



January 24, 2020

**TO: SMITHFIELD TOWN COUNCIL**

**FROM: SANFORD B. WANNER  
INTERIM TOWN MANAGER**

**SUBJECT: JANUARY 2020 COMMITTEE MEETINGS WILL BE HELD AT THE  
SMITHFIELD CENTER LOCATED AT 220 NORTH CHURCH STREET,  
SMITHFIELD, VA**

**MONDAY, JANUARY 27<sup>TH</sup>, 2020 @ 3:00 p.m.**

**Public Safety**

**Members: Tynes (CH), Hall, Haywood**

1. Public Comment
2. Operational Updates:
  - a. Smithfield Police Department
  - b. Smithfield Volunteer Fire Department
  - c. Isle of Wight Volunteer Rescue Squad

**Immediately following the conclusion of the above meeting:**

**Water and Sewer**

**Members: Smith (CH), Pack, Tynes**

- TAB # 1**
1. Public Comment
  2. Mechanical, Electrical and Utilities Contract Award  
[Jessie Snead, Superintendent of Public Works](#)

**Immediately following the conclusion of the above meeting:**

**Finance**

**Members: Pack (CH), Smith, Butler**

- TAB # 2**
1. Public Comment
  2. Updated Procurement Policy  
[Sanford Wanner, Interim Town Manager](#)
- TAB # 3**
3. December Cash Balances / VML Investment Pool Update  
[Ellen Minga, Town Treasurer](#)
- TAB # 4**
4. Invoices Over \$10,000 Requiring Council Authorization:
    - a. Blair Brothers Inc. – Right Turn Lane Project - pay app # 5      \$ 33,096.03

- b. Blair Brothers Inc. – Right Turn Lane Project – pay app # 6 \$ 74,179.80
- c. Prism Contractors & Engineers – TC approved 10-1-2019 \$ 31,942.25
- d. REW Corporation – RO Plant Bypass pump & Piping Installed \$ 48,500.00
- e. Robinson Farmer Cox Associates, PLLC - Audit Firm \$ 26,500.00
- f. YMCA – Budgeted Annual Contribution \$ 50,000.00

**TAB # 5**

- 5. Amendment to Fixed Asset Policy  
[Ellen Minga, Town Treasurer](#)
- 6. Closed Session for Discussion of Personnel Matters Pursuant to 2.2-3711 (A)(1) of the Code of Virginia

**TUESDAY, JANUARY 28<sup>TH</sup>, 2020 @ 3:00 p.m.**

**Parks and Recreation**

**Members: Hall (CH), Butler, Haywood**

**TAB # 6**

- 1. Public Comment
- 2. Introduction of New Employee, Chrystalyn Brown
- 3. Operational Update – Committee Report  
[Amy Novak, Director of Parks and Recreation](#)

**TAB # 7**

- 4. Paint the Town Purple – Relay for Life Event, Saturday, May 2<sup>nd</sup>, 2020  
[Amy Novak, Director of Parks and Recreation](#)

**TAB # 8**

- 5. Windsor Castle Park Living Shoreline Presentation by James River Association

**Immediately following the conclusion of the above meeting:**

**Public Works**

**Members: Haywood (CH), Smith, Tynes**

- 1. Public Comment

**Immediately following the conclusion of the above meeting:**

**Public Buildings & Welfare**

**Members: Butler (CH), Hall, Pack**

- 1. Public Comment

---

**\*\*\* Additional Items Not Listed on Committee but will be on Council’s February 4<sup>th</sup>, Agenda\*\*\***

- Resolution of Appreciation – Bill Davidson
  - Presentation by Smithfield Students of the Governor’s School for the Arts
  - Windsor Castle Restoration Project Update
-

**WATER AND SEWER  
COMMITTEE**

# MEMO

**TO:** Smithfield Town Council – Water and Sewer Committee

**FROM:** Jessie Snead, Superintendent of Public Works

**DATE:** January 27, 2020

**RE:** Mechanical, Electrical, and Utility Services Contract

---

The Town of Smithfield requested proposals for interested contractors to provide mechanical, electrical and utility services under a three (3) year contract. In response to our advertised RFP, the town received four (4) proposals from the following contractors:

REW Corporation	Portsmouth, VA
All First, LLC	Suffolk, VA
Shaw Construction Company	Yorktown, VA
Best Repairs	Norfolk, VA

The scope of work for this contract will include but not limited to the following type of work:

- Replace check valves, valves, pumps, piping as well as repair or replace force mains
- Ability to troubleshoot and maintain SCADA system and Water Treatment Plant instruments and controls
- Ability to rebuild pump stations from the ground up
- Ability to calibrate and maintain flow instruments and perform calibrations on various flow meters

Staff thoroughly reviewed all proposals including the specified evaluation criteria included in the RFP as required by the Virginia Public Procurement Act. By consensus of the evaluation team, it has been determined that All First LLC is clearly the more qualified firm based upon the evaluation criteria published in the RFP. They have references from employees that confirms that they have the knowledge and experience to do the work required at a reasonable cost to the town. Therefore, the Town of Smithfield believes that All First, LLC has the experience, dependability and reliability to handle the work proposed. They meet all the Town's criteria as requested in the proposal. Staff recommends awarding the Mechanical, Electrical and Utility Contract to All First, LLC for a term of three (3) years.

**FINANCE  
COMMITTEE**

# Town of Smithfield Purchasing Policy

## **DIVISION 1. – GENERALLY**

### **Section 1.0**

#### Introduction

This policy serves as the Town's procurement laws, policies and procedures. The Town is anxious to meet your procurement needs. If you have any questions that are not answered by this policy or need further clarification, please contact us at:

Town of Smithfield  
Office of Town Manager  
310 Institute Street, PO Box 246  
Smithfield, Virginia 23431  
Telephone: (757) 879-5153  
Or: (757) 365-9017

### **Section 1.1**

#### Procurement Authority

Under the authority of Section 38 b (6) of the Town's Charter, the Town Manager shall serve as the principal purchasing official for the Town and shall assign administrative duties or functions to designated staff as expedient. Except as otherwise provided in this article, no official, elected or appointed, or employee shall purchase, or contract for any goods, services, insurance or construction other than permitted under the provisions of this article.

#### 1. Authority, Responsibilities and Duties of the Town Manager.

Except as provided in the following sections of this chapter, or as other specifically provided by the Town Council, the Town Manager shall have the authority and responsibility to:

- a. Establish regulations and procedures, consistent with this policy, governing the procurement, management, control, and disposal of any and all goods, services, and construction to be procured by the Town;
- b. Have the right to reject any, and all bids or proposals, and to waive any informality if it is determined to be in the best interest of the Town.
- c. To declare all supplies, materials and equipment which are no longer used, or which have become obsolete, worn or scrapped as surplus as appropriate.
- d. Consider and decide matters within the provisions of this policy;

- e. Exercise authority over the award or administration of any particular contract, or over any dispute, claim, or litigation pertaining thereto, with appropriate consultation with the Town's legal counsel as necessary.
- f. Delegate authority, or revoke delegated authority, such authority as may be deemed appropriate to designees or to the head of any department or using Department. Such delegation shall be in writing and shall specify any limits of restriction.

### **Section 1.31.1**

#### **Appointment, General Powers and Duties of the Chief Purchasing Officer**

A Chief Purchasing Officer (CPO) may be appointed by the Town Manager. Such CPO shall be the head of the office of purchasing and shall, under the supervision of the Town Manager, or his designee, have general management and control of the office. The CPO shall have the power and it shall be his duty to:

1. Endeavor to obtain as full and open competition as possible on all purchases and sales.
2. Establish and amend, when necessary, such procedures and rules as he deems necessary for the internal management and operation of the office of purchasing.
3. Assist departments to discover vendor's catalogs or contact information to obtain needed products, commodities, etc., including any available discounts that may be available.
4. Assist Town staff in identifying responsible prospective suppliers, including small businesses and businesses owned by women and minorities. Encourage vendors who have requested their names to be included on a bidder's list to register with the Commonwealth's eVA site. Remove prospective bidders from such list when the public interest will be served thereby.
5. Exploit the possibilities of buying "in bulk" so to take full advantage of discounts.
6. Disqualify vendors who default on their quotations, or who fail to perform on a contract, from receiving any award for new contracts for the Town.
7. Participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with other public bodies, or public agencies or institutions or localities of the several states, territories of the United States or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for certain contracts identified in Section §2.1-4304.A of the Code of Virginia, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. In entering into a cooperative procurement agreement with a City, Town or County whose governing body

has adopted alternative policies and procedures pursuant to the Virginia Public Procurement Act (VPPA), the CPO shall comply with said alternative policies and procedures so adopted by said governing body of such City, Town, or County as designated in the cooperative agreement.

8. Standardize and establish specifications to reduce commodities to a minimum and assure the quality of goods.
9. Award contracts within the purview of this article.

## **Section 1.32**

### **Definitions**

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless a different meaning clearly appears from the context:

1. **Affiliate.** Means an individual or business that controls, is controlled by, or is under common control with another individual or business. A person controls an entity if the person owns, directly or indirectly, more than 10 percent of the voting securities of the entity. For the purposes of this definition “voting security” means a security that (i) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (ii) is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. A general partnership interest shall be deemed to be a voting security.
2. **Best value.** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
3. **Brand name specification.** A specification limited to one (1) or more items by manufacturers' names or catalogue numbers.
4. **Business.** Means any type of corporation, partnership, Limited Liability Company, association, or sole proprietorship operated for profit.
5. **Town Council.** The Council of the Town of Smithfield, VA.
6. **Competitive negotiation.** A method of contractor selection utilizing a written request for proposal, followed by discussions with responsive, responsible offerors.
7. **Competitive sealed bidding.** A method of contractor selection utilizing a written invitation to bid, public opening and announcement of all bids received, evaluation of bids based upon the requirements set forth in the invitation and award to the lowest responsive, responsible bidder.

8. Construction. Building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavating, grading or similar work upon real property.
9. Construction management contract. Means a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.
10. Contract. All types of agreements, regardless of what they may be called, for the procurement of goods, services, insurance or construction.
11. Contractor. Any person having a contract with the Town.
12. Direct or indirect participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or acting in any other similar capacity.
13. Design-build contract. Means a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway, or another item specified in the contract.
14. Employment services organization. An organization that provides employment services to individuals with disabilities that is an approved Commission on the Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Rehabilitative Services.
15. Goods. All material, equipment, supplies, printing and automated data processing hardware and software.
16. Informality. A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid, or the request for proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured and does not give a competitive advantage as a result thereof. Requirements of a solicitation cannot be waived as an informality.
17. Insurance. A contract whereby, for a stipulated consideration, one (1) party undertakes to compensate the other for loss on a specified subject by specified perils.
18. Invitation for bids. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
19. Job Ordering Contracting. A method of procuring construction by establishing a book of unit prices and then obtaining a contractor to perform work as needed using the prices,

quantities, and specifications in the book as the basis of its pricing. The Contractor may be selected through either Competitive Sealed Bidding or Competitive Negotiation depending on the needs of the public body procuring construction services. Professional Services must be procured by Competitive Negotiations as defined in this section. A minimum amount of work may be specified in the contract. The contract term and the project amount shall not exceed the limitations specified in §2.2-4303., Code of Virginia.

20. **Minority-owned business.** A business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university as defined in Code of Virginia, § 2.1-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
21. **Multiphase professional services contract.** A contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.
22. **Nominal value.** So small, slight or the like, in comparison to what might properly be expected, as scarcely to be entitled to the name, but in no case to be more than twenty dollars (\$20.00).
23. **Nonprofessional services.** Any services not specifically identified as professional services.
24. **Potential bidder or offeror,** for the purposes of Division 5, Appeals and Remedies for bid protests, means a person who, at the time a public body negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under the contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.
25. **Professional services.** Work performed by an independent contractor within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.
26. **Person.** Any corporation, partnership, business, individual, union, committee, club, other organization or group of individuals

27. Public contract. An agreement between the Town and a nongovernmental source that is enforceable in a court of law.
28. Chief Purchasing Officer. The person appointed as Chief Purchasing Officer (CPO) of the Town of Smithfield, or his designee. The CPO shall be the head of the office of purchasing.
29. Request for proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
30. Responsible bidder or offeror. A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability as demonstrated by previous experience, which will assure good faith performance and who has been prequalified, if required
31. Responsive bidder. A person who has submitted a bid which conforms in all material respects to the invitation to bid
32. Services. Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials or the rental of equipment, materials and supplies.
33. Service-disabled veteran business. A business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.
34. Small business. A business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.
35. Specification. Any description of the physical or functional characteristics or of the nature of a good, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a good, service or construction item for delivery.
36. SWaM business. Means a small, women-owned, minority-owned, or service-disabled veteran-owned business or an employment services organization.
37. Virginia Public Procurement Act (VPPA). The procurement Code passed by the General Assembly governing purchasing by the government to a non-governmental entity. The

mandatory provisions of the act, §2.1-4343.12, include the exemptions set forth in subdivisions 9 through 11, the provisions of subsections C and D of § 2.1-4303, and §§ 2.1-4305, 2.1-4308, 2.1-4311, 2.1-4315, 2.1-4317, 2.1-4330, 2.1-4333 through 2.1-4338, 2.1-4343.1, and 2.1-4367 through 2.1-4377 shall apply. Section §§ 2.2-4343.1 and 2.2-4303.2 shall also apply.

38. Women-owned business. A business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

### **Section 1.32.1**

#### **Requisitions and Estimates from Departments**

All Town departments, either by or with the authorization of the head of the department, shall file with the CPO detailed requisitions or estimates of their requirements in supplies and contractual services in such manner, at such times and for such future periods as the CPO shall prescribe.

### **Section 1.32.2**

#### **Department Reports of Obsolete or Unused Property; Sale, Transfer or Trade of Such Property**

1. All departments shall submit to the CPO at such times and in such form as the CPO shall prescribe reports showing stocks of all supplies, materials and equipment which are no longer used, or which have become obsolete, worn or scrapped. The CPO will seek approval from the Town Manager. Once approved, the CPO may sell such property according to the Standard Operating Procedures approved by the Manager. The CPO may sell the property by competitive bidding, at public auction, or transfer it to other departments or governmental agencies, or may exchange it for or trade it in on new supplies or equipment.
2. All sales of such property, when the estimated value is not expected to exceed fifty thousand dollars (\$50,000.00), may be sold by the CPO in accordance with rules and regulations established by him; these sales need not follow the competitive bidding or public auction process and such property may be sold without newspaper advertisement and without observing the procedures prescribed by divisions 2 and 3 of this article unless the CPO determines that the public interest demands such procedure.

## **Section 1.32.3**

### **Methods of Procurement**

1. All Town contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this article, unless otherwise authorized by law.
2. Professional services, whether for single or term contracts may, but need not, be procured by competitive negotiation when the aggregate or sum of all phases is not expected to exceed eighty thousand dollars (\$80,000.00). Such small purchase procedures shall provide for competition wherever practicable. Professional services shall be procured by competitive negotiation where the cost of the professional service is expected to exceed eighty thousand dollars (\$80,000.00).
3. Upon a written determination made in advance by the CPO that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in Section 1.47.2. The basis for this determination shall be documented in writing.
4. Upon a determination in writing by the CPO that there is only one (1) source practicably available for that to be procured, a contract may be negotiated, and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination.
5. In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The Town shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the public bulletin board and may be listed on the Town's website or in a newspaper of general circulation.
6. Construction shall be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances:
  - a. The construction of highways and any draining, dredging, excavation, grading or similar work upon real property; upon a determination made in advance by the Town and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

- b. By the Town on a fixed price design-build basis or construction management bases as provided in §2.2-4378, et seq.
7. Upon a determination made in advance by the CPO and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interest of the public, such items may be purchased at the auction, including online public auction. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auction.
8. The CPO may provide for incentive contracting that offers a contractor whose bid is accepted, the opportunity to share in any cost savings realized by the locality when the projects costs are reduced by such contractor, without affecting project quality, during the construction of the project. The fee, if any, charged by the project engineer or architect for determining such cost savings shall be paid as a separate cost and shall not be calculated as part of any cost savings. Such provisions, including the percentage of cost sharing, shall be included in the language of the contract or may be added by change order with the agreement of both parties.
9. Public contracts may be awarded on a fixed price, cost reimbursement, a published list price plus or minus a guaranteed percentage, or any other method that best fits procurement in the opinion of the CPO. Caution should be exercised that cost plus a percentage of cost provides incentives for the supplier to increase costs, so this should be avoided whenever reasonable.

#### **Section 1.32.4**

##### **Design Build and Construction Management**

Design-build or construction management contracts authorized.

