



AGENDA

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration – Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
May 4, 2023
5:30 p.m.

(1) CALL TO ORDER

(2) APPROVAL OF AGENDA

(3) APPROVAL OF MEETING MINUTES – April 6, 2023

(4) REPORTS

- A. Economic Development Director's Report
- B. Business Programs Report
- C. Monthly Financial Report
- D. Monthly Accounts Payable Report – (see April bills that have been paid)

EDA	
EDA Mileage – April meeting	\$111.79
Bedford Center	
Town of Bedford Power – CVCC	\$3,219.40
Peaksview Landscaping	\$483.34
BRWA – CVCC	\$146.37
New London	
Southside Electric	\$609.82
Peaksview Landscaping	\$1,494.17
Washington Street	
Peaksview Landscaping	\$121.67
TOTAL:	\$6,186.56

(5) SELF INSURANCE PROPOSAL

- A. Review and approval of VAcrop self-insurance proposal.

(6) BUDGET

- A. Approval of FY24 EDA Budget

(7) TOWN OF BEDFORD

(8) BEDFORD CENTER FOR BUSINESS

(9) MONTVALE CENTER FOR COMMERCE

(10) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

- A. Review appraisals for lots 2, 4, 8 and 11.

(11) WASHINGTON STREET PROPERTY

- A. Request for action regarding parking lot paving project

(12) OTHER BUSINESS

- A. Request for water tower funds related to Source4's expansion
- B. Review request to amend the covenants in Forest Professional Park

(13) CLOSED SESSION

*Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.
(Related to prospects for New London and Bedford)*



Minutes

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration – Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
April 6, 2023
5:30 p.m.

Economic Development Authority:

Present: David Wells (District 1); Vicki Gardner (District 2); Wyatt Walton (District 3); Matthew Braud (District 4); Kristy Milton (District 5); Jimmy Robertson (District 6); Jim Messier (District 7)

Staff Present: Pam Bailey – Economic Development Director; Holley Scheffel – Business Programs Coordinator; Robert Hiss – County Administrator; Patrick Skelley-County Attorney; Trish Luger –Administrative Assistant

Guests: Charla Bansley (District 3); Mickey Johnson (District 7)

(1) CALL TO ORDER

Chairman Robertson called the meeting to order at 5:32 p.m.

(2) APPROVAL OF AGENDA

Chairman Robertson called for a motion to approve the agenda as presented.

Mr. Messier moved, seconded by Mr. Braud.

Adopted Unanimously

(3) APPROVAL OF MEETING MINUTES – February 2, 2023

Chairman Robertson asked for a motion to approve the February meeting minutes. Mr.

Braud moved, seconded by Mr. Messier

Adopted Unanimously

(4) REPORTS

A. Economic Development Director's Report

Ms. Bailey had a follow-up meeting with Supervisor Tuck, Supervisor Johnson, Tourism and Economic Development staff to further discuss the Tourism Zone initiative. Mr. Tuck and Mr. Johnson have asked Tourism staff to reach out to a developer before taking further action with the plan.

Staff is waiting for the performance agreement from the Virginia Economic Development Partnership for the Virginia Business Ready Sites plan grant. This most likely will be added to next year's budget due to the timing.

The Spring VEDA Conference in Newport News highlighted the importance of business retention and expansion visits, as well as workforce quality and quantity. Projects on the state level are seeing a shift from project work towards manufacturing, but with project size decreasing.

Virginia has a gap of 600,000 people in the number of jobs from where they are trending and where they want to be. The need is to focus on eco system and building upon home grown companies with better talent and infrastructure and organic economic growth. Factors such as moving south and less births are causing shortages.

The Building Capacity & Community Conference in Blacksburg was beneficial. This agritourism conference was a reminder that Bedford County has been successfully doing agritourism for many years.

B. Business Programs Report

Thirty students from all three area high schools attended the Hospitality and Tourism Industry Tour March 29, hosted by Mariners Landing Resort and Country Club. The Property Manager spoke about managing a 1,200-acre facility. PGA Pro Golfer and Director of the Pro Shop explained the greens, different cuts of grass, and the retail side of the pro shop. Director of Facilities spoke about equipment used on the property and projects he oversees. The Director of HR, Laura Moritz, spoke about the importance of etiquette, resume tips and tricks, advising references and knowing personal information to include.

The April 26 Utilities Tour will include BRWA, Town of Bedford main facility and their solar farm. Career Coaches at both Jefferson Forest and LHS/SHRS are leaving. Directors of School Counseling will then have to take on the assisting the program. These positions are to be posted this summer.

May 4 is Signing Day for BCPS students enlisting in the military and/or have accepted full-time employment in a CTE field.

May 10 is Business Appreciation at ElectricCo Art in Bedford from 5-7 p.m. ElectricCo will be closing their market at the end of the month.

C. Monthly Financial Report

Nothing out of the ordinary this month. Liberty University has paid the CAM fees since the report was generated. Nanotouch will pay once the building is sold.

D. Monthly Accounts Payable Report – (see Feb. – Mar. bills that have been paid)

Public Works is currently requesting inquiries for Montvale mowing due to current provider no longer servicing. Suggestions were to inquire with a local farmer or the nearby school.

EDA	
EDA Mileage – Feb/March meeting	\$199.76
Bedford Center	
Town of Bedford Power – CVCC	\$7,916.96
Peaksview Landscaping	\$966.68
BRWA – CVCC	\$307.86
New London	
Southside Electric	\$1,219.24
Peaksview Landscaping	\$2,988.34
Washington Street	
Peaksview Landscaping	\$243.34
TOTAL:	\$13,842.18

(5) BUDGET

A. Presentation of FY24 draft budget

Points of Reference:

- Building Repair Maintenance Fund: Suggesting lowering to \$120,000. Discussion to spend \$150,000 (this year's budget) for paving, but time may not allow the expense to be utilized this fiscal year.
- Mowing/Montvale – increased due to excess rain. Subject to change upon updated quotes.
- VBRSP Grant – modified to show Phase 2 match with income of \$63,750 and expenditures of \$127,000.
- Any changes to this draft can be contingent upon the Board of Supervisors County budget approval.

(6) TOWN OF BEDFORD

Nothing new to report

(7) BEDFORD CENTER FOR BUSINESS

No new updates currently

(8) MONTVALE CENTER FOR COMMERCE

The planning department has approved the plats, but the survey company is waiting on BRWA to review them.

(8) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

A. Future development and expansion discussion

Charles Parkhurst has been hired to appraise lots 2, 4, 8 & 11. Nanotouch's building is for sale. It's 10,000 sq ft. total with 2500 sq. ft. fully furnished office space and 7,500 sq. ft. of warehouse, manufacturing, and distribution space.

(9) WASHINGTON STREET PROPERTY

A. Request for action regarding parking lot paving project

Rough estimate \$261,844. The school divisions are not interested in participating and Board of Supervisors has not been asked to participate. The Town is not participating but has offered to help with trees through a grant. The Beford Rotary may be able to assist with a grant to plant trees along Washington St. and Bridge St. as part of their 100th anniversary project. An RFP can be initiated to begin a formal process for repaving and realigning the parking lot. As the lot is used for store customers and employee parking, a request to the County is acceptable. Mr. Walton reiterated using some or all the \$120,000 given by the County for incentives for this project since there are no incentive applications pending. Ms. Bailey will follow up with Wendall Dawson to review discussion/concerns and follow up with Doug to put together a request for bid, reporting back to the EDA at the May 4 meeting.

(9) OTHER BUSINESS

A. Request to close out KMR Aviation performance agreement.

Chairman Robertson asked for a motion for KMR to pay \$12,500 (half of agreement) and to close agreement. Mr. Walton moved, seconded by Ms. Milton.

Adopted Unanimously

B. Discuss request for extension or close out of the Custom Truck performance agreement.

Chairman Robertson asked for a motion to close out the agreement for Custom Truck. Mr. Walton moved, seconded by Mr. Wells.

Adopted Unanimously

Discussion followed that due to absence of performance evidence from Custom Truck, Ms. Milton suggested incorporating language into any future agreements stating specifically how and when the evidence is to be provided.

C. Request to close out Neathawk Lumber performance agreement.

Chairman Robertson asked for a motion to close out Neathawk Lumber. Mr. Messier moved, seconded by Mr. Walton.

Adopted Unanimously

D. Request from Source4 for water infrastructure funds

Request is currently denied. Will discuss in the future once more information can be provided about the current investment information is received.

(10) CLOSED SESSION

Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

(Related to a prospect for New London)

Mr. Walton moved, seconded by Mr. Braud to enter into Closed Session.

Adopted Unanimously

Voting Yes: Mrs. Gardner, Mr. Walton, Mr. Braud, Mrs. Milton, Mr. Robertson, Mr. Messier, Mr. Wells

Voting No: None

Chairman Robertson called for a motion to adjourn the April 6, 2023, meeting. A motion was made by Mr. Braud and seconded by Mr. Walton to adjourn the meeting.

Adjournment

7:01 p.m.

