liability and net OPEB liabilities and contributions to the pension and OPEB plans made during the current year and subsequent to the net pension liability and net OPEB liabilities measurement dates. For more detailed information on these items, reference the related notes.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Board's deferred inflows of resources are comprised of certain items related to the measurement of the net pension liability and net OPEB liabilities. For more detailed information on these items, reference the related notes.

M. Pensions:

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Board's Retirement Plan and the additions to/deductions from the Board's Retirement Plan's net fiduciary position have been determined on the same basis as they were reported by the Virginia Retirement System (VRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

N. Other Postemployment Benefits (OPEB):

For purposes of measuring the net VRS related OPEB liabilities, deferred outflows of resources and deferred inflows of resources related to the OPEB, and OPEB expense, information about the fiduciary net position of the VRS GLI and VLDP OPEB Plans and the additions to/deductions from the VRS OPEB Plans' net fiduciary position have been determined on the same basis as they were reported by VRS. In addition, benefit payments are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Note 1 - Summary of Significant Accounting Policies: (continued)

O. Compensated Absences:

The Board's employees earn annual leave (vacation pay) in varying amounts and can accumulate annual leave based on length of service.

Employees terminating their employment are paid by the Board their accumulated annual leave up to the maximum limit. Unused sick leave is not paid at the date of separation.

P. Net Position:

The difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called net position. Net position is comprised of three components: net investment in capital assets, restricted, and unrestricted.

- Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of bonds, notes, and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.
- Restricted net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.
- Unrestricted net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that does not meet the definition of the two preceding categories.

The Board may fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Board's policy to consider restricted net position to have been depleted or used before unrestricted net position is applied.

Q. Operating and Nonoperating Revenues and Expenses:

Operating revenues and expenses are defined as those items that result from providing services, and include all transactions and events which are not capital and related financing, noncapital financing or investing activities. Nonoperating revenues are defined as grants, investment and other income. Nonoperating expenses are defined as capital and noncapital related financing and other expenses.

R. Budgetary Accounting:

The Board follows these procedures in establishing its budgets:

1. In response to Letters of Notification received from the Department of Behavioral Health and Developmental Services (the Department), the Board submits a Performance Contract to the Department. This application contains complete budgets for all Core Services.

Note 1 - Summary of Significant Accounting Policies: (continued)

R. Budgetary Accounting: (continued)

2. The Board's Performance reports are filed with the Department during the fiscal year, 45 working days after the end of the second quarter. The final quarterly report is generally due by August 31 (following the end of the fiscal year), unless extended.

3. If any changes are made during the fiscal year in state or federal block grants, or local match funds, the Board submits Performance Contract revisions which reflect these changes in time to be received by the Department by required deadlines.

S. Comparative Amounts:

Comparative amounts for the prior year are presented for informational purposes only.

Note 2 - Fiscal Agent:

The County of Frederick, Virginia acts as fiscal agent for the Board pursuant to the requirements of Section 37.1-195 of the Code of Virginia (1950), as amended.

Note 3 - Deposits and Investments:

Cash and Cash Equivalents: The Board considers all highly liquid cash investments and certificates of deposit, regardless of maturity, to be cash and cash equivalents. A summary of cash and cash equivalents is as follows:

	2020	2019
Cash in bank - operating	$ 1,887,086	$ 1,933,352
Cash in bank - restricted - debt reserves	198,673	198,653
Cash on hand and petty cash accounts	5,325	5,325
Investments	2,155,900	1,131,658
Total	$ 4,246,984	$ 3,268,988

Deposits:

Deposits with banks are covered by the Federal Deposit Insurance Corporation (FDIC) and collateralized in accordance with the Virginia Security for Public Deposits Act (the "Act") Section 2.2-4400 et. Seq. of the Code of Virginia. Under the Act, banks and savings institutions holding public deposits in excess of the amount insured by the FDIC must pledge collateral to the Commonwealth of Virginia Treasury Board. Financial Institutions may choose between two collateralization methodologies and depending upon that choice, will pledge collateral that ranges in the amounts from 50% to 130% of excess deposits. Accordingly, all deposits are considered fully collateralized.

Note 3 - Deposits and Investments: (continued)

Investments:

Statutes authorize the Board to invest in obligations of the United States or agencies thereof, obligations of the Commonwealth of Virginia or political subdivisions thereof, obligations of the International Bank for Reconstruction and Development (World Bank), the Asian Development Bank, the African Development Bank, "prime quality" commercial paper that has received at least two of the following ratings: P-1 by Moody's Investors Service, Inc.; A-1 by Standard and Poor's; or F1 by Fitch Ratings, Inc. (Section 2.2-4502), banker's acceptances, repurchase agreements and the State Treasurer's Local Government Investment Pool (LGIP). The Board's investment policies are the same as the state statutes.

Custodial Credit Risk (Investments):

To protect the Board against potential fraud, the Board requires the investment assets of the Board to be secured through third-party custody and safekeeping procedures. Collateralized securities, such as repurchase agreements, shall be purchased using the delivery versus payment procedure.

Credit Risk of Debt Securities:

The Board's rated debt investments as of June 30, 2020 were rated by Standard and Poor's and the ratings are presented below using the Standard and Poor's rating scale.

Rated Debt Investments Value		
Rated Debt Investments	Fair Quality Ratings	
	AAAm	
Virginia Local Government Investment Pool	$	2,155,900

Concentration of Credit Risk:

The Board does not have an investment policy regarding the concentration of credit risk.

Interest Rate Risk:

The Board's investment policy prohibits investing in instruments with a maturity date of greater than one year from the date of purchase.

Investment Type		Value		Investment Maturity Less Than One Year
Virginia Local Government Investment Pool	$	2,155,900	$	2,155,900

Note 3 - Deposits and Investments: (continued)

External Investment Pool:

The value of the positions in the external investment pool (Local Government Investment Pool) is the same as the value of the pool shares. As LGIP is not SEC registered, regulatory oversight of the pool rests with the Virginia State Treasury. LGIP is an amortized cost basis portfolio. There are no withdrawal limitations or restrictions imposed on participants.

Note 4 - Client Fees and Receivables:

Client fee revenues were from the following sources:

	2020	2019
Medicaid	$ 7,981,315	$ 6,797,103
Direct client	166,383	216,972
Third-party and other	945,377	819,199
Total	$ 9,093,075	$ 7,833,274

Net client fee and other receivables at June 30, 2020 and 2019 were due from the following sources:

	2020	2019
Direct and other client	$ 1,284,909	$ 1,016,246
Medicaid	1,157,726	1,928,268
Third party and other	648,520	955,052
Total	$ 3,091,155	$ 3,899,566
Allowance for uncollectibles	(1,749,601)	(2,247,035)
Net fees receivable	$ 1,341,554	$ 1,652,531

Other than Medicaid fees receivable, there are no individually significant receivables.

Note 5 - Capital Assets:

Capital assets consist of the following:

	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	$ 129,881	$ -	$ 11,200	$ 118,681
Capital assets being depreciated:				
Building and improvements	$ 4,630,289	$ 21,664	$ 100,724	$ 4,551,229
Equipment and vehicles	2,017,732	59,430	-	2,077,162
Leasehold improvements	11,895	-	11,895	-
Total capital assets being depreciated	$ 6,659,916	$ 81,094	$ 112,619	$ 6,628,391
Accumulated depreciation				
Building and improvements	$ 2,683,528	$ 132,270	$ 100,724	$ 2,715,074
Equipment and vehicles	1,762,634	128,536	-	1,891,170
Leasehold improvements	11,895	-	11,895	-
Total accumulated depreciation	$ 4,458,057	$ 260,806	$ 112,619	$ 4,606,244
Net capital assets being depreciated	$ 2,201,859	$ (179,712)	$ -	$ 2,022,147
Net capital assets	$ 2,331,740	$ (179,712)	$ 11,200	$ 2,140,828

Total depreciation expense was $260,806 for 2020 and $249,711 for 2019.

Note 6 - Operating Lease Agreements:

The Board leases office space and other facilities from various lessors. The lease terms range from monthly to ten years. Future minimum lease requirements for the long-term rental of office space under non-cancelable leases are as follows:

Year Ending June 30,	
2021	$ 247,494
2022	146,609
2023	77,445
2024	77,445
2025	77,445
2026-2030	374,317
Total	$ 1,000,755

Total rental expense amounted to $1,185,721 in 2020 and $1,574,418 in 2019.

