

PPEA Comprehensive Agreement

This **COMPREHENSIVE AGREEMENT** ("Agreement"), dated this 17th day of February, 2025, is by and between the **City of Chesapeake, Virginia** a Virginia municipal corporation ("Owner" or "City"); and **A & W Contractors, Inc.**, a Virginia stock corporation organized and existing under the laws of the Commonwealth of Virginia with its principal place of business located at 530 Woodlake Circle, Suite 200, Chesapeake, Virginia 23320 ("Contractor"). Owner and Contractor may be collectively referred to as the "Parties."

Recitals

1. On September 11, 2007, the City Council for the City adopted the "Guidelines for the Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002" (Sections 56-575.1, et seq. of the Code of Virginia, 1950, as amended), and adopted amendments to such guidelines by resolution on April 26, 2011 (such guidelines, as amended, referred to herein as the "PPEA Guidelines"), which establishes procedures for the development of public facilities through public-private partnerships ("Implementing Procedures"), and which also satisfy the requirements of the PPEA (as defined below).
2. On or about August 11, 2020, the Owner received an unsolicited proposal, including all attachments and exhibits, under the PPEA from Contractor (the "Contractor's Conceptual Proposal"), which was submitted in accordance with Title 56, Chapter 22.1 of the Code of Virginia of 1950, as amended. The Contractor's Conceptual Proposal proposed, among other things, to design, construct, and install various public water and sewer facilities and appurtenances (the "Project").
3. After its receipt of Contractor's Conceptual Proposal, the Owner subsequently posted notice of its decision to accept Contractor's Conceptual Proposal for conceptual phase consideration in a public area regularly used by the Owner for the posting of public notices for a period of not less than forty-five (45) days; published the same in a notice once a week for four (4) successive weeks in one or more newspapers of general circulation in the City of Chesapeake, Virginia; and posted such notice in such other places as required by the PPEA Guidelines and Section 56-575(16)(4)(b) of the Code of Virginia, 1950, as amended, to notify any parties that might be interested in submitting competing proposals.
4. After reviewing Contractor's Conceptual Proposal, the Owner selected Contractor to advance to the detailed review phase in accordance with the PPEA Guidelines, retaining the right to reject Contractor's Conceptual Proposal at any time for any reason. Contractor submitted a detailed state proposal to the City on June 11, 2021 (the "Contractor's Proposal"), which is attached hereto as Exhibit A and incorporated into this Agreement by reference as if fully laid out herein.

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5. The Owner selected Contractor for negotiation of a comprehensive agreement under the PPEA for the Project based upon Contractor's Proposal, its oral presentations, and upon the Owner's evaluation of the same.
6. The Parties have negotiated this Agreement consistent with the PPEA, other applicable laws, the PPEA Guidelines, Contractor's Proposal, and discussions between representatives of the Owner and Contractor.
7. The Parties acknowledge and agree that the Contract Documents (as defined below) are incorporated into this Agreement by reference as if fully laid out herein, subject to the order of precedence defined below.
8. Having considered this Agreement and other relevant and material information, the Owner has determined that the Project to be designed, constructed, and installed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Section 56-575.4(C) of the Code of Virginia, 1950, as amended, in that there is a public benefit derived from the Project, the estimated cost of the Project is reasonable in relation to similar facilities, and the Contractor's plans will result in the timely development of the Project.
9. The Council of the City of Chesapeake, Virginia specifically authorized the Owner to enter into this Agreement by resolution adopted on October 22, 2024, after conducting a public hearing. The parties acknowledge that the "Philmont Avenue, LLC" referred to in such resolution was the entity originally intended to serve as Contractor under this Agreement as a subsidiary of A & W Construction, Inc., but the parties have instead agreed to name A & W Construction, Inc. as Contractor hereunder for the parties' mutual convenience.

Terms and Conditions of Comprehensive Agreement

NOW THEREFORE, for and in consideration of the premises, mutual promises, conditions and covenants, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Contract Documents.** The Contract Documents are comprised of the following instruments, which are listed in descending order of precedence should there arise a conflict between or among any provisions thereof:
 - a. All written modifications, amendments and change orders to this Agreement issued in accordance with the Hampton Roads Planning District Commission Regional Construction Standards (Sixth Edition) with Special Provisions as necessary pursuant to the Owner's Public Facilities Manual ("PFM"), as amended from time to time, in the discharge of its performance obligations for the Project; and
 - b. This Agreement, including all exhibits and attachments, executed by Owner and Contractor; and
 - c. The Hampton Roads Planning District Commission Regional Construction Standards

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(Sixth Edition) with Special Provisions ("RCS"); and

- d. Construction Documents prepared and approved in accordance with the RCS, the Owner's PFM and all applicable City Ordinances.

3. Definitions. The following definitions apply to this Agreement. Capitalized terms not defined hereinbelow or elsewhere in this Agreement shall have the meanings supplied for such terms in the RCS.

- a. "Construction Documents" means the documents as referenced in Paragraph 2(d) above.
- b. "Contract Documents" means those documents listed in Paragraph 2 above.
- c. "Contract Price" means the amount that the Owner shall be obligated to pay the Contractor as stated at Paragraph 7 of this Agreement, the contract price as agreed upon including any adjustments thereto.
- d. "Contract Time" has the meaning ascribed by Paragraph 9 hereof, as may be adjusted pursuant to the Contract Documents.
- e. "Date of Commencement" means the date described in Paragraph 9(a) herein.
- f. "Comprehensive Agreement" means this Agreement and the exhibits attached hereto, including the RCS, the Owner's PFM, the Contract Documents, and all applicable City Ordinances.
- g. "Final Completion of the Work," "Final Completion," or "final completion," with respect to the Project, shall have the meaning as defined in the RCS and other Contract Documents.
- h. "Project" means the design and construction of Philmont Sanitary Sewer and Storm Drain Improvements generally described in Exhibit B.
- i. "Project Schedule" means that schedule attached hereto as part of Exhibit C, as it may be adjusted pursuant to the Contract Documents.
- j. "Substantial Completion of the Work," "Substantial Completion," or "substantial completion," with respect to the Project, shall have the meaning as defined in the RCS and other Contract Documents.
- k. "Work" means all of Contractor's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

4. General Scope. Contractor shall perform, provide, or cause to be provided all design and construction services, and provide or cause to be provided all material, equipment, services, and labor, necessary to complete the Work described in the Contract Documents.

5. Interpretation; Intent and Incorporation.

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- a. The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by this Agreement within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the order of precedence among Contract Documents shall be as provided in Paragraph 2 hereinabove.
 - b. Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in this Agreement and the RCS, and the Owner's PFM.
 - c. In accordance with Paragraph 25 hereof and as more fully provided thereby, the Contract Documents form the entire agreement between Owner and Contractor. No oral representations or other agreements have been made by the Parties, except as specifically stated in the Contract Documents.
 - d. Subject to the provisions of this Agreement and the Contract Documents, those duties specified in Section 56-575.9(D) of the Code of Virginia, 1950, as amended, to the extent applicable to the Contractor and this Agreement, are incorporated herein by reference.
6. **Ownership of Work Product.**
- a. **Work Product.** All drawings, specifications and other documents and electronic data furnished by Contractor to Owner under this Agreement (collectively, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and property interests therein, including the copyrights thereto, except as provided hereinbelow.
 - b. **Owner's Limited License Upon Payment in Full.** Upon Owner's payment in full for all Work performed under the Contract Documents, Contractor shall grant Owner a limited, irrevocable, royalty-free license to use the Work Product in connection with Owner's occupancy of the Project.
 - c. **Owner's Limited License Upon Owner's Termination for Convenience.** If Owner should terminate this Agreement for its convenience as set forth in Paragraph 13 hereof, Contractor shall, upon Owner's payment in full of the amounts due under the Contract Documents for Work performed by Contractor, shall grant Owner a limited, irrevocable, royalty-free license to use the Work Product to complete the Project and subsequently use the Project, conditioned on the following:
 - i. Use of the Work Product is at Owner's sole risk; and
 - ii. Owner agrees to pay Contractor all design and consultant fees incurred in producing the Work Product due at the time of termination as compensation for the right to use the Work Product in accordance with this Paragraph 6.
 - d. **Owner's Limited License Upon Contractor's Default.** If this Agreement is terminated due to Contractor's default pursuant to Paragraph 12 hereof, and (i) it is determined that

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Contractor was in default, and (ii) Owner has fully satisfied all of its obligations under the Contract Documents, Contractor shall grant Owner a limited, irrevocable, royalty-free license to use the Work Product in connection with Owner's completion and occupancy of the Project. This limited license is conditioned on Owner's express understanding that its use of the Work Product is at Owner's sole risk.