YEAR-TO-DATE BUDGET REPORT

FOR 2023 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
556 ECONOMIC DEVELOPMENT AUTHORITY	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
561500 EDA INTEREST EARNINGS								
561500 415101 INTEREST ON BANK	0	0	0	-1,886.25	.00	1,886.25	100.0%	
561500 415210 BRWA CELL TOWER I	0	0	0	-13,265.10	.00	13,265.10	100.0%	
TOTAL EDA INTEREST EARNINGS	0	0	0	-15,151.35	.00	15,151.35	100.0%	
561800 EDA MISC REVENUE								
561800 418901 MISCELLANEOUS REV	0	0	0	-897.48	.00	897.48	100.0%	
TOTAL EDA MISC REVENUE	0	0	0	-897.48	.00	897.48	100.0%	
561900 EDA RECOVERED COSTS								
561900 419010 BLVAC RECOVERED CO	-1,448	0	-1,448	-1,447.59	.00	.00	100.0%	
561900 419010 DMPRE RECOVERED CO	-390	0	-390	-390.41	.00	.00	100.0%	
561900 419010 LU RECOVERED COSTS	-2,597	0	-2,597	-2,596.58	.00	-.42	100.0%*	
561900 419010 NANO RECOVERED COS	-393	0	-393	.00	.00	-393.00	.0%*	
561900 419010 SMPLM SMPLM -RECOV	-1,061	0	-1,061	-1,060.89	.00	-.11	100.0%*	
TOTAL EDA RECOVERED COSTS	-5,889	0	-5,889	-5,495.47	.00	-393.53	93.3%	
564100 EDA OTHER FINANCING SOURCES								
564100 441110 TRANSFER FROM GEN	-163,055	0	-163,055	.00	.00	-163,055.00	.0%*	
TOTAL EDA OTHER FINANCING SOURCES	-163,055	0	-163,055	.00	.00	-163,055.00	.0%	
565600 EDA ADMINISTRATION								
565600 531110 ACCOUNTING & AUDI	8,000	0	8,000	7,100.00	.00	900.00	88.8%	
565600 531120 ADVERTISING SERVI	6,500	0	6,500	4,551.30	.00	1,948.70	70.0%	
565600 531130 ATTORNEY AND LEGA	2,500	0	2,500	.00	.00	2,500.00	.0%	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
556 ECONOMIC DEVELOPMENT AUTHORITY	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
565600 531220 SAL ADMIN SALARY -	21,864	0	21,864	.00	.00	21,864.41	.0%
565600 531410 BUILDING REPAIR &	150,000	0	150,000	.00	.00	150,000.00	.0%
565600 531410 CVCC BUILDING REPA	0	0	0	3,440.50	.00	-3,440.50	100.0%*
565600 531420 GROUNDS REPAIR &	0	0	0	390.00	.00	-390.00	100.0%*
565600 531510 POSTAGE AND FREIG	120	0	120	.00	.00	120.00	.0%
565600 531730 CONFERENCE & EDUC	1,500	0	1,500	597.40	.00	902.60	39.8%
565600 531750 EMPLOYEE RECOGNIT	100	0	100	.00	.00	100.00	.0%
565600 531820 TRAVEL MILEAGE	1,200	0	1,200	1,025.56	.00	174.44	85.5%
565600 541270 CONTRIBUTIONS TO	2,500	0	2,500	.00	.00	2,500.00	.0%
565600 551210 GENERAL LIABILITY	653	0	653	.00	.00	653.00	.0%
565600 551220 AUTOMOBILE LIABIL	150	0	150	.00	.00	150.00	.0%
565600 551230 PROPERTY INSURANC	9,935	0	9,935	.00	.00	9,935.00	.0%
565600 551240 BOILER AND MACHIN	1,170	0	1,170	.00	.00	1,170.00	.0%
565600 551250 OTHER FINANCIAL I	675	0	675	.00	.00	675.00	.0%
565600 551260 PUBLIC OFFICIALS	182	0	182	.00	.00	182.00	.0%
565600 551290 CYBER RISK INSURA	100	0	100	.00	.00	100.00	.0%
565600 561140 FOOD & MEALS NON-	2,300	0	2,300	1,566.12	.00	733.88	68.1%
565600 561140 BDONE BDONE-FOOD M	1,200	0	1,200	1,416.61	.00	-216.61	118.1%*
565600 561140 BSAPP BSAPP-FOOD M	2,500	0	2,500	495.33	.00	2,004.67	19.8%
565600 581680 CVCC CVCC-OTHER MI	0	0	0	1,500.00	.00	-1,500.00	100.0%*
TOTAL EDA ADMINISTRATION	213,149	0	213,149	22,082.82	.00	191,066.59	10.4%
565610 EDA PERFORMANCE INCENTIVES							
565610 541530 PERFORMANCE INCEN	120,000	0	120,000	.00	.00	120,000.00	.0%
TOTAL EDA PERFORMANCE INCENTIVES	120,000	0	120,000	.00	.00	120,000.00	.0%
565615 EDA BEDFORD CTR FOR BUSINESS							
565615 531410 BUILDING REPAIR &	3,200	0	3,200	.00	.00	3,200.00	.0%
565615 531410 CVCC CVCC-BLDG REP	0	0	0	5,359.72	.00	-5,359.72	100.0%*
565615 531420 GROUNDS REPAIR &	8,900	0	8,900	5,758.40	.00	3,141.60	64.7%
565615 531420 CVCC GROUNDS REPAI	0	0	0	350.00	.00	-350.00	100.0%*
565615 531430 CVCC CVCC - EQUIP	6,500	0	6,500	7,272.39	.00	-772.39	111.9%*
565615 531430 ECOST ECOST - EQUI	2,000	0	2,000	.00	.00	2,000.00	.0%
565615 531510 CVCC POSTAGE AND F	0	0	0	15.00	.00	-15.00	100.0%*
565615 551110 ELECTRICAL SERVIC	0	0	0	10,407.42	.00	-10,407.42	100.0%*
565615 551110 CVCC CVCC-ELECTRIC	40,000	0	40,000	22,797.47	.00	17,202.53	57.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
556 ECONOMIC DEVELOPMENT AUTHORITY	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
565615 551130 CVCC CVCC-WATER &	2,000	0	2,000	1,588.97	.00	411.03	79.4%
565615 551170 OTHER SERVICE CHA	0	0	0	399.89	.00	-399.89	100.0%*
565615 561510 CVCC CVCC-BUILDING	0	0	0	40.42	.00	-40.42	100.0%*
TOTAL EDA BEDFORD CTR FOR BUSINESS	62,600	0	62,600	53,989.68	.00	8,610.32	86.2%
56561515 RENT							
56561515 415201 CVCC PROPERTY RE	-142,296	0	-142,296	.00	.00	-142,296.00	.0%*
56561515 415201 ECOST PROPERTY R	-121,280	0	-121,280	-90,960.03	.00	-30,319.97	75.0%*
56561515 415201 MBC PROPERTY REN	-3,600	0	-3,600	-3,600.00	.00	.00	100.0%
TOTAL RENT	-267,176	0	-267,176	-94,560.03	.00	-172,615.97	35.4%
565621 EDA BEDFORD BREWERY							
565621 591130 VCC VCC-DEBT PRINC	13,035	0	13,035	9,201.14	.00	3,834.15	70.6%
565621 591140 VCC VCC-DEBT INTER	30,783	0	30,783	23,662.63	.00	7,120.44	76.9%
TOTAL EDA BEDFORD BREWERY	43,818	0	43,818	32,863.77	.00	10,954.59	75.0%
56562115 RENT							
56562115 415201 BREW PROPERTY RE	-43,818	0	-43,818	-36,515.30	.00	-7,303.06	83.3%*
TOTAL RENT	-43,818	0	-43,818	-36,515.30	.00	-7,303.06	83.3%
565655 EDA MONTVALE CTR FOR COMMERCE							
565655 531420 GROUNDS REPAIR &	1,125	0	1,125	1,170.00	.00	-45.00	104.0%*
TOTAL EDA MONTVALE CTR FOR COMMERCE	1,125	0	1,125	1,170.00	.00	-45.00	104.0%
565680 EDA WASHINGTON STREET							
565680 531220 SKILLED SERVICES	0	0	0	150.00	.00	-150.00	100.0%*

YEAR-TO-DATE BUDGET REPORT

FOR 2023 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
556 ECONOMIC DEVELOPMENT AUTHORITY	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
565680 531410 BUILDING REPAIR &	10,000	0	10,000	350.00		.00	9,650.00	3.5%
565680 531420 GROUNDS REPAIR &	101,500	0	101,500	1,216.70		.00	100,283.30	1.2%
565680 561510 BUILDING MATERIAL	0	0	0	52.98		.00	-52.98	100.0%*
565680 561510 VISTA VISTA-BUILD	0	0	0	370.84		.00	-370.84	100.0%*
TOTAL EDA WASHINGTON STREET	111,500	0	111,500	2,140.52		.00	109,359.48	1.9%
56568015 WASHINGTON STREET RENT								
56568015 415201 PROPERTY RENTAL	0	0	0	-25,500.00		.00	25,500.00	100.0%
56568015 415201 VISTA PROPERTY R	-30,600	0	-30,600	.00		.00	-30,600.00	.0%*
TOTAL WASHINGTON STREET RENT	-30,600	0	-30,600	-25,500.00		.00	-5,100.00	83.3%
565685 EDA NEW LONDON								
565685 531120 ADVERTISING SERVI	0	0	0	17.99		.00	-17.99	100.0%*
565685 531210 A & E SERVICES	20,000	0	20,000	2,010.00		.00	17,990.00	10.1%
565685 531220 SKILLED SERVICES	0	0	0	750.00		.00	-750.00	100.0%*
565685 531410 BUILDING REPAIR &	0	0	0	2,326.00		.00	-2,326.00	100.0%*
565685 531420 GROUNDS REPAIR &	20,000	0	20,000	16,271.70		.00	3,728.30	81.4%
565685 551110 ELECTRICAL SERVIC	7,100	0	7,100	5,476.02		.00	1,623.98	77.1%
565685 551170 OTHER SERVICE CHA	0	0	0	42.22		.00	-42.22	100.0%*
565685 561570 SIGNAGE	1,000	0	1,000	.00		.00	1,000.00	.0%
565685 582160 MEADE MEADE-ROADS	0	0	0	26,465.83		.00	-26,465.83	100.0%*
565685 591130 LOT7 SHELL BLDG -	153,534	0	153,534	69,353.58		.00	84,180.30	45.2%
565685 591140 LOT7 SHELL BLDG -	0	0	0	33,002.34		.00	-33,002.34	100.0%*
TOTAL EDA NEW LONDON	201,634	0	201,634	155,715.68		.00	45,918.20	77.2%
56568515 RENT								
56568515 415201 BLVAC PROPERTY R	-260,000	0	-260,000	-216,670.70		.00	-43,329.30	83.3%*
TOTAL RENT	-260,000	0	-260,000	-216,670.70		.00	-43,329.30	83.3%
TOTAL ECONOMIC DEVELOPMENT AUTHORITY	-16,712	0	-16,712	-126,827.86		.00	110,116.15	758.9%
TOTAL REVENUES	-770,538	0	-770,538	-394,790.33		.00	-375,748.03	
TOTAL EXPENSES	753,827	0	753,827	267,962.47		.00	485,864.18	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 12							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-16,712	0	-16,712	-126,827.86	.00	110,116.15	758.9%
** END OF REPORT - Generated by Pam Bailey **							

BALANCE SHEET FOR 2023 13

FUND: 556 ECONOMIC DEVELOPMENT AUTHORITY			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
556	110010	EQUITY IN GENERAL CHECKING	.00	1,945,056.96
556	120100	BRWA CELL TOWER FUND	.00	29,647.72
556	142100	OTHER RECEIVABLES	.00	15,206.67
556	145700	BEALE NOTES RECEIVABLE	.00	646,607.86
556	145700	DMPRE DAMAGE PREVENTION - NOTES REC	.00	90,225.00
556	145800	LEASE RECEIVABLE	.00	4,600,434.52
556	181000	LAND	.00	612,789.56
556	181100	BLDG & LAND HELD FOR RESALE	.00	8,370,768.53
556	181200	LAND HELD FOR LEASE	.00	42,628.07
556	183000	BUILDINGS & IMPROVEMENTS	.00	8,857,517.45
556	184000	MACHINERY & EQUIPMENT	.00	18,253.99
556	189300	ACC DEPR-BUILDINGS & IMPROV	.00	-3,882,418.76
556	189400	ACC DEPR-MACHINERY & EQUIP	.00	-11,926.89
TOTAL ASSETS			.00	21,334,790.68
LIABILITIES				
556	220300	ACCOUNTS PAYABLE	.00	-11,966.06
556	220600	PERFORMANCE GRANTS PAYABLE	.00	-520,225.00
556	281000	LOT7 SHELL BUILDING - NOTES PAYABLE	.00	-1,871,598.06
556	281000	VCC NOTES PAYABLE	.00	-645,001.23
556	293000	DEFERRED REVENUE UNEARNED	.00	-160,052.67
556	298140	DIR-LEASES	.00	-4,543,208.21
TOTAL LIABILITIES			.00	-7,752,051.23
FUND BALANCE				
556	330000	FUND BALANCE-UNASSIGNED	.00	-13,453,189.92
556	340000	REVENUE CONTROL	.00	-394,790.33
556	350000	EXPENDITURE CONTROL	.00	267,962.47
556	392035	P-CARD CONTROL	.00	-2,721.67
556	393000	BUDGETARY FD BAL-UNASSIGNED	.00	-16,711.71
556	394000	ESTIMATED REVENUE CONTROL	.00	770,538.36
556	395000	APPROPRIATION CONTROL	.00	-753,826.65
TOTAL FUND BALANCE			.00	-13,582,739.45
TOTAL LIABILITIES + FUND BALANCE			.00	-21,334,790.68

** END OF REPORT - Generated by Pam Bailey **



**Self Insurance Proposal
April 11, 2023**

Bedford County EDA

Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com



Welcome to

VAcorp

The largest public entity risk pool in Virginia

VAcorp was established in 1993 at the request of Virginia counties seeking to break from the status quo of the commercial insurance industry and assert more control over their risk management and coverage needs. Today, we are the largest self-insurance risk pool for public entities and school divisions in the commonwealth. We provide coverage to more counties, school divisions, and county-related agencies than any other provider, and we attribute our extraordinary success to our member-centric focus. As a member, you are much more than a customer. You are a part of VAcorp itself! Our membership is at the heart of everything we do, and this focus has driven us to emerge as a leader in developing coverage solutions. We are a one-stop-shop when it comes to safeguarding your peace of mind – capable of addressing all of your risk management needs.

VAcorp provides the most comprehensive coverages available. Period.

For decades, VAcorp has been a leader in creating innovative solutions to the unique challenges faced by Virginia's public sector entities and school divisions. As a pool participant, you can take advantage of VAcorp's vast array of membership benefits.

VAcorp Coverages

- Property
- Inland Marine
- Equipment Breakdown
- Crime
- Volunteer Accident
- Business Auto
- General Liability
- Public Officials Liability
- Educators Legal Liability
- Student Accident
- Workers' Compensation
- Cyber Liability
- Environmental Liability
- Excess Limits
- Security Risk Management



Welcome to VAcorp _____

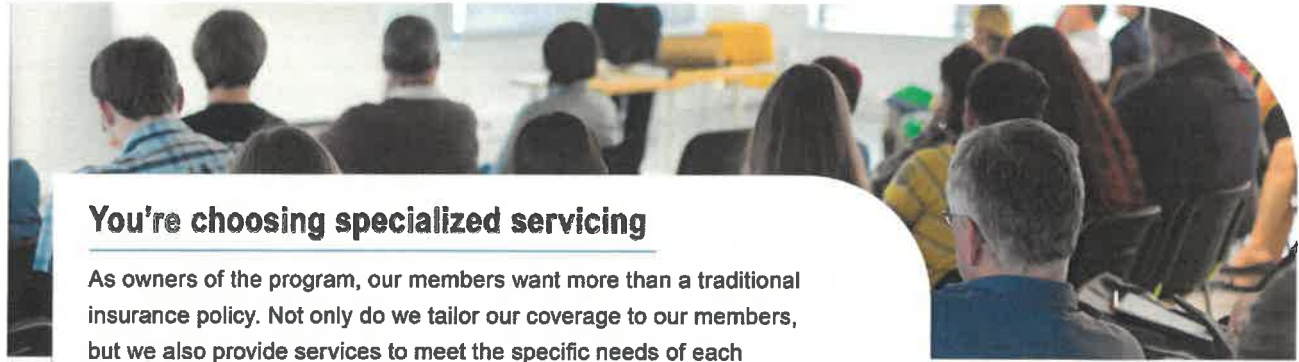
You're choosing the best protection

Our goal has always been to provide the most comprehensive coverage possible for school divisions. We believe in being agile and responsive to meet the needs of our membership, and that innovative spirit has driven us to develop coverages that in many cases are not available anywhere else in the marketplace. We cater our coverages specifically to Virginia's local government entities and school divisions, and that narrow focus has propelled us to the dominant position in our market. More public entities choose VAcorp over any other provider because they demand the highest level of protection to safeguard their organizations.



