



April 20, 2012

TO: SMITHFIELD TOWN COUNCIL

**FROM: PETER M. STEPHENSON, AICP, ICMA-CM
TOWN MANAGER**

**SUBJECT: APRIL 2012 COMMITTEE MEETINGS WILL BE HELD AT THE SMITHFIELD CENTER
LOCATED AT 220 NORTH CHURCH STREET, SMITHFIELD, VA**

MONDAY, APRIL 23RD, 2012

4:00 P.M. Police Members: Tynes (CH), Chapman, Gregory

- TAB # 1** 1. Operational Updates
- TAB # 2** 2. Follow-up on Street Light Request by Resident at 202 Jefferson Avenue
- TAB # 3** 3. Follow-up on Street Light Request along Battery Park Road from Villas of
Smithfield to Royal Farms
- 4. Review of Emergency Communications Center MOU

Immediately following the conclusion of the above meeting:

Water and Sewer Members: Gregory (CH), Williams, Graham

- TAB # 4** 1. Flow Monitoring Upgrades/Network Expansion Proposal by REW Corporation –
Budgeted SSO Consent Order Work Item

Immediately following the conclusion of the above meeting:

Finance Members: Graham (CH), Gregory, Cook

- TAB # 5** 1. February Financial Statement (forthcoming)
- 2. March Cash Balances (forthcoming)
- 3. Invoices Over \$10,000 Requiring Council Payment Authorization:
 - a. Draper Aden Associates \$ 45,530.60
 - b. Excel Paving Corporation \$292,884.44
 - c. Clark Nexsen \$ 8,953.52
- 4. Presentation by Chamber of Commerce for Contribution Request
- 5. Set Date for Next Budget Worksession

TUESDAY, APRIL 24TH, 2012

4:00 p.m.

Fire and Rescue

Members: Williams (CH), Tynes, Chapman

1. Operational Updates

Immediately following the conclusion of the above meeting:

Public Works

Members: Chapman (CH), Cook, Tynes

1. South Church Street Update with Richard Hoeflaak of Excel Paving
2. Update on the "Grand Re-Opening" of South Church Street Plans for June 29th
3. RFP Authorization for Vehicle Maintenance Services

Immediately following the conclusion of the above meeting:

Public Buildings & Welfare

Members: Cook (CH), Williams, Graham

Tab # 6

1. Pinewood Heights – Phase II – Update by Brian Reagan of Community Planning Partners
 - a. Project Budget
 - b. Budget Justification
 - c. Budget MY1
 - d. Property Prioritization
 - e. Contract Execution with Virginia Department of Housing & Community Development
2. Smithfield Center 2013 Meeting Date Request

***** Additional Item Not Listed on Committee but will be on Council's May 1st Agenda*****

- Approval of April 3rd Town Council Minutes
 - Proclamation – National Safe Boating Week
-

Memorandum

To: Chief Steven Bowman
CC: Lt. Colonel Alonzo Howell
From: Lt. Matthew Rogers
Date: 4/5/2012
Re: Lighting Survey (Jefferson Drive)

On April 2, 2012, a lighting survey was conducted in the area of 202 Jefferson Drive in response to a citizen request for additional street lighting. From this survey the following was noted:

- There is an existing street light directly across the street from 202 Jefferson Drive.
- The street light provides approximately 40 feet surface area lighting.
- The residence has installed three exterior lighting sources with one (1) that is **NOT** properly functioning.

The pictures attached will indicate that the front of the residence is significantly covered by large trees obstructing the residence. Therefore, please consult the following recommendations:

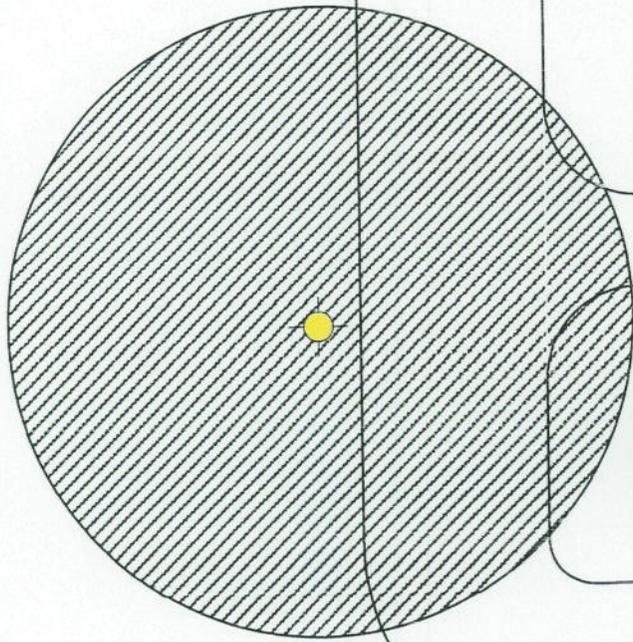
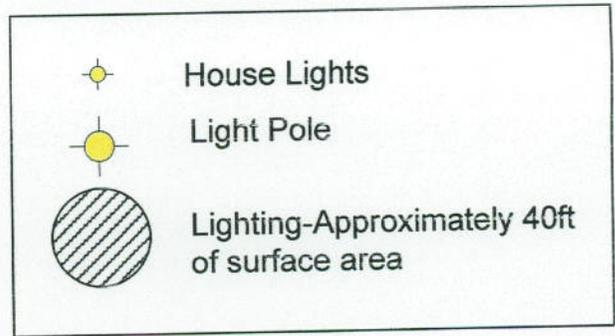
- Recommend the resident to remove or reduce the amount of trees in front of the residence.
- Recommend the resident utilize the pole lamp in the front yard.
- There appears to be **NO** need for additional street lighting in the area of 202 Jefferson Drive.

If there are any questions please feel free to contact me.

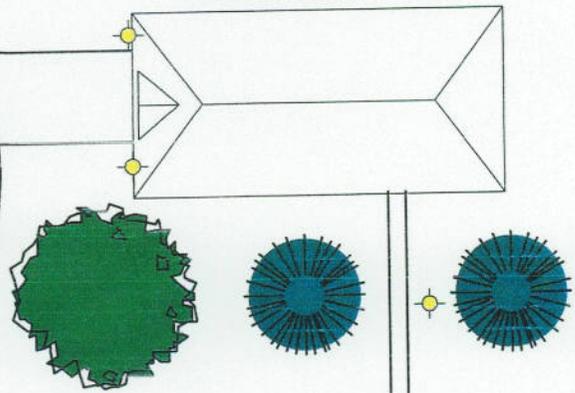
Respectfully,

Lt. Matthew Rogers

Jefferson Drive



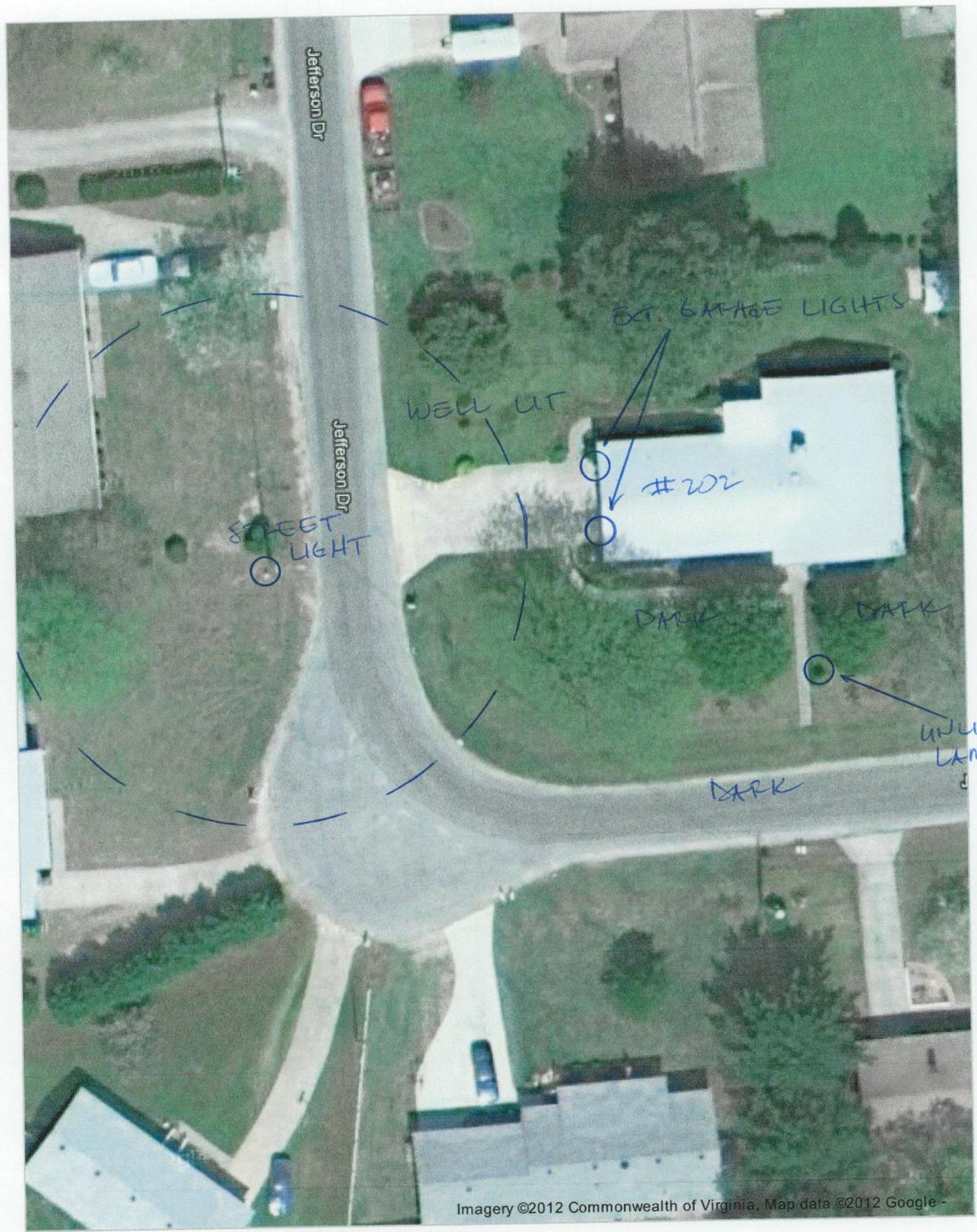
202 Jefferson Drive



Jefferson Drive

Google Maps does not have permission to use

To see all the details that are visible on the screen, use the "Print" link next to the map.





Address 203 Jefferson Drive

Address is approximate

Trees and shrubbery have been trimmed as of 4/2/12.



© 2012 Google

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LAMP

Memorandum

To: Chief Steven Bowman
CC: Lt. Colonel Alonzo Howell
From: Lt. Matthew Rogers
Date: 3/26/2012
Re: Lighting Survey (Battery Park Road)

On 3/12/12, a lighting survey was conducted in the area of the 200 block of Battery Park Road of an existing sidewalk. From this survey the following was noted:

- There are **NO** existing light fixtures in the area of the sidewalk.
- The local businesses to include Royal Farms **DO NOT** provide ample lighting for any area of the sidewalk.
- The existing street lighting on the opposite side of the street provide **NO** lighting for the sidewalk.
- The only power source available in the area is the Villas, Royal Farms and the businesses on the opposite side of the street. There is **NO** power source in the area of the sidewalk.

The pictures attached will indicate the insufficient lighting of the sidewalk area. Therefore, please consult the following recommendations:

- Implement standard street lighting for the 200 block of Battery Park Road, ranging from S. Church Street to Wellington Estates. This will provide additional lighting of the businesses on Battery Park.
- Implement standard street lighting for the sidewalk spanning from the Villas of Smithfield to Royal Farms.

The diagram presented will show the coverage provided by the existing street lighting on the opposite side of the street. It will also indicate the non-existent lighting in the area of the sidewalk. If you have any questions please feel free to contact me.

Respectfully,

Lt. Matthew Rogers

Kendallhaven

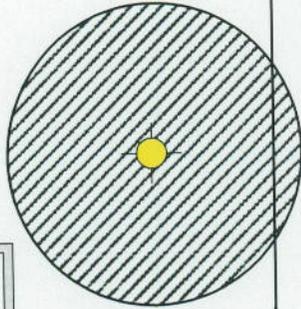
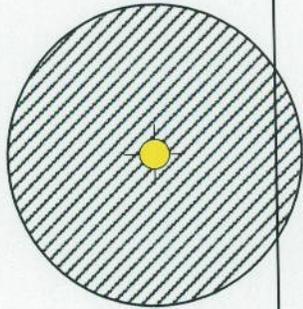
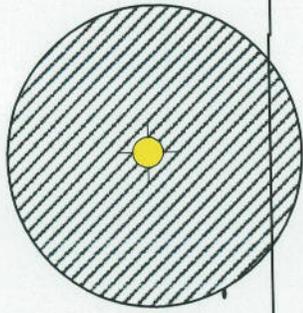
Villa Drive

Import Car Service

Battery Park Grille

John Rolfe Drive

Farmers Bank
1119 S. Church Street



Battery Park Road

Sidewalk

Light Pole

Lighting –
Approximately 30ft of
surface area

Royal Farms
1201 S. Church Street

VIEW EASTWARD FROM BATTERY PARK
TOWER WITH CLASH



WITH CLASH

VIEW WITH MONITOR AT VILLA DR.

WITHOUT CRASH





Address **Battery Park Road / Kendall Haven / State Route 704 / Villa Drive**

Address is approximate



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**DRAFT REVISIONS
FEB. 2012**

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

ISLE OF WIGHT COUNTY

AND

the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR

THIS AGREEMENT, revised this ____ day of _____, 2011, by and between the COUNTY OF ISLE OF WIGHT ("County"), the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR.

WITNESSETH:

1. BACKGROUND:

The County and the Towns of Smithfield and Windsor have studied the benefits, problems, and costs associated with the establishment of a centralized emergency communications center to serve area law enforcement, fire, rescue, and emergency services under a consolidated Emergency Communications Department. Under the terms of this agreement the County, the Town of Smithfield, the Town of Windsor, and the Sheriff's Office wish to set forth the terms upon which such an Emergency Communications Center will be established. In consideration of the mutual benefits and obligations contained herein, the aforementioned parties therefore do agree to the following terms:

2. EMERGENCY COMMUNICATIONS CENTER ESTABLISHED:

The County, the Town of Smithfield, and the Town of Windsor will establish an Emergency Communications Center in the dispatch center of the Sheriff's Office located at the Isle of Wight County Courthouse Complex. The Center will become effective on July 1, 2002, and become operational later in the calendar year, to perform dispatching functions for County and Town law enforcement, and fire and rescue personnel.