- A. The Town may enter into a contract for construction on a fixed price or not-to-exceed price construction management or design-build basis but must comply with the requirements of this article.
- B. Prior to making a determination as to the use of construction management or design-build for a specific construction project, the Town shall have in its employ, or under contract, a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise the Town regarding the use of construction management or design-build for the project and (ii) assist the Town with the preparation of the Request for Proposal and the evaluation of such proposals.
- C. A written determination shall be made in advance by the Town that competitive sealed bidding is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request of Proposal and be maintained in the procurement file.

D. The Town shall follow the procedures adopted by the Town Council which includes the following:

- 1) Construction management contracts may be utilized for projects where the project cost is expected to be more than \$10 million;
- 2) Construction management may be utilized on projects where the project cost is expected to be less than \$10 million, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the Town Council. The written approval by the Town Council shall be maintained in the procurement file;
- 3) Public notice of the Request for Proposal (Qualifications) is posted on the Commonwealth's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;
- 4) The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;
- 5) Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the selection of a contractor; the Town may consider the experience of each contractor on comparable projects;
- 6) Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable;
- 7) The procedures all for a two-step competitive negotiation process; and
- 8) Price is a critical basis for award of the contract.

Procedures:

1. While competitive sealed bidding remains the preferred method of construction contracting, the Town Manager, or designate, may enter into a contract for construction based on either a firm fixed price or not-to-exceed price design build basis. The Design-Build process is governed by Sections 2.1-2406, 2.1-4303 and 2.1-4308 of the Code of Virginia which is incorporated into this policy and must be observed by Town Staff wishing to use the Design-Build method.
2. Prior to the issuance of a Design/Build RFP, the Town Manager or his designee shall:
  - a. Obtain the advice of a licensed architect or engineer with professional competence appropriate to the project. Such an advisor may either be an

employee of the Town or an architect/engineer hired specifically to provide the advice and guidance mandated by the Code of Virginia.

- b. Articulate in writing why a design-build or construction management approach is more advantageous than competitive sealed bidding for the project being contemplated;
  - c. Obtain an estimate of the costs to repair, renovate, demolish or erect the project under consideration.
  - d. Determine whether and explain why competitive sealed bidding is not practical or fiscally advantageous; and
  - e. Define the pre-design, design phase, bid phase and/or construction phase services to be performed under the design-build contract,
  - f. Include and define the requirements of the specific construction project relevant to site plans, floor plans, exterior elevations, basic building envelope materials, fire protection, structural, mechanical (HVAC) and electrical systems, and special telecommunications,
  - g. Specify the criteria which will be used in evaluating the proposals,
  - h. Request a firm fixed price or not-to-exceed price proposal based on a cost estimate prepared by a professional engineer or architect.
  - i. Contain or incorporate by reference the applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of Offerors, and
3. Include such other requirements as the Town Manager, or his designee, deems appropriate for the construction project.
  4. The RFP shall request of Offerors only such information as is appropriate for an objective evaluation of all Offerors pursuant to the specified criteria.
  5. The Town Manager, or his designee, shall receive and consider comments concerning specifications or provisions in the RFP prior to the time set for receipt of proposals.
  6. Procurement of construction by the design-build method shall be a two-step competitive negotiation process. The first step, or the initial review of the proposals, shall be of a qualitative nature. This shall include review of preliminary design drawings, outline specifications, technical reports, calculations, permit requirements, vendors' management plan (includes organizational information, resumes of key personnel, Quality Assurance Plan, Safety Plan), schedule, and other data requested in response to the RFP.

7. Based upon the information submitted and any other relevant information which the Town may obtain, a maximum of five (5) Offerors deemed to most closely meet the Town's requirements shall be selected by the Review Committee based on the initial responses.
8. As the second step in the design-build process, the Review Committee shall hold discussions with each of the selected Offerors exercising care to discuss the same owner information with each Offeror.
9. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.
10. Upon completion of the discussions, the Review Committee shall determine whether any changes to proposals should be requested to correct errors or omissions or to clarify ambiguities, or to incorporate project improvements or additional details identified by the Review Board during its review. As required, Offerors may then submit revised technical proposals as well as modifications to their price proposals. The Review Committee will complete its evaluations of the revised proposals.
11. Following a complete review of the proposals, the Review Committee shall make its recommendation to the Town Manager or his designee based upon the criteria included in the RFP. While price shall be considered, it need not be the sole selection factor. Award shall be made to the fully qualified vendor who has been determined to offer best value in response to the RFP and whose price proposal is within the budget ceiling included in the Town's operating and/or capital budgets.
12. The Town shall submit information for post-project evaluation when requested by the Commonwealth of Virginia Design-Build/Construction Management Review Board ("Review Board").
13. The Town Manager or his designee may set forth such additional procedures, not inconsistent with the provisions of this section or the rules and regulations of the Review Board, and consistent with the procedures for the procurement of nonprofessional services through competitive negotiations, as deemed necessary and

appropriate to affect the selection and evaluation of Offerors and the award of design-build and construction management contracts.

Reporting requirements:

14. The Department General Services must report by December 1 of each year to the Governor and the Chairmen of the House Committee on Appropriations, the House Committee on General Laws, the Senate Committee on Finance, and the Senate Committee on General Laws and Technology the following information: (i) the number of projects reviewed pursuant to Articles 2 (§ 2.2-4380) and 3 (§ 2.2-4381) and (ii) for each project (a) the identity of the state public body or covered institution and a description of each such project, (b) the estimated cost of the project at the time of the Department's review, (c) the recommendation made by the Department concerning the proposed procurement method, and (d) the final procurement method used by the state public body or covered institution
15. The Town is subject to the provisions of this chapter and shall report no later than November 1 of each year to the Director of the Division of Purchases and Supplies on all completed capital projects in excess of \$2 million, which report shall include at a minimum (i) the procurement method utilized, (ii) the project budget, (iii) the actual project cost, (iv) the expected timeline, (v) the actual completion time, and (vi) any post-project issues.
16. The Department must consolidate received report data and submit the consolidated data to the Governor and Chairmen of the House Committee on Appropriations and the Senate Committee on Finance by December 1 of each year.

**Section 1.32.5**

**Contracts Authorized under the Public-Private Education Facilities and Infrastructure Act (PPEA) and Public-Private Transportation Act (PPTA)**

The Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”) and Public-Private Transportation Act (the “PPTA”) allows responsible public entities the authority to create public-private partnerships for the development of a wide range of projects for public use if the public entity determines there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. In accordance with the PPEA and PPTA Guidelines (the “Guidelines”) adopted by the Town Council (as they may be amended from time-to-time), the Town Manager or his designee will follow the Guidelines to receive and evaluate proposals submitted pursuant to the PPEA and/or PPTA.

**Section 1.32.6**

**Alternative Method of Procurement; Reverse Auctioning**

1. The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities

used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

2. As used in this section, the term "reverse auctioning" means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders' prices are revealed, and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for electronic bidding.

## **Section 1.33**

### **General Procedure**

- A. The purpose of this article is to enunciate the public policies pertaining to governmental procurement from nongovernmental sources, to include governmental procurement which may or may not result in monetary consideration for either party. This article shall apply whether the consideration is monetary or nonmonetary and regardless of whether the Town, the contractor, or some third party is providing the consideration.
- B. All single or term contracts for goods and services other than professional services when the estimated cost is expected to exceed fifty thousand dollars (\$50,000) shall be purchased from the lowest responsive, responsible bidder, after due notice inviting bids. With written approval of the Town Manager the threshold for formal transactions may be one hundred thousand dollars (\$100,000.) except when otherwise restricted by this policy.
- C. Construction of improvements estimated to cost more than fifty thousand dollars (\$50,000) shall be procured only by competitive sealed bidding. Transportation related improvements estimated to cost more than twenty-five thousand dollars (\$25,000) shall be procured only by competitive sealed bidding.

### **Section 1.33.1**

#### **Open Market Procedure for Purchases of One Hundred Thousand Dollars, or Less**

1. All purchases of goods and services other than professional services, when the estimated value is not expected to exceed fifty thousand dollars (\$50,000.00), may be made in the open market, without newspaper advertisement and without observing the procedures prescribed by divisions 2 and 3 of this article, unless the CPO determines that the public interest demands such procedure. Purchases under this subsection that are expected to exceed five thousand dollars (\$5,000.00) shall require, whenever possible, the informal solicitation of a minimum of four (4) bidders or offerors and shall be awarded to the lowest responsive, responsible bidder in accordance with the standards set forth in section 1.563. Nothing herein shall restrict the CPO from using formal processes for procurements of less than \$50,000. The Town Manager may waive the requirement for

formal solicitations up to one hundred thousand dollars (\$100,000) except when otherwise restricted by the Virginia Public Procurement Act (VPPA).

2. Small purchases in an amount up to, but not exceeding five thousand dollars (\$5,000.00) may be purchased directly by a department in accordance with rules and regulations established by the CPO; these purchases need not follow the competitive bidding process. Maximum limits may be established for each department by the CPO up to, but not exceeding, five thousand dollars (\$5,000.00).
3. In making a purchase under this section, when bidding is required, the CPO may solicit bids by mail, electronic means, telephone, or in person from prospective vendors.

### **Section 1-33.2**

#### **Competitive Bidding State-Aid Projects**

No contract for the construction of any building or for an addition to or improvement of an existing building by the Town for which state funds of not more than fifty-thousand dollars (\$50,000.00) in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under Section §2.1-4303, Code of Virginia. The procedure for the advertising for bids and for letting of the contract shall conform to this article.

#### **Competitive Bidding Federal Projects (Grants)**

The Town shall follow the requirements of 2 C.F.R. § 200.326 and 2 C.F.R Part 200, Appendix II, by inclusion of clauses as required by the Grantor. This may include Davis-Bacon requirements, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, The Stafford Act, Clean Air Act and the Federal Water Pollution Control Act, Byrd Anti-Lobbing Amendment, Debarment and Suspension review, and/or other clauses as may be required.

### **Section 1.33.3**

#### **Contracts or Purchases not to be Subdivided to Avoid Requirements of Article**

No contract or purchase shall be subdivided to avoid the requirements of this article.

### **Section 1.33.4**

#### **Certain Contracts and Expenditures Prohibited**

No officer, department or agency shall, during any budget year, expend or contract to expend any money or incur any liability or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated for that general classification of expenditure. Any contract, verbal or written, made in violation of this policy shall be null and void. Any officer or employee of this Town who shall violate this section shall be guilty of a misdemeanor and, upon conviction, thereof, shall cease to hold his office or

employment. Nothing contained in this section, however, shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease or for services for a period exceeding the budget year in which such contract is made, when such contract is permitted by law.

### **Section 1-33.5**

#### **Permitted Contracts with Certain Religious Organizations; Purpose; Limitations**

1. It is the intent of the Town, in accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, to permit us to enter into contracts with faith-based organizations for the purposes described in this section on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without diminishing the religious freedom of the beneficiaries of assistance provided under this section.
2. For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
3. The Town, in procuring goods or services, or in making disbursements pursuant to this section, shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
4. We shall ensure that all invitations to bid, requests for proposals, contracts, and purchase orders prominently display a nondiscrimination statement indicating that the Town does not discriminate against faith-based organizations.
5. A faith-based organization contracting with the Town of Smithfield (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.
6. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with the Town shall not be spent for religious worship, instruction, or proselytizing; however, this

prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.

7. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.
8. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between the Town and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
9. The Town shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between the Town and a faith-based organization a notice in bold face type that states: "Neither Town's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form."

## **Section 1.34**

### **Emergency Purchases**

1. In case of an emergency which requires immediate purchase of supplies or contractual services, the CPO shall have the authority to secure, by the open market procedure set forth in Section 1.33, at the lowest obtainable price, any supplies or contractual services, regardless of the amount of the expenditure. A full report of the circumstances of an emergency purchase so made shall be filed by the CPO in the contract file.
2. The CPO shall prescribe, by rules and regulations, the procedure under which emergency purchases by heads of departments may be made outside of normal Town business hours.

## **Section 1.34.1**

### **Modification of Contract**

1. No contract which has been approved by the Town Board of Supervisors may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Town Council unless (i) such modifications, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original

amount of the contract, or fifty thousand dollars (\$50,000.00), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the purpose of the contract. Extensions of time to perform a contract may be granted without prior approval of the Town Council provided such extensions involve no increase in cost to the Town. In no event shall the aggregate of all modifications increase the cost of the contract beyond the amount appropriated for the project.

2. The Town may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

### **Section 1.35**

#### **Inspection and Testing of Supplies or Contractual Services**

1. The CPO shall inspect or supervise the inspection of all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.
2. The CPO shall have the authority to authorize departments having the staff and facilities for adequate inspection to inspect all deliveries made to such departments under rules and regulations which the CPO shall prescribe.
3. The CPO shall have the authority to require chemical and physical tests of samples, submitted with bids and samples of deliveries, which are necessary to determine the quality and conformance of such samples with the specifications. In the performance of such tests, the CPO shall have the authority to make use of laboratory facilities of any department of the Town government or any outside laboratory.

### **Section 1-36**

#### **Discrimination Prohibited**

1. In the solicitation or awarding of contracts, the Town shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.
2. For the purposes of this section, "service-disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service; (ii) was discharged or released under conditions other than dishonorable; and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

## **Section 1.36.1**

### **Required Contract Provisions: Unauthorized Aliens; Employment Discrimination by Contractor Prohibited; Drug-Free Workplace to be Maintained by Contractor**

1. The Town shall include in every contract, that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.
2. The Town shall include in every contract of over ten thousand dollars (\$10,000.00) the provisions in subsections (1), (2), and (3) herein:
  - a. During the performance of this contract, the contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The contractor will include the provisions of the foregoing paragraphs a., b. and c. in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.
  - e. During the performance of this contract, the contractor agrees to (i) provide a drugfree workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.
  - f. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor

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

## **Section 1.36.2**

### **Public Inspection of Certain Records**

1. Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.1-3700 et seq., Code of Virginia, 1950, as amended).
2. Cost estimates relating to a proposed procurement transaction prepared by or for the Town shall not be open to public inspection.
3. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the CPO decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
4. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the CPO decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
5. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
6. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to section 1.36.2 shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public.

## **Section 1.36.3**

### **Exemptions**

1. The provisions of divisions 1, 2, 3, 4 and 5 of this article, except for Section 1.33.4, shall not apply to contracts for the printing of ballots, statements of results or other materials essential to the conduct of an election. The provisions of division 6 of this article shall be applicable to such contracts.

2. The following transactions are hereby exempt from the provisions of divisions 1, 2, 3, 4 and 5 of this article, except for Section 1.33:
  - a. Purchases on state contracts, from the state department of corrections and from the state purchasing department warehouse, or from the Sheriff's Association.
  - b. Legal services, law books and supplies for the Town attorney and expert witnesses and other services associated with actual or potential litigation and administrative proceedings.
  - c. Purchases for water, sewer, electric, telephone and other utility services and motor vehicle license plates.
  - d. Purchases for special police work that is certified to the CPO, are needed for undercover police operations. Such non-descriptive writing shall be available for public inspection; however, a description of items bought that is detailed enough to disclose the nature of such operations, or put such operations at risk, is protected.
  - e. Purchases of services or goods: (i) that are performed or produced by persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired; or (ii) that are performed or produced by employment services organizations that offer transitional or supported employment services serving individuals with disabilities.
  - f. In the administration of the public assistance program and the fuel assistance program, goods and personal services may be procured for direct use by the recipients of such programs without competitive sealed bidding or competitive negotiations if the procurement is made for an individual recipient. Contracts for the bulk procurement of goods or services for the use of recipients are not exempted from the requirements of this article.
  - g. The Town may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that the CPO has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

## **Section 1.37**

### **Purchase of Handguns by Retired Officers**

1. The CPO is authorized and directed to allow any full-time sworn law enforcement officer who retires after at least twenty-five (25) years of service to purchase the service handgun issued to him by the Town at a cost of one dollar (\$1.00) for the weapon.
2. Upon retirement of either a K-9 handler or a K-9 dog used in police work, the handler may request to purchase the dog for a fee set as fair and reasonable by the Sheriff. Nothing herein shall require the handler to purchase the animal or require the Town to allow the sale.

## **DIVISION 2. - COMPETITIVE BIDDING**

### **Section 1-39**

#### Prequalification Generally; Prequalification for Construction

1. Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.
2. Any prequalification of prospective contractors for construction shall be pursuant to a prequalification process for construction projects adopted by the Chief Purchasing Officer.

The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. Such form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of Section 1.36.2.

In all instances in which the CPO requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so to allow the procedures set forth in this section to be accomplished.

At least thirty (30) days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the CPO shall advise in writing, each contractor that submitted an application, whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to such contractor shall state the reasons for such denial of prequalification and the factual basis of such reasons.