Coverage advantages

Property	Liability	Cyber Liability
<ul style="list-style-type: none">• Broad form, all risks• No pool aggregate• Guaranteed replacement cost• Pollution liability coverage for first and third party clean up• No pool limit for named windstorms• No pool limit on business interruption• No pool limit on extra expense• Includes vehicular bridges• Includes underground property• Includes piers, wharves, and docks	<ul style="list-style-type: none">• General Liability minimum of \$2,000,000 per occurrence limit• No annual aggregate• No mandatory deductibles or caps• No member cost-sharing• Broad legal defense coverage• Public Officials Liability includes FOIA, EEOC, OCR, and COIA claims• Back and front pay included	<ul style="list-style-type: none">• Comprehensive Cyber Risk program• No deductible or sublimits• No pool aggregate with \$1 mil limit or greater• Includes regulatory liability coverage• Designated breach coach on cyber incidents• Public relations and notification guidance• Proactive scanning of public-facing domains• Training available
Security Risk Management	Workers' Compensation	
<ul style="list-style-type: none">• Coverage for "active shooter" events• Includes weapons assault coverage• Includes public relations response• Includes staff counseling• Includes threat response expense extension	<ul style="list-style-type: none">• Automatic 5% dual program credit when Workers' Compensation coverage added• Case Management services provided by nursing professionals• Nurse triage and claims reporting service assures prompt processing• Medical Bill Review provides savings across multiple medical provider networks to ensure cost effective treatment• First Fill prescription program to save employee "out of pocket" expense	



You're choosing specialized servicing

As owners of the program, our members want more than a traditional insurance policy. Not only do we tailor our coverage to our members, but we also provide services to meet the specific needs of each member. We employ staff who have walked in your shoes in former roles and understand the unique challenges your organization faces. Our expert Risk Control Team works directly with our members providing employee training, performing safety audits, or consulting on relevant risk management topics in order to help prevent claims from occurring. It's all part of our commitment to address your need for protection holistically.

Service advantages

Risk Control	Member Portal	Other Services
<ul style="list-style-type: none"> • Facility safety assessments • Certified Playground Safety Inspectors (CPSI) • Risk management policy creation and consultation • In person and web-based employee training – safety, liability, human resources, cyber security, and more • Claims analysis • Safety committee assistance and participation • Hot topic workshops presented at various conferences across Virginia 	<ul style="list-style-type: none"> • Intuitive, user-friendly design • Claims reporting with instantaneous claim number • Risk management tools and templates • Downloadable employee training presentations and webinars • Customizable loss reports • Claim viewer giving access to claim summaries, financials, and adjuster notes • Property and vehicle schedule editing tool • Certificates of insurance request feature • Cyber eRiskHub • Safety Source streaming library with over 1000 videos 	<ul style="list-style-type: none"> • Property valuations provided at no charge • Investigations unit available for claim analysis and surveillance • AskHR provides guidance on human resources questions • GatherGuard makes it simple to acquire short-term event coverage for facility users • Contract and lease review to ensure adequate protection • Safelite Auto Glass direct billing for quick and painless glass replacement; with a deductible waiver on glass repairs

In choosing VAcorp, you are choosing to stand with hundreds of like-minded school divisions throughout the state who demand more than the status quo from their coverage provider, and we thank you for your choice.



You're choosing price stability

No one likes surprises. The pool was founded on the principle of price stability, and that long-standing ideal has guided our decisions since day one. While the commercial insurance market has experienced considerable volatility, and competitors have stripped away coverages to combat rate increases, the pool has enjoyed remarkable rate stability year over year for decades, even as we've consistently expanded coverages. It all adds up to giving you peace of mind, aiding in long-term planning and budgeting.

You're choosing ownership

At VAcorp, you are an owner of the program and its assets. There are no outside owners, investors or shareholders expecting dividends or profits. Rather than profit-minded executives making decisions, we have a Supervisory Board elected from and by our members. As a voting member, you have a direct voice in what matters most to your organization. The Board approves all major decisions, and again this year voted to return surplus funds to members at renewal.



You're choosing transparency

We're proud of the products and services we offer, so we feel there's no need to play games or hide behind gimmicks. We begin our renewal process early each year to ensure you have ample time to prepare your budget. We empower members to run your own loss reports at the click of a button on our website without having to request that information. Because we're partners when it comes to protecting your organization, we openly share the information we have for each of your claims. With our online claim viewer, we bring you behind the curtain and give you the same access to financials and notes that our adjusters have themselves.



Contribution Summary Form

Coverage	Deductible	Contribution
Property : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$10,270
Inland Marine : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	Included
Equipment Breakdown	\$1,000	\$1,264
General Liability : \$2,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$332
Public Officials Liability : \$1,000,000 Limit Each Wrongful Act	\$1,000	\$182
Automobile : \$2,000,000 Liability Limit for Hired Autos; \$1,000,000 Non-Owned Auto Liability	\$250 Comp/Coll	\$150
Crime : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$675
Excess Liability : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$322
Environmental Liability : \$1,000,000 Limit	\$25,000	Included
Security Risk Management Program :	None	Included
Cyber Risk : \$500,000 Limit	None	\$100
Grand Total Annual Contribution		\$13,295
<i>Dual Program Discount, (savings included above, if applicable)</i>		\$0
<i>Less Rate Credit(P&C)</i>		(\$252)
Total Contribution Due		\$13,043

In order to be eligible for VAcorp membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime.

Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.



RESPONSE NEEDED - If electing option(s) below, please indicate on Coverage Intent Form form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

**2023 - 2024 Quote Options for
Bedford County EDA**

OPTION 1 : Cyber Risk - Increased Liability

VAcrop provides members an opportunity to increase Cyber Risk coverage. The purchased limit is your own limit, which is outside of the VAcrop pooled limit for other members. Cyber Risk Liability provides coverage due to network security breaches (including hacking and viruses) and online privacy matters (including identity theft). Coverage also includes Crisis Management, Remediation and Notification Expense coverage for public relations services, expense to determine scope of breach, and notification expense required by law, including mailings and monitoring up to the purchased limit.

Limit	Deductible	Annual Contribution
\$1,000,000	\$0	\$1,000
\$2,000,000	\$0	\$2,000
\$3,000,000	\$0	\$3,000
\$5,000,000	\$0	\$5,000



Property

- VAcorp provides members with the most extensive property coverage available.
- Property coverage is Special Form; all perils are covered except those specifically excluded.

Buildings and Contents

Total Building Values	\$ 13,738,680
Total Contents Values	\$ 0
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 0

Coverage Includes: (no additional charge)*

- Back-up of Sewers & Drains: \$10,000,000 Limit
- Debris Removal: \$25,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$25,000,000 Limit (up to 120 Days)
When timely reported, covered until renewal at no additional charge if under \$500,000 in value;
additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$5,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$100,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$100,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule

**Does not apply to properties valued at Actual Cash Value (ACV)*

Optional Coverage Available:

Builders' Risk during building construction (Optional - must be reported)

Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.

If vacant building becomes occupied, please notify VAcorp to ensure proper coverage is in place.

Deductibles (Per Occurrence)

- \$250 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 0
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Computers / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 0
Software (Per Schedule)	\$ 0

Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

Deductible

See Schedule

Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

Equipment Breakdown

- Equipment Breakdown is a comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, and furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry.

Limits

- \$100,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$250,000 Hazardous Substance
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$1,000,000 Expediting Expenses
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

Coverage

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes, and air conditioning vessels.

Deductibles

- \$1,000 Per Occurrence
- 24 Hours Business Income Loss



General Liability

- VAcorp general liability coverage provides the broadest protection for public entities in Virginia.
- VAcorp coverage provides protection from claims or suits for personal injury or property damage.
- Defense costs are provided for certain excluded acts.
- Excess limits available.

Basis of Contribution

Net Operating Expense	\$ 137,177
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Limits

- \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

Additional Coverages

- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 Feet
- Products/Completed Operations
- Volunteers included as Covered Persons (Volunteer Fire and Rescue are excluded)
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability
- Drone Liability

Sublimits

- \$500,000 Fire Legal Liability - Real Property
- \$10,000 Premises Medical Payments (Per Person)
- \$10,000 Premises Medical Payments (Per Occurrence)

Deductible

None



Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded wrongful acts.

Limits

- \$1,000,000 Each Wrongful Act
- \$0 Annual Aggregate

Policy Form

Occurrence

Coverages

- Governing body and staff considered covered persons
- Employment Practices
- Sexual Harassment
- Defense cost in addition to coverage limits

\$100,000 Defense Limit Provided for the Following Excluded Coverages:

- Fraud and Dishonesty
- Profit and Gain
- Violation of Statute
- Failure to Maintain Insurance
- Breach of Fiduciary Duty
- Breach of Contract, other than Failure to Pay
- Land Use/Eminent Domain
- OCR/EEOC Complaints

Deductible

- \$1,000 Per Occurrence



Business Automobile - Hired and Non-Owned Only

- VAcrop coverage includes hired and non-owned vehicles.
- Automatic coverage for newly acquired vehicles at no additional charge.
- Excess limits available.

Basis of Contribution

Number of Vehicles

N/A

Liability

Limits

- \$2,000,000 Hired Auto Bodily Injury & Property Damage Liability
- \$10,000 Medical Payments (Per Person)
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- No Annual Aggregate

Physical Damage

Deductibles

- \$250 Hired Car Physical Damage Comprehensive (up to \$50,000)
- \$250 Hired Car Physical Damage Collision (up to \$50,000)



Crime

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees and volunteers.

Limits

- \$250,000 Per Occurrence
- \$25,000 Telephone Toll Fraud

Coverage Forms

- Employee Theft
- Faithful Performance / Employee Dishonesty
- Blanket Position Bond
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery
- Computer Fraud
- Funds Transfer Fraud

Deductible

- \$250 Per Occurrence

Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

Limits

- Excess Automobile Liability
 - \$3,000,000 Limit
 - \$0 Excess Liability Aggregate
- Excess General Liability
 - \$3,000,000 Limit
 - \$0 Excess Liability Aggregate

**Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*

Environmental Liability

- VAcrop provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

Limits

- \$1,000,000 Each Incident and Aggregate - Per Member
- \$2,000,000 Pool Aggregate

Coverages

- Third Party Clean-up for above ground pollution exposures, such as:
 - Water & Sewer Operations
 - Transfer Stations
 - Spraying of Pesticides and Herbicides
 - Golf Courses
 - Above Ground Storage Tanks

Exclusions *

- Underground Storage Tanks
- Landfills

* VAcrop will place coverage for these excluded exposures through a commercial carrier, if requested.

Deductible

- \$25,000 Per Occurrence

Security Risk Management Program

- VAcorp Security Risk Management Program covers nearly all persons while on Member property or participating in an activity sponsored by the Member, from acts of violence, threats, disappearance, abduction, hijacking, and other events.
- Coverage includes counseling during and after a covered event.

Limits

- \$1,000,000 for Assault with a Weapon
- \$1,000,000 for Ransom, Legal Liability, and Business Interruption
- \$1,000,000 Combined for Negotiators, Public Relations, Counseling Fees, and Temporary Security
- Various Sublimits apply

Covered Persons

Employees, leased or temporary employees, students, volunteers, interns, board members, administrators, faculty parents, and family members while on premises or attending or participating in an activity organized by the Member

Covered Events

- Assault with a weapon involving a covered person resulting in death or serious injury and regional media coverage
- Disappearance of a covered person from Member property or Member sponsored event
- Extortion Threats
- Hijacking
- Hostage Taking
- Abduction Employee or Volunteer
- Emergency Political Evacuation
- Threats to:
 - Kill or injure covered persons
 - Damage to Member property
 - Disrupt computer systems
 - Reveal confidential information about covered persons

Coverages Provided

- Legal Liability
- Loss of Revenue
- Fees and expense of expert crisis response consultants deployed within 24 hours worldwide
- Costs of increased temporary security measures
- Consultant costs and expenses for investigation into disappearance of a covered person
- Costs to evacuate covered persons to a place of safety due to political instability overseas
- Death or Dismemberment Benefit
- Additional covered expenses include
 - Psychiatric and Medical Care
 - Legal Advice
 - Reward Monies
 - Travel and Accommodation
 - Salary of victim's family and replacement staff
 - Rest and Rehabilitation
 - All other reasonable and necessary expenses

Deductible

None



Cyber Risk

- VAcrop members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.

Limits

- \$500,000 Per Occurrence and Aggregate - Per Member
- \$5,000,000 Combined Aggregate for all Members

Coverages

Network Security, Privacy, and Data Breach Liability

- Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.
- Liability for transmission of a computer virus

Multimedia Liability

- Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media

Regulatory Liability

- Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations
- Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body

Data Breach Incident Response

- Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.