7. **Contract Price.** Owner shall pay Contractor in accordance with Paragraph 8 hereof the sum of \$2,453,851.80 subject to adjustments made in accordance with this Agreement and the Contract Documents. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer, and other taxes imposed by law or any governmental authority. 

8. **Payment.**

a. **Progress Payments.**

- i. Contractor shall submit to Owner on the twenty-fifth (25th) day of every month, beginning with the month after the Date of Commencement, Contractor's Application for Payment. The schedule of values upon which the Applications for Payment will be based shall be that itemized cost estimate dated September 17, 2024, and submitted to the City as part of the Contractor's Proposal, or such other schedule of values as the Owner may approve in accordance with Division 1, Sections 109-1.3(A) and (B) of the RCS.
- ii. Owner shall make payment on a billing cycle of thirty (30) days for Work actually completed within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made, and less amounts properly withheld in accordance with the Contract Documents.

b. **Retainage on Progress Payments.**

- i. Owner will retain five percent (5%) of each Application for Payment provided by Contractor. 
- ii. Upon Final Completion of the entire Work, Owner shall release to Contractor all retained amounts remaining, as applicable, as noted in the Certificate of Final Completion.

c. **Final Payment.**

Contractor shall submit its final Application for Payment to Owner in accordance with the Contract Documents. Owner shall make payment on Contractor's properly submitted and accurate final Application for Payment within thirty (30) days after Owner's receipt of the final Application for Payment, provided that Contractor has satisfied the requirements for final payment set forth in the Contract Documents.

9. **Contract Time.**

- a. **Date of Commencement.** The Work shall commence within five (5) calendar days of Contractor's receipt of Owner's notice to proceed ("Date of Commencement"), unless the

Parties mutually agree otherwise in a written instrument signed by the Parties' authorized signatories.

b. Substantial Completion and Final Completion.

- i. Substantial Completion of all Work shall be achieved no later than four hundred (400) calendar days following the Date of Commencement ("Scheduled Substantial Completion Date").
- ii. Final Completion of the Work shall be achieved no later than sixty (60) calendar days after Substantial Completion ("Scheduled Final Completion Date").
- iii. All of the dates set forth in this Paragraph 9 shall be subject to adjustment in accordance with the Contract Documents.
- iv. The Owner and Contractor agree that 'time is of the essence' in this agreement with regard to timely completion of the Project and acceptance for use by the Owner. To that end all efforts will be made to adhere to the schedule provided, subject to extensions or accelerations as required by changes in the scope of work and access to the project site.

10. Project Schedule.

- a. The Project Schedule shall be as set forth in the Contractor's Proposal, which is attached hereto as Exhibit A, provided that Substantial and Final Completion occur within the timeframe described hereinabove. Time is of the essence in achieving the Substantial Completion Date and Final Completion Date for the Project.
- b. The Owner and Contractor shall use their best efforts to timely execute their performance obligations in accordance with the Project Schedule. The Project Schedule may only be modified by a written agreement of the Parties and signed by the Parties' authorized signatories, which shall be consistent with the Contract Documents. Contractor will use its best efforts to secure an expedited review and approval by the Owner and any other governmental or private entity of applications made by Contractor for permits, reviews, inspections, or approvals. Contractor shall include in the Project Schedule sufficient allowance of time for such permitting, reviews, inspections, and approvals. Contractor may be entitled to an equitable adjustment to the Contract Time(s) if Contractor's time to achieve Substantial Completion of the Work has been adversely impacted by delays in such permitting, reviews, inspections and approvals and such delays were not caused by the actions or omissions of Contractor. For the purpose of this Agreement, a delay is not considered to be caused by the actions or omissions of Contractor if it is one of those delays described in Division 1, Sections 108-10.4(E) and 108-10.5 of the RCS.

11. Contractor shall perform the following Work:

- a. **General.** Contractor shall, upon the Date of Commencement, perform all of the Work specified in this Agreement and in the Contract Documents.
- b. **Preliminary Design.** Contractor will provide or cause to be provided the following

preliminary design services to the Owner:

i. Surveying.

- (A) Contractor shall perform all field surveys necessary to provide topographic and alignment data for the Project, which includes, but is not limited to, accurate horizontal and vertical location of underground utilities that are accessible from the ground surface. Contractor shall set and reference construction baselines to be used for construction.
- (B) Contractor shall research the existing sanitary sewer and storm sewer records and all existing utilities. All existing above ground structures for the sanitary sewer and storm systems shall be shown on the topographic survey.
- (C) Contractor shall identify, through the use of available record drawings furnished by the private utility owners, all existing underground utilities, including, but not limited to, power, gas, telecommunications, cable TV, street lighting, and traffic control facilities (the "Private Facilities").
- (D) Contractor shall research and identify existing property line monuments. Property lines shall be shown on the finished drawing.
- (E) Contractor shall provide horizontal information on the Virginia State Plane coordinates (NAD83). Vertical elevations shall be based on the Owner's Vertical Datum (North American Vertical Datum of 1988 (NAVD 88)).
- (F) Vertical Control shall be established through temporary benchmarks and shall be placed every 500 feet within the Project limits. Horizontal control ties shall be established and placed every 500 feet within the Project limits. Both Vertical and Horizontal controls are to be maintained throughout the duration of the Project.
- (G) Contractor shall cause the finished survey drawings to be sealed by a professional land surveyor.
- (H) Contractor shall prepare all applications and obtain all permits and approvals for the Project that are required for the performance of the Work for the Project, construction and use; provided, however, that the Owner shall provide signatures when required and shall assist Contractor in securing issuance of permits and approvals of other governmental bodies, when necessary.
- (I) Contractor shall furnish Owner with all supporting documents, if any, which pertain to the foregoing surveying requirements.
- (J) Contractor shall prepare any and all easement and/or land acquisition plats, if necessary, and in accordance with the City and the Commonwealth of Virginia platting standards, to facilitate condemnation or land acquisition as applicable. All plats shall be field verified prior to submittal to the Owner.

c. Design Services. The Parties intend to use a design-build approach for the design and

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construction of the Project in accordance with this Agreement and the Contract Documents. Contractor shall provide, or cause to be provided by entering into a written contract with Land Planning Solutions, the following design services:

i. General Design Services.

(A) Contractor does not provide to Owner any warranty, express or implied, regarding any services or designs delivered pursuant to the design for the Project, which is based on the design-build approach. Contractor agrees that the standard of care for all professional design services performed to execute the Work for the Project shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia practicing on similar projects at the same time.

(B) Notwithstanding any other provision of this Agreement to the contrary, no material deletion of any scope, programs or amenities that are reflected in Exhibits A, B, or C shall be effective unless such deletion is agreed to by the Parties and evidenced in a written instrument signed by the Parties' authorized signatories. The Owner shall review the plans and specifications, and shall approve them if the plans and specifications conform to the standards acceptable to the Owner and are consistent with the Contract Documents and this Agreement.

ii. Specific Design Services. Contractor shall provide the City with the following design services for the design phase:

(A) Resolve and coordinate with the City's Department of Public Utilities and Public Works on any issues relating to traffic control, open cutting of pavement, and all other issues that may impact the Project, including, but not limited to, erosion and sediment control requirements.

(B) Use the information collected and analyzed to design the Owner's facilities in accordance with the Contract Documents, the RCS, the PFM, and all generally accepted design practices in the Commonwealth of Virginia. All plans shall be prepared on 24-inch x 36-inch sheets and shall be accompanied by a cover sheet and any necessary detail sheets. Traffic control measures complying with the Manual on Uniform Traffic Control Devices shall be included with the standard details. Contractor shall be responsible for final traffic control plans to be submitted to the Department of Public Works for approval.

(C) Contractor shall submit to the Owner electronic documents for review per the Owner's Standards, and upon receipt of review comments, Contractor shall incorporate any modifications resulting from the Owner's Documents Review. Contractor shall submit these revised documents at the one hundred percent (100%) review stage for the Owner's internal transmittal to the relevant departments. Owner approved final edits will be incorporated into the Final Contract Documents.

d. Construction Services. Contractor shall provide construction services for the Project in accordance with the Contract Documents, as follows:

i. The Contractor shall perform all required Work and shall provide and furnish all labor,

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materials, necessary tools, expendable equipment, utility and transportation services, and all else required to complete the construction of the Project in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents as approved by the Owner.