Note 7 - Long-term Obligations:

Compensated Absences:

The Board has accrued the liability arising from outstanding claims and judgments and compensated absences.

Board employees earn leave based on length of service. No benefits or pay is received for unused sick leave upon termination by general government employees. The Board has outstanding accrued leave pay totaling $748,928 at June 30, 2020 and $603,377 at June 30, 2019, an increase of $145,551. All of the leave liability is reported as current because any amounts deemed to be long-term cannot be estimated.

Long-term Obligations:

The following is a summary of long-term obligation transactions for the Board for the year ended June 30, 2020.

	Direct Borrowings and Placements			
	Loans Payable	Net Pension Liability	Net OPEB Liabilities	Total
Balance, July 1, 2019	$ 1,237,355	$ (898,715)	$ 906,919	$ 1,245,559
Issuances/additions	-	3,408,048	652,229	4,060,277
Retirement/decreases	(197,672)	(2,310,484)	(241,438)	(2,749,594)
Balance, June 30, 2020	$ 1,039,683	$ 198,849	$ 1,317,710	$ 2,556,242

Annual requirements to amortize long-term debt are as follows:

Fiscal Year	Direct Borrowings and Placements	
	Principal	Interest
2021	$ 205,928	$ 44,507
2022	215,588	34,847
2023	225,704	24,731
2024	121,181	15,813
2025	78,908	11,476
2026-2028	192,374	11,139
Total	$ 1,039,683	$ 142,513

Note 7 - Long-term Obligations: (continued)

Details of Long-term Debt:

Loans payable:

	Balance Due	Current Portion
Direct borrowings and placements:		
Rural Economic Development Administration (FmHA):		
Secured by real estate located in New Market, Virginia:		
Original amount of $79,900, interest at 5%, payments of $436 per month, including principal and interest, matures in 2024	$ 17,622	$ 4,452
Original amount of $466,000, interest at 5.25%, payments of $2,615 per month, including principal and interest, matures in 2024	104,316	26,536
Secured by real estate located in Front Royal, Virginia:		
Original amount of $1,400,000, payments of $7,532 per month, including principal and interest, interest at 4.875%, matures in 2027	551,180	64,954
BB&T Bank:		
Secured by real estate located in Front Royal, Virginia:		
Original amount of $1,787,000, modified on 1/28/19 to monthly payments of $11,042 including principal and interest for 54 months, interest at the Bank's Prime Rate plus 1.00% per annum to be adjusted daily, with one final payment due 8/5/23.	366,565	109,986
Total loans payable (direct borrowings and placements)	$ 1,039,683	$ 205,928

Default Provisions:

Upon default, the Bank may declare the outstanding balance(s) of the Note(s) to be immediately due and payable, both as to principal and interest, late fees, and all other amounts/expenditures without further notice. And such balance(s) shall accrue interest at the Default Rate until paid in full. Furthermore, the Bank may require any Borrower or any Guarantor to pledge additional collateral to the Bank from such Borrower's or Guarantor's assets and properties to secure the Loan(s). The Bank may take immediate possession of and/or foreclose upon any or all Collateral which may be granted to Bank as security for the indebtedness and obligations of any Borrower or any Guarantor under the Loan Documents.

The Board is in compliance with federal arbitrage regulations.

Note 8 - Unsecured Line of Credit:

The Board has an available unsecured line of credit with BB&T Bank of Winchester in the amount of $500,000. There is no outstanding balance at June 30, 2020 and there was no activity on the line of credit during the year.

Note 9 - Funding from Participant Localities:

The Board received appropriations from the participant localities as follows:

	2020	2019
County of Clarke	$ 94,087	$ 92,000
County of Frederick	416,507	396,673
County of Page	90,538	86,227
County of Shenandoah	252,662	246,662
County of Warren	318,463	303,298
City of Winchester	245,092	233,421
Total	$ 1,417,349	$ 1,358,281

Note 10 - Risk Management:

The Board has contracted with insurance carriers for property damage and liability, workers compensation, directors and officer liability and professional liability coverage. Coverage is $7,200,000 for directors and officers and professional liability policies. Workers compensation coverage is for statutory amounts. There is no surety bond coverage required or purchased for members of the Board of Directors. The Board also has crime coverage packages totaling $2,027,000. There have been no settlements which exceeded insurance coverage in the past three years. The Board retains the risk of deductibles on each policy plus any settlements over insurance coverage limits.

Note 11 - Commitments and Contingencies:

The Board participates in federal assistance programs which are subject to audit by the grantor agencies. The Board believes that it is in compliance with applicable grant requirements, and any disallowances of costs by the grantor agencies would not be material.

Note 12 - Deferred Compensation Plan:

The Board offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. The plan is administered by a third-party administrator through an accounting firm.

Note 13 - Pension Plan:

Plan Description

All full-time, salaried permanent employees of the Board are automatically covered by a VRS Retirement Plan upon employment. This is an agent multiple-employer plan administered by the Virginia Retirement System (the System) along with plans for other employer groups in the Commonwealth of Virginia. Members earn one month of service credit for each month they are employed and for which they and their employer pay contributions to VRS. Members are eligible to purchase prior service, based on specific criteria as defined in the Code of Virginia, as amended. Eligible prior service that may be purchased includes prior public service, active military service, certain periods of leave, and previously refunded service.

Benefit Structures

The System administers three different benefit structures for covered employees - Plan 1, Plan 2 and Hybrid. Each of these benefit structures has different eligibility criteria, as detailed below.

a. Employees hired before July 1, 2010, vested as of January 1, 2013, and have not taken a refund, are covered under Plan 1, a defined benefit plan. Non-hazardous duty employees are eligible for an unreduced retirement benefit beginning at age 65 with at least 5 years of service credit or age 50 with at least 30 years of service credit. Non-hazardous duty employees may retire with a reduced benefit as early as age 55 with at least 5 years of service credit or age 50 with at least 10 years of service credit.

b. Employees hired on or after July 1, 2010, or their membership date is before July 1, 2010, and they were not vested as of January 1, 2013 are covered under Plan 2, a defined benefit plan. Non-hazardous duty employees are eligible for an unreduced benefit beginning at their normal social security retirement age with at least 5 years of service credit or when the sum of their age plus service credit equals 90. Non-hazardous duty employees may retire with a reduced benefit as early as age 60 with at least 5 years of service credit.

c. Non-hazardous duty employees hired on or after January 1, 2014 are covered by the Hybrid Plan combining the features of a defined benefit plan and a defined contribution plan. Plan 1 and Plan 2 members also had the option of opting into this plan during the election window held January 1 - April 30, 2014 with an effective date of July 1, 2014. Employees covered by this plan are eligible for an unreduced benefit beginning at their normal social security retirement age with at least 5 years of service credit, or when the sum of their age plus service credit equals 90. Employees may retire with a reduced benefit as early as age 60 with at least 5 years of service credit. For the defined contribution component, members are eligible to receive distributions upon leaving employment, subject to restrictions.

Note 13 - Pension Plan: (continued)

Average Final Compensation and Service Retirement Multiplier

The VRS defined benefit is a lifetime monthly benefit based on a retirement multiplier as a percentage of the employee's average final compensation multiplied by the employee's total service credit. Under Plan 1, average final compensation is the average of the employee's 36 consecutive months of highest compensation and the multiplier is 1.70% for non-hazardous duty employees, 1.85% for sheriffs and regional jail superintendents. Under Plan 2, average final compensation is the average of the employee's 60 consecutive months of highest compensation and the retirement multiplier is 1.65% for non-hazardous duty employees, 1.85% for sheriffs and regional jail superintendents. Under the Hybrid Plan, average final compensation is the average of the employee's 60 consecutive months of highest compensation and the multiplier is 1.00%. For members who opted into the Hybrid Retirement Plan from Plan 1 or Plan 2, the applicable multipliers for those plans will be used to calculate the retirement benefit for service credited in those plans.

Cost-of-Living Adjustment (COLA) in Retirement and Death and Disability Benefits

Retirees with an unreduced benefit or with a reduced benefit with at least 20 years of service credit are eligible for an annual COLA beginning July 1 after one full calendar year from the retirement date. Retirees with a reduced benefit and who have less than 20 years of service credit are eligible for an annual COLA beginning on July 1 after one calendar year following the unreduced retirement eligibility date. Under Plan 1, the COLA cannot exceed 5.00%. Under Plan 2 and the Hybrid Plan, the COLA cannot exceed 3.00%. The VRS also provides death and disability benefits. Title 51.1 of the Code of Virginia as amended, assigns the authority to establish and amend benefit provisions to the General Assembly of Virginia.