Data Restoration

- Costs to restore, compile or replace data
- Reasonable and necessary costs and expenses to determine scope of breach
- Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event

Cyber Extortion

- Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service

Social Engineering Fraud

- Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently

PCI DSS Fines

- Covers PCI contractual costs and regulatory fines following a security or privacy event

Deductible
None



Bedford County EDA

Coverage Term : 7/1/2023 - 7/1/2024

BUILDINGS AND CONTENTS SCHEDULE

Replacement Cost or Stated Otherwise

Loc #	Bldg #	Bldg Description	Street Address	City	Bldg Value	Cts Value	Deductible	Builder's Risk	Demo / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Elba Butcher Shop & County Offices	212 East Washington Street	Bedford	\$1,973,700.00	\$0.00	\$250.00				
2	1	Venture Drive Property (CVCC)	1635 Venture Drive	Bedford	\$6,364,980.00	\$0.00	\$250.00				
3	1	New London Shell Building	1450 Meade Road	Forest	\$5,400,000.00	\$0.00	\$250.00				
Totals			Count: 3		\$13,738,680.00	\$0.00					



Bedford County EDA

Coverage Term : 7/1/2023 - 7/1/2024

INLAND MARINE SCHEDULE

Equipment Type	Department	Item Description	Serial Number	Value	Deductible
Electronic Data Hardware		\$100k Included In Automatic Coverage		\$0.00	\$250.00
Totals		Count: 1		\$0.00	



Bedford County EDA

Coverage Term : 7/1/2023 - 7/1/2024

BUSINESS AUTO SCHEDULE

Vehicle #	Department	Year	Make	Model	VIN	Repl. Cost Value	Comp Ded	Coll Ded
Totals		Count: 0			\$0.00			

General and Administrative	YTD (as of 3/22/23)	BUDGET	BUDGET			
Revenues	FY 22-23	FY 22-23	FY 23-24	Notes		
Contribution from County	\$ 43,055.00	\$ 43,055.00	\$ 43,055.00		564100-441110	
Interest Earnings	\$ -	\$ -	\$ -		561500-415101	
		\$ -	\$ -			
Totals	\$ 43,055.00	\$ 43,055.00	\$ 43,055.00			
Expenditures						
Administrative Assistant	\$ -	\$ 21,864.41	\$ 23,000.00		565600-531220-SAL	
Auditing Services	\$ 7,100.00	\$ 8,000.00	\$ 8,000.00		565600-531110	
Advertising Services	\$ 2,499.29	\$ 6,500.00	\$ 6,500.00	web maintenance & ads	565600-531120	
Attorney Services	\$ -	\$ 2,500.00	\$ 2,500.00		565600-531130	
Postage and Freight	\$ -	\$ 120.00	\$ 120.00	mailings to prospects/bus.	565600-531510	
Printing Services	\$ -	\$ -	\$ 500.00	name plates/badges/etc.	565600-561120	
Conference & Educations Svcs	\$ 597.40	\$ 1,500.00	\$ 1,500.00	VEDA, fees for training	565600-531730	
Business/EDA Recognition	\$ -	\$ 100.00	\$ 100.00	Outgoing EDA/staff recognition	565600-531750	
Travel Mileage		\$ 1,200.00	\$ 1,500.00	EDA official bus./ meetings	565600-531820	
Food & Meals - Non-travel	\$ 1,355.22	\$ 2,300.00	\$ 2,300.00	EDA meetings/planning	565600-561140	
Bedford One	\$ 1,223.30	\$ 1,200.00	\$ 3,000.00	Student food	565600-561140-BDONE	
Business Appreciation	\$ 495.33	\$ 2,500.00	\$ 2,500.00	Thank you gifts, event, etc.	565600-561140-BSAPP	
General Liability Insurance		\$ 653.00	\$ 332.00		565600-551210	
Surety Bonds		\$ 675.00	\$ 675.00		565600-551250	
Cyber Risk Insurance		\$ 100.00	\$ 100.00		565600-551290	
Public Officials Liability		\$ 182.00	\$ 182.00		565600-551260	
Automobile Liability		\$ 150.00	\$ 150.00		565600-551220	
Property Insurance		\$ 9,935.00	\$ 10,270.00	Elba, CVCC and Shell bldg.	565600-551230	
Equipment Breakdown		\$ 1,170.00	\$ 1,264.00	Boiler and Machinery	565600 -551240	
Excess Liability (automobile & general)		\$ 322.00	\$ 322.00		565600-551210	
Rate Credit			\$ (252.00)			
Building Repair & Maintenance Fund		\$ 150,000.00	\$ 120,000.00	Emergency maintenance items	565600-531410	
Totals	\$ 13,270.54	\$ 210,971.41	\$ 184,563.00			
Net Totals	\$ 29,784.46	\$ (167,916.41)	\$ (141,508.00)			

Performanced Based Incentives	YTD (as of 3/22/23)	BUDGET	BUDGET				
Revenues	FY 22-23	FY 22-23	FY 23-24				
Contribution from County	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00		564100-441110		
Totals	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00				
Expenditures							
	\$ -	\$120,000.00	\$120,000.00				
					565610-541530		
Totals	\$ -	\$ 120,000.00	\$ 120,000.00				
Net Totals	\$ 120,000.00	\$ -	\$ -				
Bedford Brewery	YTD (as of 3/22/23)	BUDGET	BUDGET				
Revenues	FY 22-23	FY 22-23	FY 23-24				
Bedford Brewing lease	\$ 32,863.77	\$43,818.36	\$43,818.36	Rental income	56562115-415201-BREW		
Totals	\$ 32,863.77	\$43,818.36	\$43,818.36				
Expenditures							
VCC Principal	\$ 6,989.06	\$ 13,035.29	\$ 13,035.29		565621-591130-VCC		
VCC Interest	\$ 18,571.65	\$ 30,783.07	\$ 30,783.07		565621-591140-VCC		
Totals	\$ 25,560.71	\$ 43,818.36	\$ 43,818.36	Loan payments			
Net Total	\$ 7,303.06	\$ -	\$ -				

Bedford Center for Business	YTD (as of 3/22/23)	BUDGET	BUDGET			
Revenues	FY 22-23	FY 22-23	FY 23-24			
CVCC lease	\$ 142,296.00	\$ 142,296.00	\$ 142,296.00	Rental income	56561515-415201-CVCC	
East Coast Fabricators lease	\$ 80,853.36	\$ 121,280.00	\$ 121,280.00	Rental income	56561515-415201-ECOST	
Mid-Atlantic Broadband lease	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	Rental income	56561515-415201-MBC	
Totals	\$ 226,749.36	\$ 267,176.00	\$ 267,176.00			
Expenditures						
Electric	\$ 29,985.49	\$ 40,000.00	\$ 40,000.00	CVCC electric	565615-551110-CVCC	
Water & Sewer	\$ 1,442.60	\$ 2,000.00	\$ 2,000.00	CVCC water and sewer	565615-551130-CVCC	
Building Repair & Maintenance	\$ 8,243.97	\$ 3,200.00	\$ 3,200.00	Security, sprinkler, exterminating services	565615-531410	
Grounds Maintenance Service	\$ 5,275.06	\$ 8,900.00	\$ 8,900.00	Peaksview landscaping	565615-531420	
Equipment Repair - CVCC	\$ 9,177.81	\$ 6,500.00	\$ 9,000.00	HVAC service + plumbing	565615-531430 - CVCC	
Equipment Repair - East Coast		\$ 2,000.00	\$ 2,000.00	HVAC service	565615-531430 - Ecost	
Totals	\$ 54,124.93	\$ 62,600.00	\$ 65,100.00			
Net Totals	\$ 172,624.43	\$ 204,576.00	\$ 202,076.00			
Montvale Center for Commerce	YTD (as of 3/22/23)	BUDGET	BUDGET			
Revenues	FY 22-23	FY 22-23	FY 23-24			
Totals	\$ -	\$ -	\$ -			
Expenditures						
Advertising/Marketing	\$ -	\$ -	\$ -		565655-531120	
Grounds Maintenance Service	\$ 1,560.00	\$ 1,125.00	\$ 1,600.00	Mowing/bushhogging	565655-531420	
Totals	\$ 1,560.00	\$ 1,125.00	\$ 1,600.00			
Net Total	\$ (1,560.00)	\$ (1,125.00)	\$ (1,600.00)			

New London Business and Tech	YTD (as of 3/22/23)	BUDGET	BUDGET				
Revenues	FY 22-23	FY 22-23	FY 23-24				
VEDP - VBRSP grant			\$ 63,750.00		56568515-415201-BLVAC		
Belvac Lease payments	\$ 196,451.62	\$ 260,000.00	\$ 260,000.00	Rental income	56568515-415201-BLVAC		
Recovered Costs CAM fees	\$ -						
Simplimatic fees:	\$ 1,061.00	\$ 1,061.00	\$ 1,061.00		561900-419010-SMPLM		
Liberty University fees:	\$ -	\$ 2,597.00	\$ 2,597.00		561900-419010-LU		
Nanotouch fees:	\$ -	\$ 393.00	\$ 393.00		561900-419010-NANO		
Belvac fees	\$ 1,447.59	\$ 1,447.59	\$ 1,447.59				
Damage Prevention fees	\$ -	\$ 390.41	\$ 390.41				
Totals	\$ 198,960.21	\$ 265,889.00	\$ 329,639.00				
Expenditures							
A & E	\$ 2,760.00	\$ 20,000.00	\$ 127,500.00	Phase 2 Engineering services	565685-531210		
Grounds Maintenance Service	\$ 14,777.53	\$ 20,000.00	\$ 20,000.00	Peakview landscaping	565685-531420		
Building Repair & Maintenance	\$ 2,326.00	\$ -	\$ 3,102.00	Johnson Controls			
Electrical Service	\$ 5,518.24	\$ 7,100.00	\$ 7,100.00	SEC charges	565685-551110		
Water & Sewer	\$ -	\$ -	\$ -		565685-551130		
Signage	\$ -	\$ 1,000.00		real estate signs	565685-561570		
Bank of James Interest	\$ 24,560.06				565685-591140-LOT7		
Bank of James Principal	\$ 52,206.88				565685-591130-LOT7		
Bank of the James Loan		\$ 153,533.88	\$ 153,533.88		565685-591130-LOT7		
Totals	\$ 102,148.71	\$ 201,633.88	\$ 311,235.88				
Net Totals	\$ 96,811.50	\$ 64,255.12	\$ 18,403.12				

Washington Street Property	YTD (as of 3/22/23)	BUDGET	BUDGET				
Revenues	FY 22-23	FY 22-23	FY 23-24				
Elba Butcher Shoppe	\$ 20,400.00	\$ 30,600.00	\$ 30,600.00	Rental income	56568015-415201		
Totals	\$ 20,400.00	\$ 30,600.00	\$ 30,600.00				
Expenditures							
Grounds Maintenance Service	\$ 1,095.03	\$ 1,500.00	\$ 1,500.00	landscaping	565680-531420		
Building repair and maintenance	\$ 734.12	\$ 10,000.00	\$ 7,500.00	HVAC/roof repair/plumbing	565680-531410		
Parking lot paving, etc.	\$ 150.00	\$ 100,000.00	\$ 250,000.00		565680-531410		
Totals	\$ 1,979.15	\$ 111,500.00	\$ 259,000.00				
Net Totals	\$ 18,420.85	\$ (80,900.00)	\$ (228,400.00)				
Grand Totals	YTD (as of 3/22/23)	BUDGET	BUDGET				
	FY 22-23	FY 22-23	FY 23-24				
Revenue	\$ 522,028.34	\$ 770,538.36	\$ 834,288.36				
Expenditure	\$ 198,644.04	\$ 751,648.65	\$ 985,317.24				
Revenue over/(under) expenditures	\$ 323,384.30	\$ 18,889.71	\$ (151,028.88)				

**BEDFORD COUNTY EDA
ACTION ITEM MEMO**

ITEM # 11A: Elba Parking Lot Paving IFB

DATE: May 4, 2023

BACKGROUND INFORMATION:

At the request of the EDA at the April 2023 meeting, staff has prepared an Invitation for Bid for the paving and striping of the Elba Parking lot. Staff has met with Mr. Dawson and he is happy with the new configuration and will work with his suppliers to communicate the plan and timeline

POSSIBLE EDA ACTION FOR CONSIDERATION:

Determine the due date and approve the document as submitted.

**ELBA BUTCHER SHOPPE PARKING LOT
INVITATION FOR BIDS (IFB)**

Issue Date: March 7, 2023

Title: Elba Butcher Shoppe Parking Lot

Issued By: Bedford County Economic Development Authority
County Administration Building
122 East Main Street, Suite 210
Bedford, VA 24523

Place of Performance: Elba Butcher Shoppe, 212 East Washington, Bedford, VA 24523

Sealed Bids Will Be Received Until **3:00 p.m., April 1 2023** For Furnishing the Services Described Herein.
Bids shall be received via email at dcoffman@bedfordcountyva.gov.