- ii. Contractor shall submit shop drawings, including submittals and cut-sheets on materials proposed for the Project.
- iii. Using marked prints provided by the Contractor and/or Owner's inspectors, Contractor shall prepare construction record drawing(s) in a pdf format agreeable to both Parties. Record drawings shall be prepared in accordance with the RCS and Owner's PFM.
- iv. The Owner shall at all times be afforded reasonable access to the Project to ensure that the Contractor's activities are acceptable to the Owner and are being performed in accordance with this Agreement.
- v. All materials and equipment furnished by the Contractor, and all construction involved in this Agreement, are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of two (2) years after the date of Final Completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of two (2) years, shall be repaired or replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement, which such rights and remedies may be exercised by Owner at any time within the period of any applicable statute of limitations.
- vi. Contractor shall coordinate all inspections with City inspectors having jurisdiction over this Project.

12. Stop Work and Termination for Cause.

a. Owner's Right to Stop Work.

- i. The Owner may for its convenience, by written notice to the Contractor and at any time without cause or liability, suspend the Work or any portion thereof for a total of seven (7) cumulative Days. The Owner may suspend the Work for more than seven (7) cumulative Days upon agreement of the Parties evidenced in a written instrument and signed by the Parties' authorized signatories. Such notice shall specify the date on which the Work shall be resumed, and the Contractor shall resume the Work on the date so specified. The Contractor will be allowed an extension of the Contract Time and adjustment to Contract Price directly attributable to any suspension exceeding a total of seven (7) cumulative Days if the Contractor makes a claim in accordance with the Contract Documents, except that no extension shall be allowed if the suspension was due to a failure by the Contractor to perform the Work in accordance with the Contract Documents, including (without limitation) any suspension resulting from Owner's opening or uncovering Work which was covered or concealed per Subsection XI of Section 105 (Division 1) of the RCS.

b. Owner's Right to Perform and Terminate for Cause.

- i. If Contractor fails to (i) provide or cause to be provided a sufficient number of design professionals or skilled workers; (ii) supply the materials or equipment required by this Agreement and the Contract Documents; (iii) comply with applicable Laws and Regulations; (iv) timely pay, without cause, Design Consultants or Subcontractors in the manner and timeframe described in Va. Code § 2.2-4354; (v) execute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if Contractor (vii) becomes insolvent; (viii) makes a general assignment for the benefit of its creditors; (ix) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (x) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Paragraphs 12(b)(ii) and 12(b)(iii) below.
 - ii. Upon the occurrence of an event set forth in Paragraph 12(b)(i) above, the Owner may provide written notice to Contractor that it intends to terminate this Agreement unless the problem cited is cured, or reasonably commenced to be cured, within seven (7) days of Contractor's receipt of such notice. If Contractor fails to cure, or reasonably commence to cure, such problem, then the Owner may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period. If Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, or if the problem is of such a nature that it cannot be cured within 14 days, then the Owner may declare this Agreement terminated for Contractor's default by providing written notice to Contractor of such declaration.
 - iii. Upon declaring this Agreement terminated pursuant to Paragraph 12(b)(ii) above, the Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- c. Bankruptcy of Owner or Contractor.
- i. If either the Owner or Contractor institutes or has instituted against it a case under the United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - ii. the Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

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- iii the Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of this Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.
 - iv If the Bankrupt Party fails to comply with the foregoing obligations listed in Paragraphs 12(c)(ii) and (iii) above, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject this Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankruptcy Party under this Paragraph 12.
 - v The rights and remedies under Paragraph 12 above shall not be deemed to limit the ability of the non-Bankruptcy Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.
13. **Termination for Convenience.** Upon fourteen (14) days' written notice to Contractor, the Owner may, for its convenience and without cause and without liability to Owner, elect to terminate the Agreement. In such event, the Owner shall pay Contractor for the following:
- a. All Work executed and actually performed in connection with the Agreement; and
 - b. The Owner shall be obligated to pay Contractor for profit an amount equal to five percent (5%) of the value of the Work not performed as a result of such termination, as such value is determined by the schedule of values approved by the City pursuant to Paragraph 8 of this Agreement.
14. **Payment Bonds, Performance Bonds and Other Security.** As a mandatory condition of this Agreement, Contractor shall provide the following to the Owner no later than the Date of Commencement:
- a. Contractor shall furnish Owner with separate performance and payment bonds in the amount of one hundred percent (100%) of the Contract Price. All bonds shall be executed by a corporate surety or corporate sureties that are reasonably acceptable to the Owner and duly authorized to do business in the Commonwealth of Virginia, and meet the requirements of Section 2.2-4337 of the Code of Virginia, 1950, as amended, and are executed in a form acceptable to the Owner.
 - b. Contractor shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the Owner's issuance of any earth-disturbing or other permit and any bonds or security required by the City, the Virginia Department of Transportation, or any other governmental authority.
 - c. Contractor's failure to provide the information and documents required under Paragraphs 14(a) and (b) above shall constitute a material default and may result in the immediate termination of this Agreement by the Owner at its sole and absolute discretion, and without liability to Owner. In the event that the Owner terminates this Agreement based upon said material default, the Owner shall be entitled to exercise all remedial relief and to take the appropriate course of action available at law.

15. Insurance.

- a. Contractor shall obtain and maintain, or in the case of Professional Liability insurance, cause the Design Consultant to obtain and maintain, the following insurance with companies that are reasonably satisfactory to the Owner with at least an A (financial strength) and a VI (size) or greater rating by A.M. Best;
 - i. Worker's Compensation insurance in the amount statutorily required, including employer's liability coverage in the minimum amount of \$100,000 per each accident or disease and \$500,000 in the aggregate. Contractor shall ensure that Contractor's insurer waives its right of subrogation against the Owner and its officers, employees, agents, and representatives under such policy;
 - ii. Commercial General Liability insurance (on an occurrence basis) for a combined single limit for bodily injury and property damage of not less than \$2,000,000 with coverage, at a minimum, for (a) broad form contractual liability; (b) products liability and completed operations; and (c) broad form property damage coverage;
 - iii. Business Automobile Liability insurance for a combined single limit for bodily injury and property damage of not less than \$1,000,000; and
 - iv. Umbrella or Excess Liability insurance for a minimum single limit of \$5,000,000 supplementing the Commercial General Liability policy and Business Automobile Liability policy.
 - v. Professional Liability insurance, on a claims-made basis, in an amount not less than \$2,000,000 per occurrence and not less than \$4,000,000 in the aggregate, covering claims resulting from alleged professional errors, omissions, or wrongful acts applicable to operations performed by a certified, licensed, or registered architect or professional engineer, as required by applicable law.
 - vi. Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Automobile Liability under an Umbrella or Excess Liability policy.
 - vii. Contractor shall be responsible for the filing and settling of claims with insurance adjusters, provided that Owner also enjoys the right to file claims with insurance adjusters in its discretion.
 - viii. Contractor shall immediately upon the execution of this Agreement furnish the Owner with proof of the insurance coverage required herein.
 - ix. The Commercial General Liability and Business Automobile Liability insurance policies shall name the Owner as Additional Insureds. Contractor shall provide a policy endorsement in the form as follows:

Additional Insured- Owner, Lessees or Contractors

This endorsement conditions insurance provided under the following

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policy:

COMMERICAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Contractor as named insured, Project Name or Number, and Section II is amended to include as an insured the person or organization shown in the Schedule (Owner), but only with respect to liability arising out of "your work" for that insured by or for you. Contractor also agrees to endorse the Owner as "Additional Insureds" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

b. The Owner reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, sub-limits, deductibles, self-insured retentions, coverage and endorsements based upon any material adverse change in insurance market conditions after the date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to Contractor. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

c. Contractor agrees to provide, or cause to be provided to the Owner, Certificates of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and are in full force and effect. The Certificates of Insurance shall clearly indicate the Project name and Project number. Said Certificates of Insurance shall include a minimum of thirty (30) days' notice of any change in coverage due to cancellation or non-renewal of any policy. The Certificate Holder address shall read:

Risk Manager
City of Chesapeake, Virginia
306 Cedar Road, 6th Floor
Chesapeake, Virginia 23322
Telephone: (757) 382-6101 Fax: (757) 382-6507

16. Representations and Warranties. Contractor represents and warrants that it has legal authority to enter into this Agreement and perform all of its obligations herein (including necessary state construction and design licenses and obligations required by Section 56-575.8 of the Code of Virginia, 1950, as amended) and that the execution of this Agreement by it has been duly and properly authorized. The Owner represents and warrants that it has legal authority to enter into this Agreement and perform all its obligations herein and that the execution of this Agreement by it has been duly and properly authorized.