A decision by the CPO denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision as provided in Section 1.49. The CPO may deny prequalification to any contractor only if he finds one (1) of the following:

1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the public body shall be sufficient to establish the financial ability of such contractor to perform the contract resulting from such procurement;

2. The contractor does not have appropriate experience to perform the construction project in question;
3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten (10) years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Town without good cause. If the Town has not contracted with a contractor in any prior construction contracts, the CPO may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The CPO may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;
5. The contractor or any officer, director, owner, project Manager , procurement Manager or chief financial official thereof has been convicted within the past ten (10) years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of the following portions of the Code of Virginia, 1950, as amended: (i) Article 6, (§ 2.1-4367 et seq.) of Title 2.2, (ii) the Virginia Governmental Frauds Act (§ 18.1-498.1 et seq.) of Title 18.2, (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1, or (iv) any substantially similar law of the United States or another state;
6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and
7. The contractor failed to provide to the CPO in a timely manner any information requested by the CPO relevant to 1 through 6 of this subsection.

## **Section 1-39.1**

### **Use of Brand Names**

Unless otherwise provided in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired; and any article which the CPO in his sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

## **Section 1.40**

### **Notice Inviting Bids**

1. The notice inviting bids referred to in Section 1.40 shall be posted on a public bulletin board at the office of purchasing, or published in a newspaper of general circulation, or both, and may be posted on a website normally used for such postings, at least ten (10) days prior to the date set for the receipt of bids. Such notice shall include a general description of the articles to be purchased, or sold, and shall state where bid forms and specifications may be secured and the time and place for opening bids. Such notice shall state the procedure for the withdrawal of a bid due to error and include a declaration that the Town does not discriminate against faith-based organizations.
2. In addition to the notice referred to in subsection (a) above, the CPO may solicit bids directly from vendors in the business of providing the commodity or service desired.

## **Section 1.40.1**

### **Pre-Bid Conferences**

For complex equipment, supplies, repairs or construction projects, pre-bid conferences with prospective bidders may be called, when deemed necessary, by the CPO.

## **Section 1.40.2**

### **Submission, Opening and Tabulation of Bids**

Bids shall be submitted, sealed, to the CPO and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the public notices, and a tabulation of all bids received shall be available for public inspection. Electronic bids may be received when sent to an email address with controlled access. They shall not be opened except by authorized staff, until the time and place described in the solicitation for public opening.

## **Section 1-40.3. –**

### **Bid evaluation.**

Evaluation of bids shall be based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors and any other criteria such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose, which are helpful in determining acceptability. The Town may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

## **Section 1-40.4.**

### **Withdrawal of Bid Due to Error**

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents, and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of Section 1-36.2.
2. A bidder for a non-construction contract may withdraw his bid from consideration in accordance with the procedures set forth in subsection (a) above.
3. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five (5) percent.
4. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to which the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The CPO shall notify the bidder in writing within five (5) business days of his decision regarding the bidder's request to withdraw its bid. If the CPO denies the withdrawal of a bid under the provisions of this section, he shall state in such notice the reasons for his decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the CPO shall return all work papers and copies thereof that have been submitted by the bidder.

## **Section 1.41**

### **Bid Bonds**

1. Except in cases of emergency, all bids or proposals for non-transportation-related construction contracts in excess of five hundred thousand dollars (\$500,000.00) or transportation-related projects authorized under Article 2 (§ 33.1-208 et seq.) of Chapter 2 of Title 33.2 that are in excess of two hundred fifty thousand dollars (\$250,000.00) and partially or wholly funded by the Commonwealth shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do surety business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five (5%) percent of the amount bid.
2. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.
3. Nothing in this section shall preclude the CPO from requiring bid bonds for construction contracts anticipated to be less than five hundred thousand dollars (\$500,000.00) for non-transportation-related projects or two hundred fifty thousand dollars (\$250,000.00) for transportation-related projects authorized under Article 2, (§ 33.1-208 et seq.) o Chapter 2 of Title 33.2, and partially or wholly funded by the Commonwealth.

## **Section 1.41.1**

### **Bonds for Other than Construction Contracts**

1. At the discretion of the CPO, bidders may be required to submit with their bid a bid bond, or a certified check, in an amount to be determined by the CPO and specified in the invitation to bid, which shall be forfeited to the Town as liquidated damages upon the bidder's failure to execute within ten (10) days a construction contract awarded to him or upon the bidder's failure to furnish any required performance or payment bonds in connection with a contract awarded to him as specified in the request for bids.
2. The CPO may require successful bidders to furnish a performance bond and a payment bond at the expense of the successful bidder, in amounts to be determined by the CPO and specified in the invitation to bid, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded.

## **Section 1.42**

### **Award of Contract to Lowest, Responsive, Responsible Bidder**

The CPO shall award contracts governed by this division to the lowest responsive, responsible bidder. When the terms and conditions for multiple awards are provided in the invitation for bids, awards may be made to more than one (1) bidder. The bid shall include an award statement that clearly explains how the determination of low bidder shall be made. In

determining the lowest responsive, responsible bidder, in addition to price, the CPO shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or service.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.

#### **Section 1.42.1**

##### **Award of Contract to Other than Low Bidder**

When the award of a contract under this division is not given to the lowest bidder, a full and complete statement of the reasons therefore shall be prepared by the CPO and filed with the other records relating to the transaction.

#### **Section 1.42.2**

##### **Bidder Negotiation with Lowest Responsible**

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds the CPO may negotiate with the apparent low bidder to obtain a contract price within available funds.

#### **Section 1.42.4**

##### **Bid Deposits**

When deemed necessary by the CPO, bid deposits shall be prescribed in the public

notices inviting bids. Unsuccessful bidders shall be entitled to the return of the surety where the CPO has required such. A successful bidder shall forfeit any surety required by the CPO upon failure on his part to enter into a contract and provide all required documents within the prescribed time (usually ten (10) days after the award) or, otherwise as set, with the approval of the CPO.

### **Section 1.43**

#### **Cancellation, Rejection of Bids; Waiver of Informalities**

1. An invitation to bid, a request for proposal, any other solicitation, and any and all bids or proposals, and parts thereof, may be modified, cancelled or rejected. The reasons for cancellation or rejection shall be made part of the contract file.
2. The CPO may waive informalities in bids.

### **Section 1.43.1**

#### **Tie Bids**

In the case of a tie bid, after taking into consideration cash discounts for early payment, if any, preference shall be given to goods produced in Smithfield or in Isle of Wight County, goods or services or construction provided by Smithfield or by Isle of Wight persons; otherwise to a Virginia person; if no such choices are available, then the tie shall be decided by lot.

### **Section 1.44**

#### **Performance and Payment Bonds**

1. Upon the award of any (i) public construction contract exceeding five hundred thousand dollars (\$500,000.00) awarded to any prime contractor, or (ii) construction contract exceeding five hundred thousand dollars (\$500,000.00) awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned by the Town, such contractor shall furnish to the Town the following bonds:
  - a. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.
  - b. A payment bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

2. Each of such bonds shall be executed by one (1) or more surety companies selected by the contractor which are legally authorized to do surety business in Virginia.
3. Such bonds shall be payable to the Town of Smithfield. Each of the bonds shall be filed with the Town of Smithfield, or a designated officer or official thereof.
4. Nothing in this section shall preclude the CPO from requiring payment or performance bonds for construction contracts for one hundred thousand dollars (\$100,000.00) or less.
5. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor, conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

### **Section 1-44.1**

#### **Action on Performance Bond**

No action against the surety on a performance bond shall be brought unless within one (1) year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

### **Section 1-44.2**

#### **Actions on Payment Bonds**

1. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
2. Any claimant who has a direct contractual relationship with any subcontractor from whom the contractor has not required a subcontractor payment bond under Section 1.565.2 but who has no contractual relationship, express or implied, with such contractor, may bring an action on the contractor's payment bond only if he has given written notice to such contractor within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Any claimant who has a direct contractual relationship with a subcontractor from whom the contractor has required a subcontractor payment bond under Section 1.44, but who has no contractual relationship, express or implied, with such contractor, may bring an action on

the subcontractor's payment bond. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainage with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this subsection.

3. Any action on a payment bond must be brought within one (1) year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

### **Section 1-44.3**

#### **Alternative Forms of Security**

1. In lieu of a bid, payment or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.
2. If approved by the Town attorney, a bidder may furnish a bank or savings and loan association's irrevocable letter of credit on certain designated funds in the face amount required for the bid bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Town at least equivalent to a corporate surety's bond.

### **Section 1.44.4**

#### **Construction Contract Provisions Barring Damages for Unreasonable Delays Declared Void**

1. Any provision contained in any public contract for construction entered into on or after July 1, 1991, that purports to waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay in performing such contract, either on his behalf or on behalf of his subcontractor if and to the extent such delay is caused by acts or omissions of the Town, its agents or employees and due to causes within their control is against public policy and is void and unenforceable.
2. Subsection (a) shall not be construed to render void any provision of a public contract for construction that:
3. Allows the Town to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractors, agents or employees;
4. Requires notice of any delay by the party claiming the delay;
5. Provides for liquidated damages for delay; or
6. Provides for arbitration or any other procedure designed to settle contract disputes.

7. A contractor making a claim against the Town for costs or damages due to the alleged delaying of the contractor in the performance of its work under any public contract for construction shall be liable to the Town and shall pay it for a percentage of all costs incurred by the Town in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.
8. If the Town denies a contractor's claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public contract for construction, it shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the Town shall be equal to the percentage of the contractor's total delay claim for which the Town's denial is determined through litigation or arbitration to have been made in bad faith.

## **Section 1.45**

### **Retainage on Construction Contracts**

1. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five (95) percent of the earned sum when payment is due, with not more than five (5) percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.
2. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

## **Section 1.45.1**

### **Deposit of Certain Retained Funds on Certain Contracts; Penalty for Failure to Timely Complete**

1. Commencing January 1, 1990, the Town, when contracting directly with contractors for public contracts of two hundred thousand dollars (\$200,000.00), or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, shall include in the bid proposal an option for the contractor to use an escrow account procedure for utilization of the Town's retainage funds by so indicating in the space provided in the proposal documents. In the event the contractor elects to use the escrow account procedure, the "escrow agreement" form included in the bid proposal and contract shall be executed and submitted to the Town within fifteen (15) calendar days after notification. If the "escrow agreement" form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

2. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an "escrow agreement" form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The "escrow agreement" and all regulations promulgated by the Town entering into the contract shall be substantially the same as those used by the Commonwealth of Virginia Department of Transportation.
3. This section shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.
4. Any such public contract for construction with the Town, which includes payment of interest on retained funds, may require a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.
5. Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

#### **Section 1.45.2**

##### **Multi-Term Contracts**

1. Unless otherwise provided by law, a contract for goods, services or insurance may be entered into for any period of time deemed to be in the best interest of the Town provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.
2. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be void.

## **DIVISION 3. - COMPETITIVE NEGOTIATION**

### **Section 1.46**

#### **Competitive Negotiation Generally**

Competitive negotiation is a method of source selection which involves individual discussions between the Town and the Offeror on the basis of responses received to the Town's Request for Proposals. The source selection methods of competitive negotiation incorporate Sections 1.36.2, 1.39, 1.39.1 and 1.40, 1.54.4 and 1.57, in addition to the provisions of this division.

### **Section 1.46.1**

#### **Request for Proposals**

A request for proposals shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors, and indicating whether a numerical scoring system will be used in evaluating the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals

### **Section 1.46.2**

#### **Public Notice**

Public notice shall be given at least ten (10) days prior to the date set for receipt of proposals, by posting on a public bulletin board at the office of purchasing, and on the General Service's central electronic procurement website, or other appropriate websites as desired. Public notice may also be published in a newspaper or newspapers of general circulation in the area in which the contract is to be performed. Public notice on the General Service website is required in instances where the Town determines not to use newspaper advertisement. This is to insure reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the request.

### **Section 1.46.3**

#### **Receipt of Proposals**

No proposals shall be handled so to permit disclosure of the identity of any offeror or the contents of any proposal during the process of negotiation.

### **Section 1.46.4**

#### **Evaluation Factors**

The request for proposals shall state the relative importance of price and other evaluation factors.

The request for proposal shall include the specifics of the any particular scoring system that will be used to rank and select qualifying proposals.

### **Section 1.46.5**

#### **Discussion with Responsible Offerors and Revision of Proposals**

As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to the solicitation. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

### **Section 1.47**

#### **Award**

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to more than one (1) offeror.

### **Section 1.47.1 –**

#### **Contracting for Professional Services**

1. Competitive negotiation procedure. The CPO shall engage in individual discussions with all offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. The request for proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. These discussions may encompass nonbinding estimates of total project costs, including where appropriate, design, construction, and life-cycle costs. Methods to be utilized in arriving at price for services may also be discussed. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exception to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132, until after the qualified offerors are ranked for negotiations. At the conclusion of discussions, outlined herein, on the basis of evaluation factors published in the request for proposals and all information developed in the selection process to this

point, the CPO shall select in the order of preference two (2) or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the CPO determine in writing and in his sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Once formally terminated, negotiations may not be reopened with any offeror.

2. Multiphase professional services contracts satisfactory and advantageous to the Town for environmental, location, design and inspection work regarding construction infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering any such contract, the Town shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the Town require awarding the contract.
3. Contracting for multiple projects. A contract for architectural or professional engineering services relating to construction projects may be negotiated by the Town, for multiple projects provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the request for proposals, and (iii) the contract term is limited to one (1) year or when the cumulative total project fees reach the maximum cost authorized in this paragraph, whichever occurs first. Such a contract may be renewable for four (4) additional one-year terms at the option of the Town. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed; (b) the sum of all projects performed in one (1) contract term shall not exceed seven hundred fifty thousand dollars (\$750,000); and (c) the project fee of any single project shall not exceed one hundred fifty thousand dollars (\$150,000.00), or five hundred thousand dollars (\$500,000) per contract term. Any unused amounts from the first contract term shall not be carried forward to the additional term. Competitive negotiations for such contracts may result in awards to more than one (1) Offeror provided (1) the request for proposals so states and (2) the Town has established procedures for distributing multiple projects among the selected contractors during the contract term.
4. The Town shall not procure architectural or engineering services through a job order contract.

## **Section 1.47.2**

### **Contracting for Other Than Professional Services**

Selection shall be made of two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if stated in the request for proposal. In the case of a proposal for information technology, as defined in § [2.2-2006](#), a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the CPO shall select the offeror which, in his opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions for multiple awards are provided in the request for proposal, awards may be made to more than one (1) offeror. Should the CPO determine in writing and in his sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **DIVISION 4. - DEBARMENT**

### **Section 1.48**

#### Authority to Debar or Suspend

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the CPO is authorized to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three (3) years. The CPO is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period of more than three (3) months. The causes for debarment include:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a Town contractor;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, as set forth below, of a character which is regarded by the CPO to be so serious as to justify debarment action:
  - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; or
5. Any other cause the CPO determines to be so serious and compelling as to affect responsibility as a Town contractor, including debarment by another governmental entity for any cause mentioned in this section, or for violation of the ethical standards set forth in division 6 of this article.

**Section 1.48.1****Decision to Debar or Suspend**

If the CPO shall debar or suspend a person, the CPO shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his rights concerning judicial or administrative review.

**Section 1.48.2****Notice of Decision**

A copy of the decision required by Section 1.48.2 of this division shall be mailed or otherwise furnished immediately to the debarred or suspended person.

**Section 1.48.3****Finality of Decision**

A decision under Section 1.48.3 of this division shall be final and conclusive, unless the debarred or suspended person within ten (10) days after receipt of the decision appeals to the CPO pursuant to Section 1.49.

## **DIVISION 5. - APPEALS AND REMEDIES FOR BID PROTESTS**

### **Section 1.49**

#### Ineligibility of Bidder, Offeror or Contractor

1. Any bidder, offeror or contractor, other than one (1) who has been debarred pursuant to Division 4 of this article, refused permission to, or disqualified from participating in public contracts shall be notified in writing. Such notice shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror or contractor appeals within thirty (30) days of receipt thereof by invoking the administrative appeal procedure established by the CPO, if any or in the alternative by instituting legal action as provided in Section 1.50.1 of this division.
2. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief shall be restoration of eligibility.