Employees Covered by Benefit Terms

As of the June 30, 2018 actuarial valuation, the following employees were covered by the benefit terms of the pension plan:

	Number
Inactive members or their beneficiaries currently receiving benefits	90
Inactive members:	
Vested inactive members	62
Non-vested inactive members	93
Inactive members active elsewhere in VRS	68
Total inactive members	223
Active members	159
Total covered employees	472

Note 13 - Pension Plan: (continued)

Contributions

The contribution requirement for active employees is governed by §51.1-145 of the Code of Virginia, as amended, but may be impacted as a result of funding options provided to political subdivisions by the Virginia General Assembly. Employees are required to contribute 5.00% of their compensation toward their retirement.

The Board's contractually required employer contribution rate for the year ended June 30, 2020 was 4.18% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2017.

This rate, when combined with employee contributions, was expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the pension plan from the Board were $301,533 and $296,849 for the years ended June 30, 2020 and June 30, 2019, respectively.

Net Pension Liability (Asset)

The net pension liability (NPL) is calculated separately for each employer and represents that particular employer's total pension liability determined in accordance with GASB Statement No. 68, less that employer's fiduciary net position. For the Board, the net pension liability (asset) was measured as of June 30, 2019. The total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation performed as of June 30, 2018, rolled forward to the measurement date of June 30, 2019.

Actuarial Assumptions - General Employees

The total pension liability for General Employees in the Board's Retirement Plan was based on an actuarial valuation as of June 30, 2018, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2019.

Inflation	2.50%
Salary increases, including inflation	3.50% - 5.35%
Investment rate of return	6.75%, net of pension plan investment expenses, including inflation*

* Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 6.75%. However, since the difference was minimal, and a more conservative 6.75% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 6.75% to simplify preparation of pension liabilities.

Note 13 - Pension Plan: (continued)

Actuarial Assumptions - General Employees: (continued)

Mortality rates:

All Others (Non-10 Largest) - Non-Hazardous Duty: 15% of deaths are assumed to be service related

Pre-Retirement:

RP-2014 Employee Rates to age 80, Healthy Annuitant Rates at ages 81 and older projected with scale BB to 2020; males 95% of rates; females 105% of rates.

Post-Retirement:

RP-2014 Employee Rates to age 49, Healthy Annuitant Rates at ages 50 and older projected with scale BB to 2020; males set forward 3 years; females 1.0% increase compounded from ages 70 to 90.

Post-Disablement:

RP-2014 Disability Mortality Rates projected with scale BB to 2020; males set forward 2 years, 110% of rates; females 125% of rates.

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from July 1, 2012 through June 30, 2016, except the change in the discount rate, which was based on VRS Board action effective as of July 1, 2019. Changes to the actuarial assumptions as a result of the experience study and VRS Board action are as follows:

All Others (Non-10 Largest) - Non- Hazardous Duty:

Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Updated to a more current mortality table - RP-2014 projected to 2020
Retirement Rates	Lowered rates at older ages and changed final retirement from 70 to 75
Withdrawal Rates	Adjusted rates to better fit experience at each year age and service through 9 years of service
Disability Rates	Lowered rates
Salary Scale	No change
Line of Duty Disability	Increased rate from 14.00% to 15.00%
Discount Rate	Decreased rate from 7.00% to 6.75%

Note 13 - Pension Plan: (continued)

Long-term Expected Rate of Return

The long-term expected rate of return on pension System investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension System investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class (Strategy)	Target Allocation	Arithmetic Long-term Expected Rate of Return	Weighted Average Long-term Expected Rate of Return*
Public Equity	34.00%	5.61%	1.91%
Fixed Income	15.00%	0.88%	0.13%
Credit Strategies	14.00%	5.13%	0.72%
Real Assets	14.00%	5.27%	0.74%
Private Equity	14.00%	8.77%	1.23%
MAPS - Multi-Asset Public Strategies	6.00%	3.52%	0.21%
PIP - Private Investment Partnership	3.00%	6.29%	0.19%
Total	100.00%		5.13%
		Inflation	2.50%
		*Expected arithmetic nominal return	7.63%

* The above allocation provides a one-year return of 7.63%. However, one-year returns do not take into account the volatility present in each of the asset classes. In setting the long-term expected return for the system, stochastic projections are employed to model future returns under various economic conditions. The results provide a range of returns over various time periods that ultimately provide a median return of 7.11%, including expected inflation of 2.50%. The VRS Board elected a long-term rate of 6.75% which is roughly at the 40th percentile of expected long-term results of the VRS fund asset allocation.

Discount Rate

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that System member contributions will be made per the VRS Statutes and the employer contributions will be made in accordance with the VRS funding policy at rates equal to the difference between actuarially determined contribution rates adopted by the VRS Board of Trustees and the member rate. Consistent with the phased-in funding provided by the General Assembly for

Note 13 - Pension Plan: (continued)

Discount Rate: (continued)

state and teacher employer contributions; the Board was also provided with an opportunity to use an alternative employer contribution rate. For the year ended June 30, 2019, the alternate rate was the employer contribution rate used in FY 2012 or 100% of the actuarially determined employer contribution rate from the June 30, 2017 actuarial valuations, whichever was greater. From July 1, 2019 on, participating employers are assumed to continue to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability (Asset)

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances at June 30, 2018	$ 22,725,150	$ 23,623,865	$ (898,715)
Changes for the year:			
Service cost	$ 657,986	$ -	$ 657,986
Interest	1,551,142	-	1,551,142
Changes of assumptions	732,594	-	732,594
Differences between expected and actual experience	449,768	-	449,768
Contributions - employer	-	295,471	(295,471)
Contributions - employee	-	444,990	(444,990)
Net investment income	-	1,570,023	(1,570,023)
Benefit payments, including refunds of employee contributions	(1,131,946)	(1,131,946)	-
Administrative expenses	-	(15,569)	15,569
Other changes	-	(989)	989
Net changes	$ 2,259,544	$ 1,161,980	$ 1,097,564
Balances at June 30, 2019	$ 24,984,694	$ 24,785,845	$ 198,849

Note 13 - Pension Plan: (continued)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the Board using the discount rate of 6.75%, as well as what the Board's net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	Rate		
	1% Decrease (5.75%)	Current Discount (6.75%)	1% Increase (7.75%)
Board's Net Pension Liability (Asset)	$ 3,461,021	$ 198,849	$ (2,380,482)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2020, the Board recognized pension expense of $558,414. At June 30, 2020, the Board reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 274,761	$ 38,437
Change in assumptions	447,538	-
Net difference between projected and actual earnings on pension plan investments	-	212,211
Employer contributions subsequent to the measurement date	301,533	-
Total	$ 1,023,832	$ 250,648

$301,533 reported as deferred outflows of resources related to pensions resulting from the Board's contributions subsequent to the measurement date will be recognized as a reduction to the Net Pension Liability in the fiscal year ending June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future reporting periods as follows:

Year ended June 30	
2021	$ 415,717
2022	47,036
2023	(4,976)
2024	13,874

Note 13 - Pension Plan: (continued)

Pension Plan Data

Information about the VRS Political Subdivision Retirement Plan is also available in the separately issued VRS 2019 Comprehensive Annual Financial Report (CAFR). A copy of the 2019 VRS CAFR may be downloaded from the VRS website at http://www.varetire.org/pdf/publications/2019-annual-report.pdf, or by writing to the System's Chief Financial Officer at P.O. Box 2500, Richmond, VA 23218-2500.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans:

Group Life Insurance (GLI) Plan (OPEB Plan)

Plan Description

The Group Life Insurance (GLI) Plan was established pursuant to §51.1-500 et seq. of the Code of Virginia, as amended, and which provides the authority under which benefit terms are established or may be amended. All full-time, salaried permanent employees of the state agencies, teachers, and employees of participating political subdivisions are automatically covered by the VRS GLI Plan upon employment. This is a cost-sharing multiple-employer plan administered by the Virginia Retirement System (the System), along with pensions and other OPEB plans, for public employer groups in the Commonwealth of Virginia.

In addition to the Basic GLI benefit, members are also eligible to elect additional coverage for themselves as well as a spouse or dependent children through the Optional GLI Plan. For members who elect the optional group life insurance coverage, the insurer bills employers directly for the premiums. Employers deduct these premiums from members' paychecks and pay the premiums to the insurer. Since this is a separate and fully insured plan, it is not included as part of the GLI Plan OPEB.