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The Emergency Communications Center shall be governed by a Board of Directors composed of the following members: the County Administrator, the Smithfield Town Manager, the Windsor Town Manager, the Sheriff, the Smithfield Police Chief, the Windsor Police Chief, the ~~Director of Emergency Management~~ **Chief of Emergency Services**, and an appointed member of the Volunteer Fire and Rescue Association. The members of the Board of Directors shall incur no individual or personal liability for actions taken in good faith by them as members of the Board. The Board of Directors shall elect from among its members a Chairman and a Vice-Chairman who shall serve for one-year terms with eligibility for re-election.

The Board of Directors shall operate the Center in accordance with the Bylaws adopted by the County and the Towns and shall establish operating procedures and policies for the Center. The Board shall submit annually to the County and the Towns an operating budget and report of activities. The operating budget shall be submitted to the governing bodies of the Towns no later than **March 31 of each year**. The Board shall annually review the cost allocation schedule for the Center and make pertinent recommendations for changes to the governing bodies.

The Board of Directors shall select a Communications Manager who shall be responsible for overall Management of the Emergency Communications Center. Qualified employees of any of the parties hereto shall be given preferred consideration for employment in categories with rate of pay and benefits equivalent to their present categories rate of pay and benefits. The determination of employment of such employees shall be made by the Communications Manager. Wages for employees accepting employment shall be determined by the Board of Directors and the fringe benefits for such employees shall be the same as those enjoyed by new employees of the Communications Center. Persons employed by the Center shall be considered County employees; however, the County hereby delegates to the Board of Directors the power to hire, discipline and remove the Center ~~Director~~ **Manager** (within the limits of the County's established personnel policies), to establish his/her duties, and to recommend his/her compensation. The employees shall be eligible to receive all rights and benefits of County employees.

By this MOU, the Sheriff hereby delegates authority to the County to provide dispatching services for the Sheriff's Office. The Sheriff also

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agrees to assign five Sheriff's Office employees classified by the Compensation Board as COMOPS/COMOP SUPV to the Emergency Communications Center. The Sheriff authorizes the Communications Manager to manage the day to day activities of those persons (within the limits of the County's established personnel policies) classified by the Compensation Board; however, the Sheriff shall retain the authority to hire, evaluate, and terminate said appointees and these appointees shall remain employees of the Sheriff. The Sheriff agrees that he will process the appropriate paperwork for the Compensation Board, as necessary to receive funding for the positions reimbursed by them.

If funding of the five (5) State Compensation Board positions is eliminated the Board of Supervisors may continue those positions as recommended by the Board of Directors of the Emergency Communications Center with funding from the 911 tax revenues.

3. ALLOCATION OF COSTS:

~~Under the Authority of Section 58.1-3813 of the Code of Virginia, the County has imposed a surcharge tax in the amount of \$3.00 per month on each telephone access line in the County (including the two (2) Towns) to pay for the capital costs of development and to offset the operational and maintenance costs of the system.~~ *The local 911 surcharge was eliminated by House Bill 568 effective January 1, 2007 and replaced with a uniform statewide tax of \$.75 per line, collected by the Commonwealth and allocated to the localities in aggregate with the proceeds of the Communications Tax, also created in HB 568, commonly referred to as the Virginia Tax Reform Act of 2006. A portion of the Communications Tax distributed to the County and localities equivalent to the E-911 Wireline surcharge multiplied by a factor of four(4) shall also be applied toward the operations, capital, and maintenance costs of the ECC to replace the loss of revenue from the elimination of the local E-911 surcharge tax. This is in keeping with the General Assembly's statements at the time of creation of the Communications Tax that no locality should go without funding due to the loss of the local surcharges but should be made whole by the imposition of the Statewide Communications Tax. The County and Town allocations of the E911 fee shall continue to be applied toward the operational, capital and maintenance costs of the system. In*

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addition, the \$.75 per line Wireless E-911 fee and the \$.50 prepaid wireless surcharge established by House Bill 754 and Senate Bill 441, effective January 1, 2011, distributed to the County and the Towns, shall be applied to offset the operational, capital and maintenance costs of the Emergency Communications Center.

Any capital and operational costs incurred over and above ***the revenues collected via the telephone surcharges and communications taxes listed above*** will be apportioned between the County and the Towns as follows:

| | | |
|----------------------|----------------|--------------|
| Isle of Wight County | 67% | 63% |
| Town of Smithfield | 25% | 28.5% |
| Town of Windsor | 8% | 8.5% |

The apportionment of costs will be based on the following three factors:

Population: the ratio of each jurisdiction's population to the total population of the three (3) jurisdictions, using the most recently published population data from the University of Virginia's Weldon Cooper Center or the U. S. Census Bureau, whichever is most current.

Telephone Access Lines: the number of telephone access lines in each jurisdiction compared as a ratio to the total submitted by Verizon as of January 1st of each year.

Calls Received: the number of calls received at the Center originating in each jurisdiction compared as a ratio to the total calls received at the Center, based on actual logs of calls to be provided by the Communications Manager.

The Board of Directors shall review the allocation criteria on a fiscal year annual basis. The Board shall make recommendations to the County and the Towns for any changes to the initial allocation percentages.

Notwithstanding anything to the contrary in this MOU, the County and the Towns shall be obligated for any operational cost or the cost of an outside attorney provided for this MOU only to the extent such funds are

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budgeted and appropriated by the respective governing body of each jurisdiction.

4. FISCAL AND ADMINISTRATIVE AGENT:

The County of Isle of Wight is hereby designated as fiscal agent for the Emergency Communications Center. The County shall be responsible for furnishing accounting, purchasing, personnel, and payroll functions for the Center, as well as legal counsel. If, in the opinion of the County Attorney, outside counsel is necessary for the provision of legal services to the Center, the costs will be apportioned between the County and the Towns as follows:

| | | |
|----------------------|----------------|--------------|
| Isle of Wight County | 67% | 63% |
| Town of Smithfield | 25% | 28.5% |
| Town of Windsor | 8% | 8.5% |

5. LIABILITY

The County and the Towns acknowledge that the Board of Directors will act as agents for them in carrying out the dispatching functions of the law enforcement, and fire and rescue activities. The Board of Directors shall obtain liability insurance adequate to protect the interests of the County and the Towns and itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity that may be available to the Board of Directors, the County, or the Towns, with respect to any claim against any or all of them.

6. EXECUTION: DURATION, JOINT EXERCISE OF POWERS

The County, Towns, and the Sheriff intend this agreement as a joint exercise of their respective powers, as authorized by Section 15.1-21 of the Code of Virginia. The Board of Supervisors, Town Councils, and the Sheriff have therefore caused the MOU to be executed for them by the County Board Chairman and the Mayors, respectively, as of the respective dates indicated below. The MOU will take effect on the date

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signed by the last necessary party and will continue in effect as adopted through June 30, 2013, and thereafter until modified or dissolved by mutual agreement; provided that either may discontinue its participation at the end of any fiscal year subsequent to that ending on June 30, 2013, one (1) year's written notice to the others parties hereto.

7. SEVERABILITY OF PARTS OF AGREEMENT

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this MOU are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the MOU.

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8. SIGNATURES OF AUTHORIZED AGENTS

Town of Smithfield:

Clerk, Town Council

Mayor, Town Council

Approved as to Form:

Town Attorney

Town of Windsor:

Clerk, Town Council

Mayor, Town Council

Approved as to Form:

Town Attorney

Sheriff, Isle of Wight County:

Sheriff

Isle of Wight County:

Clerk, Board of Supervisors

Chairman, Board of Supervisors

Approved as to Form:

County Attorney



3708 Adams Street, Suite E
Portsmouth, Virginia 23703
757.686.0800
Fax 757.686.0823

March 27, 2012

Dear Mr. Stephenson,

REW is pleased to provide this proposal to the Town of Smithfield (Town) for the expansion of your flow monitoring system network and maintenance/upgrades to some of the existing system components. This proposal accounts for general maintenance and upgrades to the thirteen sewage pump stations throughout the Town that currently have flow monitoring equipment installed and also includes installation of flow monitoring equipment at two additional pump stations.

It is our understanding that the Town is currently involved in a regional consent order, and as such, has placed a high level of importance on the Town's wastewater infrastructure. With regard to this proposal, of particular importance is the data and information they obtain and track from the Town's supervisory control and data acquisition (SCADA) system and the flow monitoring equipment installed earlier in the regional consent order process. This data provides the Town with the information necessary to track system performance, better understand the required frequencies for routine and preventative maintenance, and most importantly inform the Town and the region on their collection system's contribution and impact on the regional collection system and HRSD. It is our understanding that the regional consent order has had a drastic impact on the way in which the Town maintains and operates their system and will have an even larger impact as the region moves forward and works collaboratively to handle wet weather flows in an attempt to minimize sanitary sewer overflows (SSOs) throughout the area. Based on the importance of this data, this proposal includes necessary general maintenance and upgrades to the existing flow monitoring equipment to ensure its continued functionality and ease of operation.

In addition, it is our understanding that it is in the Town's best interest to expand their flow monitoring network to the rest of their sewage pump stations. This will assist the Town with future wastewater modeling efforts and data collection. As such, this proposal includes the installation of magnetic flow meters, pressure transducers, wet well level instrumentation and other appurtenances as required to have full flow monitoring functionality at two additional sewage pump stations.

We are pleased to offer the following proposal for the above referenced project.

- Materials and labor for this estimate was based on current field conditions and under the direction of the project engineer, the specific detail of improvements can be referenced as per the attached spread sheet which indicates site specific conditions at the applicable Pump station sites
- This estimate excludes all By-pass and flow diversion costs, which will be provided by the Town or additional fees will be applied.

For the lump sum amount of.....\$148,043.00

Very truly yours,
REW Corporation



Jon G. Dickson
Vice President

Town Of Smithfield Special Order By Consent
Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

REW Corporation Item Number description and Legend

| Item No | Size | Item Description: Each is site specific therefore materials and labor can vary from one location to another |
|----------------|---|---|
| 1 | Varies depending on Pipe Size and Site Conditions | Furnish and Install a flow Meter, this specific size and Type will Vary depending on site and field conditions, this typically will be a tube style type when conditions permit. This cost Includes necessary labor, pipe, fittings and Hardware as needed to Install a new flow meter |
| 2 | Varies or could be N/A Information may refer to cord length | Furnish and Install a level transmitter or level transducer the specific type , Mfg and Model # will vary depending on specific field conditions, cost Includes materials and Labor needed to install a new or replace an existing level transmitter, this could be a submersible type or a bubbler type and could be used for Wet well or ground water level monitoring |
| 3 | Varies but Typically would be 1/2" NPT | Furnish and Install a Pressure Transmitter this typically is a threaded model that is installed in the force main pipe either in a tapped location or via a saddle tap depending on site conditions, this cost includes all materials and labor necessary to Install a new or replace an existing pressure transmitter |
| 4 | Varies depending on Pipe Size and Site Conditions | Furnish and Install necessary materials needed to properly ground a new or an existing flowmeter or other device requiring a means of bonding or grounding, this may include but is not limited to Wire, connectors, clamps, ground rods, grounding rings and terminations |
| 5 | N/A | Provide materials and labor to Install an Intrinsic safe barrier, this is a means of protecting the panel from an Instrument or wiring that is in an explosive environment, |
| 6 | N/A | Technical / Skilled Labor for the Testing or Troubleshooting of existing Equipment or Instruments already In Service This is limited to Labor Only, Materials Needed for repair would be additional on a site specific basis description of work will be provided when applicable |
| 7 | N/A | Furnish all necessary materials and labor to Install new or repair existing signals for station monitoring that would be needed, this could include but is not limited to alarm signals such as Generator run, generator fail, Door Intrusion alarm and other signals needed to help monitor activity at the stations, this would include all wiring, conduit, devices, and Labor needed for alarm signals |
| 8 | N/A | Basic Labor for a Control Technician or Master electrician to perform services needed at a Pump station site this is a Labor only Item and could include any work that would be classified under this skill set including but not limited to Repairs, maintenance, and new Installation |
| 9 | N/A | Provide all equipment and labor to pump out a valve vault this cost is based on a hourly rate per man needed to provide all equipment such as pumps, hoses and fittings needed to pump out Ground water intrusion to facilitate work, this cost would not be applicable to the pumping or Hauling of any waste water or hazardous materials, nor would this cost apply to pumping and hauling fluids from the wetwell or any disposal fees required to relocate any liquids offsite |
| 10 | N/A | Skilled Labor Which may include but not be limited to Carpenters, Craftsman, Mechanics, and Finishers to provide general Installation, repairs or Maintenance as needed to the structure or equipment associated with proper function and Operation of a sewage Pump station, This is a Labor and Basic materials only Item. any extensive materials required will be added and assessed on a separate line Item |

| | | |
|----|--------|--|
| 11 | Varies | Equipment rental with operator, this may include but is not limited to, Line Truck, Bucket Truck, Man lift, Mini-Excavator, Backhoe, trencher or other specialized equipment required This cost will Vary depending on usage time, site conditions and skill set of operator |
| 12 | N/A | Debris Removal and Disposal fees, this could include but not limited to general construction debris, landscape debris, waste water pump and haul and proper disposal, this cost will Vary and be assessed on a site specific basis which will be calculated based on type of waste, disposal requirements, and Quantity of material that is being handled and equipment and labor required to properly handle and dispose of waste |
| 13 | N/A | Materials and Labor needed to repair or Install any radio, antenna or transmission devices within a sewage pump station, cost will be assessed on a site specific and on an as needed basis and description of work will be indicated when applicable |
| 14 | Varies | Miscellaneous Materials, this would apply to any materials needed to make necessary repairs or Installation that are in addition to any Labor only line items these costs will be assessed on a site specific and on an as needed basis |
| 15 | Varies | Specialized equipment needed to monitor and test the Instruments within the sewage pump station This could Include meters, or calibration tools required to ensure that the instruments are properly working or are in need of replacement or repair |
| 16 | N/A | Systems integrator or programming needed to setup and properly Install software and Hardware for the purposes of monitoring and tracking Pump station Usage and Flows, this may include Labor, expenses, training and technical assistance specific description will be noted when applicable |
| 17 | N/A | Purchase of materials only for Software and or Hardware needed for the Data Extraction, this may include client Licenses and software needed to view and extract Data as needed, This is a material ony line item and specific description will be noted and assessed when applicable |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

A. James Street Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 8" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (60' cord length, 8" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 2 | | Furnish and install Bubbler Type Level Transmitter (Dwyer series 626). Cost includes all labor, bubbler tube and fittings, and belden cable. |
| 3 | 60' Cord | Furnish and install pressure transmitter (KPSI Model #30). Existing conduit will be re-used. Cost includes all labor and materials necessary to install pressure transmitter. Labor is site specific based on field conditions. |
| 4 | 8" | Furnish and install grounding rod and grounding cables for new flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| Total Work Order Cost | | \$10,538.00 |