17. Resolution of Disputes, Claims and Other Matters. The parties shall resolve all claims, disputes, demands, and other matters arising out of this Agreement exclusively in the manner prescribed in the RCS, Division 1, Sections 105-16.1 through 105.16.5 inclusive, except that the term "Engineer" as used therein shall be construed to refer to the Owner's Director of Public

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Utilities (or their designee).

18. Notices. All notices and demands by any Party to any other shall be given in writing and sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Owner:
City of Chesapeake – Director of Public Utilities
306 Cedar Road 2nd Floor
Chesapeake, VA 23322

Copies to: City of Chesapeake – City Attorney
306 Cedar Road, 6th Floor
Chesapeake, VA 23322

To Contractor:
A&W Contractors, Inc.
Attn: Ian Hill/Chris Logan
530 Woodlake Circle Suite 200
Chesapeake, VA 23320

Any Party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier, or three (3) days after sending, if sent by certified mail, return receipt requested.

19. Successors and Assigns. Except as expressly otherwise provided herein, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties, hereto and their respective successors and assigns. The Agreement may not be assigned without the prior written consent of the Parties to this Agreement.

20. Time is of the Essence. The time to complete construction of the Project is of the essence of the Agreement. The Contractor shall proceed expeditiously with adequate forces and make diligent efforts to keep the Project on schedule, and the Contractor shall achieve for the Project Substantial Completion of the Work and Final Completion of the Work within the completion times specified in this Agreement. The Owner shall cooperate reasonably with Contractor's efforts to keep the Project on schedule.

21. Independent Contractor. It is expressly understood and agreed by the Parties hereto that Contractor, in performing its obligations under the Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the Owner.

22. No Waiver. The failure of the Owner or Contractor to insist upon the strict performance of any provisions of the Agreement or the Contract Documents, the failure of the Owner or Contractor to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy

October 4, 2024

or as a waiver of a subsequent breach thereof. The consent or approval by the Owner of any act by Contractor requiring the Owner's consent or approval shall not be construed to waive or render unnecessary the requirement for the Owner's consent or approval of any subsequent similar act by Contractor. No provision of the Agreement shall be deemed to have been waived unless such waiver is in a written instrument signed by the authorized signatory of the waiving Party.

23. Cooperation. The Parties agree to cooperate with each other to achieve the objectives of the Agreement and to use reasonable and good-faith efforts to timely resolve all disputes and disagreements that may arise hereunder. Each Party agrees to designate representatives with the authority to make decisions binding upon such Party (subject in the case of the Owner to those matters requiring an appropriate vote) so as to not unduly delay the Project Schedule.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

25. Entire Agreement and Order of Precedence. This Agreement, including the Contract Documents, and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Contractor and the Owner concerning the Project, and there are no other covenants, promises, agreements conditions or understandings, either oral or written, between them. No alteration, amendment, change or addition to the Agreement shall be binding upon Contractor or the Owner unless reduced to writing in a formal amendment signed by the authorized signatory of each Party.

26. Governing Law. This Agreement and the Contract Documents shall be governed by, interpreted, and construed in accordance with the laws of the Commonwealth of Virginia. The provisions of this Agreement shall not be construed in favor of or against either Party but shall be construed according to their fair meaning as if both Parties jointly prepared this Agreement.

27. Venue. In the event of a dispute between the Parties arising out of or related to this Agreement, the Parties shall submit to the jurisdiction of the Circuit Court for the City of Chesapeake, Virginia.

28. Availability of Funds. The financial obligations of the Owner contained in this Agreement shall be binding except as provided herein. The Owner represents that it has secured funding for the project including allowances for increase in scope and cost as may be directed, and will ensure funds are made available for the completion of the project. Notwithstanding the foregoing, the Owner's financial obligations under this Agreement are expressly contingent on appropriation of funds for that purpose by the Chesapeake City Council.

29. Financial Statements. Contractor agrees to provide the Owner with copies of complete and current financial statements for the Contractor on an annual basis. The financial statements provided need not be audited, but if Contractor does have the financial statements audited, they shall supplement their initial submission of unaudited financial statements for the year concerned with copies of audited statements within thirty (30) days after they become available.

The Contractor hereby designates such financial statements as confidential proprietary

October 4, 2024

information exempt from release under the Virginia Freedom of Information Act.

30. Immigration Certification. Contractor represents and warrants that it has not violated any federal immigration laws or regulations. Contractor shall, at all times during this Agreement, comply with all federal immigration laws and regulation and all applicable local ordinances. Contractor shall, in accordance with Section 54-72.2 of City's Code of Ordinances, execute the Certification of Compliance with Immigration Laws and Regulations, attached hereto as Exhibit D, and made a part hereof (the "Certification"). Contractor shall execute the Certification before a notary and deliver the same to the City immediately after its execution. Failure to provide a notarized Certification shall render this Agreement null and void.

31. Conditions Precedent and Subsequent to Agreement's Effectiveness. It shall be a condition precedent to this Agreement's effectiveness that the Agreement first be approved by City of Chesapeake, VA as evidenced by the signature of its City Manager on behalf of the Owner on the signature pages hereof.

32. Exhibits. The following exhibits are hereby deemed to be part of this Agreement:

Exhibit A: Contractor's detailed phase proposal, dated June 11, 2021 and the General Description of the Proposed Sanitary Sewer and Storm Improvements

Exhibit B: The Preliminary Project Schedule

Exhibit C: The Project Documents

Exhibit D: The immigration Certification form

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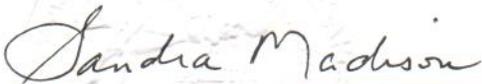
October 4, 2024

IN WITNESS HEREOF, the Parties have executed this Agreement as of the day and year first above written.

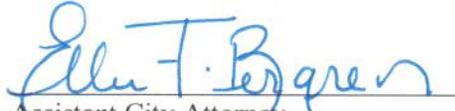
CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation

By:  (SEAL)
Christopher M. Price
City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

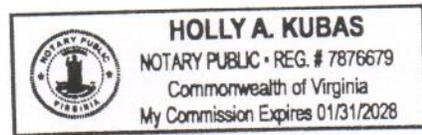

Assistant City Attorney

COMMONWEALTH OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument bearing date of February 17, 2025, was acknowledged before me this 2 day of April, 2025, by Christopher M. Price, in his capacity as City Manager of the City of Chesapeake, Virginia. He is personally known to me, or has presented valid proof of his identity.


Notary Public

Registration No.: 7876679
My commission expires: 01/31/2028



Philmont Avenue Sanitary Sewer PPEA Comprehensive Agreement

October 4, 2024

A & W CONTRACTORS, INC., a Virginia stock corporation

By: [Signature] (SEAL)

Its: VICE PRESIDENT
(Title of Signor)

COMMONWEALTH OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument bearing date of FEBRUARY 18, 2025, was acknowledged before me this 18 day of FEBRUARY, 2025, by CHRIS LOGAN in their capacity as VICE PRESIDENT for A & W Contractors, Inc., a Virginia stock corporation. They are personally known to me, or have presented valid proof of their identity.



[Signature]
Notary Public

Registration No. 309227

My commission expires: 4.30.25

**PPEA Detailed Stage Submittal
Pursuant to the City of Chesapeake
Public-Private Education Facilities and Infrastructure Act of
2002, as Amended**

By

Philmont Avenue, LLC

To

City of Chesapeake, Virginia

For

Philmont Avenue Sanitary Sewer

June 11th, 2021

Philmont Avenue, LLC

530 Woodlake Circle
Chesapeake, VA 23320
Phone: 757-523-8668 Fax: 757-523-9779

June 11, 2021

Mr. Christopher M Price
City Manager
City of Chesapeake
306 Cedar Road
Chesapeake, VA 23322

RE: Philmont Avenue Sanitary Sewer, PPEA Detailed Stage Submittal

Dear Mr. Price:

Pursuant to the City of Chesapeake's Public-Private Education Facilities and Infrastructure Act of 2002, as Amended, and the City's letter (attached) dated April 23, 2021, from Mr. Anthony E. Cannon, Chief Procurement Officer, we are submitting one original and ten (10) copies of the Detailed Stage Submittal for the design and construction of the referenced project.

We respectfully request that you review, and approve our submittal for recommendation to City Council to negotiate a Comprehensive Agreement with Philmont Avenue, LLC to proceed with the project.

Enclosed, please find our check in the amount of \$37,848.87(2.5% of the Cost Estimate for Project) as payment of the Detailed Stage Submittal Review Fee.

If you have questions, please do not hesitate to contact our office. Your immediate attention to this matter is greatly appreciated.