The specific information for GLI OPEB, including eligibility, coverage and benefits is described below:

Eligible Employees

The GLI Plan was established July 1, 1960, for state employees, teachers, and employees of political subdivisions that elect the plan. Basic GLI coverage is automatic upon employment. Coverage ends for employees who leave their position before retirement eligibility or who take a refund of their accumulated retirement member contributions and accrued interest.

Benefit Amounts

The GLI Plan is a defined benefit plan with several components. The natural death benefit is equal to the employee's covered compensation rounded to the next highest thousand and then doubled. The accidental death benefit is double the natural death benefit. In addition to basic natural and accidental death benefits, the plan provides additional benefits provided under specific circumstances that include the following: accidental dismemberment benefit, safety belt benefit, repatriation benefit, felonious assault benefit, and accelerated death benefit option. The benefit amounts are subject to a reduction factor. The benefit amount reduces by 25% on January 1 following one calendar year of separation. The benefit amount reduces

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

Benefit Amounts: (Continued)

by an additional 25% on each subsequent January 1 until it reaches 25% of its original value. For covered members with at least 30 years of service credit, the minimum benefit payable was set at $8,000 by statute in 2015. This will be increased annually based on the VRS Plan 2 cost-of-living calculation. The minimum benefit adjusted for the COLA was $8,463 as of June 30, 2020.

Contributions

The contribution requirements for the GLI Plan are governed by §51.1-506 and §51.1-508 of the Code of Virginia, as amended, but may be impacted as a result of funding provided to state agencies and school divisions by the Virginia General Assembly. The total rate for the GLI Plan was 1.31% of covered employee compensation. This was allocated into an employee and an employer component using a 60/40 split. The employee component was 0.79% (1.31% x 60%) and the employer component was 0.52% (1.31% x 40%). Employers may elect to pay all or part of the employee contribution; however, the employer must pay all of the employer contribution. Each employer's contractually required employer contribution rate for the year ended June 30, 2020 was 0.52% of covered employee compensation. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2017. The actuarially determined rate, when combined with employee contributions, was expected to finance the costs of benefits payable during the year, with an additional amount to finance any unfunded accrued liability. Contributions to the GLI Plan from the entity were $47,816 and $44,527 for the years ended June 30, 2020 and June 30, 2019, respectively.

GLI OPEB Liabilities, GLI OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to the GLI Plan OPEB

At June 30, 2020, the entity reported a liability of $705,420 for its proportionate share of the Net GLI OPEB Liability. The Net GLI OPEB Liability was measured as of June 30, 2019 and the total GLI OPEB liability used to calculate the Net GLI OPEB Liability was determined by an actuarial valuation performed as of June 30, 2018, and rolled forward to the measurement date of June 30, 2019. The covered employer's proportion of the Net GLI OPEB Liability was based on the covered employer's actuarially determined employer contributions to the GLI Plan for the year ended June 30, 2019 relative to the total of the actuarially determined employer contributions for all participating employers. At June 30, 2019, the participating employer's proportion was .04335% as compared to .03928% at June 30, 2018.

For the year ended June 30, 2020, the participating employer recognized GLI OPEB expense of $38,697. Since there was a change in proportionate share between measurement dates, a portion of the GLI OPEB expense was related to deferred amounts from changes in proportion.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

GLI OPEB Liabilities, GLI OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to the GLI Plan OPEB (continued)

At June 30, 2020, the employer reported deferred outflows of resources and deferred inflows of resources related to the GLI OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 46,915	$ 9,150
Net difference between projected and actual earnings on GLI OPEB plan investments	-	14,490
Change of assumptions	44,536	21,272
Changes in proportion	105,122	-
Employer contributions subsequent to the measurement date	47,816	-
Total	$ 244,389	$ 44,912

$47,816 reported as deferred outflows of resources related to the GLI OPEB resulting from the employer's contributions subsequent to the measurement date will be recognized as a reduction of the Net GLI OPEB Liability in the fiscal year ending June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the GLI OPEB will be recognized in the GLI OPEB expense in future reporting periods as follows:

Year Ended June 30	
2021	$ 24,891
2022	24,892
2023	31,029
2024	35,145
2025	28,302
Thereafter	7,402

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

Actuarial Assumptions

The total GLI OPEB liability was based on an actuarial valuation as of June 30, 2018, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2019. The assumptions include several employer groups as noted below. Salary increases and mortality rates included herein are for relevant employer groups. Information for other groups can be referenced in the VRS CAFR.

Inflation	2.50%
Salary increases, including inflation:	
Locality - General employees	3.50%-5.35%
Investment rate of return	6.75%, net of investment expenses, including inflation*

*Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 6.75%. However, since the difference was minimal, and a more conservative 6.75% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 6.75% to simplify preparation of OPEB liabilities.

Mortality Rates - Non-Largest Ten Locality Employers - General Employees

Pre-Retirement:
RP-2014 Employee Rates to age 80, Healthy Annuitant Rates to 81 and older projected with scale BB to 2020; males 95% of rates; females 105% of rates.

Post-Retirement:
RP-2014 Employee Rates to age 49, Healthy Annuitant Rates at ages 50 and older projected with scale BB to 2020; males set forward 3 years; females 1.0% increase compounded from ages 70 to 90.

Post-Disablement:
RP-2014 Disability Mortality Rates projected with scale BB to 2020; males set forward 2 years, 110% of rates; females 125% of rates.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

Actuarial Assumptions (continued)

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from July 1, 2012 through June 30, 2016, except the change in the discount rate, which was based on VRS Board action effective as of July 1, 2019. Changes to the actuarial assumptions as a result of the experience study and VRS Board action are as follows:

Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Updated to a more current mortality table - RP-2014 projected to 2020
Retirement Rates	Lowered retirement rates at older ages and extended final retirement age from 70 to 75
Withdrawal Rates	Adjusted termination rates to better fit experience at each age and service year
Disability Rates	Lowered disability rates
Salary Scale	No change
Line of Duty Disability	Increased rate from 14.00% to 15.00%
Discount Rate	Decreased rate from 7.00% to 6.75%

NET GLI OPEB Liability

The net OPEB liability (NOL) for the GLI Plan represents the plan's total OPEB liability determined in accordance with GASB Statement No. 74, less the associated fiduciary net position. As of the measurement date of June 30, 2019, NOL amounts for the GLI Plan are as follows (amounts expressed in thousands):

		GLI OPEB Plan
Total GLI OPEB Liability	$	3,390,238
Plan Fiduciary Net Position		1,762,972
GLI Net OPEB Liability (Asset)	$	1,627,266
Plan Fiduciary Net Position as a Percentage of the Total GLI OPEB Liability		52.00%

The total GLI OPEB liability is calculated by the System's actuary, and each plan's fiduciary net position is reported in the System's financial statements. The net GLI OPEB liability is disclosed in accordance with the requirements of GASB Statement No. 74 in the System's notes to the financial statements and required supplementary information.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on the System's investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of System's investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class (Strategy)	Target Allocation	Arithmetic Long-term Expected Rate of Return	Weighted Average Long-term Expected Rate of Return*
Public Equity	34.00%	5.61%	1.91%
Fixed Income	15.00%	0.88%	0.13%
Credit Strategies	14.00%	5.13%	0.72%
Real Assets	14.00%	5.27%	0.74%
Private Equity	14.00%	8.77%	1.23%
MAPS - Multi-Asset Public Strategies	6.00%	3.52%	0.21%
PIP - Private Investment Partnership	3.00%	6.29%	0.19%
Total	100.00%		5.13%
		Inflation	2.50%
		*Expected arithmetic nominal return	7.63%

*The above allocation provides a one-year return of 7.63%. However, one-year returns do not take into account the volatility present in each of the asset classes. In setting the long-term expected return for the system, stochastic projections are employed to model future returns under various economic conditions. The results provide a range of returns over various time periods that ultimately provide a median return of 7.11%, including expected inflation of 2.50%. The VRS Board elected a long-term rate of 6.75% which is roughly at the 40th percentile of expected long-term results of the VRS fund asset allocation.