B. Pinewood Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 2 | | Furnish and install Submersible Level Transducer for use in wet well (KPSI model #705). Existing conduit will be re-used. Cost includes labor and materials necessary to install level transducer. Labor is site specific based on field conditions. |
| 3 | | Furnish and install pressure transmitter (KPSI Model #30). Existing conduit will be re-used. Cost includes all labor and materials necessary to install pressure transmitter. Labor is site specific based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator |
| Total Work Order Cost | | \$4,408.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

C. Lakeside Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|---|
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$2,366.00 |

D. Golf Course Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Generator Run, Generator Fail). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| 8 | | Master Electrician / Control Technician. Cost includes labor to remove Clamshell CT's from incoming power. |
| Total Work Order Cost | | \$2,270.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

E. Cypress Creek Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 6" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (40' cord length, 6" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. <i>(Note: This site is under water and will require vault to be pumped out prior to beginning work)</i> |
| 2 | | Furnish and install Bubbler Type Level Transmitter (Dwyer series 626). Cost includes all labor, bubbler tube and fittings, and belden cable. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Install additional Alarm Signals (Generator Run, Generator Fail, Door Entry). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$9,479.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

F. Moonefield Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 2 | | Furnish and install Isolator (Yokagawa FA1A-AA*B) for level signal using transducer in Red Lion Panel. Cost includes all labor, conduit, and wire. Labor is site specific and based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| 9 | | Pump Out Valve Vault as needed. |
| Total Work Order Cost | | \$3,127.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

G. Morris Creek Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 2 | | Furnish and install Bubbler Type Level Transmitter (Dwyer series 626). Cost includes all labor, bubbler tube and fittings, and belden cable. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Generator Run, Generator Fail, Door Entry). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| 9 | | Pump Out Valve Vault as needed. |
| Total Work Order Cost | | \$3,625.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

H. Wellington Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 2 | | Furnish and install Submersible Level Transducer for use in wet well (KPSI model #705). Existing conduit will be re-used. Cost includes labor and materials necessary to install level transducer. Labor is site specific based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. <i>(Note: Site will require a Digital Input Card)</i> |
| 9 | | Pump Out Valve Vault as needed. |
| 10 | | Carpenter labor. Reinforce post on rain gauge using Quickrete. Straighten post and gauge as needed. |
| Total Work Order Cost | | \$3,839.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

I. Rising Star Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------|---|
| 3 | 70' Cord | Furnish and install pressure transmitter (KPSI Model #30). Existing conduit will be re-used. Cost includes all labor and materials necessary to install pressure transmitter. Labor is site specific based on field conditions. |
| 4 | 2" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| Total Work Order Cost | | \$2,626.00 |

J. Minton Way Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 3" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (60' cord length, 3" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 4 | 3" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| 10 | | Carpenter labor. Remove J-box from 2x4 post, install new post in Quickcrete, and re-mount J-box as need. |
| 11 | | Bucket Truck for tree limb removal. Cost includes operator and labor to remove necessary tree limbs. |
| 12 | | Removal of site debris (i.e. removal of tree limbs). Labor is site specific. |
| Total Work Order Cost | | \$7,653.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

K. Crescent Drive Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|------|--|
| 2 | | Furnish and install Submersible Level Transducer for use in wet well (KPSI model #705). Existing conduit will be re-used. Cost includes labor and materials necessary to install level transducer. Labor is site specific based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 6 | | Master Electrician / Control Technician. Cost includes testing and calibration verification of existing flow meter using Hart Communicator. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$3,593.00 |

L. Waterford Oaks Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 6" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (40' cord length, 6" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| 13 | | Remove and relocate antennae mast. Existing location is interfering with several surrounding trees. Cost includes all labor and materials. |
| Total Work Order Cost | | \$8,214.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

M. Canteberry Pump Station - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 2" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (40' cord length, 2" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 4 | 2" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Install additional Alarm Signals (Door Intrusion Alarm). Cost includes all labor and materials required for installation. Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$6,125.00 |

N. Programming, Software and Spare Parts - Flow Monitoring Maintenance/Upgrades

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 6" 150# Flange | Furnish spare Flanged Tube Style Flow Meter. |
| 2 | | Furnish spare submersible level transducer (KPSI model #705). |
| 3 | 70' | Furnish spare pressure transmitter (KPSI Model #30 with 70' cord length). |
| 15 | | Furnish Hart Communicator for calibration verification. |
| 16A | | (Rifleman) Programming of the additional lift stations into Town SCADA system. Include graphic programming data collection in a useable format for the customer's engineering group (Rifleman). |
| 16B | | (Rifleman) Programming of the View Point Server and training on the operation of the graphic screens and data extraction (3 days on-site). Any additional days would require extra cost per day (\$850.00/extra day). |
| 16C | | (Rifleman) Estimated travel expenses. |
| 17 | | RS View Client License |
| Total Work Order Cost | | \$34,386.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

O. Main Street - Flow Monitoring System Network Expansion

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 6" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (40' cord length, 6" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 2 | | Furnish and install Bubbler Type Level Transmitter (Dwyer series 626). Cost includes all labor, bubbler tube and fittings, and belden cable. |
| 3 | | Furnish and install pressure transmitter (KPSI Model #30). Cost includes all labor and materials necessary to install pressure transmitter. Labor is site specific based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Labor and materials required to install additional Alarm signals (Generator Run, Generator Fail, Door Entry). Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$23,866.00 |

Town of Smithfield Special Order by Consent

Flow Monitoring System Maintenance/Upgrades and Flow Monitoring System Network Expansion

P. Drummonds Lane - Flow Monitoring System Network Expansion

| Line Item # | Size | Item Description |
|------------------------------|----------------|---|
| 1 | 6" 150# Flange | Furnish and install Flanged Tube Style Flow Meter (40' cord length, 6" flanged unit in ductile iron). Each site will be site specific based on existing conditions and size of existing pipe. Cost includes all labor, fittings, and hardware as needed to install. |
| 2 | | Furnish and install Bubbler Type Level Transmitter (Dwyer series 626). Cost includes all labor, bubbler tube and fittings, and belden cable. |
| 3 | | Furnish and install pressure transmitter (KPSI Model #30). Cost includes all labor and materials necessary to install pressure transmitter. Labor is site specific based on field conditions. |
| 4 | 6" | Furnish and install grounding rod and grounding cables for existing flow meter. Material and labor is site specific and will vary depending on site conditions. |
| 5 | | Furnish and install an Intrinsic Safe Barrier for floats in wet well. |
| 7 | | Labor and materials required to install additional Alarm signals. Labor is site specific and based on field conditions. |
| Total Work Order Cost | | \$21,928.00 |

TOTAL: \$148,043

Note: Bypass and flow diversion costs are not included in the above prices. This work is to be performed by the Town or additional fees will be applied.

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| GENERAL ENGINEERING REVIEW SERVICES | Fee Basis | % Complete | Amount Earned | Previous Amount Billed | Amount Due This Invoice |
|---|-----------|------------|---------------|------------------------|-------------------------|
| | | | | | |
| McDonald's Site Plan Submittal | Hourly | N/A | \$400.00 | \$0.00 | \$400.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| VENDOR # 41300-3000 → 400 | | | | | |
| ACCOUNT # 004-42070 → 3000 → 915.30 | | | | | |
| DEPT HEAD 004-42070 → 7017 → 43,300 | | | | | |
| TOWN MANAGER 005-42060-3000 → 915.30 | | | | | |
| | | | | | |
| | | | | | |

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| INDEPENDENT PROJECTS | Fee Basis | % Complete | Amount Earned | Previous Amount Billed | Amount Due This Invoice |
|--|-----------|------------|---------------|------------------------|-------------------------|
| <i>Consent Order/ Locality-HRSD Coordination (HR04103-27)</i> | | | | | |
| Coordination Activities | Lump Sum | 100.00% | \$ 150,000.00 | \$ 148,740.00 | \$1,260.00 |
| <i>Consent Order / SSES Task 8 Data Analysis and Condition (HR04103-50R)</i> | | | | | |
| Data Analysis | Lump Sum | 99.60% | \$ 66,732.00 | \$ 65,526.00 | \$1,206.00 |
| <i>Design and Construction Standards Update (HR04103-52R)</i> | | | | | |
| Design and Construction Standards Update | Lump Sum | 28.30% | \$ 4,584.60 | \$ 2,754.00 | \$1,830.60 |
| <i>Consent Order/SSO Private Property I/I Abatement Program (HR04103-57RI)</i> | | | | | |
| Program Assistance | Lump Sum | 43.50% | \$ 10,875.00 | \$ 9,025.00 | \$1,850.00 |
| <i>Consent Order/ SSO Field Services Phase 2 CCTV (HR04103-58R)</i> | | | | | |
| Field Services | Lump Sum | 87.60% | \$ 105,120.00 | \$ 95,640.00 | \$9,480.00 |
| <i>Consent Order/SSO General Regional Hydraulic Model (HR04103-59RI)</i> | | | | | |
| Model Development | Lump Sum | 95.60% | \$ 29,580.00 | \$ 27,570.00 | \$2,010.00 |

Town of Smithfield, Virginia
Annual Engineering Services Contract

PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| | | | | | |
|---|-------------|--------|--------------|---------------|--------------------|
| <i>Consent Order/SSO General Rehabilitation Plan</i> (HR04103-60RI) | | | | | |
| Plan Development | Lump Sum | 24.90% | \$ 43,575.00 | \$ 17,185.00 | \$26,390.00 |
| <i>Consent Order/SSO MOM Program Full Hydraulic Model Phase 2</i> (HR04103-61RI) | | | | | |
| Model Development | Lump Sum | 6.50% | \$ 7,475.00 | \$ 6,371.00 | \$1,104.00 |
| | | | | TOTALS | \$45,530.60 |

Town of Smithfield, Virginia
Annual Engineering Services Contract
Project Billing For Period Beginning March 1, 2012 to March 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-02)</i> McDonald's Parking Lot Addition Site Plan Review | Billing Period 2012 | Fee Basis | Rate | Time Charged (Hours) | Fee Earned |
|---|-----------------------------------|----------------------|-------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | |
| Technical Principal | March | Hourly | \$200.00 | 2 | \$400.00 |
| | | | | Sub Total | \$400.00 |

TOTAL = \$400.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-27)</i> Consent Order / HRSD-Locality Coordination | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|---------------------------------|------------------|--------------|-------------------|----------------------|-----------------------------|-------------------|
| <i>Project Labor</i> | | | | | | | |
| Coordination Activities | March | Lump Sum | \$150,000.00 | 100.00% | \$150,000.00 | \$148,740.00 | \$1,260.00 |
| Project Totals | | | \$150,000.00 | 100.00% | \$150,000.00 | \$148,740.00 | \$1,260.00 |

TOTAL = \$1,260.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-50R)</i> Consent Order / SSES Task 8 Data Analysis and Condition | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|-------------------------------------|----------------------|-------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Data Analysis | March | Lump Sum | \$67,000.00 | 99.60% | \$66,732.00 | \$65,526.00 | \$1,206.00 |
| Project Totals | | | \$67,000.00 | 99.60% | \$66,732.00 | \$65,526.00 | \$1,206.00 |

TOTAL = \$1,206.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-52R)</i> Design and Construction Standards Update | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|--|--------------------------------------|----------------------|-------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Design and Construction Standards Update | March | Lump Sum | \$16,200.00 | 28.30% | \$4,584.60 | \$2,754.00 | \$1,830.60 |
| Project Totals | | | \$16,200.00 | 28.30% | \$4,584.60 | \$2,754.00 | \$1,830.60 |

TOTAL = \$1,830.60

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-57RI)</i> Private Property I/I Abatement Program | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|-------------------------------------|----------------------|-------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Program Assistance | March | Lump Sum | \$25,000.00 | 43.50% | \$10,875.00 | \$9,025.00 | \$1,850.00 |
| Project Totals | | | \$25,000.00 | 43.50% | \$10,875.00 | \$9,025.00 | \$1,850.00 |

TOTAL = \$1,850.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-58R)</i> Field Services Phase 2 CCTV | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|-------------------------------------|----------------------|--------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Field Services | March | Lump Sum | \$120,000.00 | 87.60% | \$105,120.00 | \$95,640.00 | \$9,480.00 |
| Project Totals | | | \$120,000.00 | 87.60% | \$105,120.00 | \$95,640.00 | \$9,480.00 |

TOTAL = \$9,480.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-59RI)</i> Consent Order / SSO General Regional Hydraulic Model | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|-------------------------------------|----------------------|-------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Model Development | March | Lump Sum | \$30,000.00 | 98.60% | \$29,580.00 | \$27,570.00 | \$2,010.00 |
| Project Totals | | | \$30,000.00 | 98.60% | \$29,580.00 | \$27,570.00 | \$2,010.00 |

TOTAL = \$2,010.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-60RI)</i> Consent Order / SSO Rehabilitation Plan | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|--|-------------------------------------|----------------------|--------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Plan Development | March | Lump Sum | \$175,000.00 | 24.90% | \$43,575.00 | \$17,185.00 | \$26,390.00 |
| Project Totals | | | \$175,000.00 | 24.90% | \$43,575.00 | \$17,185.00 | \$26,390.00 |

TOTAL = \$26,390.00

Town of Smithfield, Virginia
Annual Engineering Services Contract
PROJECT BILLING FOR PERIOD BEGINNING MARCH 1, 2012 TO MARCH 31, 2012

| <i>GENERAL REVIEW SERVICES (HR04103-61RI)</i> Consent Order / SSO MOM Program Full Hydraulic Model Phase 2 | Billing Period (2012) | Fee Basis | Fee | % Complete | Amount Earned | Prior Invoice Amount | Amount Due |
|---|-------------------------------------|----------------------|--------------|-----------------------|--------------------------|-------------------------------------|-----------------------|
| <i>Project Labor</i> | | | | | | | |
| Plan Development | March | Lump Sum | \$115,000.00 | 6.50% | \$7,475.00 | \$6,371.00 | \$1,104.00 |
| Project Totals | | | \$115,000.00 | 6.50% | \$7,475.00 | \$6,371.00 | \$1,104.00 |

TOTAL = \$1,104.00



Draper Aden Associates

Engineering • Surveying • Environmental Services

Progress Report

To: Ms. Sonja Eubank
Company: Town of Smithfield
From: Andy Snyder
Project Name: Annual Engineering Services Contract – March 2012 Invoices
Project Number: HR04103-02, HR04103-27, HR04103-50R, HR04103-52R, HR04103-57RI, HR04103-58R, HR04103-59RI, HR04103-60RI, HR04103-61RI
Date: April 5, 2012
cc: Bill Hopkins, Scott Schiller

Recent Activities:

1. HR04103-02 – Review of the McDonald's Site Plan submittal.
2. HR04103-27 – Continued coordination with the Town of Smithfield and other Consent Order related parties, attended Capacity Team, and provided general Consent Order related assistance. The work to be performed under this task is complete. A proposal for additional coordination efforts will be provided to the Town for their review.
3. HR04103-50R – Continued to generate condition assessment reports for each SSES basin.
4. HR04103-52R – Provided the Town with a binder of design and construction standard examples for their review.
5. HR04103-57RI – Prepared for an attended a Private Property I/I Abatement Program meeting with the Town, Brown and Caldwell and HRSD.
6. HR04103-58R – Continued to review the data collected during the CCTV field work activities and perform QA/QC checks.
7. HR04103-59RI – Coordinated with the region regarding information from the model necessary for the upcoming capacity assessment and level of service determination efforts.
8. HR04103-60RI – Continued work related to the development of the Town's Rehabilitation Plan, including initial evaluations of condition assessment information and coordination as required to assist the Town with recent decisions on how the region should proceed.
9. HR04103-61RI – Continued preparation of maps and information required for field crews to begin survey work required for development of the second phase of the Town's full hydraulic model.