Sincerely,

Ian F. Hill
Philmont Avenue, LLC

June 11, 2021

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<u>APPENDIX A - TOPOGRAPHICAL SURVEY/SEWER PRELIMINARY PLANS-STORM PRELIMINARY PLANS</u>	1-4

DETAILED STAGE SUBMITTAL

- A. *A topographical map (1:2,000 or other appropriate scale) depicting the location of the transportation facility or facilities.*

See Appendix A

- B. *A description of the transportation facility or facilities, including the conceptual design of such facility or facilities and all proposed interconnections with other transportation facilities.*

The project serves the residents of Philmont Avenue in the Norfolk Highlands section of the City of Chesapeake.

The project area has an immediate need for improved sewer disposal. Providing City sanitary sewer service to the residents of Philmont Avenue will remove 39 residences from on-site sewage disposal along the waterfront providing an improvement to the environment.

An extension of the existing gravity sewer supplemented by individual E-One pump stations was examined and determined to not be feasible due to the existing topography and depth of the existing gravity sewer. Therefore, a package pump station and 8" gravity sewer is proposed to serve all residences along Philmont Avenue.

The project will provide 1,040 linear feet of 8" gravity sewer, a package grinder pump station and 218 linear feet of small diameter force main discharging to a gravity manhole within the sewershed of the City of Chesapeake Pump Station #127. The discharge manhole near the intersection of Walnut Avenue and Cobb Avenue will be removed and replaced with a new manhole. Should the force main cross existing AC or CI pipes, additional design considerations will be made to best suit field conditions at the crossing.

The existing City Pump Station #127 is over designed for the existing sewershed and has adequate capacity for the addition of 39 residential customers. The 39 additional residences will add approximately 12,090 gpd or 8.40 gpm on average or 20.99 gpm peak flow to PS #127. PS #127 has a design capacity of 150 gpm. An inflow test in December 1999 showed an inflow of 7.23 gpm. The proposed combined inflow of 15.63 gpm average and 39.08 gpm peak is well below the pump station capacity.

The City will have to acquire sufficient property to site the pump station. Based on topography, the best location appears to be at the north end of Philmont Avenue. The proposed pump station will be elevated above the 100-year flood elevation and landscaped for screening. The potential presence of wetlands near the pump station site will require assessment and delineation. It is anticipated that the total wetlands to be disturbed is less than one acre and, therefore, permitting for the activity will be

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal
June 11th 2021

under the Army Corps of Engineers (USACE) Nationwide Permit and not an Individual Permit. Philmont Avenue, LLC will perform the necessary assessments to delineate any wetlands for City use in obtaining the USACE permit.

- C. *The proposed date for development and/or operation of the transportation facility or facilities along with an estimate of the life-cycle costs of the transportation facility or facilities as proposed.*

The schedule relies heavily on the timely review, input, and approval of plans and record drawings. Also, City Council action on condemnation and land acquisition for the pump station site and securing the USACE Nationwide Permit for wetlands disturbance, if required, are critical for timely completion of the project.

Following is the proposed schedule for design, construction, and startup of the project:

1. Comprehensive Agreement Ratification with the City of Chesapeake.....Day 1
 1a: Wetlands Preliminary Analysis and Study to Begin and Run Concurrent
 with Plan Review Day 1
2. First submittal of construction plans..... Day 90
3. City review with comments..... Day 120
4. Land acquisition for pump station site.....Day 120
5. Second submittal of construction plans..... Day 150
6. Plan approval with proposed bond amounts..... Day 181
7. All permits issued..... Day 188
8. Begin Construction..... Day 189
9. Substantial Completion..... Day 399
- 10.Final Completion..... Day 429

In determining the life-cycle costs, the following were taken into consideration.

The project limits are based on our understanding of the City's immediate need for improved sewer disposal for 39 residences along Philmont Avenue.

Quantities for the Project are based on conceptual plans generated from the City of Chesapeake Planimetric Plans and Record Drawings for the City Pump Station #127 sewershed. Storm Drainage Quantities are Generated by the City's Philmont Drainage Improvement Exhibit Dated 12/17/2019(Included).Once preliminary plans are reviewed by the Department of Public Utilities, we will incorporate their comments in an updated project scope including revised costs as applicable.

The scope of work for the Project and cost estimates, are based on preliminary design and conceptual layout in accordance with the City of Chesapeake's Public Facilities Manual, standard engineering and construction practices. The design and review process will generate final detailed plans and specifications, and revised design and construction costs.

The existing City Pump Station #127 is over designed for the existing sewershed and has adequate capacity for the addition of 39 residential customers.

The proposed package grinder pump station life span is expected to be fifty (50) years, assuming periodic maintenance is performed as required, including pump replacement every seven (7) to thirteen (13) years.

The proposed force main and gravity sanitary sewer system life span is expected to be fifty (50) years with required periodic maintenance.

The proposed storm drainage system life span is expected to be fifty(50) years with required periodic maintenance.

The estimated life-cycle costs are:

1. Estimated preliminary design and construction cost(Sewer and Storm Combined) = \$1,513,954.75.
2. Grinder pump station operating and maintenance costs over life span = \$600,000.00.
3. Force main and gravity sanitary sewer system maintenance cost over life span = \$250,000.00.
4. Storm Drainage system maintenance cost over life span=\$174,000.00
5. Total estimated life-cycle cost = \$2,537,954.75.

D. A statement setting forth (i) the method by which the private entity proposes to secure any property interests required for the transportation facility; (ii) the names and addresses of the owners of such property interests; and (iii) a list of any property the proposer intends to request the City to condemn.

(i) There does not appear to be adequate space within City right-of-way for the proposed package grinder pump station. Therefore, a pump station site may need to be obtained to accommodate the pump station. The best location appears to be the northeast corner of the last lot at the north end of Philmont Avenue. A topographic survey will be performed to confirm the pump station site location. Acquisition plats and easement exhibits will be prepared as required to facilitate City Council condemnation and land acquisition for the pump station site.

Dominion Energy and other franchise utility overhead lines cross Philmont Avenue. Although relocations of the franchise utilities are not anticipated, relocations cannot be ruled out at this time. If it is determined during design that relocations are necessary, payment by the City for franchise utility relocations will be required.

(ii)The name and address of the property owner of the proposed site for the package grinder pump station will be determined and provided during project design.

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal
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The franchise utilities are Dominion Energy, VNG, Verizon, AT&T, and Cox.

(iii) The proposed site for the package grinder pump station will have to be condemned and purchased by the City.

E. Information relating to the current transportation plans, if any, of each affected jurisdiction.

This question is not applicable to the proposal and/or project.

F. A list of all permits and approvals required for developing and/or operating improvements to the transportation facility or facilities from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals.

1. City of Chesapeake

- a. Construction Plan Approval – 90 days from plan submission.
- b. Land Disturbing Permit and Right-of-Way Permit – 7 days from plan approval.
- c. Construction Record Drawings and Activation – 30 days from Construction Record Drawing Submission.
- d. Department of Development & Permits – Storm Water Permit – 15 days from plan approval.
- e. Land Acquisition for the pump station site - 120 days from executing Comprehensive Agreement.

2. Army Corps of Engineers (USACE)

Nationwide Permit for disturbing less than one acre of wetlands along the Project - 180 days after plan approval as required.

G. A list of public utility facilities, if any, that will be crossed by the transportation facility or facilities and a statement of the plans of the private entity to accommodate such crossings.

The project includes 1,040 linear feet of 8” gravity sewer, a package grinder pump station, and 218 linear feet of small diameter force main discharging to an existing gravity manhole near the intersection of Walnut Avenue and Cobb Avenue. The existing manhole will be removed and replaced with a new manhole. The proposed force main and gravity sanitary sewer lines and services will cross existing AC or CI waterlines and/or water services. Design considerations will be made to best suit field conditions at the crossings. 12” and 15” Storm Drain will be Installed to improve drainage per public works’ request. The construction plans will be completed in accordance with the latest edition of the HRPDC Regional Construction Standards and all volumes of the City of Chesapeake Public Facilities Manual. Plan and profile drawings will be prepared at a scale to comply with the

current City of Chesapeake Public Facilities Manual to sufficiently depict the work required for construction and crossings of all existing public utilities.

- H. A statement setting forth the private entity's general plans for developing and/or operating the transportation facility or facilities, including identification of any revenue, public or private, or proposed debt or equity investment by the private entity.*

Philmont Avenue, LLC is proposing that the Project be developed and financed by monthly payment draws beginning during design. Philmont Avenue, LLC will submit to the City of Chesapeake monthly payment applications based on the final fees and unit prices negotiated in the Comprehensive Agreement. The estimated preliminary design and construction costs will be revised as the review and approval process of the design and construction documents proceeds.