Discount Rate

The discount rate used to measure the total GLI OPEB liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made per the VRS guidance and the employer contributions will be made in accordance with the VRS funding policy at rates equal to the difference between actuarially determined contribution rates adopted by the VRS Board of Trustees and the member rate. Through the fiscal year ended June 30, 2019, the rate contributed by the entity for the GLI OPEB will be subject to the portion of the VRS Board-certified rates that are funded by the Virginia General Assembly which was 100% of the actuarially determined contribution rate. From July 1, 2019 on, employers are assumed to continue to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the GLI OPEB's fiduciary net position was projected to be available to make all projected future benefit payments of eligible employees. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total GLI OPEB liability.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Group Life Insurance (GLI) Plan (OPEB Plan) (continued)

Sensitivity of the Employer's Proportionate Share of the Net GLI OPEB Liability to Changes in the Discount Rate

The following presents the employer's proportionate share of the net GLI OPEB liability using the discount rate of 6.75%, as well as what the employer's proportionate share of the net GLI OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	Rate		
	1% Decrease	Current Discount	1% Increase
	(5.75%)	(6.75%)	(7.75%)
Board's proportionate share of the GLI Net OPEB Liability	$ 926,727	$ 705,420	$ 525,947

GLI Plan Fiduciary Net Position

Detailed information about the GLI Plan's Fiduciary Net Position is available in the separately issued VRS 2019 Comprehensive Annual Financial Report (CAFR). A copy of the 2019 VRS CAFR may be downloaded from the VRS website at http://www.varetire.org/pdf/publications/2019-annual-report.pdf, or by writing to the System's Chief Financial Officer at P.O. Box 2500, Richmond, VA, 23218-2500.

Virginia Local Disability Program (VLDP)

Plan Description

Political subdivisions are required by Title 51.1 of the Code of Virginia, as amended, to provide short-term and long-term disability benefits for their hybrid plan employees either through a local plan or through the Virginia Local Disability Program (VLDP). This is a multiple-employer, cost-sharing plan administered by the Virginia Retirement System (the System), along with pension and other OPEB plans, for eligible public employer groups in the Commonwealth of Virginia.

The specific information for the VLDP OPEB, including eligibility, coverage, and benefits is described below:

Eligible Employees

The Political Subdivision VLDP was implemented January 1, 2014 to provide disability benefits for non-work-related and work-related disabilities for employees with hybrid plan retirement benefits. All full-time, salaried general employees; including local law enforcement officers, firefighters, or emergency medical technicians of political subdivisions who do not provide enhanced hazardous duty benefits; who are in the VRS Hybrid Retirement Plan benefit structure and whose employer has not elected to opt out of the VRS-sponsored program are automatically covered by the VRS Political Subdivision VLDP.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

Benefit Amounts

The VLDP provides a short-term disability benefit beginning after a seven-calendar-day waiting period from the first day of disability. Employees become eligible for non-work-related short-term disability coverage after one year of continuous participation in VLDP with their current employer. During the first five years of continuous participation in VLDP with their current employer, employees are eligible for 60% of their pre-disability income if they go out on non-work-related or work-related disability. Once the eligibility period is satisfied, employees are eligible for higher income replacement levels.

The VLDP provides a long-term disability benefit beginning after 125 workdays of short-term disability. Members are eligible if they are unable to work at all or are working fewer than 20 hours per week. Members approved for long-term disability will receive 60% of their pre-disability income. If approved for work-related long-term disability, the VLDP benefit will be offset by the workers' compensation benefit. Members will not receive a VLDP benefit if their workers' compensation benefit is greater than the VLDP benefit.

VLDP Notes

Members approved for short-term or long-term disability at age 60 or older will be eligible for a benefit, provided they remain medically eligible. VLDP Long-Term Care Plan is a self-funded program that assists with the cost of covered long-term care services.

Contributions

The contribution requirements for active hybrid plan employees is governed by §51.1-1178(C) of the Code of Virginia, as amended, but may be impacted as a result of funding provided to political subdivisions by the Virginia General Assembly. Each political subdivision's contractually required employer contribution rate for the year ended June 30, 2020 was 0.72% of covered employee compensation for employees in the VRS Political Subdivision VDLP. This rate was based on an actuarially determined rate from an actuarial valuation as of June 30, 2017. The actuarially determined rate was expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Contributions from the Board to the VRS Political Subdivision VDLP were $32,516 and $26,890 for the years ended June 30, 2020 and June 30, 2019, respectively.

VLDP OPEB Liabilities, VLDP OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to VLDP OPEB

At June 30, 2020, the Board reported a liability of $24,484 for its proportionate share of the VLDP Net OPEB Liability. The Net VLDP OPEB Liability was measured as of June 30, 2019 and the total VLDP OPEB liability used to calculate the Net VLDP OPEB Liability was determined by an actuarial valuation as of June 30, 2018, and rolled forward to the measurement date of June 30, 2019. The Board's proportion of the Net VLDP OPEB Liability was based on the Board's actuarially determined employer contributions to the VLDP OPEB plan for the year ended June 30, 2019 relative to the total of the actuarially determined employer contributions for all participating employers. At June 30, 2019, the Board's proportion of the VLDP was 1.20857% as compared to 1.03522% at June 30, 2018.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

VLDP OPEB Liabilities, VLDP OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to VLDP OPEB (continued)

For the year ended June 30, 2020, the Board recognized VLDP OPEB expense of $29,049. Since there was a change in proportionate share between measurement dates a portion of the VLDP Net OPEB expense was related to deferred amounts from changes in proportion.

At June 30, 2020, the Board reported deferred outflows of resources and deferred inflows of resources related to the VLDP OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 12,280	$ 753
Net difference between projected and actual earnings on VLDP OPEB program investments	84	-
Change of assumptions	702	937
Changes in proportion	1,335	-
Employer contributions subsequent to the measurement date	32,516	-
Total	$ 46,917	$ 1,690

$32,516 reported as deferred outflows of resources related to the VLDP OPEB resulting from the Board's contributions subsequent to the measurement date will be recognized as a reduction of the Net VLDP OPEB Liability in the fiscal year ending June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the VLDP OPEB will be recognized in the VLDP OPEB expense in future reporting periods as follows:

Year Ended June 30	
2021	$ 2,636
2022	2,620
2023	2,607
2024	2,633
2025	2,497
Thereafter	(282)

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

Actuarial Assumptions

The total VLDP OPEB liability for the VLDP was based on an actuarial valuation as of June 30, 2018, using the Entry Age Normal actuarial cost method and the following assumptions, applied to all periods included in the measurement and rolled forward to the measurement date of June 30, 2019.

Inflation	2.50%
Salary increases, including inflation:	
Political Subdivision Employees	3.50%-5.95%
Investment rate of return	6.75%, net of program investment expenses, including inflation*

*Administrative expenses as a percent of the market value of assets for the last experience study were found to be approximately 0.06% of the market assets for all of the VRS plans. This would provide an assumed investment return rate for GASB purposes of slightly more than the assumed 6.75%. However, since the difference was minimal, and a more conservative 6.75% investment return assumption provided a projected plan net position that exceeded the projected benefit payments, the long-term expected rate of return on investments was assumed to be 6.75% to simplify preparation of OPEB liabilities.

Mortality Rates - Non-Largest Ten Locality Employers - General and Non-Hazardous Duty Employees

Pre-Retirement:
RP-2014 Employee Rates to age 80, Healthy Annuitant Rates to 81 and older projected with scale BB to 2020; males 90% of rates; females set forward 1 year.

Post-Retirement:
RP-2014 Employee Rates to age 49, Healthy Annuitant Rates at ages 50 and older projected with scale BB to 2020; males set forward 1 year with 1.0% increase compounded from ages 70 to 90; females set forward 3 years.