Upcoming Tasks:

1. HR04103-02 – Site plan review will be conducted on an as needed basis.
2. HR04103-27 – Task is complete. Additional coordination efforts will be handled through a new proposal to be provided to the Town for their review.
3. HR04103-50R – Complete development of condition assessment report documentation as required for rehabilitation planning.
4. HR04103-52R – Meet with the Town to review their thoughts and comments on the design and construction standard examples provided.
5. HR04103-57RI – Attend future Private Property I/I Abatement Program meetings and

\\Hmp-files\projects\HR04\100\HR04103\HR04103-02\WORK\Billing File\2012 Invoice Files\March 2012 Invoices\March 2012 Progress Report 04-05-12.doc

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coordinate with the region as necessary.

6. HR04103-58R – Complete review of CCTV data and incorporate the information into the condition assessment reports and Rehabilitation Plan.
7. HR04103-59RI – Attend model user group meetings as necessary and continue to assist the Town with regional hydraulic model activities.
8. HR04103-60RI – Continue to perform work related to development of the Rehabilitation Plan and assist the Town with regional decisions regarding how to proceed.
9. HR04103-61RI – Complete development of maps required to perform field survey work and begin field survey work.

Scope Changes:

1. HR04103-02 – As discussed with the Town, the number of meetings assumed for this task has been exceeded and a proposal for additional coordination efforts will be provided to the Town for their review.

Budget Status/Percent Complete

1. HR04103-02 – Time and materials task. All work is being done within expected budgetary limits.
2. HR04103-27 – 100.00%
3. HR04103-50R – 99.60%
4. HR04103-52R – 28.30%
5. HR04103-57RI – 43.50%
6. HR04103-58R – 87.60%
7. HR04103-59RI – 95.60%
8. HR04103-60RI – 24.90%
9. HR04103-61RI – 6.50%

Schedule Status/Deliverable Status

1. HR04103-02 – On schedule.
2. HR04103-27 – Task is complete.
3. HR04103-50R – On schedule based on VDEQ deadlines.
4. HR04103-52R – On schedule.
5. HR04103-57RI – On schedule based on VDEQ deadlines.
6. HR04103-58R – On schedule based on VDEQ deadlines.
7. HR04103-59RI – On schedule based on VDEQ deadlines.
8. HR04103-60RI – On schedule based on VDEQ deadlines.
9. HR04103-61RI – On schedule.

Input needed from client "What we are waiting on:"

1. None

Issues you should be aware of/ any other issues:

1. None

April 10, 2012

Town of Smithfield
Town Manager's Office
315 Main Street, P.O. Box 246
Smithfield, VA 23431

Pay Application 16 for the South Church Street Streetscape Project.

Explanation of Amount Certified

Application No: 16
Application Date: 4/4/2012
Period To: 3/31/2012

EN03-300-108, C502, UPC95571/93722

Contract Date: 11/04/2010

Invoice No: 521584

The amount certified was adjusted as shown below:

Contract Sum to Date..... \$2,593,555.50

Total Completed and Stored to Date..... \$1,761,710.15

Total Earned Less Retainage..... \$1,761,710.15

Current Payment Due..... \$174,739.38

VENDOR # Excel
ACCOUNT # 100-41300-8100
DEPT HEAD M. J. H.
TOWN MANAGER PLS

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET
STREETSCAPE IMPROV.
PHASE V
SMITHFIELD, VA

APPLICATION NO.: 16
APPLICATION DATE: 4/4/2012
PERIOD TO: 3/31/2012

SUBMITTED FROM: Excel Paving Corporation
1132 Harmony Road
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, CS02, UPC95571/93722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821584

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|--|-----------|------------|
| Change Orders approved in previous months by Owner | | | |
| TOTAL | | \$ - | \$ - |
| Approved this Month | | | |
| Date Approved | | | |
| CO #3 | | \$ - | \$ - |
| CO #4 | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| TOTALS | | \$ - | \$ - |
| Net Change by Change Orders | | \$ - | \$ - |

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 2,593,555.50

Net Change by Change Orders To..... \$ -
(Line 1± 2)

Contract Sum To Date..... \$ 2,593,555.50

Total Completed and Stored To Date..... \$ 1,761,710.15
(Column G)

Retainage:

0% of Completed Work \$ -
(Column D + E)

10% of Stored Material \$ -
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 1,761,710.15
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

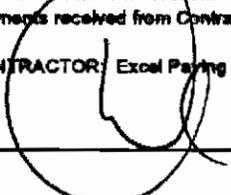
Less Previous Payments..... \$ 1,586,970.77
(Line 6 from prior Certificate)

Current Payment Due..... \$ 174,739.38

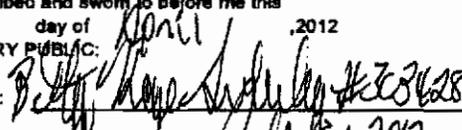
Balance to Finish Including Retainage..... \$ 531,845.35
(Line 3 less Line 6)

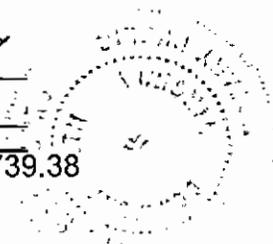
The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous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

CONTRACTOR: Excel Paving Corporation

By: 

Date: 4/3/12

State of Virginia
City of Norfolk
Subscribed and sworn to before me this
3 day of April, 2012
NOTARY PUBLIC:
Signed: 
My Commission Expires: July 31, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above 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: \$ 174,739.38
(Attach explanation if amount certified differs from amount applied for.)
ARCHITECT: Clark Nexsen

By:  Date: April 10, 2012

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|---|
| PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA | APPLICATION: 16 INVOICE NO.: ESTIMATE FOR PERIOD ENDING: 3/1/2012 thru 3/31/2012 SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |
| EN03-300-106, C502, UPC95571:93722 SUBCONTRACTOR: EXCEL PAVING CORP. | |

| ITEM NO. | LINE ITEM DESCRIPTION | FROM SCHEDULE OF PRICES | | | | | TOTAL QUANTITIES REQUESTED | | | | UNIT PRICES | | | | ARRA | ENHANCE | URBAN | TOWN |
|----------|---|-------------------------|-----------|------------|--------|----------|----------------------------|---------------|--------------|---------------|--------------|---------------|---------|---------|-----------|-----------|-----------|-----------|
| | | SCHEDULED | SCHEDULED | PREVIOUSLY | FOR | TOTAL TO | SCHEDULED | TOTAL | TOTAL DUE | TOTAL DUE | Funding | Funding | Funding | Funding | Breakdown | Breakdown | Breakdown | Breakdown |
| | | UNIT | QUANTITY | REPORTED | MONTH | DATE | UNIT PRICE | CONTRACT | THIS PERIOD | TO DATE | | | | | | | | |
| | <u>General Items</u> | | | | | | | | | | | | | | | | | |
| 1 | Mobilization | LS | 1.00 | 1.00 | 0.00 | 1.00 | \$176,500.00 | \$ 176,500.00 | \$ - | \$ 176,500.00 | \$ 58,245.00 | \$ 118,255.00 | | | | | | |
| 2 | Construction Surveying | LS | 1.00 | 0.75 | 0.10 | 0.85 | \$ 12,000.00 | \$ 12,000.00 | \$ 1,200.00 | \$ 10,200.00 | | \$ 10,200.00 | | | | | | |
| 3 | SM-9.5 A Surface Course | TN | 840.00 | 221.78 | 0.00 | 221.78 | \$ 94.00 | \$ 78,960.00 | \$ - | \$ 20,847.32 | | \$ 20,847.32 | | | | | | |
| 4 | M-19.0 Intermediate Course | TN | 1,000.00 | 170.19 | 0.00 | 170.19 | \$ 96.00 | \$ 96,000.00 | \$ - | \$ 16,338.24 | | \$ 16,338.24 | | | | | | |
| 5 | BM-25 Base Course | TN | 1,000.00 | 581.63 | 107.70 | 689.33 | \$ 96.00 | \$ 96,000.00 | \$ 10,339.20 | \$ 66,175.68 | | \$ 66,175.68 | | | | | | |
| 6 | Aggregate Material Size 21-A | TN | 3,400.00 | 2,867.51 | 311.05 | 2978.56 | \$ 27.00 | \$ 91,800.00 | \$ 8,388.36 | \$ 80,421.12 | \$ 6,403.86 | \$ 74,017.26 | | | | | | |
| 7 | Combination 4" Curb and Gutter | LF | 4,800.00 | 2,825.00 | 308.00 | 3133.00 | \$ 29.00 | \$ 133,400.00 | \$ 8,932.00 | \$ 90,857.00 | | \$ 90,857.00 | | | | | | |
| 8 | 4" Curb | LF | 450.00 | 657.00 | 0.00 | 657.00 | \$ 22.00 | \$ 10,290.00 | \$ - | \$ 14,979.80 | | \$ 14,979.80 | | | | | | |
| 9 | VDOT Std CG-2 | LF | 110.00 | 97.00 | 18.00 | 115.00 | \$ 23.00 | \$ 2,630.00 | \$ 414.00 | \$ 2,645.00 | | \$ 2,645.00 | | | | | | |
| 10 | VDOT Std CG-6 | LF | 180.00 | 144.00 | 48.00 | 190.00 | \$ 28.00 | \$ 4,840.00 | \$ 1,334.00 | \$ 5,510.00 | | \$ 5,510.00 | | | | | | |
| 11 | 3' Valley Gutter | LF | 500.00 | 680.80 | 0.00 | 680.80 | \$ 27.50 | \$ 18,750.00 | \$ - | \$ 18,713.75 | | \$ 18,713.75 | | | | | | |
| 12 | Residential Drive | SY | 350.00 | 306.10 | 29.24 | 335.34 | \$ 99.50 | \$ 34,825.00 | \$ 2,909.38 | \$ 33,965.33 | | \$ 33,965.33 | | | | | | |
| 13 | Commercial Drive | SY | 200.00 | 79.00 | 17.84 | 96.84 | \$ 152.00 | \$ 30,400.00 | \$ 2,711.68 | \$ 14,719.68 | | \$ 14,719.68 | | | | | | |
| 14 | Stamped Asphalt Crosswalk | SY | 800.00 | 0.00 | 0.00 | 0.00 | \$ 66.00 | \$ 33,000.00 | \$ - | \$ - | | \$ - | | | | | | |
| 15 | Reset Existing Pavers | SY | 280.00 | 0.00 | 0.00 | 0.00 | \$ 117.50 | \$ 29,375.00 | \$ - | \$ - | | \$ - | | | | | | |
| 16 | Paver Sidewalk | SY | 2,180.00 | 0.00 | 112.52 | 112.52 | \$ 94.85 | \$ 188,765.00 | \$ 10,650.02 | \$ 10,650.02 | | \$ 10,650.02 | | | | | | |
| 17 | Unit Paver Accessible Ramp | SY | 50.00 | 0.00 | 0.00 | 0.00 | \$ 175.00 | \$ 8,750.00 | \$ - | \$ - | | \$ - | | | | | | |
| 18 | Replace Existing Brick Wall with tile, kind, height, and length | VSF | 1,600.00 | 444.00 | 263.00 | 707.00 | \$ 30.00 | \$ 48,000.00 | \$ 7,890.00 | \$ 21,210.00 | | \$ 21,210.00 | | | | | | |
| 19 | Regular Excavation | CY | 3,200.00 | 2,434.00 | 340.00 | 2774.00 | \$ 35.00 | \$ 112,000.00 | \$ 11,900.00 | \$ 97,090.00 | \$ 11,340.00 | \$ 85,750.00 | | | | | | |
| 20 | Select Fill | CY | 1,000.00 | 302.00 | 0.00 | 302.00 | \$ 16.00 | \$ 16,000.00 | \$ - | \$ 4,832.00 | | \$ 4,832.00 | | | | | | |
| 21 | 4" Topsoil Class A | AC | 1.00 | 0.14 | 0.00 | 0.14 | \$ 17,850.00 | \$ 17,850.00 | \$ - | \$ 2,499.00 | | \$ 2,499.00 | | | | | | |
| 22 | 12" Storm Drainage Pipe | LF | 165.00 | 78.00 | 132.00 | 210.00 | \$ 105.00 | \$ 17,325.00 | \$ 13,860.00 | \$ 22,050.00 | | \$ 22,050.00 | | | | | | |
| 23 | 15" Storm Drainage Pipe | LF | 1,430.00 | 778.00 | 383.00 | 1141.00 | \$ 105.00 | \$ 150,150.00 | \$ 38,115.00 | \$ 119,805.00 | \$ 13,440.00 | \$ 106,365.00 | | | | | | |
| 24 | 18" Storm Drainage | LF | 270.00 | 222.00 | 0.00 | 222.00 | \$ 108.00 | \$ 29,160.00 | \$ - | \$ 23,976.00 | \$ 23,976.00 | \$ 23,976.00 | | | | | | |
| 25 | 21" Storm Drain | LF | 530.00 | 587.00 | 0.00 | 587.00 | \$ 138.00 | \$ 73,140.00 | \$ - | \$ 81,006.00 | | \$ 81,006.00 | | | | | | |
| 26 | 24" Storm Drain | LF | 656.00 | 630.00 | 0.00 | 630.00 | \$ 139.00 | \$ 91,045.00 | \$ - | \$ 87,570.00 | | \$ 87,570.00 | | | | | | |
| 27 | D1-1 | EA | 5.00 | 2.00 | 4.00 | 6.00 | \$ 3,735.00 | \$ 18,675.00 | \$ 14,940.00 | \$ 22,410.00 | | \$ 22,410.00 | | | | | | |
| 28 | MH-1 | EA | 9.00 | 7.00 | 1.00 | 8.00 | \$ 3,718.00 | \$ 33,462.00 | \$ 3,718.00 | \$ 29,744.00 | | \$ 29,744.00 | | | | | | |
| 29 | D1-3-B L=4' | EA | 4.00 | 2.50 | 0.90 | 2.50 | \$ 2,940.00 | \$ 11,760.00 | \$ - | \$ 7,350.00 | \$ 2,940.00 | \$ 4,410.00 | | | | | | |
| 30 | D1-3B L=6' | EA | 7.00 | 3.00 | 3.00 | 6.00 | \$ 2,952.00 | \$ 20,864.00 | \$ 8,656.00 | \$ 17,712.00 | | \$ 17,712.00 | | | | | | |
| 31 | D1-3-b L=8' | EA | 2.00 | 1.00 | 0.00 | 1.00 | \$ 3,206.00 | \$ 6,412.00 | \$ - | \$ 3,206.00 | | \$ 3,206.00 | | | | | | |
| 32 | D1-3C L=6' | EA | 2.00 | 2.00 | 0.00 | 2.00 | \$ 2,892.00 | \$ 5,784.00 | \$ - | \$ 5,784.00 | | \$ 5,784.00 | | | | | | |
| 33 | D1-3BB L=4' | EA | 2.00 | 3.00 | 0.00 | 3.00 | \$ 4,251.00 | \$ 8,502.00 | \$ - | \$ 12,783.00 | | \$ 12,783.00 | | | | | | |
| 34 | D1-3BB L=6' | EA | 8.00 | 10.00 | 0.00 | 10.00 | \$ 4,314.00 | \$ 34,512.00 | \$ - | \$ 43,140.00 | | \$ 43,140.00 | | | | | | |
| 35 | D1-3CC L=6' | EA | 1.00 | 1.00 | 0.00 | 1.00 | \$ 5,217.00 | \$ 5,217.00 | \$ - | \$ 5,217.00 | | \$ 5,217.00 | | | | | | |
| 36 | 18" Flared End Section | EA | 1.00 | 1.00 | 0.00 | 1.00 | \$ 1,957.00 | \$ 1,957.00 | \$ - | \$ 1,957.00 | \$ 1,957.00 | \$ 1,957.00 | | | | | | |
| 37 | Select Fill For Trenches | CY | 1,700.00 | 1,187.00 | 80.00 | 1267.00 | \$ 16.00 | \$ 27,200.00 | \$ 1,280.00 | \$ 20,272.00 | \$ 4,928.00 | \$ 15,344.00 | | | | | | |
| 38 | Adjust Rim to Finished Grade | EA | 7.00 | 2.00 | 0.00 | 2.00 | \$ 800.00 | \$ 5,600.00 | \$ - | \$ 1,600.00 | | \$ 1,600.00 | | | | | | |
| 39 | Timber Bulkhead Modification | LS | 1.00 | 1.00 | 0.00 | 1.00 | \$ 7,500.00 | \$ 7,500.00 | \$ - | \$ 7,500.00 | | \$ 7,500.00 | | | | | | |
| 40 | Temporary Filter Barrier | LF | 1,100.00 | 1,556.00 | 0.00 | 1556.00 | \$ 2.80 | \$ 2,200.00 | \$ - | \$ 3,112.00 | \$ 720.00 | \$ 2,392.00 | | | | | | |
| 41 | Tree Fence | LF | 450.00 | 813.00 | 0.00 | 813.00 | \$ 7.50 | \$ 3,375.00 | \$ - | \$ 6,087.50 | \$ 1,072.50 | \$ 5,025.00 | | | | | | |
| 42 | Inlet Protection | LF | 29.00 | 29.00 | 0.00 | 29.00 | \$ 100.00 | \$ 2,900.00 | \$ - | \$ 2,900.00 | | \$ 2,900.00 | | | | | | |
| 43 | Construction Entrance | LS | 1.00 | 1.00 | 0.00 | 1.00 | \$ 2,900.00 | \$ 2,900.00 | \$ - | \$ 2,900.00 | | \$ 2,900.00 | | | | | | |