All materials and facilities will be owned and maintained by Philmont Avenue, LLC until final completion and acceptance, and activation, at which time the facilities will become the sole property of the City. Philmont Avenue, LLC will be responsible for all materials, work areas, personnel and equipment involved in the completion of the project. Philmont Avenue, LLC will provide payment and performance bonds in the full amount of the contract, as stated in the Comprehensive Agreement, as well as providing a certificate of insurance indemnifying the City of Chesapeake for any and all liability in conjunction with construction of the project. In addition to these assurances we will also provide professional liability for design, general liability and property damage, workers' compensation and employers' liability.

- I. The names and addresses of the persons who may be contacted for further information concerning the request.*

Christopher R Logan
Vice President
A&W Contractors, Inc
530 Woodlake Circle
Chesapeake, VA 23320
Phone (757) 523-8668 Fax (757) 523-9779
Email: chris@awcontractors.com

- J. Information on how the private entity's proposal will address the needs identified in the appropriate state, regional, or local transportation plans by improving safety, reducing congestion, increasing capacity, and/or enhancing economic efficiency.*

The Project falls under the City's current comprehensive plan for local infrastructure improvements and meets an immediate need for reliable sewer service immediately adjacent to the waterfront. Providing City sanitary sewer service to the residents of Philmont Avenue will eliminate on-site sewage disposal systems for 39 residences,

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal
June 11th 2021

improve storm drainage, and provide a positive impact to the environment through improved water quality along the adjacent waterfront, and increase property values.

By utilizing the design-build process, the City of Chesapeake will provide Philmont Avenue residents a much needed service in a cost effective manner, and shorter time frame than that through the normal public solicitation process

The design and construction of the sewer and storm improvements will be in accordance with state standards and the City of Chesapeake Public Facilities Manual.

- K. *Detailed description of the proposed participation of, use by, and financial involvement of the City.*

The Project will be designed and constructed by Philmont Avenue, LLC.

During the design period, the City will review and approve construction plans and specifications, proceed with condemnation and land acquisition for the pump station site, and secure the Army Corps of Engineers (USACE) Nationwide Permit for disturbing less than one acre of wetlands, if required.

Leading up to construction, the City will issue a Land Disturbing Permit, Right-of-Way Permit, and Storm Water Permit. When construction is complete, the City will review and approve the Construction Record Drawings, and activate the new sewer pump station and sewer system.

During design and construction, Philmont Avenue, LLC will submit to the City monthly payment applications based on the final costs agreed to in the Comprehensive Agreement. The estimated preliminary design and construction cost is \$1,513,954.75. The final cost estimate will be determined during the design approval process. All materials and facilities will be owned and maintained by Philmont Avenue, LLC until final completion and acceptance and activation, at which time the facilities will become the sole property of the City.

During the construction period, the City will assign inspection staff as required to observe and confirm that the Sewer and Storm public improvements are installed to City of Chesapeake PFM and Regional Standards per the Approved Plans.

- L. *A list of public facilities or other public improvements that will be required by the City to complete the project.*

The City will provide land for the pump station site requiring condemnation and land acquisition. The best location appears to be the northeast corner of the last lot at the north end of Philmont Avenue. A topographic survey will be performed to confirm the pump station site location. Acquisition plats and easement exhibits will be prepared as required by Philmont Avenue, LLC to facilitate City Council condemnation and land acquisition. The City will secure the Army Corps of

Engineers (USACE) Nationwide Permit for disturbing less than one acre of wetlands, if required

M. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.

1. Land Planning Solutions, Inc. (LPS) will provide all engineering services necessary for the completion of the proposed project. Founded in 2004, LPS works throughout Virginia and North Carolina. With over 90 years of combined professional experience, LPS offers services including Community Planning, Civil Engineering, Landscape Architecture, Residential Design and Graphic Design. LPS holds a current and valid Commonwealth of Virginia Professional Engineering and Landscape Architecture License – No. 0407005183. LPS will provide professional liability for design.

2. A&W Contractors will provide all necessary construction services associated with the project. A&W Contractors, Inc. has been a Chesapeake based civil contracting firm for fifty-two years. It has engaged and successfully completed numerous projects with the City of Chesapeake during that time. A&W Contractors, Inc. currently possesses all necessary personnel and equipment to begin and complete the proposed work in an expeditious manner. A&W Contractors, Inc. holds a current Virginia Class A Contractors License – No. 2701009276A. Performance and Payment Bonds in the full amount of the contract as stated in the Comprehensive Agreement will be provided as well as a certificate of insurance indemnifying the City of Chesapeake for any and all liability in conjunction with construction of the project. In addition to these assurances we will also provide general liability and property damage, workers' compensation and employers' liability. After construction is complete, a defect bond will be posted for the requested amount.

Philmont Avenue, LLC will warrant and guarantee to the City that all work is in accordance with the Comprehensive Agreement and construction documents and is not defective. Philmont Avenue, LLC shall promptly correct all defective work performed and replace defective materials or items found deficient during the final inspection, in a manner satisfactory and at no additional cost to the City for a period of one (1) year following the date of Substantial Completion.

N. A total life-cycle cost specifying methodology and assumptions of the transportation facility or facilities and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of the facility and estimated annual operating expenses.

The total life-cycle cost determination is based on the following assumptions and criteria.

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal

June 11th 2021

The project limits are based on our understanding of the City's immediate need for improved sewer disposal for 39 residences along Philmont Avenue.

Quantities for the Project are based on conceptual plans generated from the City of Chesapeake Planimetric Plans and Record Drawings for the City Pump Station #127 sewershed. Once preliminary plans are reviewed by the Department of Public Utilities, we will incorporate their comments in an updated project scope including revised costs as applicable.

The scope of work for the Project and cost estimates, are based on preliminary design and conceptual layout in accordance with the City of Chesapeake's Public Facilities Manual, standard engineering and construction practices. The design and review process will generate final detailed plans and specifications, and revised design and construction costs.

The existing City Pump Station #127 is over designed for the existing sewershed and has adequate capacity for the addition of 39 residential customers.

The proposed package grinder pump station life span is expected to be fifty (50) years, assuming periodic maintenance is performed as required, including pump replacement every seven (7) to thirteen (13) years.

The proposed force main and gravity sanitary sewer system life span is expected to be fifty (50) years with required periodic maintenance.

The proposed storm drainage system life span is expected to be 50 years with required periodic maintenance.

The estimated life-cycle costs are:

1. Estimated preliminary design and construction cost(Sewer and Storm Combined) = \$1,513,954.75.
2. Grinder pump station operating and maintenance costs over life span = \$600,000.00.
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4. Storm Drainage system maintenance cost over life span=\$174,000.00
5. Total estimated life-cycle cost = \$2,537,954.75.

The project schedule relies heavily on the timely review, input, and approval of plans and record drawings. Also, City Council action on condemnation and land acquisition for the pump station site and securing the USACE Nationwide Permit for wetlands disturbance, if required, are critical for timely completion of the project.

Following is the proposed schedule for design, construction, and startup of the project:

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal
June 11th 2021

- 1: Comprehensive Agreement Ratification with the City of Chesapeake.....Day 1
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7. All permits issued..... Day 188
8. Begin Construction..... Day 189
9. Substantial Completion..... Day 399
- 10.Final Completion..... Day 429

Philmont Avenue, LLC is proposing that the Project be developed and financed by monthly payment draws beginning during design. Philmont Avenue, LLC will submit to the City of Chesapeake monthly payment applications based on the final fees and unit prices negotiated in the Comprehensive Agreement. The estimated preliminary design and construction costs will be revised as the review and approval process of the design and construction documents proceeds.

Revenues from the project include onetime City Connection Fees and Bi-monthly User Fees. Estimates of the fees are:

1. Connection Fee per resident = \$3,519.00
2. Bi-monthly User Fee per resident = \$75.44

O. A detailed discussion of assumptions about user fees or rates, and usage of the projects.

Connection Fees and Bi-monthly User Fees, per resident, are based on the City of Chesapeake Code, Chapter 78, Article IV, Section 78-88, Utility service charges and rates.

P. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolutions of official bodies, minutes of meetings, letters, or other official communications.

Public Utilities, Public Works, and City Government have expressed strong support for the Project.

The Project falls under the City's current comprehensive plan for local infrastructure improvements and need for reliable sanitary sewer service for by-passed streets. By utilizing the design build process, the immediate need to address the current

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal

June 11th 2021

concerns of the impacted residents is realized. The design and construction of the sewer improvements will be in accordance with state standards and the City of Chesapeake Public Facilities Manual.