Period of Contract: **within 75 days of notice to proceed.**

Site visits can be scheduled by contacting Doug Coffman using the contact information below:

All Inquiries For Information Should Be Directed To: Doug Coffman, Public Works Director, Phone: (540) 586-7601x1392, E-mail: dcoffman@bedfordcountyva.gov

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED, DELIVER TO:

Bedford County Administration Office
122 East Main Street, Suite 202
Bedford, VA 24523

Bidders are encouraged to conduct site inspections prior to the submission of their bid.

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

BIDDERS ARE RESPONSIBLE FOR ANY AND ALL ADDENDA ASSOCIATED WITH THE SOLICITATION. SEE THE WEBSITE BELOW FOR ADDENDA.

<https://www.bedfordcountyva.gov/about-bedford/administration/procurement/rfp>

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*** RETURN THESE PAGES**

1.0 **PURPOSE**

The purpose and intent of this Invitation for Bid is to establish a firm fixed price contract with one qualified Contractor(s) to provide paving services as shown on the drawings by Hurt & Proffitt and as described in these bid documents. This solicitation is issued by the Bedford County Economic Development Authority.

2.0 **SCOPE OF WORK**

The Contractor shall provide all equipment, resources and qualified personnel required to perform improvements as listed below:

2. A. **General Requirements:**

- 2.A.1 The contractor shall provide all labor and materials in order to prepare and pave the parking lot located at 212 East Washington Street, Bedford VA.
- 2.A.2 The contractor shall re-stripe all areas within the boundaries of work whether or not it is specifically shown on the drawings. New striping will be in the same location as existing striping if not indicated.
- 2.A.3 Mill concrete tie-ins to allow for smooth transitions.
- 2.A.4 Mill entire east side of building, apply levelling course throughout to mitigate and smooth final product, apply 2" of overlay throughout.

2.B. **Contractor Equipment and Personnel:** The Contractor shall provide all equipment, skilled labor, and materials to perform the above scope of work in a professional, first class manner.

- 2.B.1 Unless specifically approved by Owner, sub-contractors are not acceptable to provide services awarded through this contract; all services must be provided by the Contractor and the Contractor's employees. Contractor personnel must be aware of the safety of the public at all times during operations, adhering to all federal, state, and local safety laws. The Contractor shall assume all on-the-job responsibilities for the actions of Contractor's personnel.

4.0 **SUBMISSION OF BIDS**

4. A **Bidders are reminded to return all required forms/documents when submitting their bid.**

Checklist:

- 1) Bid Form
- 2) State Corporation Commission Form
- 3) Contractor's Data Sheet
- 4) Insurance Checklist

4. B All bids shall be submitted in a sealed envelope or package with the **bid title and the bidder's name and address on the outside** of such envelope or package.

4. C Bids received after the due date/time will not be considered for contract award and will be returned to the Bidder.

- 4.D All questions pertaining to this solicitation must be received by the Buyer indicated on page one (1) of this solicitation, no later than five (5) business days prior to the date set for the bid opening.
4. E Bidders are reminded that changes to the bid, in the form of addenda are often issued between the issue date and within three (3) days before the due date.

It is the responsibility of the Bidder to monitor for issued addenda. Acknowledge all addenda on the Bid Form.

5.0 EVALUATION AND AWARD

5. A **Bid Prices:** Bidders shall price turn-key installation. **Failure to return completed bid forms properly may result in the Bidder being determined non-responsive. Bidders are reminded to return all applicable forms with “Return This Page” on the page bottom, to be considered responsive.**
5. B **Evaluation and Award:** Award(s) will be made to the lowest responsive and responsible bidder on the basis of the price. Therefore, the Owner shall award to one Contractor. The Owner reserves the right to conduct any test it may deem advisable to make all evaluations. The Owner reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

6.0 CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination of the Contractor and the Owner’s representative(s). Unless otherwise authorized by the Owner, all work, including site access, shall be coordinated and scheduled with the designated Owner representative. The Owner’s representative has the authority to monitor contract performance in accordance with the provisions of the contract. They shall report any problems or deviations observed which may violate the provisions of the contract to the Owner’s representative. The Owner’s representative will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the contract must be authorized by the Owner issued as a written amendment to the Contract.

7.0 CONTRACT PERIOD

The work under this contract must be performed within 75 days of Notice to Proceed.

8.0 PRICING AND PRICE ADJUSTMENTS

The Contractor warrants that the prices stated herein shall remain firm for a period of not less than sixty (60) days from the opening of the bids.

9.0 INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that insurance companies will provide all insurance coverage authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

10.0 METHOD OF ORDERING/ INVOICING/PAYMENT

10. A Ordering: The Contractor shall accept Owner's representative written approval as the approved method of ordering services after Owner and Contractor confirm scope of work, and Contractor dollar amount (may be stated as a "not to exceed" dollar amount). The Contractor shall not perform any work that has not been authorized by the Owner's representative. The Contractor assumes all risks and financial liability for any services rendered without such proper authorization.

10. B Invoicing: Contractor will be paid in accordance with invoice(s) submitted. Contractor shall submit a monthly statement, which shall include the following: the contract number, purchase order number, description of services rendered including date and location of services, amount due per location, and total amount due. Invoices shall be submitted to the Bill to address as specified on the Owner's purchase order.

10. B.1 Monthly Reporting Requirement: Due to the largely unsupervised nature of this contract by the Owner, Contractor shall submit a monthly report with their monthly invoice. Failure to submit this monthly report may result in delay of payment to the Contractor. With the submission of each monthly invoice, the Contractor will submit a monthly report detailing any issues, concerns, or other pertinent information and the responsible Contractor's supervisor who was on site. Payment of invoices is dependent on this report.

10. B.2 Repairing Damages to Property: In the event that Owner's grounds, fences, equipment, or other property is damaged as a result of Contractor, Contractor shall repair such damage to the Owner's satisfaction, at the Contractor's expense. Contractor shall report any damages within forty-eight (48) hours. The Contractor shall repair any damage within thirty days notification by the Owner. Failure to repair damages will result in deduction of payment, based on fair and reasonable quotations for repairs as obtained by the Owner, from subsequent Contractor invoices.

10. C Payment: Owner will make payment within thirty (30) days of receipt of accurate and complete invoice.

11.0 STATE CORPORATION COMMISSION

All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders. Use the form provided to furnish the State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the sealed bid submission may result in rejection of the bid.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS
GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

-
1. **AUTHORITY**-The Director of the Public Works Department or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.
5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour at the County Administration Office.

- a. The official time used in the receipt of proposals is that time in the County Administration Office.
 - b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error,

documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
12. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.

17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/E's project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E

errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:
- The name of the Owner,
 - The Title of the Standard Structure for which the design was developed
 - The name of the A/E, and
 - The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and

specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

“Working Drawing Sets” submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

“Final Documents” are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

“Addendum” to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeree for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

AWARD

27. **AWARD OR REJECTION OF BIDS:** Awards made in response to a IFB will be made to the lowest qualified bidder whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the IFB. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. A. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.

28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at <https://www.bedfordcountytva.gov/boards-commissions/board-of-supervisors/agendas-minutes-resolution>.
29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. Any payment made by the Firm to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason. The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. 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. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Firm agrees as follows:

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

B. The Firm will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.

39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to a written modification of the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or
3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors.

40. **INDEMNIFICATION:** Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm'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 Firm that the Firm 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 Firm 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.

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- A. Termination for Convenience: The Owner may terminate the Contract in whole or in part for convenience by delivering to A/E a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the A/E must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the A/E shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the A/E shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The A/E will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the A/E has or will receive compensation.
- B. Termination for Cause: If the A/E should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the A/E a stated period of time within which to remedy its breach of contract. If the A/E shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the A/E shall be responsible for all damages incurred by the Owner as a result of the A/E's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement A/E to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. Delivery of Materials: Any termination shall not relieve the A/E of the obligation to deliver to the Owner all products of the services for which the A/E has been or will be compensated, including, but not limited to; the original drawings and specifications, copies of CADD diskettes or tapes, calculations, and analyses. Unless otherwise agreed to in writing, the A/E shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. Compensation Due the A/E: When the A/E is terminated for convenience, the following method shall be utilized in computing amounts due the A/E for services prior to termination:
 - If terminated at the completion of a design phase or the bidding phase, the amount due shall be the cumulative total of the fees for the phases completed according to the Contract.
 - If terminated prior to completion of a design phase or the bidding phase, the amount due shall be the sum of the previously completed phase fees plus a negotiated amount based on the portion of services provided for the phase not completed.
 - If terminated during the construction phase, the total amount earned shall be the sum of the previously completed design phase and bidding phase fees plus a negotiated amount based on the portion of the construction period services provided through the notice of termination.
 - Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
 - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The A/E shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm

- must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
44. **AUDIT:** The A/E, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
45. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
46. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

OFFEROR/FIRM REMEDIES

47. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
48. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the Firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

SPECIAL TERMS AND CONDITIONS

S1. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

S2. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

S3. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

S4. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the Owner reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the Owner whenever such low bid exceeds the Owner's available funds. For

the purpose of determining when such negotiations may take place, the term “available funds” shall mean those funds, which were budgeted by the Owner for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Owner shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Owner wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the Owner and the lowest responsive, responsible bidder.

CONTRACTOR DATA SHEET

1. **QUALIFICATIONS OF BIDDER:** Bidder has the capability in all respects to satisfy the contractual requirements as specified?
YES _____ NO _____

2. **YEARS IN BUSINESS:** Indicate the length of time Bidder has been in business providing this type of service: _____ Years

Business Name, if different in previous years: _____

3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which Bidder has provided this type of work of the size and scope specified (not including Bedford County).

Client Name	Address	Contract Began	Contact Person	Phone/Email

Check Applicable Box:

Corporation ☐ Partnership ☐ Individual ☐ Joint Venture ☐ Other ☐

RETURN THIS PAGE

**BEDFORD COUNTY
INVITATION FOR BID (IFB)
ELBA PARKING LOT PAVING
BID FORM**

Page 1 of 2

BID NUMBER, OPENING DATE AND FIRM NAME SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

FULL FIRM NAME

PHONE # (INCLUDING AREA CODE)

ADDRESS

FAX # (INCLUDING AREA CODE)

CITY, STATE, ZIP

FEDERAL IDENTIFICATION NUMBER

PRINT NAME OF CONTACT PERSON FOR THIS BID

E-MAIL ADDRESS

Bidder agrees to furnish all services called for in the Solicitation Documents, with all Addenda thereto at the firm fixed prices specified on this four-page Bid Form.

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price or of that of any other bidder, or to secure any advantage against Bedford County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation for Bid and hereby submits this bid pursuant to such instructions and specifications.

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE

Receipt of the following Addenda are acknowledged: Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

RETURN THIS PAGE

BID FORM
Page 2 of 2

Scope	Bid Amount
<u>Elba Parking Lot Paving:</u> per section 2 Scope of Work	\$

Anticipated Time to Completion from Notice to Proceed: _____

The bidder understands that time is of the essence and will provide sufficient manpower and planning to complete the project in timely manner.

***RETURN THIS PAGE**

**BEDFORD COUNTY
INSURANCE CHECKLIST
Elba Parking Lot Paving**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>X</u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
—	9. Auto and General Liability Policies shall be endorsed to name Bedford County as additional insured (This coverage is primary to all other coverage The County may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Bedford County in accordance with the timelines and stipulations in Code of Virginia Section 38.2- 231.	
<u>X</u>	11. The Certificate must state Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

RETURN THIS PAGE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

If this quote for goods or services is accepted by Bedford County, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