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|--|
| PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA | APPLICATION: <u>16</u> INVOICE NO.: _____ |
| EN03-300-106, C502, UPC93571/93722 | ESTIMATE FOR PERIOD ENDING: 3/1/2012 thru 3/31/2012 |
| SUBCONTRACTOR: EXCEL PAVING CORP. | SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |

| ITEM NO. | LINE ITEM DESCRIPTION | FROM SCHEDULE OF PRICES | | TOTAL QUANTITIES REQUESTED | | | UNIT PRICES | | | | ARRA | ENHANCE | URBAN | TOWN |
|----------|---|-------------------------|-----------|----------------------------|--------|----------|--------------|---------------|-------------|---------------|--------------|---------------|-----------|--------------|
| | | SCHEDULED | SCHEDULED | PREVIOUSLY | FOR | TOTAL TO | SCHEDULED | TOTAL | TOTAL DUE | TOTAL DUE | Funding | Funding | Funding | Funding |
| | | UNIT | QUANTITY | REPORTED | MONTH | DATE | UNIT PRICE | CONTRACT | THIS PERIOD | TO DATE | Breakdown | Breakdown | Breakdown | Breakdown |
| 44 | Demolition | LS | 1.00 | 1.19 | 0.00 | 1.19 | \$106,639.00 | \$ 106,639.00 | \$ - | \$ 126,900.41 | \$ 15,960.64 | \$ 110,939.77 | | |
| 45 | 4" Solid Double Yellow Line | LF | 2,360.00 | 0.00 | 0.00 | 0.00 | \$ 0.80 | \$ 1,888.00 | \$ - | \$ - | | | | |
| 46 | 6" Solid White Lane Line | LF | 270.00 | 0.00 | 0.00 | 0.00 | \$ 0.50 | \$ 135.00 | \$ - | \$ - | | | | |
| 47 | 4" White Mini Skip Line | LF | 310.00 | 0.00 | 0.00 | 0.00 | \$ 0.50 | \$ 155.00 | \$ - | \$ - | | | | |
| 48 | 4" Solid White Parking Stripe | LF | 300.00 | 0.00 | 0.00 | 0.00 | \$ 0.50 | \$ 150.00 | \$ - | \$ - | | | | |
| 49 | 24" Solid White Stop Bar | LF | 85.00 | 0.00 | 0.00 | 0.00 | \$ 2.50 | \$ 212.50 | \$ - | \$ - | | | | |
| 50 | Single Arrow | EA | 3.00 | 0.00 | 0.00 | 0.00 | \$ 47.00 | \$ 141.00 | \$ - | \$ - | | | | |
| 51 | Double Arrow | EA | 4.00 | 0.00 | 0.00 | 0.00 | \$ 80.00 | \$ 320.00 | \$ - | \$ - | | | | |
| 52 | Only | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 100.00 | \$ 100.00 | \$ - | \$ - | | | | |
| 53 | Handicap Parking Symbol | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 60.00 | \$ 60.00 | \$ - | \$ - | | | | |
| 54 | Handicap Parking Sign | EA | 2.00 | 0.00 | 0.00 | 0.00 | \$ 135.00 | \$ 270.00 | \$ - | \$ - | | | | |
| 55 | Stop Sign | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 180.00 | \$ 180.00 | \$ - | \$ - | | | | |
| 56 | Attach Stop Sign to Existing Route Sign | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 125.00 | \$ 125.00 | \$ - | \$ - | | | | |
| 57 | Relocate Sign | EA | 4.00 | 0.00 | 0.00 | 0.00 | \$ 100.00 | \$ 400.00 | \$ - | \$ - | | | | |
| 58 | Maintenance of Traffic | LS | 1.00 | 0.00 | 0.05 | 0.95 | \$ 75,000.00 | \$ 75,000.00 | \$ 3,750.00 | \$ 71,250.00 | \$ 17,250.00 | \$ 54,000.00 | | |
| 59 | Ginko Bilboa | EA | 3.00 | 0.00 | 0.00 | 0.00 | \$ 550.00 | \$ 1,650.00 | \$ - | \$ - | | | | |
| 60 | Crape Myrtle | EA | 20.00 | 0.00 | 0.00 | 0.00 | \$ 220.00 | \$ 4,400.00 | \$ - | \$ - | | | | |
| 61 | Chaste Tree | EA | 24.00 | 0.00 | 0.00 | 0.00 | \$ 220.00 | \$ 5,280.00 | \$ - | \$ - | | | | |
| 62 | Elm | EA | 3.00 | 0.00 | 0.00 | 0.00 | \$ 330.00 | \$ 990.00 | \$ - | \$ - | | | | |
| 63 | Autumn Embers Azalea | EA | 49.00 | 0.00 | 0.00 | 0.00 | \$ 38.00 | \$ 1,862.00 | \$ - | \$ - | | | | |
| 64 | Blushing Bride Hydrangea | EA | 10.00 | 0.00 | 0.00 | 0.00 | \$ 28.00 | \$ 280.00 | \$ - | \$ - | | | | |
| 65 | Soft Touch Holly | EA | 31.00 | 0.00 | 0.00 | 0.00 | \$ 27.00 | \$ 837.00 | \$ - | \$ - | | | | |
| 66 | Indian Hawthorne | EA | 42.00 | 0.00 | 0.00 | 0.00 | \$ 27.00 | \$ 1,134.00 | \$ - | \$ - | | | | |
| 67 | Ground Cover/ Perennials | SY | 720.00 | 0.00 | 33.00 | 33.00 | \$ 55.00 | \$ 39,600.00 | \$ 1,815.00 | \$ 1,815.00 | | \$ 1,815.00 | | |
| 68 | Sodding | SY | 5,000.00 | 750.00 | 0.00 | 750.00 | \$ 3.50 | \$ 17,500.00 | \$ - | \$ 2,625.00 | | \$ 2,625.00 | | |
| 69 | 6" Waterline | LF | 370.00 | 50.00 | 0.00 | 50.00 | \$ 40.00 | \$ 14,000.00 | \$ - | \$ 2,000.00 | | \$ 2,000.00 | | |
| 70 | Fire Hydrant Assembly | EA | 5.00 | 5.00 | 0.00 | 5.00 | \$ 4,474.00 | \$ 22,370.00 | \$ - | \$ 22,370.00 | \$ 4,470.00 | \$ 17,900.00 | | |
| 71 | 60" Sewer MH | EA | 2.00 | 0.00 | 0.00 | 0.00 | \$ 6,440.00 | \$ 12,880.00 | \$ - | \$ - | | | | |
| 72 | 3/4" Water Service | EA | 8.00 | 0.00 | 0.00 | 0.00 | \$ 1,874.00 | \$ 14,992.00 | \$ - | \$ - | | | | |
| 73 | Horizontal Offset | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 4,758.00 | \$ 4,758.00 | \$ - | \$ - | | | | |
| 74 | Vertical Offset | EA | 3.00 | 1.00 | 0.00 | 1.00 | \$ 4,626.00 | \$ 13,878.00 | \$ - | \$ 4,626.00 | \$ 2,626.00 | \$ 2,000.00 | | |
| 75 | 4" Valve and Box | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 880.00 | \$ 880.00 | \$ - | \$ - | | | | |
| 76 | 6" Valve and Box | EA | 6.00 | 5.00 | 0.00 | 5.00 | \$ 932.00 | \$ 5,592.00 | \$ - | \$ 4,660.00 | | \$ 4,660.00 | | |
| 77 | 8" Valve and Box | EA | 1.00 | 0.00 | 0.00 | 0.00 | \$ 1,454.00 | \$ 1,454.00 | \$ - | \$ - | | | | |
| 78 | Kicker Joint | EA | 2.00 | 2.00 | 0.00 | 2.00 | \$ 903.00 | \$ 1,806.00 | \$ - | \$ 1,806.00 | | \$ 1,806.00 | | |
| 79 | 6x6 Tee | EA | 3.00 | 1.00 | 0.00 | 1.00 | \$ 530.00 | \$ 1,590.00 | \$ - | \$ 530.00 | | \$ 530.00 | | |
| 80 | 8" Sewer | LF | 100.00 | 0.00 | 0.00 | 0.00 | \$ 220.00 | \$ 22,000.00 | \$ - | \$ - | | | | |
| 81 | 4" Schedule 80 Pvc with pulvane | LF | 32,000.00 | 23,783.00 | 827.00 | 24610.00 | \$ 6.25 | \$ 200,000.00 | \$ 5,168.75 | \$ 153,812.50 | | | | \$153,812.50 |
| 82 | Light Pole Foundations | EA | 45.00 | 0.00 | 0.00 | 0.00 | \$ 682.00 | \$ 30,690.00 | \$ - | \$ - | | | | |
| 83 | 4" Schedule 80 pvc (Street Lighting) | LF | 4,920.00 | 3,590.00 | 540.00 | 4130.00 | \$ 16.00 | \$ 82,856.00 | \$ 9,072.00 | \$ 69,384.00 | | | | \$ 69,384.00 |
| 84 | Splice Box | EA | 45.00 | 40.00 | 5.00 | 45.00 | \$ 525.00 | \$ 23,625.00 | \$ 2,625.00 | \$ 23,625.00 | | | | \$ 23,625.00 |
| 85 | Utility Vault | EA | 6.00 | 5.00 | 0.00 | 5.00 | \$ 10,500.00 | \$ 53,000.00 | \$ - | \$ 52,500.00 | | | | \$ 52,500.00 |
| 86 | Addendum 8" water line | LF | 30.00 | 30.00 | 0.00 | 30.00 | \$ 65.00 | \$ 1,950.00 | \$ - | \$ 1,950.00 | | \$ 1,950.00 | | |
| 87 | Addendum 8x6 Tee | EA | 1.00 | 1.00 | 0.00 | 1.00 | \$ 903.00 | \$ 903.00 | \$ - | \$ 903.00 | | \$ 903.00 | | |