Philmont Avenue, LLC is unaware of any opposition for the project at this time. We would anticipate initial questions from adjacent landowners regarding their ingress/egress and access for construction equipment. However, by meeting with the affected residents and detailing the scope of improvements and anticipated positive results, we believe the community will support the project.

- Q. Demonstration of consistency with appropriate local Comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.*

The project falls under the City's current comprehensive plan for local infrastructure improvements and meets an immediate need for reliable sanitary sewer service for a by-passed street.

- R. Explanation of how the proposed project would affect the City's development plans.*

The project falls under the City's current comprehensive plan for local infrastructure improvements and meets an immediate need for reliable sanitary sewer service for a by-passed street, thereby fulfilling and/or completing a part of the City's development plans.

- S. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.*

As part of the Comprehensive Agreement, Philmont Avenue, LLC will provide a construction schedule to the City showing the proposed order of work and indicating the time required for completion of major items of Work. This schedule shall take into account traffic control with the least practicable interference and the timely and efficient prosecution of the Work.

In the fifty-two-year history of A&W Contractors, Inc., the firm has completed all projects within the agreed project schedules. Their contingency planning has always been to provide more than the necessary resources to complete projects without any delays. The schedule set forth in the Comprehensive Agreement will be based upon "team" relationships between Philmont Avenue, LLC and the City of Chesapeake. The schedule relies heavily on the timely input, review, and approval of plans and record drawings. It is our mission to supply the City with competent design and construction services so that critical path milestones will be achieved as proposed.

If the contract is not completed in the specified time frame, the damages as defined in the Hampton Roads Regional Standards will be deducted from the contract amount. Additionally, Philmont Avenue, LLC will issue the City of Chesapeake Payment and Performance bonds for the full amount of the agreed upon contract

Philmont Avenue Sanitary Sewer PPEA Detailed Stage Submittal
June 11th 2021

total. Furthermore, after construction is complete, a defect bond will be posted for the requested amount.

The Project will be developed and financed by monthly payment draws. Philmont Avenue, LLC will submit to the City of Chesapeake, beginning during design, monthly payment applications based on the final unit prices and fees negotiated in the Comprehensive Agreement. Each monthly invoice will include an updated construction schedule.

Philmont Avenue, LLC will complete all necessary courthouse research, conduct field surveys to accurately depict existing topography and identify locations of existing property boundaries, easements, and utilities. Philmont Avenue, LLC will prepare a complete set of construction plans for the Project, including wetlands delineation for the City's use in obtaining USACE Nationwide Permit approval. Philmont Avenue, LLC will work closely with the City of Chesapeake to expedite the review process and address all of the department comments in a clean and concise manner.

The construction plans will be completed in accordance with the latest edition of the HRPDC Regional Construction Standards, current City of Chesapeake accepted design practices, and all volumes of the City of Chesapeake Public Facilities Manual. Plan and profile drawings will be prepared at a scale to comply with the current City of Chesapeake Public Facilities Manual to sufficiently depict the work required for construction. A standard City of Chesapeake cover sheet, notes and supportive detail sheets will be included.

Philmont Avenue, LLC will prosecute the work diligently, using means and methods of construction that will secure full completion within the time period specified in the Comprehensive Agreement. Once Philmont Avenue, LLC has commenced the work, it will be prosecuted continuously except for interruptions caused by delays agreed to by both parties and authorized by a Change Order.

Workers will have sufficient skill and experience to perform the work properly, and to operate the equipment required to perform the work.

Equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the project and produce a satisfactory quality of work.

Land Planning Solutions, Inc. licensed professionals complete 10-15 hours of Professional Development hours each year as part of their licensing requirements.

A&W Contractors provides continuous training of their employees. The firm offers training in construction related fields such as first aid, confined space and CPR. Additionally, A&W reimburses employees for successfully completing college accredited courses in the field of engineering and construction. A&W offers "Key Person" training for management positions within the corporation.

June 11th 2021

A&W Contractors implements and continually updates a company safety program. This program is strictly adhered to by all employees. Through continued training in areas such as CPR, First Aid and Confined Spaces we are able to ensure a safe working environment for our firm as well as our clients. These safety training procedures are re-emphasized through weekly tool box safety meetings required by all personnel. A&W's company safety program also requires individual job-site safety modifications specific to each project's needs.

A&W belongs to a Professional Employer Organization. This organization provides A&W with an outside source for incident investigation and reporting procedures for any and all safety incidents. By utilizing a third party for these services, it ensures accurate representation for all incidents.

The City may request changes within the scope of the Comprehensive Agreement, including but not limited to the work and/or performance period, without notice to sureties. If such changes increase or decrease the cost or time of the work, an equitable adjustment shall be made to the contract sum and/or performance period as applicable, upon execution of a Change Order.

During the progress of the work, if subsurface or latent physical conditions differing materially from those indicated in the construction documents are encountered at the site or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work, are encountered at the site, the party discovering such conditions shall promptly notify the other party of the specific differing site conditions. If such differing conditions cause an increase or decrease in the cost or time required for the performance of the work, an adjustment will be made and the contract modified by execution of a Change Order.

Philmont Avenue, LLC will comply with all federal, state and local statutes, ordinances, and regulations in effect or hereafter adopted, in the performance of work. Philmont Avenue, LLC will utilize MISS UTILITY of VIRGINIA (VA 811) to locate underground utilities along the proposed project.

All materials and facilities will be owned and maintained by Philmont Avenue, LLC until final acceptance and activation by the City. Philmont Avenue, LLC will be responsible for all work areas, personnel and equipment involved in the completion of the project. Philmont Avenue, LLC will provide payment and performance bonds in the full amount of the contract, a certificate of insurance indemnifying the City of Chesapeake for any and all liability in conjunction with construction of the project, professional liability for design, general liability and property damage, workers' compensation, and employers' liability.

T. Such additional material and information as the City may reasonably request pursuant to these Guidelines or other written instructions

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Contractors, Inc.
 530 Woodlake Circle
 Chesapeake, VA 23320
 Phone: 757-523-8668 Fax: 757-523-9779

Project: Philmont Avenue PPEA Tabulation

Chesapeake, VA

Bid Date: 6-11-21

ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Design Phase					
1	Design Consultation	1	LS	\$19,420.00	\$19,420.00
2	Surveying for Design Work	1	LS	\$6,985.00	\$6,985.00
3	Engineering/Design for Construction Documents	1	LS	\$56,533.00	\$56,533.00
4	Franchise Utility Coordinator	1	LS	\$9,150.00	\$9,150.00
5	Stormwater Pollution Prevention Plan Preparation and Administration for Duration of Project	1	LS	\$9,788.00	\$9,788.00
6	Initial Wetlands Analysis	1	LS	\$4,468.00	\$4,468.00
Construction Phase					
Mobilization Items					
1	Mobilization	1	LS	\$21,620.00	\$21,620.00
2	Maintenance of Traffic	1	LS	\$22,300.00	\$22,300.00
3	Construction Stakeout	1	LS	\$9,595.00	\$9,595.00
4	Utility CRD's	1	LS	\$3,850.00	\$3,850.00
Erosion and Sediment Control					
1	Silt Fencing at Pump Station	350	LF	\$10.00	\$3,500.00
2	Construction Entrance at Pump Station	1	EA	\$4,265.00	\$4,265.00
3	Inlet Protection	15	EA	\$275.00	\$4,125.00
4	Check Dams in Roadside Ditches	15	EA	\$750.00	\$11,250.00
Demolition					
1	Clear Pump Station Site	1	LS	\$10,795.00	\$10,795.00
2	Relocate Guy-Wire	1	EA	\$6,460.00	\$6,460.00
3	Demolish Brick Column	1	EA	\$535.00	\$535.00
4	Sawcut Asphalt Pavement	1495	LF	\$8.50	\$12,707.50
5	Remove Asphalt Pavement	915	SY	\$7.50	\$6,862.50
6	Remove Asphalt Pavement for Laterals	185	SY	\$7.50	\$1,387.50
Sanitary Pump Station					
1	Estimate to Bring Dominion Power to Pump Station	1	LS	\$7,000.00	\$7,000.00
2	Package Pump Station (Duplex 2HP Pumps and Controls)	1	LS	\$130,075.00	\$130,075.00
3	Emergency Pump Connection	1	EA	\$7,455.00	\$7,455.00
4	Driveway at Pump Station	45	SY	\$205.00	\$9,225.00
5	Landscaping at Pump Station	1	LS	\$7,350.00	\$7,350.00
6	Fence at Pump Station	1	LS	\$10,715.00	\$10,715.00
7	2" HDPE Force Main	900	LF	\$44.15	\$39,735.00
8	2" Saxophone Connection to Manhole	1	EA	\$3,225.00	\$3,225.00
9	New Manhole On Existing Sanitary Sewer Main for Force Main Connection (Depth)?	1	EA	\$10,050.00	\$10,050.00
10	Force Main Air Vent	1	EA	\$2,050.00	\$2,050.00
Gravity Sewer					
1	Gravity Sewer Pipe 8" Ductile Iron P401 Coated	67	LF	\$181.00	\$12,127.00
2	Gravity Sewer Pipe, 8" SDR-26 PVC	973	LF	\$98.75	\$96,083.75
3	Sewer Laterals (4" SDR 26 PVC)	40	EA	\$2,600.00	\$104,000.00
4	Lateral Cleanout at Right of Way	40	EA	\$185.00	\$7,400.00
5	Manhole, 0' to 6' in depth (4-foot diameter)	3	EA	\$7,785.00	\$23,355.00
6	Manhole, 6' to 8' in depth (4-foot diameter)	2	EA	\$9,790.00	\$19,580.00