### **Section 1.49.1**

#### Appeal of Denial or Withdrawal of Bid

1. A decision denying withdrawal of bid shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by invoking the administrative procedures established by the CPO, if any, or in the alternative by instituting legal action as provided in Section 1.50.1 of this division.
2. If no bid bond was posted, a bidder refused withdrawal of a bid under the provisions of Section 1.40.4 prior to appealing shall deliver to the CPO a certified check or cash bond in the amount of the difference between the bid and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
3. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

### **Section 1.49.2**

#### Determination of Non-Responsibility

1. Following public opening and announcement of bids received on an invitation to bid, the CPO shall evaluate the bids. At the same time the CPO shall determine whether the apparent low bidder is responsible. If the CPO so determines, then he may proceed with an award in accordance with the provisions of Section 1.42. If the CPO determines that the apparent low bidder is not responsible, he shall proceed as follows:
  - a. Prior to the issuance of a written determination of non-responsibility, the CPO shall
    - (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low

- bidder an opportunity to inspect any documents which relate to the determination, if so requested by the bidder within five (5) business days after receipt of the notice.
- b. Within ten (10) business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The CPO shall issue his written determination of responsibility based on all information in his possession, including any rebuttal information, within five (5) business days of the date he received such rebuttal information. At the same time, the CPO shall notify the bidder in writing of his determination.
  - c. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days by invoking the administrative procedures as provided in Section 1.49.2, or in the alternative by instituting legal action as provided in Section 1.50.1
  - d. The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.
2. If, upon appeal pursuant to Section 1.50.1 or Section 1.49.2, it is determined that the decision of the CPO was arbitrary or capricious, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the CPO was arbitrary or capricious, the relief shall be as set forth in Section 1.50.
  3. A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section and may not protest the award or proposed award under Section 1.49.3 of this division.
  4. Nothing contained in this section shall be construed to require the Town when procuring by competitive negotiation to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

### **Section 1.49.3**

#### **Protest of Award or Decision to Award**

1. Any bidder or offeror may protest the award or decision to award a contract by submitting such protest in writing to the CPO no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The CPO shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the CPO, if any, or in the alternative by instituting legal action as provided in Section 1.50.1 of this division.

2. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The awarding authority (Town council or CPO) shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the awarding authority (Town council or CPO) may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits. A decision to award shall be deemed to be arbitrary and capricious if it is not in accordance with the Constitution of Virginia, applicable law or regulation, or the terms and conditions of the invitation to bid or request for proposal. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms and conditions of the invitation to bid or request for proposal.
3. Where the awarding authority (Town council or CPO) determines, after a hearing held by it, or its designee, following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of the ethics in public contracting as set forth in Division 6 of this article, the Town council or the CPO, as the case may be, shall not award the contract to the offending bidder.

#### **Section 1.49.4**

##### **Effect of Appeal Upon Contract**

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

#### **Section 1.49.5**

##### **Stay of Award During Protest**

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, as provided in Section 1.49.3, or the filing of a timely legal action as provided in Section 1.50.1, no further action to award the contract shall be taken unless there is a written determination by the CPO that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

## **Section 1.50**

### **Contractual Disputes**

- a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- b. A procedure for consideration of contractual claims may be included in each contract. Such procedure, which may be incorporated into the contract by reference, shall establish a time limit for a final decision in writing by the CPO.
- c. A contractor may not invoke the administrative procedures established by the CPO, if any, or institute legal action as provided in Section 1.62.1 of this division, prior to receipt of the decision on the claim, unless the CPO fails to render such decision within the time specified in the contract.
- d. The decision of the CPO shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final decision on the claim by the CPO by invoking the administrative procedures established by the CPO, if any, or in the alternative by instituting legal action as provided in Section 1.62.1 of this division.

## **Section 1.50.1**

### **Legal Actions**

- a. A bidder or offeror, actual or prospective, who is refused permission, or is disqualified from participation in bidding or competitive negotiations, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the circuit court for the County of Isle of Wight challenging that decision, which shall be reversed only if the petitioner establishes that the decision was arbitrary or capricious, or, in the case of denial of prequalification, that the decision to deny prequalification was not based upon the criteria for denial of prequalification as set forth in Section 1.39.
- b. A bidder denied withdrawal of a bid under Section 1.40.4 of this Code may bring an action in the circuit court for the Isle of Wight County challenging that decision, which shall be reversed only if the bidder establishes that the decision was clearly erroneous.
- c. A bidder, offeror or contractor may bring an action in the circuit court for the Isle of Wight County challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not an honest exercise of discretion, but rather is arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable law or regulation, or the terms and conditions of the invitation to bid or request for proposal. In the event the apparent low

bidder, having been previously determined by the CPO to be not responsible, is found by the court to be responsible, the court may direct the award of the contract to such bidder in accordance with the requirements of this section and the invitation to bid or request for proposal. The provisions of Section 1.49.3(b) shall apply to any such award.

- d. If injunctive relief is granted, the court, upon request of the Town, shall require the posting of reasonable security to protect the Town.
- e. A contractor shall bring an action involving a contract dispute with the Town in the circuit court for the of Isle of Wight County.
- f. A bidder, offeror or contractor need not utilize the administrative procedures of section 1.50.2 of this Code; but if those procedures are invoked by the bidder, offeror or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the Town agrees otherwise.
- g. Nothing herein shall be construed to prevent the Town from instituting legal action against a contractor.

## **Section 1.50.2**

### **Administrative Appeals Procedure**

- a. The CPO shall establish an administrative procedure for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of bids, appeals from disqualifications and determinations of non-responsibility, actions of debarment or suspension, and appeals from decisions on disputes arising during the performance of a contract, or any of these. Such administrative procedure shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information and the issuance of a written decision containing findings of fact. The disinterested person shall not be an employee of the Town and no member of the panel shall be an employee of the Town. The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent, arbitrary or capricious, or as grossly erroneous as to imply bad faith, or in the case of denial of prequalification, such findings were not based upon the criteria for denial of prequalification as set forth in Section 1.39. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.
- b. Any party to the administrative procedure, including the Town, shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

## **DIVISION 6. - ETHICS IN PUBLIC CONTRACTING**

### **Section 1-51**

#### Purpose

The provisions of this division supplement, but do not supersede, other provisions of law, including, but not limited to, the State and Local Government Conflict of Interests Act (§2.1-3100 et seq.), the Virginia Governmental Frauds Act (§18.1-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, 1950, as amended. The provisions of this division apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

### **Section 1-52**

#### Definitions

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless a different meaning clearly appears from the context:

1. Town employee shall mean any person employed by the Town, including elected officials or appointed members of governing bodies.
2. Immediate family shall mean a spouse, children, parents, brothers and sisters, or any person living in the same household as the employee.
3. Official responsibility shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove, or otherwise affect a procurement transaction, or any claim resulting therefrom.
4. Pecuniary interest arising from the procurement shall mean a personal interest in a contract as defined in the State and Local Government Conflict of Interests Act (§ 2.1-3100 et seq., Code of Virginia).
5. Procurement transaction shall mean all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
6. Nominal value. So small, slight or the like, in comparison to what might properly be expected, as scarcely to be entitled to the name, but in no case to be more than twenty dollars (\$20.00).

### **Section 1.53**

#### **Proscribed Participation by Public Employees in Procurement Transaction**

Except as may be specifically allowed by of Section §2.1-3112, subdivisions A2 and A3, Code of Virginia, 1950, as amended, no Town employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the Town when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

### **Section 1-54**

#### **Solicitation or Acceptance of Gifts**

No Town employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

The Town may recover the value of anything conveyed in violation of this section.

### **Section 1-55**

#### **Disclosure of Subsequent Employment**

No Town employee or former Town employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one (1) year from the cessation of employment by the Town unless the employee or former employee provides written notification to the Town council prior to commencement of employment by that bidder, offeror or contractor.

## **Section 1-56**

### **Gifts by Bidders, Offerors, Contractors or Subcontractors**

No bidder, offeror, contractor or subcontractor shall confer upon any Town employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

## **Section 1-57**

### **Kickbacks**

- a. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontractor or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- b. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
- c. No person shall demand or receive any payment, loan, subscription, advance, and a deposit of money, or services, or anything of value, in return for an agreement not to compete on a Town contract.
- d. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the Town and will be recoverable from both the maker and recipient. Recovery from one (1) offending party shall not preclude recovery from other offending parties.

## **Section 1-58**

### **Purchase of Building Materials, etc., from Architect or Engineer Prohibited**

- a. No building materials, supplies or equipment for any building or structure constructed by or for the Town shall be sold by or purchased from any person employed as an independent contractor by the public body to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in Section §2.1-3101, Code of Virginia, 1950, as amended.
- b. No building materials, supplies or equipment for any building or structure constructed by or for the Town shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in such building or structure to the independent contractor employed by the Town to furnish architectural or engineering services in which such person has a personal interest as defined in Section §2.1-3101, Code of Virginia, 1950, as amended.

c. The provisions of subsections (a) and (b) shall not apply in cases of emergency.

**Section 1-59**

Penalty for Violation

Willful violation of any provision of this division shall constitute a class I misdemeanor. Upon conviction, any Town employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

## **DIVISION 7. – SWAM PROGRAM**

### **The Department of Small Business and Supplier Diversity**

The Department of Small Business and Supplier Diversity ([DSBSD](#)) is a state agency dedicated to enhancing the participation of small, women- and minority-owned businesses in Virginia's procurement process. The agency administers the Small, Women- and Minority-owned Businesses program under Virginia's SWaM Procurement Initiative. DSBSD also administers the Service-Disabled Veterans and Employment Services Organization Program

### **Small, Women-Owned, and Minority-Owned (SWaM) Firms**

SWaM firms are small businesses and businesses owned and operated by women, minorities, or service-disabled veterans organizations. In order to be classified as a SWaM business, vendors must be certified as such by DSBSD.

- **Small Business**
- For the purposes of classification and reporting, a small business enterprise is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. For the purpose of the SWaM Program, the definition of small business enterprise shall be interpreted to include all certified woman-owned and minority-owned businesses.
- **Women-Owned Business**
- For the purposes of classification and reporting, a women-owned business is defined as a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-Owned Business**
- For the purposes of classification and reporting, a minority-owned business is defined as a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

## **Service-Disabled Veterans (SDV)**

SDV firms are small businesses those that are owned by Service Disabled Veterans who are certified as such by the Virginia Department of Veteran Services.

- For the purposes of classification and reporting, a service disabled veteran-owned business is defined as a business concern which is at least 51 percent owned by one or more service disabled veteran or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more service disabled veteran and whose management and daily business operations are controlled by one or more of such individuals.

## **Employment Services Organization (ESO)**

ESO means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

## **Town of Smithfield's Commitment to SWaM, SDV and ESO Firms**

Diversity in expenditures is strongly supported by Procurement Services. SWaM, SDV and ESO businesses are solicited and encouraged to participate in the procurement activities of the Town of Smithfield and records are maintained documenting such solicitation efforts and participation. The Town of Smithfield also encourages its contractors to provide for the participation of SWaM, SDV and ESO firms through partnerships, joint ventures, subcontracts and other contractual opportunities. User departments at the Town of Smithfield are encouraged to support procurement diversity using their delegated purchasing authority. Small, women and minority-owned businesses, service-disabled veteran-owned and employment services organizations are encouraged to establish business relationships with user departments that may require products and or services from their firm.

## **Ways Town of Smithfield Provides Business Opportunities to SWaM, SDV and ESO Firms**

### **Solicitation Requirements**

In and IFB or RFP process, if bids are solicited directly from any potential contractors, bids must also be solicited directly from at least some businesses selected from the list made available by the Department of Small Business and Supplier Diversity. (22.4302.1(2) & 2.2-4302.2(2)). Posting in eVA will suffice as evidence SWAM contactors were solicited.

## **Advertisement Requirements**

All formal RFP's and IFB's must be advertised/posted in the:

- Town of Smithfield website
- eVA

In addition, RFP's and IFBs may be advertised in:

- A newspaper of general circulation in the Town of Smithfield.
- Any other publication, whether electronic or paper, that the CPO deems appropriate or helpful to obtain responses.

<b>CASH BALANCES AS OF DECEMBER 31, 2019</b>					
ACCOUNT NAME	BANK NAME	ACCOUNT BALANCE	CURRENT YR INTERCO BALANCES	PRIOR YR INTERCO BALANCES	ADJUSTED BALANCES
<b>Water</b>	Farmers Bank	1,532,172.83	(420,269.26)	28,682.81	1,140,586.38
<b>Water-Debt Service</b>	Farmers Bank	737,836.99	40,056.20	-	777,893.19
<b>Water Capital Escrow (availability fees)</b>	TowneBank	657,033.71	-	-	657,033.71
<b>Water Treatment Plant Escrow</b>	TowneBank	11,646.32			11,646.32
<b>Water Deposit Account</b>	TowneBank	106,261.55	(2,380.00)	-	103,881.55
<b>Water Development Escrow</b>	TowneBank	162,020.62	-	-	162,020.62
<b>Subtotal Water</b>		<b>3,206,972.02</b>	<b>(382,593.06)</b>	<b>28,682.81</b>	<b>2,853,061.77</b>
<b>Sewer</b>	Farmers Bank	251,899.83	(16,739.88)	(28,682.81)	206,477.14
<b>Sewer Development Escrow</b>	TowneBank	427,193.08	-	-	427,193.08
<b>Sewer Capital Escrow (availability fees)</b>	TowneBank	1,083,494.40	-	-	1,083,494.40
<b>Sewer Compliance</b>	Farmers Bank	2,261,718.30	62,837.27		2,324,555.57
<b>Subtotal Sewer</b>		<b>4,024,305.61</b>	<b>46,097.39</b>	<b>(28,682.81)</b>	<b>4,041,720.19</b>
<b>Highway</b>	Farmers Bank	94,612.90	105,643.62	-	200,256.52
<b>General Fund</b>	Farmers Bank	5,941,621.97	230,852.05		6,172,474.02
<b>Payroll</b>	Farmers Bank	165,607.52			165,607.52
<b>Money Market-General Fund</b>	TowneBank	38,804.45			38,804.45
<b>Business Super Now-General Fund</b>	Farmers Bank	34,991.76			34,991.76
<b>General Fund Capital Escrow Account</b>	TowneBank	217,752.75			217,752.75
<b>Certificate of Deposit-Police Dept-24 month</b>	Farmers Bank	37,164.55			37,164.55
<b>Special Project Account</b>	Farmers Bank	957,446.52	-		957,446.52
<b>Pinewood Heights Escrow</b>	Farmers Bank	50,403.93			50,403.93
<b>SNAP Account</b>	Farmers Bank	2,218.75			2,218.75
<b>Museum Account</b>	Farmers Bank	215,015.68			215,015.68
<b>Windsor Castle Acct</b>	TowneBank	77,225.00			77,225.00
<b>Subtotal General Fund</b>		<b>7,738,252.88</b>	<b>230,852.05</b>	<b>-</b>	<b>7,969,104.93</b>
<b>TOTAL ALL FUNDS</b>		<b>15,064,143.41</b>	<b>-</b>	<b>-</b>	<b>15,064,143.41</b>

VIP Investment Pool	VML VACO Finance	Ending Market Value		\$ 537,104.03
---------------------	------------------	---------------------	--	---------------



# Account Statement

December 2019

## Town of Smithfield

P.O. Box 246  
 Smithfield, VA 23431

## VIP 1-3 Year High Quality Bond Fund VA-01-0009-0001

### Summary

<b>VA-01-0009-0001</b>	<b>GENERAL</b>				
Beginning Market Value	Contributions	Withdrawals	Income Earned	Current Month Unrealized G/L	Ending Market Value
536,177.39	0.00	48.47	1,023.54	-48.43	537,104.03

### Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	NAV	Shares	Realized GL
12/01/2019	Income Earned	33.53			10.072607	3.329	
12/13/2019	Withdrawal		48.47		10.070100	4.813	0.00
12/13/2019	Income Earned	467.73			10.070100	46.447	
12/31/2019	Income Earned	522.28			10.071696	51.856	
12/31/2019	Ending Balance			537,104.03	10.071696	53,328.062	



# Account Statement

December 2019

## Town of Smithfield

P.O. Box 246  
 Smithfield, VA 23431

## VIP Stable NAV Liquidity Pool VA-01-0009-5001

### Summary

Average Monthly Yield: 1.79%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
VA-01-0009-5001 LIQUID GENERAL	0.00	0.00	0.00	0.00	0.00	0.00

### Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
12/31/2019	Ending Balance			0.000	



## Daily Rates

December 2019

### VIP Stable NAV Liquidity Pool

Date	Dividend Rate	Daily Yield
01-Dec-19	0.000049181	1.80%
02-Dec-19	0.000049729	1.82%
03-Dec-19	0.000049455	1.81%
04-Dec-19	0.000049455	1.81%
05-Dec-19	0.000049455	1.81%
06-Dec-19	0.000048907	1.79%
07-Dec-19	0.000048907	1.79%
08-Dec-19	0.000048907	1.79%
09-Dec-19	0.000048907	1.79%
10-Dec-19	0.000048907	1.79%
11-Dec-19	0.000048633	1.78%
12-Dec-19	0.000048907	1.79%
13-Dec-19	0.000049181	1.80%
14-Dec-19	0.000049181	1.80%
15-Dec-19	0.000049181	1.80%
16-Dec-19	0.000049181	1.80%
17-Dec-19	0.000049181	1.80%
18-Dec-19	0.000048907	1.79%
19-Dec-19	0.000048633	1.78%
20-Dec-19	0.000048633	1.78%
21-Dec-19	0.000048633	1.78%
22-Dec-19	0.000048633	1.78%
23-Dec-19	0.000048907	1.79%
24-Dec-19	0.000048907	1.79%
25-Dec-19	0.000048907	1.79%
26-Dec-19	0.000048633	1.78%
27-Dec-19	0.000048359	1.77%
28-Dec-19	0.000048359	1.77%
29-Dec-19	0.000048359	1.77%
30-Dec-19	0.000048359	1.77%
31-Dec-19	0.000048633	1.78%

**Invoices over \$10,000  
Request to Approve**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

G 702

TO: Town of Smithfield PROJECT: Rt. 258 Turn Lane  
 (Owner) 310 Institute St.  
 Smithfield, VA

APPLICATION NO: FIVE  
 Application Date: 12/20/19

Distribution to:  
 OWNER  
 ARCHITECT

PERIOD TO: 12/20/19

CONTRACTOR

FROM: The Blair Bros., Inc.  
 1 Blair Brothers Rd.  
 Suffolk, VA 23435

VIA ARCHITECT:

PROJECT NOS: 0258-300-199, P101, C501 FHWA 534 Data: 24001

CONTRACT I US 258 Right Turn Lane at Joesph W. Luter, Jr. Sports Complex

CONTRACT DATE: June 27, 2019

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

1. ORIGINAL CONTRACT SUM	\$	845,876.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	845,876.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	668,254.79
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	668,254.79
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	635,158.76
8. CURRENT PAYMENT DUE	\$	33,096.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	177,621.21

CONTRACTOR:

By: [Signature] Date: 12/20/19

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public:  
 My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

**CONTINUATION SHEET**

G 703

Page 2 of 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

FIVE

APPLICATION DATE:

12/20/19

PERIOD TO:

12/20/19

PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001

The Blair Bros., Inc.