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|--|
| PROJECT SOUTH CHURCH STREET STREETSCAPE IMPROV. PHASE V SMITHFIELD, VA | APPLICATION: INVOICE NO.: <u>16</u> |
| EN03-300-100, C502, UPC95571.93722 | ESTIMATE FOR PERIOD ENDING: 3/1/2012 thru 3/31/2012 |
| SUBCONTRACTOR: EXCEL PAVING CORP. | SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |

| FROM SCHEDULE OF PRICES | | | | TOTAL QUANTITIES REQUESTED | | | UNIT PRICES | | | | ARRA | ENHANCE | URBAN | TOWN |
|-------------------------|-----------------------|----------------|--------------------|----------------------------|-----------|---------------|----------------------|-----------------------|-----------------------|-----------------------|----------------------|-----------------------|-------------------|---------------------|
| ITEM NO. | LINE ITEM DESCRIPTION | SCHEDULED UNIT | SCHEDULED QUANTITY | PREVIOUSLY REPORTED | FOR MONTH | TOTAL TO DATE | SCHEDULED UNIT PRICE | TOTAL CONTRACT | TOTAL DUE THIS PERIOD | TOTAL DUE TO DATE | Funding Breakdown | Funding Breakdown | Funding Breakdown | Funding Breakdown |
| 88 | Addendum 5x6 Reducer | EA | 1.00 | 1.00 | 0.00 | 1.00 | \$ 476.00 | \$ 476.00 | \$ - | \$ 476.00 | | \$ 476.00 | | |
| 89 | Addendum DI-3A | EA | 2.00 | 0.00 | 1.00 | 1.00 | \$ 4,861.00 | \$ 9,722.00 | \$ 4,861.00 | \$ 4,861.00 | | \$ 4,861.00 | | |
| TOTALS | | | | | | | | \$2,583,555.50 | \$174,739.38 | \$1,761,710.15 | \$ 165,329.00 | \$1,297,059.65 | \$ - | \$299,321.50 |
| ADDITIONAL WORK | | | | | | | | | | | | | | |
| | | LS | 0.00 | 0.00 | 0.00 | 0.00 | \$ - | \$ - | \$ - | \$ - | | | | |
| | | LS | 0.00 | 0.00 | 0.00 | 0.00 | \$ - | \$ - | \$ - | \$ - | | | | |
| | | LS | 0.00 | 0.00 | 0.00 | 0.00 | \$ - | \$ - | \$ - | \$ - | | | | |
| | | LS | 0.00 | 0.00 | 0.00 | 0.00 | \$ - | \$ - | \$ - | \$ - | | | | |
| TOTALS | | | | | | | | \$2,583,555.50 | \$174,739.38 | \$1,761,710.15 | \$ 165,329.00 | \$1,297,059.65 | \$ - | \$299,321.50 |

CLARK • NEXSEN

Architecture & Engineering

April 10, 2012

Town of Smithfield
Town Manager's Office
315 Main Street, P.O. Box 246
Smithfield, VA 23431

Pay Application 7 for the South Church Street Waterline installation.

THIS IS THE FINAL INVOICE FOR THE WATERLINE INSTALLATION.

Explanation of Amount Certified

Application No: 7
Application Date: 04/4/2012
Period To: 04/4/2012

Job No: 1189

Contract Date: 11/04/2010

Invoice No: 821584A

The amount certified is as shown below:

Total Completed and Stored to Date..... \$408,188.00

Subtract Previous Payments..... \$366,261.64

Current Payment Due..... \$41,926.36

VENDOR # EXCEL
INVOICE # 00542060-7100
TOWN MANAGER PMU

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET
WATERLINE
PHASE V
SMITHFIELD, VA

APPLICATION NO.: 7
APPLICATION DATE: 4/4/2012
PERIOD TO: 4/4/2012

SUBMITTED FROM: Excel Paving Corporation
1132 Harmony Road
Norfolk, Virginia 23502

JOB #: 1189
ARCHITECT:

NEW WATERLINE CHANGE ORDER
CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821584A

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner | TOTAL | \$ - | \$ - |
| Approved this Month | Date Approved | | |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | TOTALS | \$ - | \$ - |
| Net Change by Change Orders | | \$ - | \$ - |

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 408,188.00

Net Change by Change Orders To..... \$ -
(Line 1+2)

Contract Sum To Date..... \$ 408,188.00

Total Completed and Stored To Date..... \$ 408,188.00
(Column G)

Retainage:

0% of Completed Work \$ -
(Columns D + E)

0% of Stored Material \$ -
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 408,188.00
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

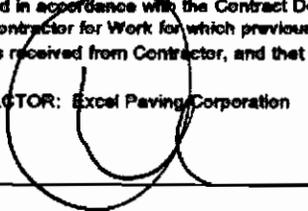
Less Previous Payments..... \$ 366,261.64
(Line 6 from prior Certificate)

Current Payment Due..... \$ 41,926.36

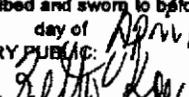
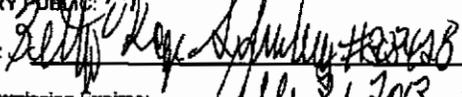
Balance to Finish Including Retainage..... \$ -
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor'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 Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

By: 

Date: 4/3/12

State of Virginia
City of Norfolk
Subscribed and sworn to before me this 3 day of April, 2012
NOTARY PUBLIC: 
Signed: 
My Commission Expires: July 31, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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: \$ \$41,926.36
(Attach explanation if amount certified differs from amount applied for.)
ARCHITECT: Clark Nexsen

By:  Date: April 10, 2012

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

pg of

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|--|
| PROJECT SOUTH CHURCH STREET STREETSCAPE IMPROV. PHASE V SMITHFIELD, VA | APPLICATION: INVOICE NO.: 7 |
| New Waterline Change Order | ESTIMATE FOR PERIOD ENDING: 3/31/12 |
| SUBCONTRACTOR: EXCEL PAVING CORP. | SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |

| FROM SCHEDULE OF PRICES | | | TOTAL QUANTITIES REQUESTED | | | | UNIT PRICES | | | |
|-------------------------|-----------------------------------|----------------|----------------------------|---------------------|-----------|---------------|----------------------|---------------------|-----------------------|---------------------|
| ITEM NO: | LINE ITEM DESCRIPTION | SCHEDULED UNIT | SCHEDULED QUANTITY | PREVIOUSLY REPORTED | FOR MONTH | TOTAL TO DATE | SCHEDULED UNIT PRICE | TOTAL CONTRACT | TOTAL DUE THIS PERIOD | TOTAL DUE TO DATE |
| | <u>General Items</u> | | | | | | | | | |
| 1 | Furnish and Install New Waterline | LS | 1.00 | 1.00 | 0.00 | 1.00 | \$ 272,955.00 | \$ 272,955.00 | \$ - | \$ 272,955.00 |
| 2 | Construction Surveying | LS | 1.00 | 1.10 | -0.10 | 1.00 | \$ 3,000.00 | \$ 3,000.00 | \$ (300.00) | \$ 3,000.00 |
| 3 | Traffic Control | HR | 1,200.00 | 1,200.00 | 0.00 | 1200.00 | \$ 12.00 | \$ 14,400.00 | \$ - | \$ 14,400.00 |
| 4 | Concrete Removal | LS | 1.00 | 1.00 | 0.00 | 1.00 | \$ 14,198.00 | \$ 14,198.00 | \$ - | \$ 14,198.00 |
| 5 | IM/BM Placement | TN | 581.00 | 228.14 | 352.86 | 581.00 | \$ 121.00 | \$ 70,301.00 | \$ 42,696.06 | \$ 70,301.00 |
| 6 | Aggregate Material Size 21-A | TN | 878.00 | 900.90 | -22.90 | 878.00 | \$ 28.00 | \$ 24,584.00 | \$ (641.20) | \$ 24,584.00 |
| 7 | Sawcutting Curb/Asphalt | LF | 5,000.00 | 4,902.00 | 98.00 | 5000.00 | \$ 1.75 | \$ 8,750.00 | \$ 171.50 | \$ 8,750.00 |
| TOTALS | | | | | | | | \$408,188.00 | \$41,926.36 | \$408,188.00 |

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET
STREETScape IMPROV.
PHASE V
SMITHFIELD, VA

APPLICATION NO.: 4
APPLICATION DATE: 4/4/2012
PERIOD TO: 3/31/2012

SUBMITTED FROM: Excel Paving Corporation
1132 Harmony Road
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, C502, UPC95571/93722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821584B

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Change Orders approved in previous months by Owner | | |
| TOTAL | \$ - | \$ - |
| Approved this Month | | |
| Date Approved | | |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| | \$ - | \$ - |
| TOTALS | \$ - | \$ - |
| Net Change by Change Orders | \$ - | \$ - |

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 147,638.00

Net Change by Change Orders To..... \$ -
(Line 1±2)

Contract Sum To Date..... \$ 147,638.00

Total Completed and Stored To Date..... \$ 147,638.00
(Column G)

Retainage:

0% of Completed Work \$ -
(Columns D + E)

10% of Stored Material \$ -
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 147,638.00
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

Less Previous Payments..... \$ 125,492.30
(Line 6 from prior Certificate)

Current Payment Due..... \$ 22,145.70

Balance to Finish Including Retainage..... \$ -
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor'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 Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

By: _____

Date: _____

State of Virginia
City of Norfolk
Subscribed and sworn to before me this
day of _____, 2012

NOTARY PUBLIC:

Signed: _____

My Commission Expires: # _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above 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: 100,430.8100
(Attach explanation if amount certified differs from Amount applied for.)

ARCHITECT: T. HEAD

By: TOWN MANAGER PLS

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

pg of

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|--|
| PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA | APPLICATION: 4 INVOICE NO.: |
| EN03-300-108, C502, UPC95571/93722 | ESTIMATE FOR PERIOD ENDING: 4/4/2012 |
| SUBCONTRACTOR: EXCEL PAVING CORP. | SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |

| FROM SCHEDULE OF PRICES | | | TOTAL QUANTITIES REQUESTED | | | | UNIT PRICES | | | |
|-------------------------|---|----------------|----------------------------|---------------------|-----------|---------------|----------------------|----------------|-----------------------|-------------------|
| ITEM NO. | LINE ITEM DESCRIPTION | SCHEDULED UNIT | SCHEDULED QUANTITY | PREVIOUSLY REPORTED | FOR MONTH | TOTAL TO DATE | SCHEDULED UNIT PRICE | TOTAL CONTRACT | TOTAL DUE THIS PERIOD | TOTAL DUE TO DATE |
| 1 | <u>General Items</u> Furnish and Install New services for 2" Carter and Verizon Severice Conduit | LS | 1.00 | 0.85 | 0.15 | 1.00 | \$ 147,638.00 | \$ 147,638.00 | \$ 22,145.70 | \$ 147,638.00 |
| Totals: | | | | | | | \$ 147,638.00 | \$ 22,145.70 | \$ 147,638.00 | |

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: THE TOWN OF SMITHFIELD
P O BOX 246
SMITHFIELD VA 23430

PROJECT: SOUTH CHURCH STREET
STREETScape IMPROV.
PHASE V
SMITHFIELD, VA

APPLICATION NO.: 1
APPLICATION DATE: 4/4/2012
PERIOD TO: 3/31/2012

SUBMITTED FROM: Excel Paving Corporation
1132 Harmony Road
Norfolk, Virginia 23502

JOB #: 1189

EN03-300-108, C502, UPC95571/93722

ARCHITECT:

CONTRACT DATE: 11/4/2010

CONTRACT FOR:

INVOICE NO: 821584C

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner | TOTAL | \$ - | \$ - |
| Approved this Month | | | |
| | Date Approved | | |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | TOTALS | \$ - | \$ - |
| Net Change by Change Orders | | \$ - | \$ - |

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, attached.

ORIGINAL CONTRACT SUM \$ 54,073.00

Net Change by Change Orders To..... \$ -
(Line 1± 2)

Contract Sum To Date..... \$ 54,073.00

Total Completed and Stored To Date..... \$ 54,073.00
(Column G)

Retainage:

0% of Completed Work \$ -
(Columns D + E)

10% of Stored Material \$ -
(Column F)

Total Retainage..... \$ -

Total Earned Less Retainage..... \$ 54,073.00
(Line 4 less Line 5 Total)

Less Owner Direct Pymt by Purchase Ord.. \$ -

Less Previous Payments..... \$ -
(Line 6 from prior Certificate)

Current Payment Due..... \$ 54,073.00

Balance to Finish Including Retainage..... \$ -
(Line 3 less Line 6)

The undersigned Subcontractor certifies that to the best of the Subcontractor'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 Subcontractor for Work for which previous Certificates for Payment were issued and payments received from Contractor, and that current payment shown herein is now due.

CONTRACTOR: Excel Paving Corporation

State of Virginia
City of Norfolk
Subscribed and sworn to before me this
day of ,2012
NOTARY PUBLIC:
Signed: _____

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above 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.

VENDOR # _____
The Commission Expires: _____
AMOUNT CERTIFIED: 100 - 41300 - 8100
(Attach explanation if amount certified differs from amount applied for.)
ARCHITECT: _____
By: _____ Date: _____
TOWN MANAGER _____

CONTRACTOR'S MONTHLY ESTIMATE FOR PAYMENT

(To Be Accompany By "Subcontractor's Application for Payment")

| | |
|--|--|
| PROJECT SOUTH CHURCH STREET STREETScape IMPROV. PHASE V SMITHFIELD, VA EN03-300-108, C502, UPC95571/93722 | APPLICATION: INVOICE NO.: <u>1</u> ESTIMATE FOR PERIOD ENDING: <u>4/4/2012</u> |
| SUBCONTRACTOR: EXCEL PAVING CORP. | SUBCONTRACTOR'S ADDRESS/CONTACT: 1132 HARMONY ROAD NORFOLK, VA 23502 |

| FROM SCHEDULE OF PRICES | | | TOTAL QUANTITIES REQUESTED | | | | UNIT PRICES | | | |
|-------------------------|--|----------------|----------------------------|---------------------|-----------|---------------|----------------------|----------------|-----------------------|-------------------|
| ITEM NO: | LINE ITEM DESCRIPTION | SCHEDULED UNIT | SCHEDULED QUANTITY | PREVIOUSLY REPORTED | FOR MONTH | TOTAL TO DATE | SCHEDULED UNIT PRICE | TOTAL CONTRACT | TOTAL DUE THIS PERIOD | TOTAL DUE TO DATE |
| 1 | <u>General Items</u> Furnish and Install 4" Conduit | LS | 1.00 | 0.00 | 1.00 | 1.00 | \$ 54,073.00 | \$ 54,073.00 | \$ 54,073.00 | \$ 54,073.00 |
| Totals: | | | | | | | \$ 54,073.00 | \$ 54,073.00 | \$ 54,073.00 | \$ 54,073.00 |

CLARK • NEXSEN

Architecture & Engineering

Invoice

March 31, 2012
Invoice No: 47758

Sonja Pruitt
Town of Smithfield
310 Institute Street
P.O. Box 246
Smithfield, VA 23431