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

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

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

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

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

Legal Name of Offeror/Bidder

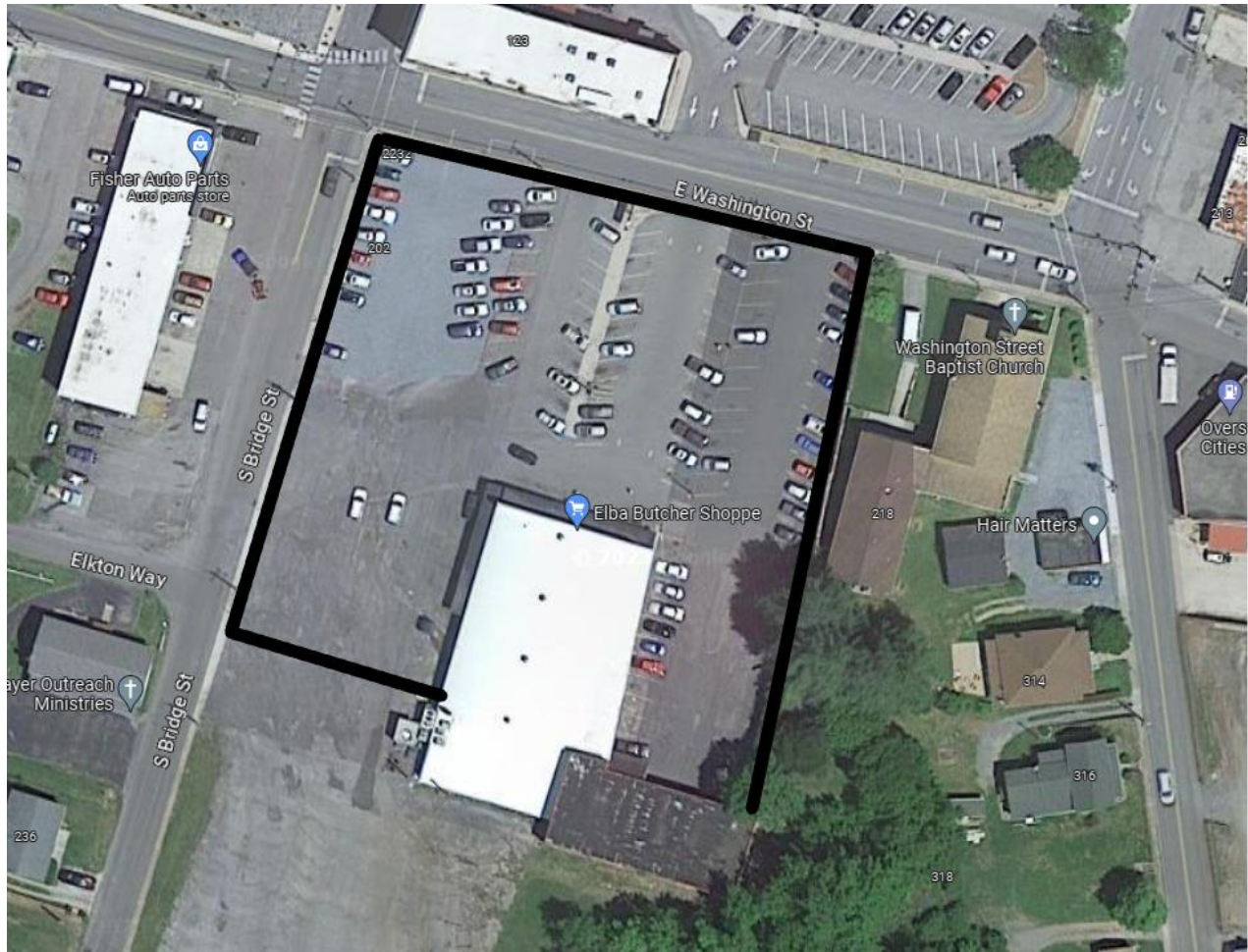
Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE

Elba Parking Lot – Areas to be Re-paved



Dec 20, 2021 - 10:37 am \\DATA01\Projects\2021\20212192\Engineering\CAD\SITE.dwg

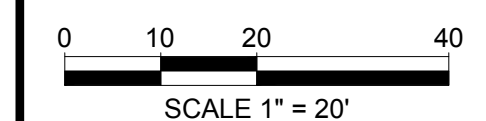


HURT & PROFFITT
INSPIRED / RESPONSIVE / TRUSTED

434.847.7796
2524 LANGHORNE ROAD
LYNCHBURG, VA. 24501
HANDP.COM

ENGINEERING • SURVEYING • LAND DEVELOPMENT • ENVIRONMENTAL
GEOTECHNICAL • CONSTRUCTION TESTING & INSPECTION • CULTURAL RESOURCES

REVIEW SET



HURT & PROFFITT

<i>SHEET NO.</i> <i>1 of 2</i>	<i>REV.</i>
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**BEDFORD COUNTY EDA
ACTION ITEM MEMO**

ITEM # 12A: Source4 Request for water infrastructure funds

DATE: May 4, 2023

BACKGROUND INFORMATION:

Source4 is asking the EDA for \$20,000 to offset the costs of the BRWA expenses for their recent expansion project.

In April 2022, the EDA provided a \$10,000 incentive for Source4's warehouse expansion. They have completed their \$4.5M expansion and to date have hired 18 of the 30 people promised as part of the agreement. See attached documentation related to expansion expenses.

BRWA-related expenses:

- \$80K new vault with new meters (new meters were the same as the old meters)
- \$24K BRWA charge for 8-inch meter that had to replace the old meter due to a new vault requirement.
- \$16k per year in additional base charges.

The base fees were \$90/month prior to this project and now are nearly \$1,500/month.

The company is asking for additional financial support for the infrastructure upgrades as required by BRWA. BRWA will provide a match up to \$30,000.

The EDA has \$30,974.26 in its water tower revenue sharing fund that can be used for water and sewer infrastructure projects.

POSSIBLE EDA ACTION FOR CONSIDERATION:

Grant Source4 \$20,000 from the water tower fund for infrastructure improvements.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

Mr. Todd Winterfeldt
110 Vista Centre Drive
Forest, VA 24551

PROJECT:

Source4 Warehouse Addit

APPLICATION NO: 14

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

Glass & Associates, Inc.

1601 Wyrthe Road

Lynchburg, VA 24501

PERIOD TO: 09/28/22

PROJECT NOS:

CONTRACT FOR:

Source 4 Warehouse Addition

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 4,386,617.00
2. Net change by Change Orders \$ 314,040.22
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,700,657.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,700,656.22
5. RETAINAGE:

a. % of Completed Work

(Column D + E on G703)

b. % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	ADDITIONS	DEDUCTIONS
	\$403,377.62	(\$140,997.50)
Total approved this Month	\$61,660.10	(\$10,000.00)
TOTALS	\$465,037.72	(\$150,997.50)
NET CHANGES by Change Order	\$314,040.22	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

244716

244716

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
APPLICATION DATE: 9/28/2022
PERIOD TO: 9/28/2022
ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$180,168.00	\$180,168.00				\$180,168.00	100%		
2	Design Architectural / Structural	\$80,594.00	\$80,594.00				\$80,594.00	100%		
3	Geotechnical work	\$10,380.00	\$10,380.00				\$10,380.00	100%		
4	Topographical survey	\$9,775.00	\$9,775.00				\$9,775.00	100%		
5	Civil Conceptual Plans	\$3,500.00	\$3,500.00				\$3,500.00	100%		
6	Conceptual Architectural Plans	\$2,200.00	\$2,200.00				\$2,200.00	100%		
7	Civil Engineering Construction Docs	\$27,500.00	\$27,500.00				\$27,500.00	100%		
8	Bedford Co Review Fee allowance	\$1,500.00	\$1,500.00				\$1,500.00	100%		
9	General/Stormwater Management									
10	VSMF permit fees	\$3,150.00	\$3,150.00				\$3,150.00	100%		
11	Stitework	\$636,130.00	\$592,621.88	\$43,508.12			\$636,130.00	100%		
12	Storm water credits (allowance)	\$40,000.00	\$40,000.00				\$40,000.00	100%		
13	BRWA Vault (Allowance)	\$65,357.00	\$65,357.00				\$65,357.00	100%		
14	Concrete	\$945,688.30	\$945,688.30				\$945,688.30	100%		
15	Masonry	\$34,425.60	\$34,425.60				\$34,425.60	100%		
16	Misc. Steel	\$8,134.50	\$8,134.50				\$8,134.50	100%		
17	Overhead Doors	\$8,111.40	\$8,111.40				\$8,111.40	100%		
18	Connectors	\$142,892.20	\$142,892.20				\$142,892.20	100%		
19	Loading Dock Equipment	\$8,437.00	\$8,437.00				\$8,437.00	100%		
20	PEMB	\$1,417,718.50	\$1,417,718.50				\$1,417,718.50	100%		
21	Sprinkler	\$220,000.00	\$220,000.00				\$220,000.00	100%		
22	Plumbing	\$11,000.00	\$11,000.00				\$11,000.00	100%		
23	HVAC	\$217,681.20	\$217,681.20				\$217,681.20	100%		
24	Electrical	\$276,235.30	\$276,235.30				\$276,235.30	100%		
25	Sprinkler monitor system	\$33,000.00	\$33,000.00				\$33,000.00	100%		
26	Site Plan Fee	\$339.00	\$339.00				\$339.00	100%		
27	LDP/SWM	\$2,700.00	\$2,700.00				\$2,700.00	100%		
28	Change Order #1									
29	BRW Design Requirements	\$15,343.50	\$15,343.50				\$15,343.50	100%		
30	Storm water credits	(\$14,747.50)	(\$14,748.50)				(\$14,748.50)	100%		
31	BRWA Water requirements	\$125,582.60	\$125,582.60				\$125,582.60	100%		
32	Bathrooms not required	(\$21,000.00)	(\$21,000.00)				(\$21,000.00)	100%		
33	(2) pit levelers in lieu of dock levelers	\$16,592.00	\$16,592.00				\$16,592.00	100%		
34	New Fiberoptic line	\$9,774.00	\$9,774.00				\$9,774.00	100%		
35	Change Order #2									
36	PEMB Increase	\$146,485.52	\$146,485.52				\$146,485.52	100%		
	Slab FF50/FL35 in lieu of FMIN60	(\$105,250.00)	(\$105,250.00)				(\$105,250.00)	100%		

Page 2 of 2 Page(s)

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
c37	Change Order #3								
c38	Rock Removal	\$89,600.00	\$89,600.00			\$89,600.00	100%		
c39	Change Order #4								
c40	Add'l backflow device installed	\$7,955.20		\$7,955.20		\$7,955.20	100%		
c41	Subgrade for paving existing area	\$30,743.90		\$30,743.90		\$30,743.90	100%		
c42	Subgrade for paving new area	\$19,147.70		\$19,147.70		\$19,147.70	100%		
c43	(2) add'l bolt down bollards	\$400.00		\$400.00		\$400.00	100%		
c44	Bldg official req duct detectors to be tied into fire alarm system	\$3,413.30		\$3,413.30		\$3,413.30	100%		
c45	Change Order #5								
c46	Credit for Steel painting provided by Sherwin Williams	(\$10,000.00)		(\$10,000.00)		(\$10,000.00)	100%		
	GRAND TOTALS	\$ 4,700,657.22	\$ 4,605,488.00	\$ 95,168.22		\$ 4,700,656.22	100.00%		

TOTAL PAID

PARTIAL LIEN WAIVER

STATE OF Virginia
COUNTY/CITY OF Lynchburg)ss

Original Contract Amount: \$ 4,386,617.00
Approved Change Order: \$ 314,040.00
Adjusted Contract Amount: \$ 4,700,657.00
Completed to Date: \$ 4,700,657.00
Retention: \$ 0
Total Earned (Completed Less Retention) \$ 4,700,657.00
Previous Payments: \$ 4,496,945.69
Current Payment: \$ 203,711.53
Contract Balance: \$ 0

TO: [Insert appropriate insurance company] (Title Insurer)
Pinnacle Financial (Lender)
Dan Siadk Real Estate (Owner)
GA (Contractor)

The UNDERSIGNED being duly sworn states that he is the Project Manager (title) of Glass Associates, Inc. (firm) who has a contract with Dan Siadk for furnishing improvements being erected on real estate known and identified as located in Bedford County, Commonwealth of Virginia, and owned by .

The UNDERSIGNED, for and in consideration of the sum of #14 (\$ 203,711.53) in payment of invoice or application dated , and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims or right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished prior to , 20, except retention as stated above.

The UNDERSIGNED, respectfully warrants that the contract status set forth above is an accurate statement, and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him have been paid all sums previously due and will be paid all current sums due out of this payment and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned.

Signed this 29 day of September, 2022.

Glass Associates, Inc.
Contractor/Supplier/Sub-Contractor

By: Bobby Crompton
Name and Title:

A. Signed and sworn to before me this 29 day of September, 2022.

My Commission Expires: 12/31/26

Shirley Ad
Notary Public

OR

B. Witnessed this day of , 20, by

Yankee Supply Co., Inc.2140 Hartford Ave,
Johnston, RI 02919

Office: (401) 934-1980 / (800) 232-7225

Fax: (401) 934-1960

<http://www.yankeesupply.com>

Used & New Material Handling & Storage Equipment

Invoice

Date	Invoice #
3/23/2022	31194

Bill To
SOURCE 4 3473 BRANDON AVE ROANOKE, VA 24018

Ship To

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	FOB
30806	020922JS	NET 10	4/2/2022	SC	2/11/2022		
Item	Description	Ordered	Prev. Invoi...	Backordered	Invoiced	Rate	Amount
SALES OR...	USED TEARDROP UPRIGHT 30' X 42"	500	0	0	500	250.00	125,000.00T
SALES OR...	USED TEARDROP BEAM 96" X 4.5"	5,500	0	0	5,500	34.00	187,000.00T
FREIGHT-T...	FLATBED LOADS	9	0		9	1,850.00	16,650.00T
SALES OR...	ROW SPACERS	800	0	0	800	3.00	2,400.00T
					Subtotal \$331,050.00		
					Sales Tax (0.0%) \$0.00		
					Total \$331,050.00		
					Payments/Credits \$0.00		
					Balance Due \$331,050.00		