A ITEM NO.	B SPEC NO.	C DESCRIPTION OF WORK	D UNIT	E QUANTITY	F UNIT PRICE	G TOTAL	H WORK THIS PERIOD		J PRIOR UNITS	K WORK TO DATE		M % (L + G)	N BALANCE TO FINISH (G - L)
							I UNITS	I AMOUNT		K UNITS	L AMOUNT		
1	00100	Mobilization	LS	1	\$85,250.27	\$85,250.27	0.00	\$0.00	1.00	1.00	\$85,250.27	100.00%	\$0.00
2	00101	Construction Surveying	LS	1	\$15,750.00	\$15,750.00	0.25	\$3,937.50	0.75	1.00	\$15,750.00	100.00%	\$0.00
3	00110	Clearing and Grubbing	LS	1	\$10,511.55	\$10,511.55	0.00	\$0.00	1.00	1.00	\$10,511.55	100.00%	\$0.00
4	00120	Regular Excavation	CY	950	\$40.07	\$38,066.50	166.00	\$6,651.62	370.32	536.32	\$21,490.34	56.45%	\$16,576.16
5	00140	Borrow Excavation	CY	400	\$36.62	\$14,648.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$14,648.00
6	10635	Asphalt Concrete Type SM-9.5A	TON	290	\$74.00	\$21,460.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$21,460.00
7	10610	Asphalt Concrete Type IM-19.0D	TON	120	\$99.26	\$11,911.20	0.00	\$0.00		0.00	\$0.00	0.00%	\$11,911.20
8	10642	Asphalt Concrete Type BM-25.0A	TON	190	\$81.27	\$15,441.30	0.00	\$0.00		0.00	\$0.00	0.00%	\$15,441.30
9	10128	Aggregate Base Material, Type 1 No. 21A or 21B	TON	450	\$50.69	\$22,810.50	0.00	\$0.00	360.00	360.00	\$18,248.40	80.00%	\$4,562.10
10	11070	NS Saw-Cut Asph Conc (Full Depth)	LF	650	\$3.50	\$2,275.00	0.00	\$0.00	650.00	650.00	\$2,275.00	100.00%	\$0.00
11	10628	Flexible Pave. Planing 0"-2"	SY	2437	\$2.95	\$7,189.15	0.00	\$0.00		0.00	\$0.00	0.00%	\$7,189.15
12	00154	NS Fiberlass GeoGrid	SY	2437	\$12.24	\$29,828.88	0.00	\$0.00		0.00	\$0.00	0.00%	\$29,828.88
13	13220	Hydraulic Cement Concrete Sidewalk 4"	SY	530	\$37.80	\$20,034.00	400.00	\$15,120.00		400.00	\$15,120.00	75.47%	\$4,914.00
14	12600	Comb. Curb and Gutter, CG-6	LF	505	\$18.85	\$9,519.25	0.00	\$0.00		0.00	\$0.00	0.00%	\$9,519.25
15	12610	Radial Comb. Curb and Gutter, CG-6	LF	50	\$18.85	\$942.50	0.00	\$0.00		0.00	\$0.00	0.00%	\$942.50
16	12020	Curb, CG-2	LF	20	\$17.80	\$356.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$356.00
17	12022	Radial Curb, CG-2	LF	42	\$17.80	\$747.60	0.00	\$0.00		0.00	\$0.00	0.00%	\$747.60
18	13222	Hydraulic Cement Concrete Sidewalk 7"	SY	7	\$126.00	\$882.00	7.00	\$882.00		7.00	\$882.00	100.00%	\$0.00
19	13108	CG-12 Detectable Warning Surface	SY	2	\$378.00	\$756.00	2.00	\$756.00		2.00	\$756.00	100.00%	\$0.00
20	22643	Temporary Fence	LF	667	\$6.30	\$4,202.10	0.00	\$0.00		0.00	\$0.00	0.00%	\$4,202.10
21	22643	VDOT Std Fence, FE-CL	LF	667	\$24.15	\$16,108.05	0.00	\$0.00	667.00	667.00	\$16,108.05	100.00%	\$0.00
22	13212	RW Monument RM-2	EA	9	\$294.00	\$2,646.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$2,646.00
23	24430	Demolition of Pavement, Flexible	SY	215	\$12.19	\$2,620.85	162.00	\$1,974.78		162.00	\$1,974.78	75.35%	\$646.07
24	24602	Remove Exist. Fence	LF	675	\$2.36	\$1,593.00	0.00	\$0.00	675.00	675.00	\$1,593.00	100.00%	\$0.00
25	50600	Relocate Exist Sign	EA	3	\$500.00	\$1,500.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,500.00
26	50600	Remove Exist. Mailbox	EA	1	\$100.00	\$100.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$100.00
27	00529	Flowable Backfill	CY	4	\$430.05	\$1,720.20	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,720.20
<b>PAGE 2 TOTAL</b>						\$338,869.90		\$29,321.90			\$189,959.39		\$148,910.51

**CONTINUATION SHEET**

G 703

Page 3 of 3

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

APPLICATION NO: FIVE  
 APPLICATION DATE: 12/20/19  
 PERIOD TO: 12/20/19  
 PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001  
 The Blair Bros., Inc.

A ITEM NO.	B SPEC NO.	C DESCRIPTION OF WORK	D UNIT	E QUANTITY	F UNIT PRICE	G TOTAL	H WORK THIS PERIOD		J PRIOR UNITS	K WORK TO DATE		M (L+G)	N BALANCE TO FINISH (G-L)
							I UNITS	I AMOUNT		K UNITS	K AMOUNT		
28	01156	Concrete Pipe 15"	LF	60	\$121.10	\$7,266.00	0.00	\$0.00	60.00	60.00	\$7,266.00	100.00%	\$0.00
29	01186	Concrete Pipe 18"	LF	137	\$142.25	\$19,488.25	0.00	\$0.00	137.00	137.00	\$19,488.25	100.00%	\$0.00
30	01246	Concrete Pipe 24"	LF	95	\$147.60	\$14,022.00	0.00	\$0.00	95.00	95.00	\$14,022.00	100.00%	\$0.00
31	7506	Drop Inlet DI-5	EA	2	\$4,586.15	\$9,172.30	0.00	\$0.00	2.00	2.00	\$9,172.30	100.00%	\$0.00
32	6815	Drop Inlet DI-3A	EA	2	\$4,057.15	\$8,114.30	0.00	\$0.00	2.00	2.00	\$8,114.30	100.00%	\$0.00
33	14506	Drop Inlet Top DI-2B, L=12'	EA	1	\$6,871.00	\$6,871.00	0.00	\$0.00	1.00	1.00	\$6,871.00	100.00%	\$0.00
34	06150	End Section, ES-1, 15"	EA	1	\$1,583.70	\$1,583.70	0.00	\$0.00	1.00	1.00	\$1,583.70	100.00%	\$0.00
35	06240	End Section, ES-1, 24"	EA	1	\$1,896.55	\$1,896.55	0.00	\$0.00	1.00	1.00	\$1,896.55	100.00%	\$0.00
36	09056	Manhole, MH-1 or 2	LF	12	\$652.40	\$7,828.80	0.00	\$0.00	12.00	12.00	\$7,828.80	100.00%	\$0.00
37	09057	Frame and Cover, MH-1	EA	2	\$682.65	\$1,365.30	0.00	\$0.00	2.00	2.00	\$1,365.30	100.00%	\$0.00
38	24825	Modify Exist. Drainage Structure	EA	1	\$3,150.00	\$3,150.00	0.00	\$0.00	1.00	1.00	\$3,150.00	100.00%	\$0.00
39	09148	Erosion Control Stone, Class A1 EC-1	TONS	3	\$131.90	\$395.70	0.00	\$0.00		0.00	\$0.00	0.00%	\$395.70
40	42080	8" Sanitary Sewer Pipe, Ductile Iron	LF	1099	\$184.05	\$202,270.95	0.00	\$0.00	1,099.00	1,099.00	\$202,270.95	100.00%	\$0.00
41	09056	Sanitary Manhole (MH-1)	VF	57	\$500.00	\$28,500.00	0.00	\$0.00	57.00	57.00	\$28,500.00	100.00%	\$0.00
42	09057	Sanitary Manhole Frame and Cover	EA	6	\$599.75	\$3,598.50	0.00	\$0.00	6.00	6.00	\$3,598.50	100.00%	\$0.00
43	42064	6" Sanitary Sewer Lateral, SDR26	LF	470	\$205.25	\$96,467.50	0.00	\$0.00	493.10	493.10	\$101,208.78	104.91%	(\$4,741.28)
44	42840	Sanitary Sewer Cleanout	EA	7	\$1,190.30	\$8,332.10	0.00	\$0.00	7.00	7.00	\$8,332.10	100.00%	\$0.00
45	41104	Adjust Water Valve to Grade	EA	3	\$294.00	\$882.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$882.00
46	24825	Mod. Exist San Sewer Manhole	EA	1	\$2,331.05	\$2,331.05	0.00	\$0.00	1.00	1.00	\$2,331.05	100.00%	\$0.00
47	54048	Type B Class I Pvmnt Line Marking 24"	LF	60	\$6.30	\$378.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$378.00
48	54034	Type B Class I Pvmnt Line Marking 6"	LF	1010	\$1.10	\$1,111.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,111.00
49	54032	Type B Class I Pvmnt Line Marking 4"	LF	1800	\$1.00	\$1,800.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,800.00
50	54574	Pvmnt Syb Mrkg Sgl Turn Arrow Ty B, CL I	EA	6	\$120.75	\$724.50	0.00	\$0.00		0.00	\$0.00	0.00%	\$724.50
51	50108	Sign Panel	SF	16	\$16.30	\$260.80	0.00	\$0.00		0.00	\$0.00	0.00%	\$260.80
52	50434	Sign Post, STP-1, 2.5"	LF	12	\$13.15	\$157.80	0.00	\$0.00		0.00	\$0.00	0.00%	\$157.80
53	50485	Concrete Foundation STP-1	EA	1	\$262.50	\$262.50	0.00	\$0.00		0.00	\$0.00	0.00%	\$262.50
54	54101	Non Standard Pavement Marking Raised Pavement Markers	EA	16	\$99.75	\$1,596.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,596.00
<b>PAGE 3 TOTAL</b>						<b>\$429,826.60</b>		<b>\$0.00</b>			<b>\$426,999.58</b>		<b>\$2,827.02</b>

**CONTINUATION SHEET**

G 703

Page 4 of 4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: FIVE  
 APPLICATION DATE: 12/20/19  
 PERIOD TO: 12/20/19

In tabulations below, amounts are stated to the nearest dollar.

PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001  
 The Blair Bros., Inc.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B SPEC NO.	C DESCRIPTION OF WORK	D UNIT	E QUANTITY	F UNIT PRICE	G TOTAL	H WORK THIS PERIOD		J PRIOR UNITS	K WORK TO DATE		M % (L + G)	N BALANCE TO FINISH (G - L)
							I UNITS	I AMOUNT		L UNITS	L AMOUNT		
55	27451	Inlet Protection, Type A	EA	3	\$525.00	\$1,575.00	0.00	\$0.00	1.50	1.50	\$787.50	50.00%	\$787.50
56	27461	Inlet Protection, Type B	EA	3	\$498.75	\$1,496.25	0.00	\$0.00	1.50	1.50	\$748.13	50.00%	\$748.13
57	27505	Temporary Silt Fence, Ty. A	LF	1500	\$2.26	\$3,390.00	0.00	\$0.00	1,162.00	1,162.00	\$2,626.12	77.47%	\$763.88
58	27410	Check Dam, Type I	EA	2	\$516.00	\$1,032.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$1,032.00
59	27318	Rolled Erosion Control Product, EC-2 Type I	SY	720	\$1.80	\$1,296.00	0.00	\$0.00	288.00	288.00	\$518.40	40.00%	\$777.60
60	27022	Topsoil, Class A, 2"	ACRE	0.25	\$16,950.00	\$4,237.50	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$4,237.50
61	27022	Topsoil, Class B, 2"	ACRE	0.25	\$16,950.00	\$4,237.50	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$4,237.50
62	27102	Regular Seed	LB	150	\$11.85	\$1,777.50	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$1,777.50
63	27103	Overseeding	LB	50	\$10.45	\$522.50	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$522.50
64	27230	Fertilizer (Nitrogen-N)	LB	50	\$1.10	\$55.00	25.00	\$27.50	15.00	40.00	\$44.00	80.00%	\$11.00
65	27231	Fertilizer (Phosphorous-P)	LB	60	\$1.35	\$81.00	30.00	\$40.50	18.00	48.00	\$64.80	80.00%	\$16.20
66	27232	Fertilizer (Potassium-K)	LB	50	\$1.65	\$82.50	25.00	\$41.25	15.00	40.00	\$66.00	80.00%	\$16.50
67	27101	Temporary Seed	LB	100	\$6.80	\$680.00	0.00	\$0.00	100.00	100.00	\$680.00	100.00%	\$0.00
68	27440	Mowing	HR	20	\$165.10	\$3,302.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$3,302.00
69	27250	Lime	TON	3	\$1,362.25	\$4,086.75	1.50	\$2,043.38	0.00	1.50	\$2,043.38	50.00%	\$2,043.38
70	24282	Flagger Service	HR	800	\$47.00	\$37,600.00	34.50	\$1,621.50	876.00	910.50	\$42,793.50	113.81%	(\$5,193.50)
71	24160	Temporary (Construction) Sign	SF	80	\$11.55	\$924.00	0.00	\$0.00	80.00	80.00	\$924.00	100.00%	\$0.00
72	24272	Truck Mounted Attenuator	HR	320	\$14.95	\$4,784.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$4,784.00
73	24278	Group 2 Channelizing Devices Type D, Class II Temp. Pvmt	DAY	10800	\$0.35	\$3,780.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$3,780.00
74	54512	Mrkg 4"	LF	1400	\$1.60	\$2,240.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$2,240.00
		<b>PAGE 4 TOTAL</b>				\$77,179.50		\$3,774.13			\$51,295.82	66.46%	\$25,883.68
		<b>PAGE 3 TOTAL</b>				\$429,826.60		\$0.00			\$426,999.58	99.34%	\$2,827.02
		<b>PAGE 2 TOTAL</b>				\$338,869.90		\$29,321.90			\$189,959.39	56.06%	\$148,910.51
		<b>TOTAL</b>				\$845,876.00		\$33,096.03			\$668,254.79	79.00%	\$177,621.21

**APPLICATION AND CERTIFICATION FOR PAYMENT**

G 702

TO: Town of Smithfield PROJECT: Rt. 258 Turn Lane  
 (Owner) 310 Institute St.  
 Smithfield, VA

APPLICATION NO: SIX  
 Application Date: 01/20/20

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 01/20/20

FROM: The Blair Bros., Inc.  
 1 Blair Brothers Rd.  
 Suffolk, VA 23435

VIA ARCHITECT:

PROJECT NOS: 0258-300-199, P101, C501 FHWA 534 Data: 24001

CONTRACT I US 258 Right Turn Lane at Joseph W. Luter, Jr. Sports Complex

CONTRACT DATE: June 27, 2019

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	845,876.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	845,876.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	742,434.59
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	742,434.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	668,254.79
8. CURRENT PAYMENT DUE	\$	74,179.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	103,441.41

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

CONTRACTOR:

By: [Signature] Date: 1/21/20

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public:  
 My Commission expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$0.00	

**CONTINUATION SHEET**

G 703

Page 2 of 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: SIX  
 APPLICATION DATE: 01/20/20  
 PERIOD TO: 01/20/20

PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001  
 The Blair Bros., Inc.