Project: Philmont Avenue PPEA Tabulation					
Chesapeake, VA					
Bid Date: 6-11-21					
ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
7	Manhole, Over Existing Sewer Line (4' Diameter)	1	EA	\$10,900.00	\$10,900.00
8	Manhole frame and cover (includes stainless steel insert)	6	EA	\$975.00	\$5,850.00
9	Stone Bedding for Sewer	645	TON	\$46.00	\$29,670.00
10	Select Backfill for Sewer	1985	CY	\$30.00	\$59,550.00
Waterline					
1	3/4" Copper Water Service Repair	8	EA	\$2,206.00	\$17,648.00
2	8" Waterline Offset due to Conflict	2	EA	\$2,870.00	\$5,740.00
3	Adjust Water Valve Box	4	EA	\$595.00	\$2,380.00
Restoration					
1	Asphalt Patching for Force Main	48	SY	\$115.00	\$5,520.00
2	Regrade Shoulder for Force Main Installation	350	SY	\$4.00	\$1,400.00
3	Seed and Stabilize Shoulder	350	SY	\$6.00	\$2,100.00
4	Patching for Gravity Sewer	975	SY	\$115.00	\$112,125.00
5	Patching for Gravity Laterals	390	SY	\$115.00	\$44,850.00
6	Regrade Green Areas for Cleanout Installation	1100	SY	\$4.00	\$4,400.00
7	Seed and Stabilize Green Areas for Cleanout Installation	1100	SY	\$6.00	\$6,600.00
8	Milling Pavement 2"	3375	SY	\$3.85	\$12,993.75
9	2" SM95A Surface Asphalt Overlay	3375	SY	\$10.95	\$36,956.25
10	SM95a Leveling Courses	150	TON	\$115.00	\$17,250.00
11	Replace Brick Column at Driveway	1	LS	\$1,742.60	\$1,742.60
12	Remove Concrete Driveway	275	SY	\$17.00	\$4,675.00
13	Concrete Driveway Replacement	275	SY	\$145.00	\$39,875.00
Total Sanitary Sewer:					\$1,137,247.85
Storm Drainage					
Design Phase					
1	Design Consultation	1	LS	\$5,740.00	\$5,740.00
2	Surveying for Design Work	1	LS	\$3,700.00	\$3,700.00
3	Preliminary Storm Drain Calculation and Outfall Review	1	LS	\$10,320.00	\$10,320.00
4	Storm Drainage Final Calculation, Grading, Pipe Design, Storm Reports, Storm Plans	1	LS	\$22,245.00	\$22,245.00
Construction Phase					
Mobilization Items					
1	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
2	Construction Stakeout	1	LS	\$5,400.00	\$5,400.00
3	Survey Asbuilt Drawings	1	LS	\$4,886.00	\$4,886.00
Erosion and Sediment Control					
1	Silt Fencing	750	LF	\$9.00	\$6,750.00
2	Inlet Protection	10	EA	\$275.00	\$2,750.00
3	Culvert Inlet Protection	10	EA	\$730.00	\$7,300.00
4	Check Dams in Roadside Ditches	6	EA	\$500.00	\$3,000.00
5	EC2 Matting - Ditches	1200	SY	\$6.00	\$7,200.00
6	4" Topsoil Lime Fertilizer Seeding	1700	SY	\$15.50	\$26,350.00
Storm Drainage Phase to Be included in Contract					
1	Sawcut Asphalt Pavement	140	LF	\$6.50	\$910.00
2	Sawcut Concrete Pavement	250	LF	\$8.00	\$2,000.00
3	Remove Asphalt Pavement	80	SY	\$12.00	\$960.00
4	Remove Driveway	215	SY	\$17.00	\$3,655.00
5	Remove Driveway Pipes	320	LF	\$22.00	\$7,040.00
6	Clean Existing Storm Drain Pipe	550	LF	\$10.50	\$5,775.00
7	STORM SEWER PIPE - 12" CLASS III CONC. PIPE	310	LF	\$79.50	\$24,645.00
8	STORM SEWER PIPE - 15" CLASS III CONC. PIPE	415	LF	\$79.50	\$32,992.50
9	Drop Inlet Chesapeake CB1	2	EA	\$6,485.00	\$12,970.00
10	Drop Inlet Chesapeake CB2	2	EA	\$7,285.00	\$14,570.00
11	Drop Inlet Chesapeake SDI-1	2	EA	\$6,135.00	\$12,270.00
12	Curb Flume	4	EA	\$2,000.00	\$8,000.00
13	Manhole (0-5' Depth)	2	EA	\$5,200.00	\$10,400.00

Project: Philmont Avenue PPEA Tabulation					
Chesapeake, VA					
Bid Date: 6-11-21					
ITEM NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
14	Stone Bedding for Sewer	165	TON	\$46.00	\$7,590.00
15	Select Backfill for Sewer	415	CY	\$30.00	\$12,450.00
16	Pavement Patching Asphalt Pavement	72	SY	\$125.00	\$9,000.00
Waterline Repair					
1	3/4" Copper Water Service Repair	8	EA	\$2,150.00	\$17,200.00
2	8" Waterline Offset due to Conflict	2	EA	\$2,870.00	\$5,740.00
3	Adjust Water Valve Box	4	EA	\$595.00	\$2,380.00
Grading					
14	RIPRAP EC1 at Outfalls	60	SY	\$195.00	\$11,700.00
15	Regular Excavation	138	CY	\$51.80	\$7,148.40
16	Grade Ditches	730	LF	\$20.00	\$14,600.00
17	Grade Disturbed Right of Way	1700	SY	\$3.50	\$5,950.00
18	8" Aggregate Base Material 21A (Driveway Base)	215	SY	\$23.00	\$4,945.00
19	Concrete Driveway Replacement	215	SY	\$145.00	\$31,175.00
				Total Storm Drainage:	\$376,706.90
Total Philmont Sewer and Storm Drain PPEA Detailed Stage Estimate:					\$1,513,954.75

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

A&W Contractors, Inc

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

E. Corporation (Provide full name and address of all officers):

Ian F Hill - President
Christopher R Logan - Vice President
Elizabeth Hamilton - Secretary

3. Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

Christopher R Logan - Vice President

5. Physical Business Address:

530 Woodlake Circle - Suite 200
Chesapeake, Va 23320

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

105

8. **Are all Employees Who Work in the United States Eligible for Employment in the United States?**

YES: Yes NO: _____

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this 10th day of February, 2025 on behalf of A&W Contractors, Inc. as evidenced by the following signature and seal:

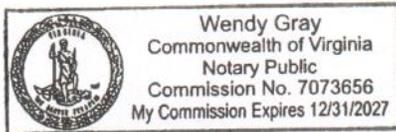
Name of Contractor/Vendor: A&W Contractors, Inc

Printed Name of Signatory: Christopher R Logan

Signature: 

Date: 2/10/2025

COMMONWEALTH OF VIRGINIA:
CITY OF CHESAPEAKE, to-wit:



The foregoing instrument was acknowledged before me this 10 day of February, 2025, by Christopher Logan


Notary Public

Registration No.: 7073656

My commission expires: 12/31/27

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

12-31-2026

NUMBER

2701009276

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS H/H



A & W CONTRACTORS INC
530 WOODLAKE CIR
CHESAPEAKE, VA 23320



Bauman
John A. Bauman, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS H/H

NUMBER: 2701009276 EXPIRES: 12-31-2026

A & W CONTRACTORS INC
530 WOODLAKE CIR
CHESAPEAKE, VA 23320



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)