Yankee Supply Co., Inc.2140 Hartford Ave,
Johnston, RI 02919

Office: (401) 934-1980 / (800) 232-7225

Fax: (401) 934-1960

<http://www.yankeesupply.com>

Used & New Material Handling & Storage Equipment

Invoice

Date	Invoice #
8/17/2022	31722

Bill To
Dominion Logistics Inc. DBA SOURCE 4 3473 BRANDON AVE ROANOKE, VA 24018

Ship To
SOURCE 4 110 VISTA CENTER DR FOREST VA 24551

S.O. No.	P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	FOB	
30806	020922JS	NET 10	8/27/2022	SC	2/11/2022			
Item	Description	Ordered	Prev. Invoi...	Backordered	Invoiced	Rate	Amount	
INSTALL-S...	INSTALLATION SERVICE FOR CUSTOMER ORDER	1	0		1	22,750.00	22,750.00T	
INSTALL-S...	EQUIPMENT RENTAL	1	0		1	7,500.00	7,500.00T	
SALES OR...	TRUCKS TO MOVE RACKING FROM EMPORIA TO FOREST			0	9	1,025.00	9,225.00T	
					Subtotal			\$39,475.00
					Sales Tax (0.0%)			\$0.00
					Total			\$39,475.00
					Payments/Credits			\$0.00
					Balance Due			\$39,475.00

RAYMOND
WERRES CORPORATION

INVOICE

Invoice ID: **4609**
Invoice Date: 08-05-2022
PO#: PO2022-0057
Customer ID: DOM-361

807 E. SOUTH ST
FREDERICK, MD 21701
www.werres.com
ph:(301)620-4000
fx:(301)662-1009

Project: 60-22-3784

Due Date: 09-04-2022

To:

DOMINION SOLUTIONS DBA SOURCE
3473 BRANDON AVENUE
ROANOKE, VA 24018

Job Location:

SOURCE 4 COMMUNICATIONS WIRE

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>U.of Meas.</u>	<u>Unit Prc</u>	<u>Amount</u>
1	WIRE GUIDANCE SYSTEM	1.00	EA	24073.00	24,073.00

Please remit to:
WERRES CORPORATION
807 E SOUTH ST
FREDERICK, MD 21701

Amount Billed	\$24,073.00
VA Total Tax	1,275.87
Amount Due	\$25,348.87

Lynchburg Fabrication Inc of Virginia
PO BOX 10306
Lynchburg, VA 24506

Area / Son 7
OK to PAY
B 6-1-22


Invoice

Date	Invoice #
5/25/2022	11603

Bill To
SOURCE 4 3473 Brandon Ave Roanoke, VA 24018

Ship To
110 Vista Centre Dr Forest, VA 24551

P.O. Number	Packing Slip #	Ship	Terms
Verbal-Jon Irvan...	11603	5/25/2022	Net 30

Qty	Item	Description	Rate	Amount
4	FABRICATION	S4- PERSONNEL LIFT PLATFORM FAB COMPLETE- FINISH WILL BE RAW 	1,850.00	7,400.00
<div>All customers with outstanding invoices past due for more than 10 (ten) days will be put on credit hold status and remain so until the past due balance has been paid in full. A finance charge of 1.5% per month which is an annual percentage of 18% will be charged on accounts past due over 10 days.</div>			Sales Tax (0.0%)	\$0.00
			Payments/Credits	\$0.00
			Balance Due	\$7,400.00

NOTE: BUYER MUST NOTIFY LYNCHBURG FABRICATION OF ANY DISCREPANCIES WITHIN TEN (10) DAYS OF RECEIPT



1723 Falling Creek Road
Bedford, VA 24523
(540) 586-7679
www.brwa.com

CARPE DIEM REAL ESTA LLC
110 VISTA CENTRE DR
FOREST VA 24551-2775

Account Summary	
Account Number	0010143902
Previous Balance	(\$1,048.50)
Current Payment Received 08/08/22	\$(570.00)
Current Charges - Services	\$26,218.50
Total Current Charges	\$26,218.50
Amount Due	\$26,218.50
Amount Due After 5:00 p.m 09/25/22	\$28,840.35

Meter#	Prev Read FROM: 07/24/22	Curr Read TO: 08/22/22	Volume	Read Code
1569104724	2	2	0	Actual Reading
1571336800	253	253	0	Actual Reading

Monthly Usage (Gallons)

Aug	0
Jul	0
Jun	25,478
Apr	20,050
Mar	40,100
Feb	51,700
Jan	23,000
Dec	177,800
Nov	39,100
Oct	43,100
Sep	34,900
Aug	22,800

To make a payment online, scan here.



Detail of Service Charges	
Sewer Base	148.50
Water Base	1,470.00
Water Capital Recovery Fee	10,600.00
Sewer Capital Recovery Fee	14,000.00
Total	\$26,218.50

To make a payment, have your account number ready and call 844-943-3984, scan the QR code or visit www.brwa.com and click Pay Your Bill.

Service may be disconnected for non-payment 30 days after Due Date.

Customer Name
Carpe Diem Real Esta LLC
Service Address
110 Vista Centre Dr
Reading Period
FROM: 07/24/22 TO: 08/22/22 (28) days

Billing Date	Account Number
08/31/22	0010143902
Due Date	Amount Due
09/25/22	\$26,218.50
Amount Due After 5:00 PM	\$28,840.35
Amount Enclosed	

00101439020026218508

PAYMENT POLICY: Your utilities payment must be received no later than 5:00p.m. on the DUE DATE indicated on the front of this bill. If payment is not received by the DUE DATE, a penalty in the amount of 10% of the amount billed will be assessed to your account. Service may be DISCONNECTED without further notice.

SERVICE RE-INSTATEMENT POLICY: If service is disconnected for non-payment, the full balance, including any penalties assessed and a reconnection fee, as published in the Bedford Regional Water Authority’s Rate Schedule, must be paid before service is reinstated.

DISPUTED BILL: Should you feel the Bedford Regional Water Authority has made an error in your bill, or if you otherwise dispute your obligation to pay the bill, please contact the Authority within 10 days of the billing date.


Please address all questions concerning your bill to: Bedford Regional Water Authority, 1723 Falling Creek Road, Bedford, Virginia 24523 or email Customer Service at customerservice@brwa.com or call week days between 8:30am to 5:00pm at (540)586-7679.

EMERGENCY AFTER HOURS: Call (540)586-7679 and follow the instructions.

The Bedford Regional Water Authority Board of Directors meets on the 3rd Tuesday of each month at 7:00pm in the Board Room at the 1723 Falling Creek Road office.

Address Correction Request

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Home Telephone Number: _____
Cell Telephone Number: _____
Work Telephone Number: _____
Email Address: _____

Bedford Regional Water Authority
1723 Falling Creek RD
Bedford VA 24523-3137


**BEDFORD COUNTY EDA
CLOSED SESSION ITEM**

ITEM # 12B: Forest Professional Park Covenants

DATE: May 4, 2023

BACKGROUND INFORMATION:

A developer is requesting the EDA consider changing the covenants for the Forest Professional Park in order for him to proceed with a request for rezoning for a proposed development of 42 townhomes. The park currently does not allow for residential use.

From the developer, Chris Gentry:

I wanted to provide you with some additional information pertaining to the request to amend the restrictions in Forest Professional Park with regards to parcel 101-A-6Y to allow for the proposed development of 42 individually owned townhouses on the site. The current zoning of the property would allow for such a use through a Special Use Permit; however, the restrictions of the park do not allow for this use.

The proposed units would be two-story units similar in construction to another townhouse development I was involved in on Timberlake Road in Campbell County, Emberly Way Villas. Emberly Way Villas was a +/- \$16,500,000 project that was completed in 2022 and consisted of 68 units on just under 7 acres. The proposed Vista Centre project would have less density than that with more open space, but the overall project would be approximately \$12,000,000.

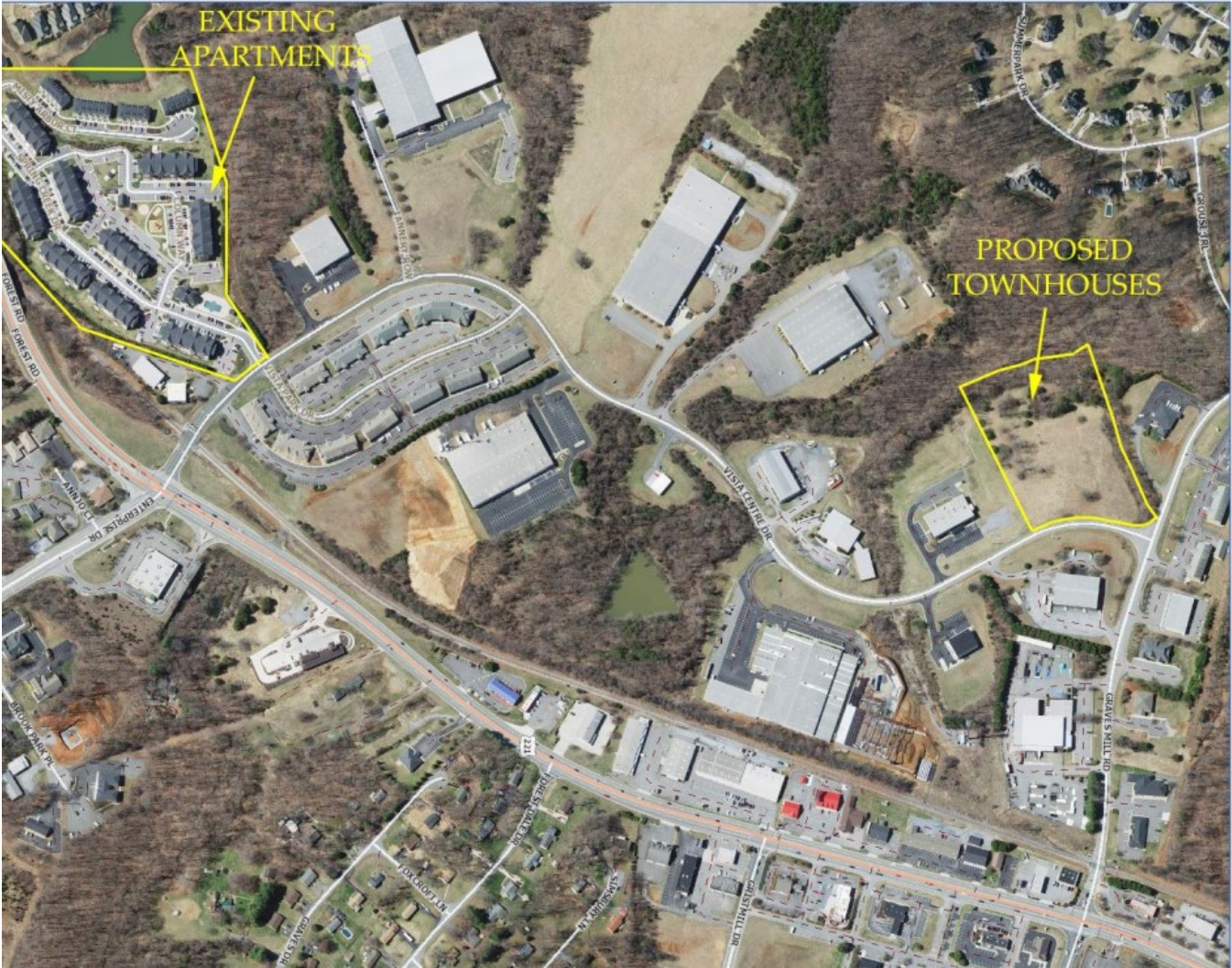
The parcel that the proposed development would be on has been actively marketed for sale for over 20 years now. The topography has made this site challenging to develop for commercial use and the potential for any commercial development is most likely limited to a small building. A townhouse development, however, could make better use of the topography and the resulting development would have a much more beneficial economic impact. This parcel is at the corner of the northern entrance into the park, and residential use on this site would mirror, to some extent, the southern entrance into the park where the existing apartment complex is located.