A	B	C	D	E	F	G	H		I	J	K		L	M	N
							UNITS	AMOUNT			UNITS	AMOUNT			
ITEM NO.	SPEC NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL	WORK THIS PERIOD		PRIOR UNITS	WORK TO DATE		(L + G)	BALANCE TO FINISH (G - L)		
1	00100	Mobilization	LS	1	\$85,250.27	\$85,250.27	0.00	\$0.00	1.00	1.00	\$85,250.27	100.00%	\$0.00		
2	00101	Construction Surveying	LS	1	\$15,750.00	\$15,750.00	0.00	\$0.00	1.00	1.00	\$15,750.00	100.00%	\$0.00		
3	00110	Clearing and Grubbing	LS	1	\$10,511.55	\$10,511.55	0.00	\$0.00	1.00	1.00	\$10,511.55	100.00%	\$0.00		
4	00120	Regular Excavation	CY	950	\$40.07	\$38,066.50	0.00	\$0.00	536.32	536.32	\$21,490.34	56.45%	\$16,576.16		
5	00140	Borrow Excavation	CY	400	\$36.62	\$14,648.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$14,648.00		
6	10635	Asphalt Concrete Type SM-9.5A	TON	290	\$74.00	\$21,460.00	305.76	\$22,626.24	0.00	305.76	\$22,626.24	105.43%	(\$1,166.24)		
7	10610	Asphalt Concrete Type IM-19.0D	TON	120	\$99.26	\$11,911.20	117.05	\$11,618.38	0.00	117.05	\$11,618.38	97.54%	\$292.82		
8	10642	Asphalt Concrete Type BM-25.0A	TON	190	\$81.27	\$15,441.30	153.17	\$12,448.13	0.00	153.17	\$12,448.13	80.62%	\$2,993.17		
9	10128	Aggregate Base Material, Type 1 No. 21A or 21B	TON	450	\$50.69	\$22,810.50	0.00	\$0.00	360.00	360.00	\$18,248.40	80.00%	\$4,562.10		
10	11070	NS Saw-Cut Asph Conc (Full Depth)	LF	650	\$3.50	\$2,275.00	0.00	\$0.00	650.00	650.00	\$2,275.00	100.00%	\$0.00		
11	10628	Flexible Pave. Planing 0"-2"	SY	2437	\$2.95	\$7,189.15	2,437.00	\$7,189.15		2,437.00	\$7,189.15	100.00%	\$0.00		
12	00154	NS Fiberlass-GeoGrid	SY	<del>2437</del>	<del>\$2.95</del>	<del>\$7,189.15</del>	<del>2,437.00</del>	<del>\$7,189.15</del>		<del>2,437.00</del>	<del>\$7,189.15</del>	<del>100.00%</del>	<del>\$0.00</del>		
13	13220	Hydraulic Cement Concrete Sidewalk 4"	SY	530	\$37.80	\$20,034.00	0.00	\$0.00	400.00	400.00	\$15,120.00	75.47%	\$4,914.00		
14	12600	Comb. Curb and Gutter, CG-6	LF	505	\$18.85	\$9,519.25	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$9,519.25		
15	12610	Radial Comb. Curb and Gutter, CG-6	LF	50	\$18.85	\$942.50	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$942.50		
16	12020	Curb, CG-2	LF	20	\$17.80	\$356.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$356.00		
17	12022	Radial Curb, CG-2	LF	42	\$17.80	\$747.60	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$747.60		
18	13222	Hydraulic Cement Concrete Sidewalk 7"	SY	7	\$126.00	\$882.00	0.00	\$0.00	7.00	7.00	\$882.00	100.00%	\$0.00		
19	13108	CG-12 Detectable Warning Surface	SY	2	\$378.00	\$756.00	0.00	\$0.00	2.00	2.00	\$756.00	100.00%	\$0.00		
20	22643	Temporary Fence	LF	667	\$6.30	\$4,202.10	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$4,202.10		
21	22643	VDOT Std Fence, FE-CL	LF	667	\$24.15	\$16,108.05	0.00	\$0.00	667.00	667.00	\$16,108.05	100.00%	\$0.00		
22	13212	RW Monument RM-2	EA	9	\$294.00	\$2,646.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$2,646.00		
23	24430	Demolition of Pavement, Flexible	SY	215	\$12.19	\$2,620.85	0.00	\$0.00	162.00	162.00	\$1,974.78	75.35%	\$646.07		
24	24602	Remove Exist. Fence	LF	675	\$2.36	\$1,593.00	0.00	\$0.00	675.00	675.00	\$1,593.00	100.00%	\$0.00		
25	50600	Relocate Exist Sign	EA	3	\$500.00	\$1,500.00	3.00	\$1,500.00	0.00	3.00	\$1,500.00	100.00%	\$0.00		
26	50600	Remove Exist. Mailbox	EA	1	\$100.00	\$100.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$100.00		
27	00529	Flowable Backfill	CY	4	\$430.05	\$1,720.20	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$1,720.20		
<b>PAGE 2 TOTAL</b>						\$338,869.90		\$55,381.90			\$245,341.29		\$93,528.61		

**CONTINUATION SHEET**

G 703

Page 3 of 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: SIX  
 APPLICATION DATE: 01/20/20  
 PERIOD TO: 01/20/20  
 PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001  
 The Blair Bros. Inc.

In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B SPEC NO.	C DESCRIPTION OF WORK	D UNIT	E QUANTITY	F UNIT PRICE	G TOTAL	H WORK THIS PERIOD		J PRIOR UNITS	K WORK TO DATE		M % (L+G)	N BALANCE TO FINISH (G-L)
							UNITS	AMOUNT		UNITS	AMOUNT		
28	01156	Concrete Pipe 15"	LF	60	\$121.10	\$7,266.00	0.00	\$0.00	60.00	60.00	\$7,266.00	100.00%	\$0.00
29	01186	Concrete Pipe 18"	LF	137	\$142.25	\$19,488.25	0.00	\$0.00	137.00	137.00	\$19,488.25	100.00%	\$0.00
30	01246	Concrete Pipe 24"	LF	95	\$147.60	\$14,022.00	0.00	\$0.00	95.00	95.00	\$14,022.00	100.00%	\$0.00
31	7506	Drop Inlet DI-5	EA	2	\$4,586.15	\$9,172.30	0.00	\$0.00	2.00	2.00	\$9,172.30	100.00%	\$0.00
32	6815	Drop Inlet DI-3A	EA	2	\$4,057.15	\$8,114.30	0.00	\$0.00	2.00	2.00	\$8,114.30	100.00%	\$0.00
33	14506	Drop Inlet Top DI-2B, L=12'	EA	1	\$6,871.00	\$6,871.00	0.00	\$0.00	1.00	1.00	\$6,871.00	100.00%	\$0.00
34	06150	End Section, ES-1, 15"	EA	1	\$1,583.70	\$1,583.70	0.00	\$0.00	1.00	1.00	\$1,583.70	100.00%	\$0.00
35	06240	End Section, ES-1, 24"	EA	1	\$1,896.55	\$1,896.55	0.00	\$0.00	1.00	1.00	\$1,896.55	100.00%	\$0.00
36	09056	Manhole, MH-1 or 2	LF	12	\$652.40	\$7,828.80	0.00	\$0.00	12.00	12.00	\$7,828.80	100.00%	\$0.00
37	09057	Frame and Cover, MH-1	EA	2	\$682.65	\$1,365.30	0.00	\$0.00	2.00	2.00	\$1,365.30	100.00%	\$0.00
38	24825	Modify Exist. Drainage Structure	EA	1	\$3,150.00	\$3,150.00	0.00	\$0.00	1.00	1.00	\$3,150.00	100.00%	\$0.00
39	09148	Erosion Control Stone, Class A1 EC-1	TONS	3	\$131.90	\$395.70	0.00	\$0.00		0.00	\$0.00	0.00%	\$395.70
40	42080	8" Sanitary Sewer Pipe, Ductile Iron	LF	1099	\$184.05	\$202,270.95	0.00	\$0.00	1,099.00	1,099.00	\$202,270.95	100.00%	\$0.00
41	09056	Sanitary Manhole (MH-1)	VF	57	\$500.00	\$28,500.00	0.00	\$0.00	57.00	57.00	\$28,500.00	100.00%	\$0.00
42	09057	Sanitary Manhole Frame and Cover	EA	6	\$599.75	\$3,598.50	0.00	\$0.00	6.00	6.00	\$3,598.50	100.00%	\$0.00
43	42064	6" Sanitary Sewer Lateral, SDR26	LF	470	\$205.25	\$96,467.50	0.00	\$0.00	493.10	493.10	\$101,208.78	104.91%	(\$4,741.28)
44	42840	Sanitary Sewer Cleanout	EA	7	\$1,190.30	\$8,332.10	0.00	\$0.00	7.00	7.00	\$8,332.10	100.00%	\$0.00
45	41104	Adjust Water Valve to Grade	EA	3	\$294.00	\$882.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$882.00
46	24825	Mod. Exist San Sewer Manhole	EA	1	\$2,331.05	\$2,331.05	0.00	\$0.00	1.00	1.00	\$2,331.05	100.00%	\$0.00
47	54048	Type B Class I Pvmt Line Marking 24"	LF	60	\$6.30	\$378.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$378.00
48	54034	Type B Class I Pvmt Line Marking 6"	LF	1010	\$1.10	\$1,111.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,111.00
49	54032	Type B Class I Pvmt Line Marking 4"	LF	1800	\$1.00	\$1,800.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,800.00
50	54574	Pvmt Syb Mrkg Sgl Turn Arrow Ty B, CL I	EA	6	\$120.75	\$724.50	0.00	\$0.00		0.00	\$0.00	0.00%	\$724.50
51	50108	Sign Panel	SF	16	\$16.30	\$260.80	16.00	\$260.80		16.00	\$260.80	100.00%	\$0.00
52	50434	Sign Post, STP-1, 2.5"	LF	12	\$13.15	\$157.80	12.00	\$157.80		12.00	\$157.80	100.00%	\$0.00
53	50485	Concrete Foundation STP-1	EA	1	\$262.50	\$262.50	1.00	\$262.50		1.00	\$262.50	100.00%	\$0.00
54	54101	Non Standard Pavement Marking Raised Pavement Markers	EA	16	\$99.75	\$1,596.00	0.00	\$0.00		0.00	\$0.00	0.00%	\$1,596.00
PAGE 3 TOTAL						\$429,826.60		\$681.10			\$427,680.68		\$2,145.92

# CONTINUATION SHEET

G 703

Page 4 of 4

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

SIX

APPLICATION DATE:

01/20/20

PERIOD TO:

01/20/20

PROJECT NO: 0258-300-199, P101, C501 FHWA 534 Data: 24001

The Blair Bros., Inc.

A ITEM NO.	B SPEC NO.	C DESCRIPTION OF WORK	D UNIT	E QUANTITY	F UNIT PRICE	G TOTAL	H WORK THIS PERIOD		J PRIOR UNITS	K WORK TO DATE		M % (L + G)	N BALANCE TO FINISH (G - L)
							I UNITS	I AMOUNT		K UNITS	L AMOUNT		
55	27451	Inlet Protection, Type A	EA	3	\$525.00	\$1,575.00	0.00	\$0.00	1.50	1.50	\$787.50	50.00%	\$787.50
56	27461	Inlet Protection, Type B	EA	3	\$498.75	\$1,496.25	0.00	\$0.00	1.50	1.50	\$748.13	50.00%	\$748.13
57	27505	Temporary Silt Fence, Ty. A	LF	1500	\$2.26	\$3,390.00	0.00	\$0.00	1,162.00	1,162.00	\$2,626.12	77.47%	\$763.88
58	27410	Check Dam, Type I	EA	2	\$516.00	\$1,032.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$1,032.00
59	27318	Rolled Erosion Control Product, EC-2 Type I	SY	720	\$1.80	\$1,296.00	432.00	\$777.60	288.00	720.00	\$1,296.00	100.00%	\$0.00
60	27022	Topsoil, Class A, 2"	ACRE	0.25	\$16,950.00	\$4,237.50	0.25	\$4,237.50	0.00	0.25	\$4,237.50	100.00%	\$0.00
61	27022	Topsoil, Class B, 2"	ACRE	0.25	\$16,950.00	\$4,237.50	0.25	\$4,237.50	0.00	0.25	\$4,237.50	100.00%	\$0.00
62	27102	Regular Seed	LB	150	\$11.85	\$1,777.50	150.00	\$1,777.50	0.00	150.00	\$1,777.50	100.00%	\$0.00
63	27103	Overseeding	LB	50	\$10.45	\$522.50	50.00	\$522.50	0.00	50.00	\$522.50	100.00%	\$0.00
64	27230	Fertilizer (Nitrogen-N)	LB	50	\$1.10	\$55.00	10.00	\$11.00	40.00	50.00	\$55.00	100.00%	\$0.00
65	27231	Fertilizer (Phosphorous-P)	LB	60	\$1.35	\$81.00	12.00	\$16.20	48.00	60.00	\$81.00	100.00%	\$0.00
66	27232	Fertilizer (Potassium-K)	LB	50	\$1.65	\$82.50	10.00	\$16.50	40.00	50.00	\$82.50	100.00%	\$0.00
67	27101	Temporary Seed	LB	100	\$6.80	\$680.00	0.00	\$0.00	100.00	100.00	\$680.00	100.00%	\$0.00
68	27440	Mowing	HR	20	\$165.10	\$3,302.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$3,302.00
69	27250	Lime	TON	3	\$1,362.25	\$4,086.75	0.00	\$0.00	1.50	1.50	\$2,043.38	50.00%	\$2,043.38
70	24282	Flagger Service	HR	800	\$47.00	\$37,600.00	94.50	\$4,441.50	910.50	1,005.00	\$47,235.00	125.63%	(\$9,635.00)
71	24160	Temporary (Construction) Sign	SF	80	\$11.55	\$924.00	0.00	\$0.00	80.00	80.00	\$924.00	100.00%	\$0.00
72	24272	Truck Mounted Attenuator	HR	320	\$14.95	\$4,784.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$4,784.00
73	24278	Group 2 Channelizing Devices Type D, Class II Temp. Pvmnt	DAY	10800	\$0.35	\$3,780.00	5,940.00	\$2,079.00	0.00	5,940.00	\$2,079.00	55.00%	\$1,701.00
74	54512	Mrkg 4"	LF	1400	\$1.60	\$2,240.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00%	\$2,240.00
PAGE 4 TOTAL						\$77,179.50		\$18,116.80			\$69,412.62	89.94%	\$7,766.88
PAGE 3 TOTAL						\$429,826.60		\$681.10			\$427,680.68	99.50%	\$2,145.92
PAGE 2 TOTAL						\$338,869.90		\$55,381.90			\$245,341.29	72.40%	\$93,528.61
TOTAL						\$845,876.00		\$74,179.80			\$742,434.59	87.77%	\$103,441.41

**Prism Contractors & Engineers**

1568 Manufacture Drive  
Williamsburg, VA 23185  
(757) 874-5670  
(757) 874-5671

**Bill To:**

Town of Smithfield, VA  
911 South Church Street  
PO Box 246  
Smithfield, VA 23431



**INVOICE**

Invoice No: TOS-001-3B  
Date: 1/16/2020  
Terms: Due Upon Receipt  
Job No: TOS-001  
PO #:

Quantity	Work State	Description	Unit Price	Extended Price
	Virginia	Sanitary Sewer/Storm Drain Rehab Contract		
		Storm Drain CIPP & Clean/CCTV - 1/10/20		
1.00		Mobilization of Main Line Lining Crew	1,500.00	1,500.00
32.90		Clean (light) & TV Inspection of 12" Pipes - 32.9 LF @ \$2.50/LF	2.50	82.25
186.50		Install 30" x 15.0 mm CIPP Liners - 186.5 LF @ \$140/LF	140.00	26,110.00
1.00		Easement CIPP Installations, per setup - 1 EA @ \$2,250/EA	2,250.00	2,250.00
4.00		Fence Removal / Re-Install - 4 EA @ \$500/EA	500.00	2,000.00

TC. approved Proposal  
10-1-19 \$ 34,366.<sup>00</sup>

Total Amount Due



**REW Corporation**

3708 Adams Street  
Suite E  
Portsmouth VA 23703  
757-686-0800

License: 2701 033089A  
SWaM: 700772

**Contract Invoice**

Invoice#: 2571813-1

Date: 01/13/2020

**Billed To:** Town of Smithfield  
P.O. Box 246  
Smithfield VA 23430

**Project:** RO Plant Bypass Pump & Piping Installation  
RO Plant Bypass  
Smithfield VA 23431

**Due Date:** 02/12/2020

**Terms:** Net 30 Days

**Order#** PW-19-24

Description	Amount
Invoice	48,500.00

**Notes:**

This invoice is for the labor and materials for the RO Plant Bypass Pump and Piping installation. If you have any questions please let me know.