Post-Disablement:
RP-2014 Disability Life Mortality Table projected with scale BB to 2020; males set forward 2 years; unisex using 100% male.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

Actuarial Assumptions: (Continued)

Mortality Rates - Non-Largest Ten Locality Employers - General and Non-Hazardous Duty Employees: (continued)

The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from July 1, 2012 through June 30, 2016, except the change in the discount rate, which was based on VRS Board action effective as of July 1, 2019. Changes to the actuarial assumptions as a result of the experience study and VRS Board action are as follows:

Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Updated to a more current mortality table - RP-2014 projected to 2020
Retirement Rates	Lowered retirement rates at older ages and extended final retirement age from 70 to 75
Withdrawal Rates	Adjusted termination rates to better fit experience at each year age and service year
Disability Rates	Lowered disability rates
Salary Scale	No change
Line of Duty Disability	Increased rate from 14.00% to 15.00%
Discount Rate	Decreased rate from 7.00% to 6.75%

Net VLDP OPEB Liability

The net OPEB liability (NOL) for the Political Subdivision VLDP represents the program's total OPEB liability determined in accordance with GASB Statement No. 74, less the associated fiduciary net position. As of June 30, 2019, NOL amounts for the VRS Political Subdivision VLDP is as follows (amounts expressed in thousands):

	Political Subdivision VLDP OPEB Plan
Total Political Subdivision VLDP OPEB Liability	$ 3,989
Plan Fiduciary Net Position	1,962
Political Subdivision net VLDP OPEB Liability (Asset)	$ 2,027
Plan Fiduciary Net Position as a Percentage of the Total Political Subdivision VLDP OPEB Liability	49.19%

The total Political Subdivision VLDP OPEB liability is calculated by the System's actuary, and the plan's fiduciary net position is reported in the System's financial statements. The net Political Subdivision VLDP OPEB liability is disclosed in accordance with the requirements of GASB Statement No. 74 in the System's notes to the financial statements and required supplementary information.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on VRS System investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of VRS System investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimate of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class (Strategy)	Target Allocation	Arithmetic Long-term Expected Rate of Return	Weighted Average Long-term Expected Rate of Return*
Public Equity	34.00%	5.61%	1.91%
Fixed Income	15.00%	0.88%	0.13%
Credit Strategies	14.00%	5.13%	0.72%
Real Assets	14.00%	5.27%	0.74%
Private Equity	14.00%	8.77%	1.23%
MAPS - Multi-Asset Public Strategies	6.00%	3.52%	0.21%
PIP - Private Investment Partnership	3.00%	6.29%	0.19%
Total	100.00%		5.13%
		Inflation	2.50%
		*Expected arithmetic nominal return	7.63%

*The above allocation provides a one-year return of 7.63%. However, one-year returns do not take into account the volatility present in each of the asset classes. In setting the long-term expected return for the system, stochastic projections are employed to model future returns under various economic conditions. The results provide a range of returns over various time periods that ultimately provide a median return of 7.11%, including expected inflation of 2.50%. The VRS Board elected a long-term rate of 6.75% which is roughly at the 40th percentile of expected long-term results of the VRS fund asset allocation.

Discount Rate

The discount rate used to measure the total VLDP OPEB was 6.75%. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made in accordance with the VRS funding policy at rates equal to the actuarially determined contribution rates adopted by the VRS Board of Trustees. Through the fiscal year ended June 30, 2019, the rate contributed by the Board for the VLDP was subject to the portion of the VRS Board-certified rates that are funded by the Virginia General Assembly, which was 100% of the actuarially determined contribution rate. From July 1, 2019 on, all agencies are assumed to continue to contribute 100% of the actuarially determined contribution rates. Based on those assumptions, the VLDP OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total VLDP OPEB liability.

Note 14 - VRS Cost-Sharing Other Postemployment Benefits (OPEB) Plans: (continued)

Virginia Local Disability Program (VLDP) (continued)

Sensitivity of the Board's Proportionate Share of the VLDP Net OPEB Liability to Changes in the Discount Rate

The following presents the Board's proportionate share of the net VLDP OPEB liability using the discount rate of 6.75%, as well as what the Board's proportionate share of the net VLDP OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate:

	Rate		
	1% Decrease (5.75%)	Current Discount (6.75%)	1% Increase (7.75%)
Board's proportionate share of the VLDP Net OPEB Liability	$ 28,156	$ 24,484	$ 21,272

VLDP OPEB Fiduciary Net Position

Detailed information about the VRS Political Subdivision VLDP's Fiduciary Net Position is available in the separately issued VRS 2019 Comprehensive Annual Financial Report (CAFR). A copy of the 2019 VRS CAFR may be downloaded from the VRS website at http://www.varetire.org /pdf/publications/2019-annual-report.pdf, or by writing to the System's Chief Financial Officer at P.O. Box 2500, Richmond, VA, 23218-2500.

Note 15 - Retiree Health Plan Other Postemployment Benefits (OPEB):

A. Plan Description:

In addition to the pension benefits described in Note 13 and the VRS OPEB benefits described in Note 14, the Board administers a single employer defined benefit healthcare plan, the Health Plan. The Board pays a portion of the cost of health-related insurance benefits to all employees who retire from the Board and have worked for the Board for at least 15 years and retire under the Virginia Retirement system. The benefits are comprised of health-related group insurance policies through which retirees and their spouses can obtain coverage. Once the retirees reach age 65 or are eligible for Medicare they are not entitled to these benefits. The plan does not issue a publicly available financial report.

B. Plan Membership:

At June 30, 2020 (measurement date), the following employees were covered by the benefit terms:

Total active employees with coverage	210
Total retirees with coverage	1
Total	211

Note 15 - Retiree Health Plan Other Postemployment Benefits (OPEB): (continued)

C. Funding Policy:

The board does not pre-fund benefits; therefore, no assets are accumulated in a trust fund. The current funding policy is to pay benefits directly from general assets on a pay-as-you-go basis. The Board establishes the employer contribution rates and how the plan will be funded as part of the annual budget process. The plan specifies that the Board will make explicit contributions of 50% of the retiree-only premium for all eligible retirees. Various amounts are paid by the Board depending on the status of each plan participant. The amount paid by the Board for OPEB as the benefits came due during the year ended June 30, 2020 was $3,492.

D. Total OPEB Liability:

The Board's total OPEB liability was measured as of June 30, 2020. The total OPEB liability was determined by an actuarial valuation performed as of July 1, 2019, using updated actuarial assumptions, applied to all periods included in the measurement and projected forward to the measurement date of June 30, 2020.

E. Actuarial Assumptions:

The total OPEB liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50% per year
Salary Increases	5.35% for 1 year gradually declining to 3.50% for 20 or more years of service
Discount Rate	3.50% as of June 30, 2019 2.21% as of June 30, 2020

Mortality rates:

Pre-Retirement:
RP-2014 Employee Rates to age 80, Healthy Annuitant Rates at ages 81 and older projected with scale BB to 2020; males setback 1 year, 85% of rates; females setback 1 year. 25% of deaths are assumed to be service related.

Post-Retirement:
RP-2014 Employee Rates to age 49, Healthy Annuitant Rates at ages 50 and older projected with Scale BB to 2020; males set forward 1 year; females setback 1 year with 1.5% increase compounded from ages 70 to 85.

Post-Disablement:
RP-2014 Disabled Mortality Rates projected with Scale BB to 2020; males 115% of rates; females 130% of rates.

In setting the assumed rates of retirement, mortality, withdrawal, and disability, the most recent experience study performed for VRS was relied on. This study examined actual VRS experience over the four-year period ending June 30, 2016. The demographic assumptions recommended as a result of this study were adopted by the VRS Board of Trustees.

Note 15 - Retiree Health Plan Other Postemployment Benefits (OPEB): (continued)

E. Actuarial Assumptions: (continued)

The rationale for relying on assumptions based on this experience study is that the volume of data included in the study makes the resulting rates more credible than a study based solely on this plan's population.

The assumption of the percentage of active employees who are married at retirement was made to be consistent with the VRS assumption.

Finally, the retiree and spousal election assumptions were based on actual election experience between July 1, 2012 and June 30, 2017. Both of these assumptions were changed for the July 1, 2019 valuation.

F. Discount Rate:

The discount rates are based on the Bond Buyer 20-Year Bond GO Index as of their respective measurement dates.

G. Changes in Total OPEB Liability:

	Total OPEB Liability
Balances at June 30, 2019	$ 301,919
Changes for the year:	
Service cost	$ 21,509
Interest	11,092
Difference between expected and actual experience	(4,507)
Changes of assumptions	270,961
Benefit payments	(13,168)
Net changes	$ 285,887
Balances at June 30, 2020	$ 587,806

H. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate:

The following amounts present the total OPEB liability of the Board, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (1.21%) or one percentage point higher (3.21%) than the current discount rate:

Rate		
1% Decrease (1.21%)	Current Discount Rate (2.21%)	1% Increase (3.21%)
$ 640,739	$ 587,806	$ 537,571

Note 15 - Retiree Health Plan Other Postemployment Benefits (OPEB): (continued)

I. Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates:

The following presents the total OPEB liability of the Board, as well as what the total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (5.30% decreasing to an ultimate rate of 3.00%) or one percentage point higher (7.30% decreasing to an ultimate rate of 5.00%) than the current healthcare cost trend rates:

Rates		
1% Decrease (5.30% decreasing to 3.00%)	Healthcare Cost Trend (6.30% decreasing to 4.00%)	1% Increase (7.30% decreasing to 5.00%)
$ 502,176	$ 587,806	$ 691,045

J. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources:

For the year ended June 30, 2020, the Board recognized OPEB expense in the amount of $78,167. At June 30, 2020, the Board reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 3,743
Changes of assumptions	231,478	5,190
Total	$ 231,478	$ 8,933

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in OPEB expense in future reporting periods as follows:

Year Ended June 30	
2021	$ 45,566
2022	45,566
2023	45,566
2024	45,203
2025	40,644
Thereafter	-

Additional disclosures on changes in total OPEB liability and related ratios can be found in the required supplementary information following the notes to the financial statements.