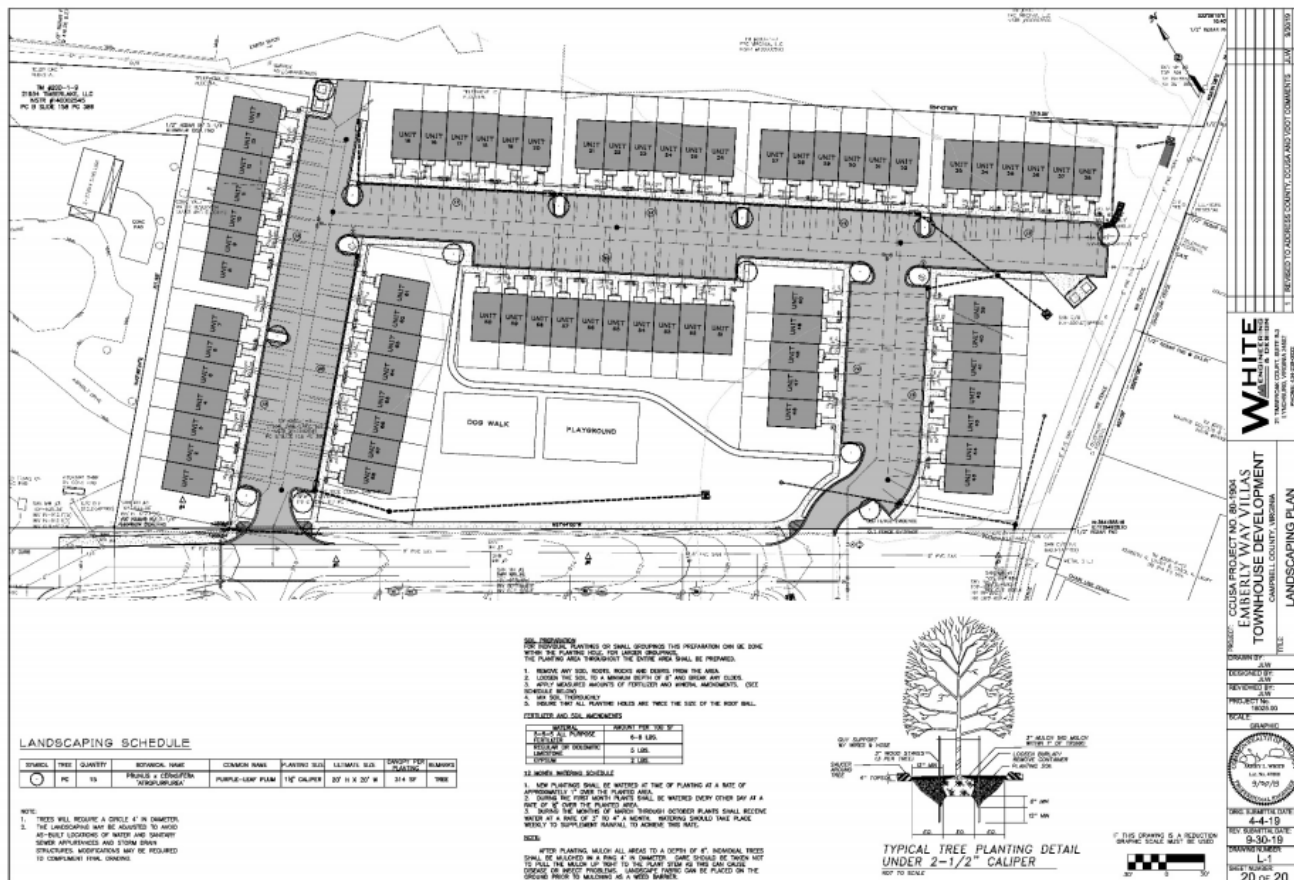
I have attached some photos of the Emberly Way Villas units and the site plan. The proposed development on Vista Centre Drive would be similar in design. Please let me know if there is any additional information, I can provide you with. I look forward to your response. This proposal would ultimately need to be approved by a Special Use Permit, but the first step in this case would be to determine if the EDA is willing to amend the restrictions for this parcel.

POSSIBLE EDA ACTION FOR CONSIDERATION:

Amend the existing covenants to allow for residential use on 101-A-6Y parcel.

An aerial photograph of a suburban area with various buildings and roads. A yellow outline in the upper left corner encloses several multi-story apartment complexes, with the text "EXISTING APARTMENTS" written above it. Another yellow outline in the middle right section highlights a large, mostly undeveloped plot of land, with the text "PROPOSED TOWNHOUSES" written above it. Several streets are labeled, including "FOREST DR", "WILSON DR", "VINEYARD DR", "FOXCROFT LN", "SUNSHINE BLVD", "GRAVE'S HILL RD", and "SANDY CREEK BLVD". The landscape includes trees, parking lots, and other commercial or residential structures.







**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
BEDFORD COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
LAKE VISTA CORPORATE CENTRE**

WHEREAS, the Bedford County Industrial Development Authority, hereinafter referred to as "IDA", is the owner of the Lake Vista Corporate Centre, hereinafter referred to as "Park"; containing, 151.175 Acres as shown on a plat of survey entitled "CNC Properties" tracts dated 5/19/93, revised 6/23/93 and made by Willard T. Sigler; and

WHEREAS, IDA wishes to sell and/or lease parcels of land in the Park for commercial and industrial use,

NOW, THEREFORE, IDA hereby declares and provides that each and every parcel of the Park shall be conveyed subject to the following conditions, covenants, and restrictions which shall be binding upon the grantee, his heirs, successors, or assigns, to insure proper use and appropriate development of each building site and the grounds thereof: to protect the environment and aesthetics in this Park; to ensure all construction is in compliance with Bedford County Building Codes and required IDA approvals; and in general to provide for a high quality of development so that each building site will not adversely affect the health or safety of residents or workers in the area nor be detrimental to the use or development of other properties in the Park, and,

FURTHER, that a copy of this covenant shall be recorded in the Clerk's Office of the County of Bedford, Virginia, and shall be binding upon and running with the land including each and every parcel whether sold or leased and by reference made a part of each and every deed, option, lease or other grant of any interest in and to any parcel thereof as a part of the terms thereof.

I. Definitions of Terms

- A. Building Site shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from IDA to the first fee owner of said plot of land, other than IDA. A Building Site may also be established by IDA by an instrument in writing, executed, acknowledged, and recorded by IDA, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Building Site may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein.
- B. Improvements shall mean and include, but not be limited to, buildings, parking areas, loading areas, walls, hedges, landscaping, mass plantings, poles, signs, and any structures of any type or kind.

- C. Owner shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may, upon written notice to IDA assign all or part of his rights but not his duties hereunder to Owner's tenant.
- D. Property Used in Common shall mean and refer to those areas of the property devoted to the common use and enjoyment of the owners of all Building Sites, including, but not limited to, median strips located in streets, islands in cul-de-sacs, entrance to Park, and water management or drainage areas.

II. Permitted Use/Regulatory Authority

- A. The permitted use of sites located within the Park shall be that of minimal-to - moderate emission industrial facilities and commercial facilities with the exception of "personal service" businesses, as defined by the Standard Industrial Classification (SIC) Code. Such permitted commercial uses shall be allowed provided that the standards of outside storage as defined in Section IV(C) herein, are met. All classifications, whether industrial or commercial are defined by the Bedford County Land Use Guidance System as of 7/1/93.
- B. All construction and/or site improvements shall comply with all local, state, or federal codes, including, but not limited to, building codes and life safety codes.
- C. No use shall be allowed which causes or creates, or is likely to create a hazard or nuisance to adjacent properties, or which would violate the zoning performance standards of Bedford County.

III. Plan Approval

- A. No improvements, construction, signs, outdoor lighting, fences, walls, or public utility structures shall be erected, placed, or altered on any building or site until the building or improvement plans, specifications and plot plan have been submitted, reviewed, and approved by IDA and/or the appropriate Bedford County officials.
- B. Plans must be prepared by a professional engineer, architect or land surveyor who is registered by the Commonwealth of Virginia and is conducting a practice in accordance with Section 54.1-400 et. seq. of the code of Virginia, 1950, as amended.
- C. Three copies of all required site development plans shall be submitted to IDA, which shall have up to fourteen (14) days to review and to notify the applicant of the action taken with respect to these plans, which may include approval, approval subject to conditions, or disapproval. In case of conditional approval, the applicant shall make the necessary changes and submit three copies of the revised site plan for approval.

- D. An approved site development plan shall expire and be null and void unless actual construction is commenced within 12 months from date of approval.
- E. Plan documents shall contain all items required by Bedford County officials at the time of application. The more restrictive of any conflicting federal, state, or local regulations shall govern.

IV. Standards

- A. Site Coverage - buildings, outside storage areas, and parking areas will occupy a maximum of 80% of the site. Balance will be planted in grass or other appropriate landscaping, which shall be approved as part of site plan.
- B. Signage - total signage per parcel shall not exceed 400 sq. ft., which shall include no more than 200 sq. ft. of building applied signage and 200 sq. ft. free standing signage, with the further stipulation that free standing signage shall not exceed a height of 15'. No blinking, flashing, or moving signage shall be allowed; however, indirect or back lighting may be allowed to provide indirect lighting. Allowed on signage shall be name of firm and/or logo, product identification, and specific parking or other information.

Excluded from this signage requirement shall be directional traffic signs, parking signs, and signs indicating "for sale" or "for lease".

- C. Outside Storage- industrial facilities shall be required to locate any outside storage in the side or rear setback area of the site. Permitted commercial facilities shall be required to locate all outside storage in the rear setback area of the site and shall limit total outside storage to a maximum of 50% of the total square footage of the primary building.

All such outside storage shall be secured by a chainlink fence 6' in height and screened with evergreen trees or shrubs, 4-6' in height, planted appropriately spaced so as to create a screen around the exterior of the fenced area within 10' of the fence or by an opaque ornamental fence 6' in height.

- D. Landscaping-appropriate landscaping must be included in any site plan and should include seeding of all yard areas, and the planting of trees and/or shrubs. All planting must be in place prior to the issuance of a Certificate of Occupancy by the Bedford County Building Department.
- E. Buffer- a 100' wide buffer zone is hereby established between the common boundary line of the Park and property of Lake Vista Real Estate Corporation, as shown on the aforesaid Plat of Survey. The entire area within the buffer zone is to remain and be maintained by Owner as nearly as reasonably practicable in its current natural vegetative state.

- F. Screening-a row of evergreen trees, shrubs, or other vegetation approved in writing by the IDA, 4-6' in height and set a maximum of 10' apart, shall be planted along the side and rear property lines or the interior line of the 100' wide buffer zone as set forth in sub-paragraph "E", of each building site.

The IDA may require greater screening requirements, or may modify or amend the herein stated standards where natural vegetative conditions already exist, so long as sufficient buffer exists between the Park and the adjacent proposed residential development.

- G. Setback- all buildings, outside storage areas and parking areas shall have a 50' setback from all property lines and from the 100' wide buffer zone as set forth in sub-paragraph "E".
- H. Lighting-all exterior lighting shall be of a non-glare type, designed, located and arranged so as not to direct glare on adjoining properties or streets.
- I. Building Height-maximum height of any structure shall be 80', excluding cooling towers, elevator bulk heads, flag poles, roof mounted mechanical appurtenances, and other similar structures.
- J. Parking-no parking of trucks or equipment shall be allowed in the front setback area of any building. Where possible, off-street parking shall be provided for office personnel, visitors, and handicapped in the side setback area with other employee parking located to the rear of the building. No loading or unloading shall be permitted on any public road right-of-way. General parking restrictions shall comply with Section 916, Bedford County Land Use Guidance System, as of 7/1/93.
- K. Maintenance-all sites shall maintain a neat and clean appearance at all times; grass and shrubs must be cut and trimmed as appropriate and any dead vegetation removed and replaced in a timely manner; no trash or other unsightly materials may be visible; and any storm drainage must be addressed according to standards of Bedford County's Erosion and Sediment Control regulations.

During construction it shall be the responsibility of each landowner/lessee to ensure that public streets and sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, and the like are kept in a neat and orderly manner.

Failure to comply with the above may result in IDA taking measures necessary to remedy the situation and submitting owner/lessee with a bill for services.

- L. Sale or Lease Arrangements-any sale or lease of the property shall be in accordance with requirements of the Code of Virginia, 1950, as amended.

1. Re-subdivision of property shall be prohibited.
2. If construction has not commenced within 1 year from the date of purchase, IDA shall have the unqualified right, but not the obligation, at its own discretion to repurchase the property at the original sale price. IDA shall retain the right for an additional 12 months to repurchase the property at the original price at anytime upon 15 days notice by registered letter.
3. If IDA has not claimed the repurchase option and construction has not commenced within 2 years of original purchase, grantee shall have the right to sell or transfer the land to a third party; subject to all covenants, conditions, and restrictions set forth herein.
4. "Commence construction" shall mean that the planned improvement is under contract for construction by a duly licensed contractor which contract shall have a fixed completion date, commensurate with the type and size of project and a commencement of work date of not more than six months from the date of said contract, and shall be secured by a payment and performance bond satisfactory to IDA which shall include IDA as a named obligee.

M. Infrastructure- all streets shall be publicly maintained, all secondary telephone and electrical service lines shall be underground between the primary lines and the structures or buildings erected on any site developed, and all sites shall be served by public water and sewer.

V. Duration These Restrictive Covenants are made covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds of the area of the lots or sites within Park, exclusive of public rights-of-ways, has been recorded agreeing to change said covenants in whole or in part.

VI. Applicability

1. The right is hereby expressly reserved by IDA to waive, modify, alter or amend all or any part of these covenants, conditions and restrictions from time to time as circumstances justify.
2. The enforcement of the restrictions and covenants contained within this Resolution shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or

restriction, either to restrain violation or to recover damages. Such proceedings may be commenced by any owner or owners of lots in said park or by IDA.

3. Invalidation of any one of these restrictions contained within these covenants, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

Witness the following signature and seal this the 16th day of July, 1993.

INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY
OF BEDFORD, VIRGINIA



By William A. Thomasson, Chairman

COMMONWEALTH OF VIRGINIA)
) TO-WIT:
COUNTY OF BEDFORD)

The foregoing instrument was acknowledged before me this the ^{19th} 16th day of July, 1993, by William A. Thomasson as Chairman and on behalf of the Industrial Development Authority of the County of Bedford, Virginia.

My commission expires: My Commission Expires June 30, 1997



Notary Public