Thank you,  
Tammy Gregory

*A service charge of 18 % per annum will be charged on all amounts overdue on regular statement dates.*

*Thank you for your business and prompt payment!*

Non-Taxable Amount:	48,500.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>48,500.00</b>

**AFFIDAVIT AND WAIVER OF LIENS**

The undersigned, **William C. Stewart Jr., Vice President**, a **Virginia Electrical Contractor** ("Affiant"), is a general contractor, subcontractor, material provider or other entity or person furnishing services, labor and/or materials in the construction or repair of improvements to real estate located at **Smithfield, VA** owned by Town of Smithfield. ("Owner").

Affiant has requested payment in the amount of **\$ 48,500.00** (the "Payment"), as set forth in the invoice to which this Affidavit and Waiver of Liens is attached (the "Invoice"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiant, pursuant to due authority, does hereby:

(1) Warrant to Owner and any lienholder or bond claimant that (a) as of the date of the Invoice, Affiant has paid (or shall, promptly upon Affiant's receipt of the Payment, pay) all amounts then due from Affiant to all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment or supplies with respect to the construction or repair of improvements upon the real estate identified above pursuant to that contract for the **Provided labor and materials for RO Plant PS Bypass Pump & Piping (PO# PW-19-24)** Project between Owner and **R.E.W. Corporation** (the "Agreement"), (b) upon receipt of the Payment, none of such laborers, sub-subcontractors, suppliers, material men, or claimants has any claim, demand or lien against Owner's property (real or personal), facilities or any part thereof and (c) all applicable taxes, fees and benefits relating directly or indirectly to the amounts invoiced in the Invoice have been (or shall, promptly upon Affiant's receipt of the Payment, be) paid in full.

(2) Certify to Owner that Affiant (a) upon receipt of the Payment, has no outstanding claims against Owner, or anyone for whom Owner is responsible, in connection with the services, labor or work performed or materials and equipment supplied by the Affiant or anyone claiming through Affiant, (b) has not and will not exercise or assign any right to perfect a lien against Owner's property, facilities or any part thereof based upon materials or equipment delivered and/or services performed in connection with the amounts invoiced in the Invoice and (c) has the right, power and authority to execute this Affidavit and Waiver of Liens; and

(3) Remise, release, waive, relinquish and forever quitclaim unto Owner, its successors and assigns, all rights that presently exist or hereafter may accrue to Affiant to file any lien or claim of any kind whatsoever against the above stated real estate based on the delivery of materials or equipment and/or the performance of services in connection with the Invoice.

IN WITNESS WHEREOF, this Affidavit and Waiver of Liens is executed this **13<sup>th</sup>** day of **January, 2020** pursuant to due authority.

**R.E.W. Corporation**

By:

Name:

Its:



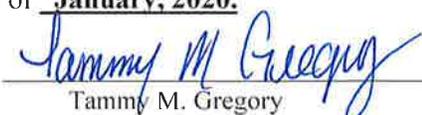
**William C. Stewart Jr.**

**Vice President**

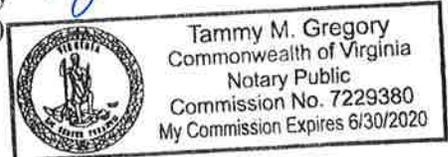
STATE OF **Virginia** ;  
CITY/COUNTY OF **Portsmouth** :

Subscribed and sworn before me this **13<sup>th</sup>** day of **January, 2020.**

My Commission expires: **06/30/2020**  
#7229380



Tammy M. Gregory  
(Notary Public)



Job # 257-18-13

# PURCHASE ORDER

## Town of Smithfield

310 Institute St., PO Box 246  
Smithfield, VA 23430  
Phone: (757) 365-4200  
Fax: (757) 357-4253  
Website: www.smithfieldva.gov

DATE 6/10/2019  
PO # PW-19-24



### VENDOR

REW  
Brand Black  
3708 Adams Street, Suite E  
Portsmouth, VA 23703  
Phone: (757) 686-0800  
Fax: (757) 686-0823

### SHIP TO

Town of Smithfield  
Public Works-Jessie Snead  
293 Cary Street  
Smithfield, VA 23430  
Phone: (757)-634-2869

REQUESTED BY	PAYMENT TERMS	SHIP VIA	FISCAL YEAR	SHIPPING TERMS	
Jessie Snead	NET 30		2018-2019		
ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL	
	RO Plan Bypass Pump & Piping installation			48,500.00	
				SUBTOTAL	48,500.00
				TAX	-
				SHIPPING	-
				OTHER	-
				<b>TOTAL</b>	<b>\$ 48,500.00</b>

Comments or Special Instructions

*Jessie Snead*  
\_\_\_\_\_  
Department Head

*Ellen D. [Signature]*  
\_\_\_\_\_  
Town Treasurer

*[Signature]*  
\_\_\_\_\_  
Town Manager

**Robinson, Farmer, Cox Associates, PLLC**  
*Certified Public Accountants*

**PO Box 6580 Charlottesville, VA 22906 434-973-8314**

Town of Smithfield, VA  
c/o Ellen Minga, Treasurer  
P.O. Box 246  
310 Institute Street  
Smithfield, VA 23431

Invoice No. 68299  
Date 01/17/2020  
Client No. 051900

---

**For Professional Services Rendered as Follows:**

Audit of the financial statements for year ended June 30, 2019.

Current Invoice Amount \$ 26,500.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
26,500.00	0.00	0.00	0.00	0.00	26,500.00

*If paying by check, please include your Client Number.*

*For your convenience, we also accept all major credit & debit cards.*

**Pay online! [www.RFCA.com](http://www.RFCA.com) – Client Sites - Make a Payment** (at no fee to you)

Link for online payments: [RFCA - Make a Payment](#) or call 434-973-8314

**Finance charges will be assessed on past due balances.**

## Fixed Assets

### Introduction and Purpose

The Town's property control program is structured to serve several functions. It is a perpetual inventory system which provides Town officials with information required to control the use and location of Town property, determine replacement schedules, serves as a basis to determine property to be covered for insurance purposes, and provides information for the Town's financial records.

It is the responsibility of each department to ensure that all property and equipment under their control is properly accounted for in the Town's Fixed Asset listing. The department director controlling the asset shall be responsible for securing personal property assigned to their department and may be held responsible for any lost or missing Town assets.

### Definition of Fixed Assets:

a. Capitalizable Fixed Assets:

A capitalizable fixed asset shall be defined as any asset or group of assets acquired by the Town that has a useful life in excess of three years and a fair market value or acquisition cost of at least \$25,000.00 when received. Examples include land, buildings, easements, vehicles, machinery, etc. Specific determinations shall be referred to the Town Treasurer.

b. Controllable Fixed Assets

A controllable fixed asset shall be defined as any asset acquired by the Town requiring tracking and security from theft with a useful life of three years or less and a fair market value or acquisition cost of less than \$25,000.00 when received. Examples include computers, cellular phones, radios, weapons, cameras, video equipment, and power tools. Specific determinations relating to the categorization of specific items shall be referred to the Town Treasurer.

## **Controllable Assets:**

Controllable assets are not subject to depreciation and are expensed in the fiscal period acquired. Controllable assets are typically sensitive in nature and are easily converted to cash. These assets may be required to have an inventory control sticker and shall be listed in the Town's controllable fixed asset listing. Controllable assets shall be secured in a manner dependent on its operational use and /or susceptibility to loss or theft. Specific determinations relating to the categorization of specific items shall be referred to the Town Treasurer.

## **Valuation**

### a. Valuation of Fixed Assets

Valuation of fixed assets will be at original cost, which includes list price, minus any cash discounts plus shipping and installation costs. (For example, list price of \$8,500 less 10% cash discount plus \$50 shipping and installation = \$7,700 fixed asset value.) Valuation of a donated asset shall be the fair market value of the asset at the date of acquisition.

### b. Valuation of Group Assets

Group assets are those assets that individually are less than the capitalizable threshold but collectively value above said threshold. The following two criteria shall be used in making such a determination:

1. The expected economic useful service life of the entire group of assets and;
2. The materiality of the total purchase price or acquisition cost of the group of assets involved.

Valuation of group assets will be made on a case-by-case basis at the discretion of the Town Treasurer upon approval by the Town Manager.

## **Depreciation**

Fixed Assets can be depreciable or non-depreciable. Land is not subject to depreciation. The straight-line depreciation method shall be used on all depreciable fixed assets according to generally accepted accounting principles. A composite life table shall be used as the basis in the determination of an asset's useful life. This table was based on an

article by Paul E. Guenwald of American Appraisal Associates for Governmental Accounting Focus titled “Estimated Useful Lives for Capital Assets”. The useful life of a particular asset may be adjusted based on the Town’s experience as deemed appropriate.

TOWN OF SMITHFIELD COMPOSITE ASSET LIFE TABLE			
ASSET CLASSIFICATION	ASSET LIFE (YEARS)	ASSET CLASSIFICATION	ASSET LIFE (YEARS)
Art & Historical Collections	0	Land Improvements-Athletic Fields	15
Athletic Equipment	10	Land Improvements-Fountains	20
Audio/Visual Equipment	5	Land Improvements-Retaining Walls	20
Bike/Jogging Paths-Dirt	10	Land Improvements-Bleachers	20
Bike/Jogging Paths-Gravel	15	Land Improvements-Running Track	15
Bike/Jogging Paths-Concrete	30	Land Improvements-Outdoor lighting	20
Bike/Jogging Paths-Asphalt	20	Land Parcels	0
Bike/Jogging Paths-Composite Rubber	7	Licensed Vehicles	8
Bike/Jogging Paths-Brick/Stone	50	Machinery & Tools	15
Books & Multi-Media Materials	5	Marinas/Slips/Docks/Piers/Boardwalks	10
Bridges (Precast concrete)	40	Outdoor Equipment	20
Bridges (Prestressed concrete)	45	Parking Lots (Asphalt)	15
Bridges (Steel with truss)	50	Parking Lots (Brick or Stone)	45
Bridges (Steel without truss)	45	Parking Lots (Concrete)	35
Bridges (Timber/wood)	30	Parking Lots (Gravel)	10
Bridges-Pedestrian (Steel)	30	Police & Fire Equipment	10
Bridges-Pedestrian (Concrete)	30	Police Vehicles	5
Bridges-Pedestrian (Wood)	25	Portable Structures	25
Business Machines	10	Pumps, Motors & Meters	20
Carpet Replacements	7	Road Signage	10
Collect & Distribute (Water/Sewer)	30	Roofing	20
Communications Equipment	10	SCADA Equipment	10
Computer Equipment	3	Science & Engineering Equipment	10
Computer Software	3	Seawalls	30
Construction-Permanent Structures	50	Sewer Equipment	15
Contractor's Equipment	10	Sidewalks & Curbs (Asphalt)	25
Copy Machines	5	Sidewalks & Curbs (Brick or Stone)	50
Culverts-Major-Concrete-precaster	40	Sidewalks & Curbs (Concrete)	30
Culverts-Major-Concrete-prestress	45	Sprinkler/Fire Systems	25
Culverts-Major-Timber log treated	30	Street Lighting (Concrete)	30
Culverts-Major-Steel	30	Street Lighting (Metal)	20
Culverts-Small-Plastic	25	Street Lighting (Wood)	15
Culverts-Small-Cast Iron	30	Streets (Dirt)	10
Culverts-Small-Metal Corrugated	30	Streets (Gravel)	15
Culverts-Small-Concrete	40	Streets (Asphalt Pavement)	20
Dams, Basins, & Levees (concrete)	60	Streets (Brick or Stone)	50
Electrical/Plumbing	20	Streets (Concrete Pavement)	30
Elevators	20	Storm Drains-Plastic	25
Fire System	25	Storm Drains-Cast Iron	30
Furniture & Accessories	20	Storm Drains-Metal Corrugated	30
Grounds & Maintenance Equipment	15	Storm Drains-Concrete	40
HVAC Systems	10	Storm Drains-Ditch/Trench	100
Infrastructure	65	Traffic Signals-Hung Wire	15
Interior Construction	15	Traffic Signals-Mast Arms	20
Interior Renovation	10	Uniforms	5
Kitchen/Appliances/Custodial Equipment	5	Utilities/Water/Sewer/Electrical Equip.	30
Land Improvements-fencing, gates	20	Water Storage Tank	50
Land Improvements-Landscaping	10	Water Tank Renovations	10
Land Improvements-outside sprinkler systems	25	Water/Wastewater Equipment	10

## **Recording of Fixed Assets**

All asset records shall be kept current. Fixed assets shall be entered into the fixed asset accounting system on a monthly basis.

The Treasurer's office shall process all Fixed Asset additions in a timely manner. The Treasurer shall review all charges to property line items (equipment, vehicle, etc.) subsequent to each payable cycle and note any expenditures that meet the fixed asset classification definitions above.

Each capitalizable and controllable asset (where appropriate) will be assigned a fixed asset number. These numbers shall have corresponding tags and shall be affixed to the assets. The Treasurer's office shall be responsible for issuing asset tag numbers and ensuring said tags are initially affixed to the acquired property where applicable.

Departments shall be responsible for monitoring the department's property listing as provided by the Treasurer's office quarterly for accuracy and completeness and for ensuring asset tag numbers are attached to equipment where required. It is the department's responsibility to ensure that fixed asset records remain current and accurate.

## **Placement Locations for Fixed Asset Tags**

To assist in locating property tags affixed to assets, tags shall be affixed in identical locations on similar items. Tags shall be placed on the front main body of the asset and should be clearly visible where possible and in a location that is not subject to disturbance or dislocation.

## **Disposing of Fixed Assets**

When a fixed asset is no longer of use to a department or becomes obsolete requiring disposal, a Fixed Asset Disposal Form shall be completed and forwarded to the Treasurer's office for asset transfer to another department or surplus processing.

## **Audit of Fixed Assets**

The inventory of fixed assets shall be subject to audit internally by the Treasurer's office and externally by independent auditors hired for the annual fiscal year end audit.

Adopted this \_\_\_\_ day of February 2020 to be retroactive to July 1, 2019.