Note 15 - Retiree Health Plan Other Postemployment Benefits (OPEB): (continued)

K. Aggregate Totals:

	DOR	Net OPEB Liabilities	DIR	OPEB Expense
GLI	$ 244,389	$ 705,420	$ 44,912	$ 38,697
VLDP	46,917	24,484	1,690	29,049
Retiree Health	231,478	587,806	8,933	78,167
Totals	$ 522,784	$ 1,317,710	$ 55,535	$ 145,913

Note 16 - Upcoming Pronouncements:

Statement No. 84, *Fiduciary Activities*, establishes criteria for identifying fiduciary activities of all state and local governments for accounting and financial reporting purposes and how those activities should be reported. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

Statement No. 87, *Leases*, requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The requirements of this Statement are effective for reporting periods beginning after June 15, 2021.

Statement No. 92, *Omnibus 2020*, addresses practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics such as leases, assets related to pension and postemployment benefits, and reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature. The effective dates differ by topic, ranging from January 2020 to periods beginning after June 15, 2021.

Management is currently evaluating the impact these standards will have on the financial statements when adopted.

Note 17 - COVID-19 Pandemic:

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic, which has caused an economic downturn on a global scale, disrupted global supply chains, and created significant uncertainty, volatility, and disruption across economies and financial markets. The full impact of the COVID-19 outbreak continues to evolve as of the release date of this report. Management is monitoring the situation and impact that it may have on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and global responses to curb its spread, the Board is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for fiscal year 2021.

- Required Supplementary Information -

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
VRS Pension Plan
Measurement Dates of June 30, 2014 through June 30, 2019

	2019	2018	2017	2016	2015	2014
Total pension liability						
Service cost	$ 657,986	$ 572,018	$ 608,297	$ 599,614	$ 657,547	$ 702,987
Interest	1,551,142	1,496,950	1,431,194	1,340,736	1,282,594	1,192,464
Differences between expected and actual experience	449,768	(235,553)	(6,295)	244,543	(358,226)	-
Changes of assumptions	732,594	-	(135,359)	-	-	-
Benefit payments	(1,131,946)	(986,527)	(930,409)	(854,871)	(647,749)	(568,024)
Net change in total pension liability	$ 2,259,544	$ 846,888	$ 967,428	$ 1,330,022	$ 934,166	$ 1,327,427
Total pension liability - beginning	22,725,150	21,878,262	20,910,834	19,580,812	18,646,646	17,319,219
Total pension liability - ending (a)	$ 24,984,694	$ 22,725,150	$ 21,878,262	$ 20,910,834	$ 19,580,812	$ 18,646,646
Plan fiduciary net position						
Contributions - employer	$ 295,471	$ 312,266	$ 283,117	$ 385,244	$ 396,000	$ 464,928
Contributions - employee	444,990	357,424	314,162	301,469	321,755	373,185
Net investment income	1,570,023	1,644,449	2,453,436	349,931	880,885	2,593,479
Benefit payments	(1,131,946)	(986,527)	(930,409)	(854,871)	(647,749)	(568,024)
Administrator charges	(15,569)	(14,175)	(14,211)	(12,347)	(11,794)	(13,607)
Other	(989)	(1,466)	(2,180)	(148)	(187)	136
Net change in plan fiduciary net position	$ 1,161,980	$ 1,311,971	$ 2,103,915	$ 169,278	$ 938,910	$ 2,850,097
Plan fiduciary net position - beginning	23,623,865	22,311,894	20,207,979	20,038,701	19,099,791	16,249,694
Plan fiduciary net position - ending (b)	$ 24,785,845	$ 23,623,865	$ 22,311,894	$ 20,207,979	$ 20,038,701	$ 19,099,791
Board's net pension liability (asset) - ending (a) - (b)	$ 198,849	$ (898,715)	$ (433,632)	$ 702,855	$ (457,889)	$ (453,145)
Plan fiduciary net position as a percentage of the total pension liability	99.20%	103.95%	101.98%	96.64%	102.34%	102.43%
Covered payroll	$ 8,497,714	$ 7,464,636	$ 6,556,103	$ 6,223,354	$ 6,133,171	$ 6,684,098
Board's net pension liability (asset) as a percentage of covered payroll	2.34%	-12.04%	-6.61%	11.29%	-7.47%	-6.78%

Schedule is intended to show information for 10 years. Information prior to the 2014 valuation is not available. However, additional years will be included as they become available.

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Employer Contributions
VRS Pension Plan
Years Ended June 30, 2011 through June 30, 2020

Date	Contractually Required Contribution (1)	Contributions in Relation to Contractually Required Contribution (2)	Contribution Deficiency (Excess) (3)	Employer's Covered Payroll (4)	Contributions as a % of Covered Payroll (5)
2020	$ 301,533	$ 301,533	$ -	$ 9,113,107	3.31%
2019	296,849	296,849	-	8,497,714	3.49%
2018	312,266	312,266	-	7,464,636	4.18%
2017	284,870	284,870	-	6,556,103	4.35%
2016	397,672	397,672	-	6,223,354	6.39%
2015	391,910	391,910	-	6,133,171	6.39%
2014	465,882	465,882	-	6,684,098	6.97%
2013	453,951	453,951	-	6,512,921	6.97%
2012	223,324	223,324	-	5,987,240	3.73%
2011	204,177	204,177	-	5,473,917	3.73%

Changes of benefit terms - There have been no actuarially material changes to the System benefit provisions since the prior actuarial valuation.

Changes of assumptions - The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from July 1, 2012 through June 30, 2016, except the change in the discount rate, which was based on VRS Board action effective as of July 1, 2019. Changes to the actuarial assumptions as a result of the experience study and VRS Board action are as follows:

All Others (Non-10 Largest) - Non-Hazardous Duty:

Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Updated to a more current mortality table - RP-2014 projected to 2020
Retirement Rates	Lowered rates at older ages and changed final retirement from 70 to 75
Withdrawal Rates	Adjusted rates to better fit experience at each year age and service through 9 years of service
Disability Rates	Lowered rates
Salary Scale	No change
Line of Duty Disability	Increased rate from 14.00% to 15.00%
Discount Rate	Decreased rate from 7.00% to 6.75%

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Board's Share of Net OPEB Liabilities
VRS Cost Sharing OPEB Plans
Measurement Dates of June 30, 2017 through June 30, 2019

Group Life Insurance (GLI) Plan					
Date (1)	Employer's Proportion of the Net GLI OPEB Liability (Asset) (2)	Employer's Proportionate Share of the Net GLI OPEB Liability (Asset) (3)	Employer's Covered Payroll (4)	Employer's Proportionate Share of the Net GLI OPEB Liability (Asset) as a Percentage of Covered Payroll (3)/(4) (5)	Plan Fiduciary Net Position as a Percentage of Total VLDP OPEB Liability (6)
2019	0.04335%	$ 705,420	$ 8,497,714	8.30%	52.00%
2018	0.03928%	597,000	7,469,583	7.99%	51.22%
2017	0.03561%	536,000	6,556,103	8.18%	48.86%

Virginia Local Disability Program (VLDP)					
Date (1)	Employer's Proportion of the Net GLI OPEB Liability (Asset) (2)	Employer's Proportionate Share of the Net VLDP OPEB Liability (Asset) (3)	Employer's Covered Payroll (4)	Employer's Proportionate Share of the Net VLDP OPEB Liability (Asset) as a Percentage of Covered Payroll (3)/(4) (5)	Plan Fiduciary Net Position as a Percentage of Total VLDP OPEB Liability (6)
2019	1.20857%	$ 24,484	$ 3,734,704	0.66%	49.19%
2018	1.03522%	8,000	2,513,581	0.32%	51.39%
2017	0.93858%	6,000	1,723,500	0.35%	38.40%

Schedule is intended to show information for 10 years. Information prior to the 2017 valuation is not available. However, additional years will be included as they become available.