Project Manager Michael Tippin
Principal David Bradshaw

Project 3683 South Church Street Construction Inspection Services (IDQ 3152)

Professional Services for the Period through March 31, 2012

| Description | Total Fee | Percent Complete | Total Fee Earned | Prior Fee Earned | Current Fee Earned |
|-----------------|-----------------|------------------|-----------------------|------------------|--------------------|
| CA - Office | 160,375.00 | 100% | 160,375.00 | 153,019.90 | 7,355.10 |
| Overtime Budget | 33,659.00 | 6% | 1,991.12 | 392.70 | 1,598.42 |
| Total Fee | 194,034.00 | | 162,366.12 | 153,412.60 | 8,953.52 |
| | Subtotal | | | | 8,953.52 |
| | | | Invoice Total: | | \$8,953.52 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 47493 | 2/29/2012 | 9,936.42 |
| Total | | 9,936.42 |

Clark Nexsen - Deborah A. Gill

VENDOR # _____
ACCOUNT # 100-41300-8100
DEPT HEAD daquell
TOWN MANAGER Phyllis

2011 VCDBG Competitive Grant
Pinewood Heights Phase II Redevelopment Project
Town of Smithfield, Virginia

Project Budget

| | ACTIVITY AND LINE ITEM | ESTIMATED BUDGET | CDBG BUDGET | NON-CDBG BUDGET |
|----------|--|-----------------------|-----------------------|-----------------------|
| A | <u>ADMINISTRATION</u> | | | |
| | Pre-Contract/ERR | \$10,000.00 | \$0.00 | \$10,000.00 |
| | Management Assistance | \$40,000.00 | \$0.00 | \$40,000.00 |
| | Monitoring/Closeout | \$5,000.00 | \$0.00 | \$5,000.00 |
| | <i>Total - Administration</i> | \$55,000.00 | \$0.00 | \$55,000.00 |
| B | <u>PROPERTY ACQUISITION</u> | | | |
| | Acquire Improvements/Land | | | |
| | 9 Owner-Occupied Units | \$588,000.00 | \$588,000.00 | \$0.00 |
| | 7 Renter-Occupied Units | \$561,900.00 | \$0.00 | \$561,900.00 |
| | 2 Vacant Lots | \$36,000.00 | \$0.00 | \$36,000.00 |
| | Appraisal (18 @ \$250 each) | \$4,500.00 | \$0.00 | \$4,500.00 |
| | Legal (18 @ \$712 each avg.) | \$12,816.00 | \$0.00 | \$12,816.00 |
| | Closing Costs (18 @ \$305 each avg.) | \$5,490.00 | \$0.00 | \$5,490.00 |
| | Acquisition Specialist | \$25,000.00 | \$0.00 | \$25,000.00 |
| | <i>Total - Property Acquisition</i> | \$1,233,706.00 | \$588,000.00 | \$645,706.00 |
| C | <u>RESIDENT RELOCATION</u> | | | |
| | Rental Relocation (16 units) | | | |
| | 9 Owner-Occupied Units | \$762,000.00 | \$412,000.00 | \$350,000.00 |
| | 7 Renter-Occupied Units | \$215,800.00 | \$0.00 | \$215,800.00 |
| | Moving Costs | \$29,600.00 | \$0.00 | \$29,600.00 |
| | Relocation Specialist | \$25,000.00 | \$0.00 | \$25,000.00 |
| | <i>Total - Resident Relocation</i> | \$1,032,400.00 | \$412,000.00 | \$620,400.00 |
| D | <u>DEMOLITION / SITE CLEARANCE</u> | | | |
| | Demolition/Clearance of 8 structures | | | |
| | 8 Duplexes @ \$5,800 each | \$46,400.00 | \$0.00 | \$46,400.00 |
| | <i>Total - Demolition / Site Clearance</i> | \$46,400.00 | \$0.00 | \$46,400.00 |
| | TOTAL PROJECT COSTS | \$2,367,506.00 | \$1,000,000.00 | \$1,367,506.00 |

**PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT
PROPOSED ADMINISTRATION PROGRAM COST ESTIMATES**

The Town of Smithfield secured a budget cost estimate for services related to grant management assistance for a 2-activity comprehensive community development block grant project to be implemented over a 42-month period. Community Planning Partners, Inc., provided the Town with a quote based on the consulting firm's thirty-four years of experience in writing and administering CDBG projects. The Town was further provided a budget figure for the acquisition specialist services and the fee for a relocation specialist based on the number and type of property acquisition and relocations expected to occur as part of the Town's Pinewood Heights Phase II Redevelopment Project.

**PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT
PROPOSED ACQUISITION PROGRAM COST ESTIMATES**

Community Planning Partners, Inc. provided the Town of Smithfield with a cost estimate for budgeting purposes for a proposed property acquisition program. Support letters from all Phase II owners have been signed and included in the application certifying their willingness to participate in the acquisition program. The Town will be acquiring eighteen (18) parcels: sixteen (16) parcels which include eight (8) duplex structures for a total of sixteen (16) rental units; and two (2) vacant parcels. The adjusted assessed value was derived from multiplying the 2011 Isle of Wight County assessed value by a 1.5 multiplier. The adjusted assessed values are extremely similar to the fair market values offered as part of Phase I. The proposed acquisition costs for these properties total \$1,149,900 in addition to the professional services of an acquisition specialist (\$25,000). The Town is proposing to complete the acquisition activities with a combination of CDBG and Town capital funds. The breakdown of properties is as such:

| <u>Parcel #</u> | <u>Property Address</u> | <u>Property Owner</u> | <u>Assessed Value</u> | <u>Adjusted Assessed Value (x1.5)</u> |
|-----------------|-------------------------|---------------------------------|-----------------------|---------------------------------------|
| 21A-02-038 | 39 Carver Avenue | Salokin Properties, LLC | \$57,100 | \$85,650 |
| 21A-02-039 | 40 Carver Avenue | Salokin Properties, LLC | \$57,600 | \$86,400 |
| 21A-02-040 | 41 Carver Avenue | Urquhart, Helena B | \$44,000 | \$66,000 |
| 21A-02-041 | 42 Carver Avenue | Taliaferro, Frances | \$44,000 | \$66,000 |
| 21A-02-042 | 43 Carver Avenue | Taliaferro, Frances | \$41,500 | \$62,250 |
| 21A-02-043 | 44 Carver Avenue | Elliott Douglas E & Kathy Ann | \$41,500 | \$62,250 |
| 21A-02-044 | 45 Carver Avenue | Coston Carrie T | \$44,000 | \$66,000 |
| 21A-02-045 | 46 Carver Avenue | Parker Margaret S | \$44,000 | \$66,000 |
| 21A-02-046 | 47 Carver Avenue | Bailey Shirley M | \$44,600 | \$66,900 |
| 21A-02-047 | 48 Carver Avenue | Phelps, Guy E | \$44,600 | \$66,900 |
| 21A-02-050 | 51 Carver Avenue | Diggs, Cynthia O | \$48,000 | \$72,000 |
| 21A-02-051 | 52 Carver Avenue | Greene, Tasha L | \$41,900 | \$62,850 |
| 21A-02-052 | 53 Carver Avenue | Mason, Mary J | \$44,000 | \$66,000 |
| 21A-02-053 | 54 Carver Avenue | Brown, Lillie | \$40,000 | \$60,000 |
| 21A-02-110 | 110 Carver Avenue | Robinson Henderson Sr & Evelyn | \$50,200 | \$75,300 |
| 21A-02-111 | 111 Carver Avenue | Robinson Henderson Sr & Evelyn | \$55,600 | \$83,400 |
| 21A-02-049 | Carver Ave Parcel | Miller, Chris | \$12,000 | \$18,000 |
| 21A-02-048 | Carver Ave Parcel | Copeland Horton D Jr & Judith A | \$12,000 | \$18,000 |
| | | | \$766,600 | \$1,149,900 |



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

TO: Peter M. Stephenson, Town Manager
FROM: Ellen D. Minga, Town Treasurer
DATE: March 1, 2011
RE: Pinewood Heights Phase II Legal Fees

As you know, I processed all payments for Phase I of the Town's Pinewood Heights Redevelopment Project. As such, it was my responsibility to individually handle and process all of the invoices that came into my office as part of the project. One category of those invoices was payment to Riddick Babineau, PC, of which Mr. William H. Riddick, III, the Town Attorney for Smithfield, is a partner. As a result, I am extremely familiar with the legal costs associated with the title search, closing fee, etc. for each Pinewood Heights property.

Let this letter serve as documentation that the average Phase I legal fee per property was \$712 and will be used to estimate the legal fees for Phase II of the Pinewood Heights Redevelopment Project.

If you need any further information, please let me know.

TREASURER'S OFFICE & UTILITY BILLING

310 Institute Street, P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 • Fax (757) 365-4286
www.smithfieldva.gov • Local Cable Channel 6

II - 5



TOWN OF SMITHFIELD

"The Ham Capital of the World"

Memorandum

TO: Peter M. Stephenson, Town Manager

FROM: Ellen D. Minga, Town Treasurer *Ellen D. Minga*

DATE: March 1, 2011

RE: Pinewood Heights Phase II Closing Costs

As you know, I processed all payments for Phase I of the Town's Pinewood Heights Redevelopment Project. As such, it was my responsibility to individually handle and process all of the invoices that came into my office as part of the project. One category of those invoices was the closing costs needed by Mr. William H. Riddick, III, the Town Attorney for Smithfield, in order to close on a property. As a result, I am extremely familiar with the closing costs associated with each Pinewood Heights property.

Let this letter serve as documentation that the average Phase I closing cost per property was \$305 and will be used to estimate the closing costs for Phase II of the Pinewood Heights Redevelopment Project.

If you need any further information, please let me know.

TREASURER'S OFFICE & UTILITY BILLING

310 Institute Street, P.O. Box 246 • Smithfield, VA 23431 • (757) 365-4200 • Fax (757) 365-4286
www.smithfieldva.gov • Local Cable Channel 6

II - 6

**PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT
PROPOSED RELOCATION PROGRAM COST ESTIMATES**

Community Planning Partners, Inc. provided the Town of Smithfield with a cost estimate for budgeting purposes for residential relocation. The Town will be relocating nine (9) owner-occupied households as well as seven (7) tenant-owned households. The Town is proposing to complete the relocation activities with a combination of CDBG and Town capital funds and will closely follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Community Planning Partners has worked with local realtors and developers to become more familiar with the replacement housing cost in the Town of Smithfield and Isle of Wight County.

Based on these contacts, the Town has budgeted approximately \$762,000 for owner-occupied residential relocation payments for the nine (9) units to be relocated. The typical relocation resource that Phase I owners were relocated to was approximately \$150,000. The relocation payment was thus calculated as the \$150,000 relocation resource average less the acquisition cost of the Pinewood Heights unit.

Also based on these contacts, the Town has budgeted approximately \$63,000 for market-rate renter-occupied residential relocation payments for the three (3) units to be relocated. The typical monthly relocation payment that Phase I renters were given was approximately \$500. This can be broken down as such:

| | |
|---|--------------|
| Rental Assistance (3 units @ \$500 average for 42 months) | \$ 63,000.00 |
|---|--------------|

Finally, since the rent of Section 8 tenants is based on the maximum amount they are able to pay given their income, each household will continue to contribute what they pay now in rent. Thus, no relocation payments are given to Section 8 tenants.

March 1, 2011

Mr. Peter M. Stephenson
Town Manager
Town of Smithfield
310 Institute Street
Smithfield, VA 23431

Dear Mr. Stephenson:

My office administers the Section 8 Housing Voucher Program for Isle of Wight County including the Town of Smithfield. I have been involved in the planning study for the Pinewood Heights neighborhood prior to the implementation of both Phase I and Phase II and I am fully supportive of the Town's proposed actions to acquire properties, relocate residents, and clear Pinewood Heights as it is an unsuitable living environment considering the surrounding industrial uses.

During the Phase II planning phase my office identified three (3) clients receiving rental assistance through the Section 8 program. The units are targeted for acquisition and the renters would be included in the relocation workload. As you know the rental assistance vouchers are tied to the applicant and not the unit. As long as the households maintain their income eligibility status my office is committed to assisting them in moving to decent, safe, and sanitary housing owned by a landlord wishing to participate in the Section 8 program. The County is well served by such property owners and at this time I do not foresee finding relocation resources a problem for these households. Once the households are displaced they will be required to move and enter into new leases and housing assistance payment agreements within four months.

Currently the VHDA contribution for the units leased in Phase II of Pinewood Heights includes:

| | |
|-------------------|--------------------------------|
| 39 Carver Avenue | \$500 |
| 42 Carver Avenue | \$500 |
| 110 Carver Avenue | <u>\$500</u> |
| | \$1,500 x 42 months = \$63,000 |

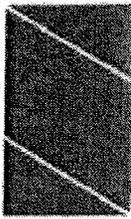
I understand the Town is required to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act which requires assistance to continue for a 42 month period for tenant households. In relation to the total VHDA contribution of \$1,500 a month, this translates to \$63,000 if the contributions are like amounts over the full 42 month period. Again, our office will be working with the displaced households and providing rental assistance as long as the household complies with the program requirements and the County is receiving this funding.

Our office is supportive of actions taken to improve the living conditions of our clients either by existing landlords or one of our participating jurisdictions. Please let me know if I can provide any additional information for inclusion in the Town's funding application.

Sincerely,

A handwritten signature in cursive script that reads "Lanna C. DeVites". The signature is written in black ink and is positioned above the printed name and title.

Lanna C. DeVites
Housing Director



SOUTHEASTERN TIDEWATER OPPORTUNITY PROJECT of Hampton Roads

2551 ALMEDA AVENUE • NORFOLK, VIRGINIA 23513 • (757) 858-1388 • FAX (757) 858-1388

Helping People Strengthen Their Communities and Improve Their Lives

March 24, 2011

Mr. Brian Regan
Community Planning Partners, Inc
2201 West Broad Street, Suite 204
Richmond, Virginia 23220

Dear Mr. Regan:

Per our conversation, please find the information requested regarding the Pittman family who currently reside at 43 Carver Avenue, Smithfield, Virginia 23430 (Pinewood Heights). The Pittman family has applied for home rehabilitation assistance through the Isle of Wight County's HOME Program. Please see estimated costs below:

- | | |
|--------------------|-------------|
| • New Construction | \$75,000.00 |
| • Demolition | \$4,800.00 |
| • Septic | \$10,000.00 |

If you have any questions or need anything further, please do not hesitate to contact me at 757-858-1388.

Sincerely,

Tyrone E. Sessoms, Sr.