**PARKS AND RECREATION  
COMMITTEE**

## Parks and Recreation Operation Update January 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			New Year's Day 10:00 AM - 5:00 PM SC MH 12:00 PM Keen Jr Birthday Party	1:00 PM - 9:00 PM SC MHSu 1:00 PM Chalsma and Meadows Wedding and Reception	1:00 PM - 11:00 PM SC MHSu 5:00 PM Chalsma and Meadows Wedding and Reception	11:00 AM - 10:00 PM SC MHSu 4:00 PM Spratley Anniversary Celebration
5	6	7	8	9	10	11
		2:00 PM - 3:00 PM SC C&D 2:00 PM Town Special Events Meeting 7:00 PM - 10:00 PM SC A&B 7:00 PM Town Council 7:00 PM - 10:00 PM SC C&D 7:00 PM WCFB Meeting	8:30 AM - 10:00 AM SC C&D 8:30 AM Smithfield 2020	8:00 AM - 1:00 PM SC MH 9:00 AM Town Employee Training	11:00 AM - 12:00 AM SC MH 6:30 PM Ricks and Snyder Reception	11:00 AM - 11:00 PM SC MH 5:00 PM Tanita Celebration Banquet
12	13	14	15	16	17	18
		4:00 PM - 5:00 PM SC A&B 4:00 PM Pinewood Heights Management Team Meeting	7:00 AM - 5:00 PM SC C&D 8:00 AM Surry Power Station Meeting 8:00 AM - 4:00 PM SC A&B 10:00 AM VA Coalition Farmers Market Workshop	10:00 AM - 3:00 PM SC Suites 12:00 PM Smithfield Women's Club	Lee-Jackson Day 8:00 AM - 1:00 PM WC Manor House 8:00 AM BOB Fest Food Prep 12:00 PM - 8:00 PM SC MHSu 12:00 PM Faulk and McKay Wedding and Reception	7:00 AM - 8:00 PM WC Riverfront 8:00 AM BOB Festival 1:00 PM - 11:00 PM SC MHSu 3:00 PM Faulk and McKay Wedding and Reception
19	20	21	22	23	24	25
7:00 AM - 8:00 PM WC Riverfront 8:00 AM BOB Festival 10:00 AM - 7:00 PM SC MHSu 3:00 PM MLK Program	MLK Day 8:00 AM - 5:00 PM WC Manor House 8:00 AM Town Manager Interviews	7:00 AM - 5:00 PM SC MH 8:00 AM Food Service Fundamentals 9:00 AM - 10:00 AM SC C&D 9:00 AM Schoolhouse Museum 11:30 AM - 12:30 PM SC C&D 11:30 AM Crimeline Meeting 6:00 PM - 7:00 PM SC A&B 6:00 PM BLAD		7:30 AM - 5:30 PM SC A&B 8:00 AM PM Training 5:00 PM - 10:00 PM SC C&D 7:00 PM 2020 Southern States Equine Meeting	12:00 PM - 12:00 AM SC MHSu 6:00 PM IOW Rescue Squad Banquet	10:00 AM - 10:00 PM SC MHSu 4:00 PM Harris 50th Anniversary Vow Renewal
26	27	28	29	30	31	
	3:00 PM - 5:00 PM SC C&D 3:00 PM Committee Meetings 4:00 PM - 10:00 PM SC MH 6:30 PM After Action Seminar	3:00 PM - 5:00 PM SC C&D 3:00 PM Committee Meetings 5:00 PM - 7:00 PM SC Kitchen 5:00 PM Kitchen Deep Clean		12:00 PM - 10:00 PM SC MH 6:00 PM Farmers Market Appreciation Event	12:00 PM - 4:00 PM WC Manor House 12:00 PM Smithfield (Foods) Reception for Meeting Planners	

Upcoming Special Events and Park Programming			
Day	Date	Event	Location
Sat	Feb 22	CASA Gala	Smithfield Center
Thu	Feb 27	Flavors of Isle of Wight	Smithfield Center

## Lesley King

---

**From:** smithfieldva.gov <noreply@smithfieldva.gov>  
**Sent:** Saturday, January 18, 2020 12:56 PM  
**To:** Jon Flores; Brian Thrower; TownCouncil  
**Subject:** Town Council Department Contact Form

iPlasmaCMS Department Contact Form Message Generated on January 18, 2020

Name: Pam Jordan  
Email Address: pam78@aol.com  
Phone Number: 7578105207  
Preferred Contact Method: Email

### Comments

I am a volunteer with Relay For Life of Isle of Wight/Surry. We are proud and appreciate that our community that has taken up the fight against cancer for many years.

Paint The Town Purple is a great visual way to spread the word about Relay For Life, recruit new Survivors and Caregivers, engage new and returning Teams/Team Members, and encourage our Sponsors to get more involved in Relay For Life.

Two years ago we requested permission to Paint The Town Purple. We were given the go-ahead by the Town Council members and that year's project was tying purple ribbons on light/street poles on Main Street and S. Church Street. That is also our request for 2020. At this time, we have scheduled the weekend of April 4th & 5th; the ribbons would stay up until our Relay For Life event at Luter Sports Complex on Saturday, May 2nd. We will also Paint The Towns of Windsor and Surry this year.

Please contact me if you have any questions or concerns (or would like to start a Relay team/make a donation). I look forward to hearing from you - thank you for considering our request.

IP ADDRESS: 75.170.95.64

USER AGENT: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko)  
Chrome/79.0.3945.117 Safari/537.36

The information in this e-mail (including attachments, if any) is considered confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this e-mail is prohibited except by or on behalf of the intended recipient. If you have received this email in error, please notify me immediately by reply e-mail, delete this e-mail, and do not disclose its contents to anyone. Any opinions expressed in this e-mail are those of the individual and not necessarily of the The Town of Smithfield Virginia . Thank you. IT

\*Emails sent through LinkedIn, Constant Contact, or Infusion Mail may Not make it to the person you are trying to reach, as those emails will have different MIME From: and SMTP From: addresses, common to Spam Senders.

\*\*Documents containing Macros are Blocked from this domain and may not make it to your recipient. Documents containing Macros often contain Virus Downloaders

NFWF Living Shorelines in James River

Preliminary Budget for

Windsor Castle Park Kayak Launch Site

Prepared by Jim Cahoon, Bay Environmental, Inc. on September 26 2019

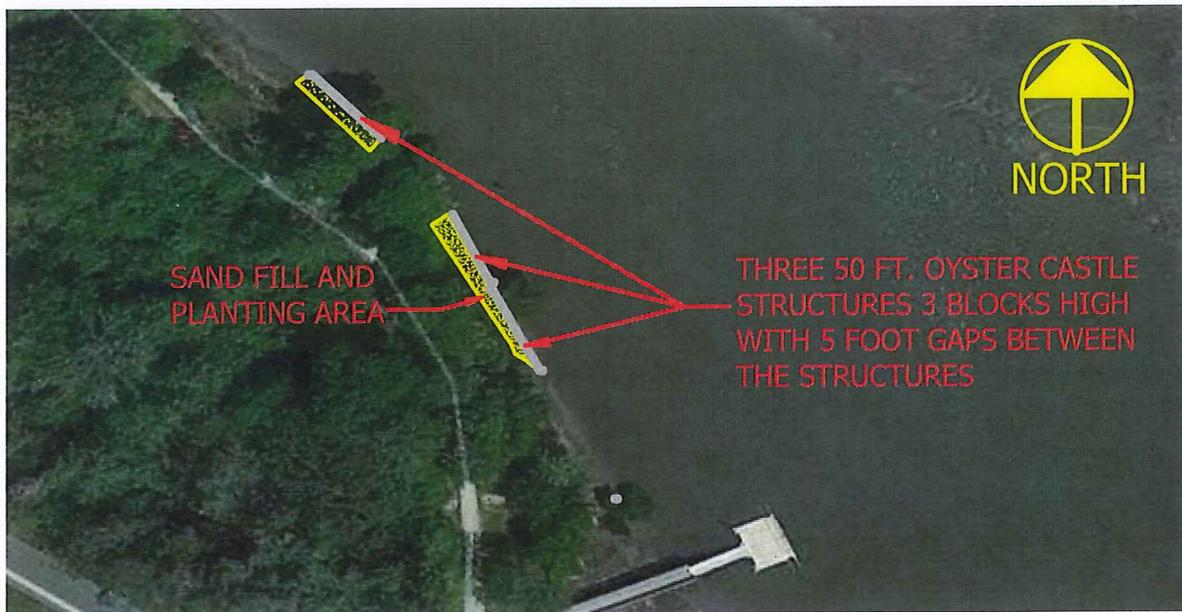
Description:

Shoreline is experiencing erosion at toe of a steep slope. Proposed living shoreline is an oyster castle toe sand backfilled small shoreline approximately 150 linear feet from an existing dock to a tie in along the shoreline north of the existing pier.

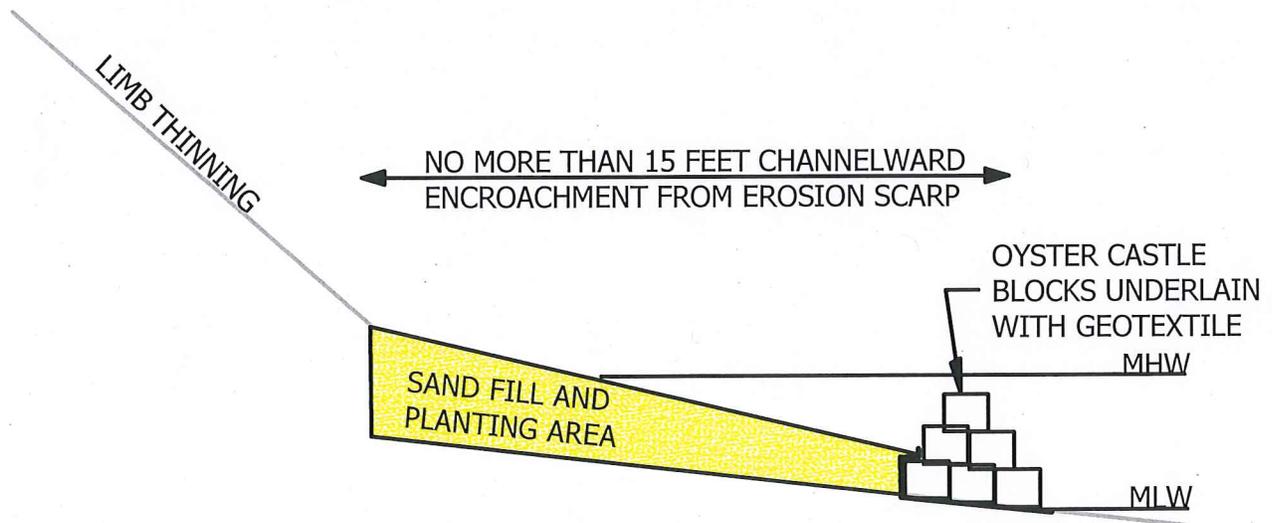
Tree removal (1 to 2 large trees) and limbing recommended to open up the shoreline for more sunlight to encourage marsh grass growth. Sand fill will be slid down a temporary plywood flume from the top of bank with skid steere and then hand placed with wheelbarrow. Target elevations are upper 1/3rd of the tide range to approximately 1.5 times the tide range to establish a Spartina alterniflora Spartina patens planting area. Goose exclusion fencing will be installed following planting.

Item	Amount	Units	Unit Rate	Fee Per Item
Topographical Survey	1	Lump Sum	\$2,500	\$2,500
Plan Preparation	10	Hours	\$80	\$800
Wetland Permit Application Preparation	6	Hours	\$80	\$480
Site stakeout for VMRC	4	Hours	\$80	\$320
Permit Coordination	6	Hours	\$80	\$480
Mobilization/Demobilization	1	Lump Sum	\$1,200	\$1,200
Skid steere rental	3	weeks	\$450	\$1,350
Tree removal	2	trees	\$1,500	\$3,000
Tree limbing	16	Hours	\$90	\$1,440
Tree debris disposal	1	Lump Sum	\$1,500	\$1,500
Preparation of plywood flume	6	Hours	\$90	\$540
Installation of oyster castles	30	Hours	\$90	\$2,700
Oyster castle materials	1000	Blocks	\$16	\$16,000
Geotextile fabric	170	Linear Feet	\$2	\$340
Sand fill	350	tons	\$36	\$12,600
Installation of sand fill	140	Hours	\$140	\$19,600
Plant materials	800	Plants	\$2	\$1,600
Installation of plants	24	Hours	\$90	\$2,160
Gravel for path restoration	60	tons	\$100	\$6,000
Path restoration	16	Hours	\$90	\$1,440
Goose exclusion fencing materials	1500	Square Feet	\$2	\$3,000
Installation of goose fencing	16	Hours	\$90	\$1,440

\$80,490



OYSTER CASTLE BLOCKS STACKED 3 WIDE, 3 HIGH WITH 5 FOOT GAPS BETWEEN EACH 50 FOOT SECTION. SAND FILL WITH SAND BROUGHT TO SHORELINE WITH BOBCAT, THEN HAND PLACED WITH WHEELBARROW.



NOT TO SCALE  
 DATE: 9/26/2019  
 BAY # 19-047-01  
 DRAWN BY: CJC

CONCEPTUAL LIVING SHORELINE PLAN  
 WINDSOR CASTLE PARK  
 JERICO ROAD  
 SMITHFIELD, VIRGINIA





## LIVING SHORELINES SUPPORT RESILIENT COMMUNITIES

Living shorelines use plants or other natural elements—sometimes in combination with harder shoreline structures—to stabilize estuarine coasts, bays, and tributaries.



**One square mile** of salt marsh stores the carbon equivalent of **76,000 gal of gas** annually.



Marshes trap sediments from tidal waters, allowing them to **grow in elevation** as sea level rises.



Living shorelines improve **water quality**, provide fisheries **habitat**, increase **biodiversity**, and promote **recreation**.



Marshes and oyster reefs act as natural **barriers** to waves. **15 ft** of marsh can **absorb 50%** of incoming wave energy.



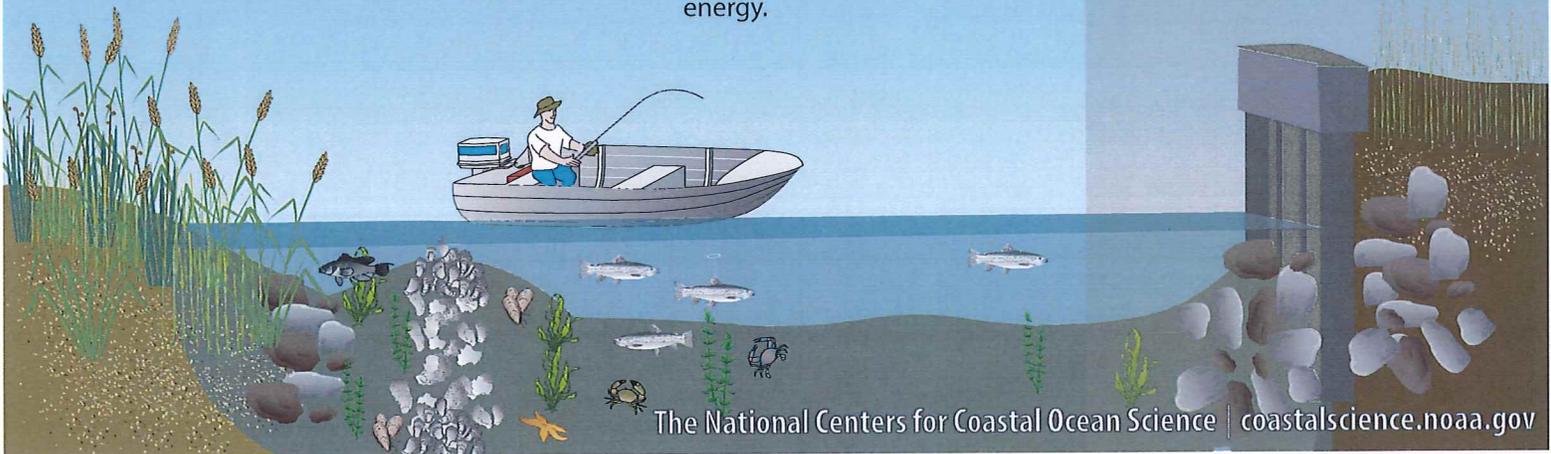
Living shorelines are **more resilient** against storms than bulkheads.



**33%** of shorelines in the U.S. will be **hardened** by **2100**, decreasing fisheries habitat and biodiversity.



Hard shoreline structures like **bulkheads** prevent natural marsh migration and may create seaward **erosion**.



## Windsor Castle Park



- One of the areas of erosion. Adjacent to the public kayak launch, roughly 150ft of total shoreline is eroding on either side of a small coquina rock headland. Visited and assessed by JRA and its partners: VIMS, DCR's Shoreline Erosion Advisory Service (SEAS), and Bay Environmental Inc. Determined to be a good candidate for a living shoreline.
- Conceptual plans for a living shoreline include sand backfill, native marsh grass plantings, and oyster castles to hold project in place. Goose exclusionary fencing would be put in place while young grasses become established.
- To allow sufficient sunlight for the marsh to grow, some limbing and minor removal of trees will be necessary.
- Routine maintenance consists of replanting denuded areas to maintain 90% cover and removing invasive species that could damage the project (mainly *Phragmites*).

**Living shoreline completed by the Elizabeth River Project (another one of JRA's partners)**



- Constructed marsh with oyster castles to maintain the “toe”, coconut fiber coir log to hold sand backfill. Plantings of native marsh grasses include smooth cordgrass and saltmeadow hay.
- ERP has installed dozens of living shorelines in the Elizabeth River watershed in Norfolk, Portsmouth, and Chesapeake.

### Oyster castle in the early stages of colonization



- ERP's oyster reefs are still "young" but have started becoming colonized by juvenile oysters, "spat."
- Any oyster castles placed in Cypress Creek would likely colonize faster than in the heavily urbanized Elizabeth River.

### Fully colonized oyster castles



- Over time, oyster castles become a fully encrusted, self-sustaining reef. This provides protection to the marsh from storms and wave action, as well as habitat and food for local animals. A single oyster can also filter fifty gallons of water in a day.