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Employer Contributions
VRS Cost Sharing OPEB Plans
Years Ended June 30, 2017 through June 30, 2020

Group Life Insurance (GLI) Plan					
Date	Contractually Required Contribution (1)	Contributions in Relation to Contractually Required Contribution (2)	Contribution Deficiency (Excess) (3)	Employer's Covered Payroll (4)	Contributions as a % of Covered Payroll (5)
2020	$ 47,816	$ 47,816	$ -	$ 9,125,313	0.52%
2019	44,527	44,527	-	8,497,714	0.52%
2018	38,842	38,842	-	7,469,583	0.52%
2017	34,154	34,154	-	6,556,103	0.52%

Virginia Local Disability Program (VLDP)					
Date	Contractually Required Contribution (1)	Contributions in Relation to Contractually Required Contribution (2)	Contribution Deficiency (Excess) (3)	Employer's Covered Payroll (4)	Contributions as a % of Covered Payroll (5)
2020	$ 32,516	$ 32,516	$ -	$ 4,516,184	0.72%
2019	26,890	26,890	-	3,734,704	0.72%
2018	15,082	15,082	-	2,513,581	0.60%
2017	10,341	10,341	-	1,723,500	0.60%

Schedule is intended to show information for 10 years. Information prior to 2017 is unavailable.

Changes of benefit terms - There have been no actuarially material changes to the System benefit provisions since the prior actuarial valuation.

Changes of assumptions - The actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from July 1, 2012 through June 30, 2016, except the change in the discount rate, which was based on VRS Board action effective as of July 1, 2019. Changes to the actuarial assumptions as a result of the experience study and VRS Board action are as follows:

Non-Largest Ten Locality Employers - General Employees

Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Updated to a more current mortality table - RP-2014 projected to 2020
Retirement Rates	Lowered retirement rates at older ages and extended final retirement age from 70 to 75
Withdrawal Rates	Adjusted termination rates to better fit experience at each age and service year
Disability Rates	Lowered disability rates
Salary Scale	No change
Line of Duty Disability	Increased rate from 14.00% to 15.00%
Discount Rate	Decreased rate from 7.00% to 6.75%

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Changes in Total OPEB Liability and Related Ratios
Retiree Health Plan
For the Years Ended June 30, 2018 through June 30, 2020

	2020	2019	2018
Total OPEB liability			
Service cost	$ 21,509	$ 15,546	$ 16,033
Interest	11,092	11,034	9,754
Changes of assumptions	270,961	10,599	(10,212)
Differences between expected and actual experience	(4,507)	-	-
Benefit payments	(13,168)	(9,556)	(7,791)
Net change in total OPEB liability	$ 285,887	$ 27,623	$ 7,784
Total OPEB liability - beginning	301,919	274,296	266,512
Total OPEB liability - ending	$ 587,806	$ 301,919	$ 274,296
Covered payroll	$ 9,804,455	$ 7,224,427	$ 7,224,427
Board's total OPEB liability as a percentage of covered payroll	6.00%	4.18%	3.80%

Schedule is intended to show information for 10 years. Additional years will be included as they become available.

NORTHWESTERN COMMUNITY SERVICES BOARD

Notes to Required Supplementary Information
Retiree Health Plan
For the Year Ended June 30, 2020

Valuation Date: 7/1/2019
Measurement Date: 6/30/2020

No assets are accumulated in a trust that meets the criteria in GASB 75 to pay related benefits.

Methods and assumptions used to determine OPEB liability:

Actuarial Cost Method	Entry age normal, level % of pay
Discount Rate	3.50% as of June 30, 2019; 2.21% as of June 30, 2020
Inflation	2.50% per year
Healthcare Trend Rate	The healthcare trend rate assumption starts at 6.30% in 2019 and gradually declines to 4.00% by the year 2073
Salary Increase Rates	The salary increase rate starts at 5.35% salary increase for 1 year of service and gradually declines to 3.50% salary increase for 20 or more years of service
Retirement Age	The average age at retirement is 62
Disability Rates	25% of disability cases are assumed to be service related
Mortality Rates (pre-retirement, post-retirement healthy, and disabled)	Calculated using the RP-2014 projected to 2020

- Compliance -

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Northwestern Community Services Board
Front Royal, Virginia

We have audited, in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the *Specifications for Audits of Authorities, Boards and Commissions,* issued by the Auditor of Public Accounts of the Commonwealth of Virginia, the financial statements of the business-type activities of Northwestern Community Services Board, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Northwestern Community Services Board's basic financial statements and have issued our report thereon dated November 16, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Northwestern Community Services Board's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Northwestern Community Services Board's internal control. Accordingly, we do not express an opinion on the effectiveness of Northwestern Community Services Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Northwestern Community Services Board's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northwestern Community Services Board's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northwestern Community Services Board's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Robinson Farmer Cox Associates

Charlottesville, Virginia
November 16, 2020

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Directors
Northwestern Community Services Board
Front Royal, Virginia

Report on Compliance for Each Major Federal Program

We have audited Northwestern Community Services Board's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northwestern Community Services Board's major federal programs for the year ended June 30, 2020. Northwestern Community Services Board's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Northwestern Community Services Board's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Northwestern Community Services Board's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Northwestern Community Services Board's compliance.

Opinion on Each Major Federal Program

In our opinion, Northwestern Community Services Board complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of Northwestern Community Services Board is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Northwestern Community Services Board's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Northwestern Community Services Board's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Robinson Farmer Cox Associates

Charlottesville, Virginia
November 16, 2020

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
Department of Housing and Urban Development			
Direct Payments:			
Shelter Plus Care	14.238	N/A	$ 385,868
Department of Transportation			
Pass-Through Payments:			
Virginia Department of Rail and Public Transportation:			
Transit Services Programs Cluster:			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	FTA Grant VA-2018-024	$ 47,542
Department of Health and Human Services			
Direct payments:			
COVID-19 - Provider Relief Fund	93.498	N/A	$ 14,155
Pass-through Payments:			
Virginia Department of Behavioral Health and Developmental Services:			
Substance Abuse and Mental Health Services - Projects of Regional and National Significance (Youth Suicide Prevention)	93.243	50875/6H79SM062897	142,271
Opioid STR (VA Opioid Response Grant)	93.788	53002	648,175
Block Grants for Community Mental Health Services	93.958	50129	191,058
Block Grants for Prevention and Treatment of Substance Abuse	93.959	50169	737,262
Total Department of Health and Human Services			$ 1,732,921
Total expenditures of federal awards			$ 2,166,331

Notes to Schedule of Expenditures of Federal Awards

Note A - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of the Northwestern Community Services Board under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northwestern Community Services Board, it is not intended to and does not present the financial position, changes in net position, or cash flows of Northwestern Community Services Board.

Notes to Schedule of Expenditures of Federal Awards (Continued)

Note B - Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

Note C - Subrecipients
No awards were passed through to subrecipients.

Note D - Indirect Cost Recovery
The entity has elected not to use the 10% de minimis indirect cost rate allowed under Uniform Guidance.

Note E - Items Not Included in the Schedule

USDA Rural Development loan balances at June 30, 2020 for which only the payment of debt service is the primary compliance requirement.	$ 673,118

Note F - Reconciliation of the Schedule of Expenditures of Federal Awards to Federal Revenues Reported on the Statement of Revenues, Expenses and Changes in Net Position

Federal revenue reported	$ 2,041,486
Reconciling items:	
Unexpended current year funds	(6,176)
Revenue recognition timing differences	131,021
Total expenditures of federal awards	$ 2,166,331

NORTHWESTERN COMMUNITY SERVICES BOARD

Schedule of Findings and Questioned Costs
Year Ended June 30, 2020

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?	No

Identification of major programs:

CFDA #	Name of Federal Program or Cluster
93.959	Block Grants for Prevention and Treatment of Substance Abuse

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	Yes

Section II - Financial Statement Findings

There are no financial statement findings to report.

Section III - Federal Award Findings and Questioned Costs

There are no federal award findings and questioned costs to report.

NORTHWESTERN COMMUNITY SERVICES BOARD

Summary Schedule of Prior Audit Findings
Year Ended June 30, 2020

There were no items reported.