Tyrone E. Sessoms, Sr., Vice-President
Department of Housing and Economic Development

**PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT
FIXED MOVING COST ESTIMATES**

As part of Phase II's residential relocation program, the Town of Smithfield will provide each household with a moving payment. Every single household in Phase I opted for the fixed moving payment rather than the reimbursement method, so it is assumed all Phase II households will do the same. According to the current U.S. Department of Transportation – Federal Highway Administration Fixed Residential Moving Cost Schedule (effective August 22, 2008), the fixed moving payment for a household with six (6) rooms of furniture is \$1,550. Since the Schedule is updated approximately every three (3) years, an increase in moving costs is imminent and necessary. Prior to 2008, the last time the Schedule was updated was June 2005 and the moving payment for a household with six (6) rooms of furniture was \$1,250. Subsequently, the Town will add an additional \$300 (the amount of the previous increase) to each household's moving cost in anticipation of the looming increase. The Town is proposing to fund the moving activities with Town capital funds. The breakdown of properties is as such:

| | |
|--|--------------|
| Moving Expenses (16 units @ \$1,850 average) | \$ 29,600.00 |
|--|--------------|

| | | | | | | | | | | | |
|----------------|-----|-----|------|------|------|------|------|------|-----|-----|-----|
| Utah | 495 | 630 | 775 | 910 | 1045 | 1205 | 1340 | 1475 | 135 | 325 | 55 |
| Vermont | 400 | 550 | 650 | 850 | 1000 | 1100 | 1200 | 1300 | 150 | 300 | 75 |
| Virgin Islands | 500 | 700 | 850 | 950 | 1150 | 1300 | 1450 | 1600 | 150 | 425 | 100 |
| Virginia | 550 | 750 | 950 | 1150 | 1350 | 1550 | 1750 | 1950 | 200 | 350 | 75 |
| Washington | 600 | 800 | 1000 | 1200 | 1400 | 1600 | 1800 | 2000 | 200 | 300 | 50 |
| West Virginia | 600 | 750 | 900 | 1050 | 1200 | 1350 | 1500 | 1650 | 200 | 300 | 50 |
| Wisconsin | 450 | 600 | 750 | 900 | 1050 | 1200 | 1350 | 1500 | 150 | 350 | 50 |
| Wyoming | 450 | 550 | 700 | 850 | 1000 | 1100 | 1300 | 1400 | 150 | 300 | 50 |

Archive

June 2005 Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended

To provide Feedback, Suggestions or Comments for this page contact Marshall Wainright marshall.wainright@dot.gov or Carolyn James carolyn.james@dot.gov

[FHWA Home](#) | [HEP Home](#) | [Feedback](#)



United States Department of Transportation - **Federal Highway Administration**

Moody's/A.V.E.S.
All Virginia Environmental Solutions, Inc.
P.O. Box 953
Smithfield, VA 23431
(757) 357-9997 & (757) 357-7895 ph.
(757) 357-9911 fx.

March 1, 2011

Mr. Peter M. Stephenson, AICP, ICMA-CM
Town Manager
Town of Smithfield
310 Institute Street
Smithfield, Virginia 23431

RE: Phase II Demolition Cost Estimate

Dear Mr. Stephenson:

I am happy to hear that the Town of Smithfield is moving forward with Phase II of the Pinewood Heights Redevelopment Project. As the procured demolition contractor of Phase I – Multi-Year 2 of the project, I am extremely familiar with the neighborhood as well as the type and condition of the duplexes located there.

With that in mind, it is my estimate that it would cost \$5,800 to complete the demolition of a full duplex unit.

If you have any questions or need additional information pertaining to the demolition, please call me at (757) 328-3411.

Sincerely,



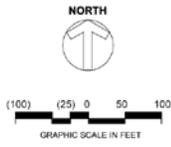
S. Dawson Moody
President

PROJECT BUDGET
CIG # 11-10 MULTI-YEAR 1
PINEWOOD HEIGHTS PHASE II REDEVELOPMENT PROJECT
February 28, 2012

| | IDIS # | TOTAL BUDGET | CDBG BUDGET | Non-CDBG BUDGET | Non-CDBG SOURCE |
|--------------------------------------|--------|---------------------|-------------------|--------------------|--------------------|
| ADMINISTRATION | | | | | |
| Precontract/ERR | | 6,000.00 | 0.00 | 6,000.00 | Town |
| Management Assistance | | 24,000.00 | 0.00 | 24,000.00 | Town |
| Monitoring/Closeout | | 3,000.00 | 0.00 | 3,000.00 | Town |
| Subtotal | | 33,000.00 | 0.00 | 33,000.00 | |
| ACQUISITION | | | | | |
| Acquire Improvements/Land | | | | | |
| 6 Owner-Occupied Units | | 352,800.00 | 352,800.00 | 0.00 | |
| 4 Renter-Occupied Units | | 321,085.00 | 0.00 | 321,085.00 | Town |
| Appraisal (10 @ \$250 each) | | 2,500.00 | 0.00 | 2,500.00 | Town |
| Legal (10 @ \$712 each avg.) | | 7,120.00 | 0.00 | 7,120.00 | Town |
| Closing Costs (10 @ \$305 each avg.) | | 3,050.00 | 0.00 | 3,050.00 | Town |
| Acquisition Specialist | | 15,000.00 | 0.00 | 15,000.00 | Town |
| Subtotal | | 701,555.00 | 352,800.00 | 348,755.00 | |
| PERMANENT RELOCATION | | | | | |
| Rental Relocation (10 units) | | | | | |
| 6 Owner-Occupied Units | | 502,920.00 | 271,920.00 | 231,000.00 | Town |
| 4 Renter-Occupied Units | | 151,500.00 | 0.00 | 151,500.00 | Town; County; STOP |
| Moving Costs | | 18,500.00 | 0.00 | 18,500.00 | Town |
| Relocation Specialist | | 15,000.00 | 0.00 | 15,000.00 | Town |
| Subtotal | | 687,920.00 | 271,920.00 | 416,000.00 | |
| CLEARANCE & DEMOLITION | | | | | |
| 5 Duplexes @ \$5,800 each | | 29,000.00 | 0.00 | 29,000.00 | Town |
| Subtotal | | 29,000.00 | 0.00 | 29,000.00 | |
| TOTAL | | 1,451,475.00 | 624,720.00 | 826,755.00 | |

PROPERTY PRIORITIZATION
Pinewood Heights Phase II Redevelopment Project
Town of Smithfield, Virginia

- LEGEND
- PHASE II AREA BOUNDARY
 - MULTI-YEAR 1 PROPERTIES
 - MULTI-YEAR 2 PROPERTIES



March, 2012
COMMUNITY PLANNING PARTNERS, INC



Robert F. McDonnell
Governor

James S. Cheng
Secretary of Commerce
and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

William C. Shelton
Director

March 22, 2012

Mr. Peter M. Stephenson, AICP, ICMA-CM
Town Manager
Town of Smithfield
Post Office Box 246
Smithfield, Virginia 23431

RE: Community Improvement Grant #11-10, MY I
Pinewood Heights Phase 2 Redevelopment Project
Contract Execution

Dear Mr. Stephenson:

We have completed all steps necessary for the execution of your Community Development Block Grant (CDBG) contract.

Enclosed are two signed originals of the contract. Please sign both originals and return one original to me. You will note a notary public must notarize your signature. Also, please note that there are two copies of assurances which require your signature.

Thank you for your cooperation, and we look forward to working with you during implementation of this project.

Sincerely,

A handwritten signature in cursive script that reads "Denise H. Ambrose".

Denise H. Ambrose
Associate Director

cc: Ellen Minga, Town of Smithfield
Brian Reagan, Community Planning Partners, Inc.
Elizabeth Boehringer, DHCD
03-03/REV11-07

Partners for Better Communities



www.dhcd.virginia.gov

CONTRACT #11-10 MY-I

AGREEMENT

This AGREEMENT, entered into as of this **21st day of March, 2012**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and the **Town of Smithfield**, Virginia, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of COMMUNITY IMPROVEMENT GRANTS (CIG) according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Community Improvement Grant Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for Community Improvement Grant funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed **\$624,720.00 (Six hundred twenty-four thousand, seven hundred twenty dollars and no cents)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its COMMUNITY IMPROVEMENT GRANT.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CIG Proposal).

PROJECT TITLE: Pinewood Heights Phase 2 Redevelopment Project – MY-1

OUTCOMES: Improving the living conditions of **16** Total households (**10** total households during MY-1 of Phase 2) of which **15** are LMI households (**9** LMI households during MY-1) through the provision of acquisition and permanent relocation assistance.

BENEFITS: **43** total persons served (**30** persons during MY-1 of the project); **39** low- and moderate-income (LMI) persons (**27** LMI persons during MY-1 of the project.)

PRODUCT(S):

- A. Acquisition of nine (9) owner-occupied building units, of which six (6) will be done with CDBG funds in MY-1.
- B. Acquisition of seven (7) tenant-occupied building units, of which four (4) will be done with local funds in MY-1.
- C. Acquisition of two (2) vacant lots, of which zero (0) will be done with local funds in MY-1.
- D. Permanent relocation assistance for nine (9) owner households, of which four (4) will be done with CDBG funds and two (2) will be done with local funds in MY-1.
- E. Permanent relocation assistance for three (3) market-rate tenant households, of which two (2) will be done with local funds in MY-1.
- F. Permanent relocation assistance for four (4) Section 8 households, of which two (2) will be done with local funds in MY-1.
- G. Demolition of sixteen (16) substandard building units, of which ten (10) will be done with local funds during MY-1.
- H. Clearance of all junk, debris, weeds, inoperable vehicles and dilapidated structures from the project area.

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to the Department of Housing and Community Development and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **March 21, 2012**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **twenty-four (24)** months of the execution of this AGREEMENT, or more specifically on or before **March 20, 2014**. If the PRODUCTS are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
 - A. GRANTEE'S CIG Proposal (including revisions);
 - B. AGREEMENT;
 - C. SPECIAL CONDITIONS;
 - D. GENERAL CONDITIONS;
 - E. ASSURANCES;
 - F. AMENDMENTS;
 - G. CIG GRANT MANAGEMENT MANUAL (Those items specified as being required);
 - H. CIG CONTRACT NEGOTIATION RECORD;
 - I. PROJECT MANAGEMENT PLAN;
 - J. PROGRAM INCOME PLAN; and
 - K. ANY PROJECT SPECIFIC PLANS AND/OR PROGRAM DESIGN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: *Lisa A. Atkinson* DATE: 3-29-2012
Lisa. A. Atkinson, Deputy Director

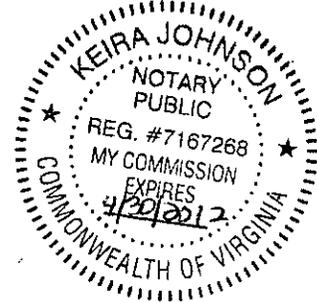
City of Richmond,
Commonwealth of Virginia

I do certify that Lisa A. Atkinson personally appeared before me and made oath that she is Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: April 30, 2012.

Given under my hand this 29th day of March, 2012.

Keira A. Johnson 7167268
Notary Public Registration Number



TOWN OF SMITHFIELD
VIRGINIA

BY: _____ DATE: _____
Peter M. Stephenson, Town Manager

City/County/Town of _____,
Commonwealth of Virginia

I do certify that Peter M. Stephenson personally appeared before me and made oath that he is Town Manager of the Town of Smithfield, Virginia and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 2012.

Notary Public Registration Number

SPECIAL CONDITIONS

1. Prior authorization to incur eligible administrative cost prior to the date of this contract, March 21, 2012, has not been granted to this project.
2. If the Town completes the acquisition of ten (10) lots and the relocation of ten (10) households within 18 months of the date of this contract, DHCD will offer an additional \$375,280 for MY-II of this project, which will be an eighteen (18) month contract. Prior to the award of the MY-II contract, the availability of non-CDBG funds for MY-II will be confirmed.
3. A total of \$826,755.00 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

| | MY-1 | MY-2 | TOTAL |
|-----------------------------|------------------|------------------|--------------------|
| County (Section 8 Vouchers) | \$ 21,000 | \$ 42,000 | \$ 63,000 |
| HOME (STOP) | \$ 89,800 | \$ 0 | \$ 89,800 |
| <u>Local</u> | <u>\$717,955</u> | <u>\$498,751</u> | <u>\$1,214,706</u> |
| TOTAL | \$828,755 | \$540,751 | \$1,367,506 |

These funds shall be expended prior to or in proportion to Community Improvement Grant Funds within the budget, per activity.

Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each monthly report and at project closeout.

4. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
5. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
6. Monthly progress reports must be submitted to DHCD by the 15th of each month. These reports must document funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
7. DHCD reserves the right to receive additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.
8. The GRANTEE must maintain an effective filing system at the GRANTEE'S office. The criteria for an effective filing system require the files be coded, complete, accurate, organized, easy to use, timely, accessible and secure.

9. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff, including the Finance Manager and his/her designated backup, attends all relevant DHCD training.
10. The GRANTEE will ensure that the Finance Manager is given a copy of the financial chapter of the *2011 Grant Management Manual* and the DHCD-approved Program Income Plan and the Grant Manager is given copies of all necessary financial paperwork, including copies of the invoices and pre-numbered checks.
11. The GRANTEE'S Program Management Plan, Property Acquisition Plan, Residential Relocation Assistance Plan, Property Disposition Plan, and Phase 2-MY1 Project Budget have been submitted for DHCD's review and concurrence. If changes are required, the revised document (s) must be resubmitted before the submission of the first drawdown request for administrative costs.
12. The GRANTEE will ensure that the Acquisition and Relocation Specialist is given a copy of the DHCD-approved Residential Relocation Assistance Plan.
13. Along with a draw down request for relocation assistance funds, the GRANTEE must submit the associated Individual Household Calculations for Relocation Assistance for review and concurrence.
14. The GRANTEE has DHCD's permission to use the services of the Isle of Wight County Commissioner of Revenue to conduct any necessary review appraisals under the following conditions:
 - A. Only one desk review may be conducted per property without the prior approval of DHCD;
 - B. If the Commissioner challenges the fair market value determination, DHCD must be notified within five working days of the situation;
 - C. If the initial fair market value determination is greater than \$150,000, DHCD must be notified within five working days as it reserves the right to require the Commissioner to conduct a field review;
 - D. Along with the drawdown request for the associated acquisition costs, the GRANTEE must submit copies of the review appraisal and the US HUD Settlement Statement; and
 - E. DHCD reserves the right to withdraw this waiver at any future date, to become responsible for the review appraisals, and to invoice the GRANTEE for the review appraiser's fee as a CDBG eligible cost.
15. The GRANTEE will ensure that the Commissioner of Revenue is given a copy of the DHCD-approved Property Acquisition Plan.