

**MINUTES**  
**BERRYVILLE TOWN COUNCIL**  
**Tuesday, January 8, 2013**  
**Berryville-Clarke County Government Center**  
**Regular Meeting**  
**7:30 p.m.**

**Town Council:**

Present: Wilson Kirby, Mayor; Harry Lee Arnold, Jr., Recorder; Allen Kitselman; Douglas Shaffer; David Tollett; Mary Daniel

**Staff:** Keith Dalton, Town Manager; Desirée Moreland, Assistant Town Manager/Treasurer; Christy Dunkle, Assistant Town Manager/Planner; David Tyrrell, Director of Utilities; Neal White, Chief of Police; Celeste Heath, Town Clerk

**Press:** Val Van Meter, Winchester Star

**1. Call to Order:** Wilson Kirby, Mayor

Mayor Kirby called the regular meeting to order at 7:30 p.m.

**2. Closed Session** – The Berryville Town Council entered closed session in accordance with §2.2-3711-A-7, Code of Virginia, in order to consult with legal counsel and staff regarding probable litigation related to the construction of the Wastewater Treatment Plant.

a. Motion to enter Closed Session

It was moved by Council member Daniel, seconded by Council member Tollett that the Council of the Town of Berryville enter Closed Session in accordance with §2.2-3711-A-7, Code of Virginia, in order to consult with legal counsel and staff regarding probable litigation related to the construction of the Wastewater Treatment Plant.

VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Mary Daniel Allen Kitselman David Tollett Doug Shaffer
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Nays:	None
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Absent:	None
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Abstain:	None
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Absent During Vote:	None
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b. Enter Closed Session

The Town Council entered closed session at 7:31 p.m.

Mr. Dalton, Mr. Tyrrell and Robert Mitchell, legal counsel attended the closed session.

c. Reconvene Open Session

The Town Council reconvened in open session at 8:29 p.m.  
d. Certification of Closed Session

**Town of Berryville  
RESOLUTION**

MEETING DATE: January 8, 2013  
MOTION BY: Harry Lee Arnold, Jr.  
SECOND BY: Allen Kitselman

CERTIFICATION OF CLOSED SESSION

WHEREAS, the Council of the Town of Berryville, Virginia (Council), has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712.D of the Code of Virginia requires a certification by this Council that such closed meeting was conducted in conformity with Virginia law,

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor  
Harry Lee Arnold, Jr., Recorder  
Allen Kitselman  
Mary Daniel  
David Tollett  
Doug Shaffer

Nays: None

Absent: None

Abstain: None

Absent During Vote: None

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Harry Lee Arnold, Jr., Recorder

### **3. Report of Town Manager**

#### Discussion of Closed Session

Mr. Dalton said that the Town Council has reviewed the settlement agreement with Caldwell and Santmyer, Inc. regarding numerous claims related to the completion of the wastewater treatment plant. He asked Bob Mitchell, the Town's legal counsel to give an overview of the agreement.

Mr. Mitchell said that the Town Council, at a December 28 Special Meeting approved the form of a Settlement Agreement regarding the claims made by Caldwell and Santmyer, Inc.. He said that the agreement settled \$829,000 in claims for a settlement of \$250,000 with Caldwell and Santmyer Inc.'s waiver of other claims to date as well as future claims for specific items.

Mr. Mitchell said that staff was still in negotiation with Caldwell and Santmyer, Inc. after the December 28 meeting and that a final agreement with Caldwell and Santmyer, Inc. has been put in the proper form. He said that there are a couple of revisions related to response to inquiries about the contractor that do not affect substantively the agreement that the Town Council reviewed on December 28. He recommended that the Town Council approve the revised settlement agreement.

Upon motion by Council member Daniel, seconded by Council member Tollett, the Council of the Town of Berryville adopted the following resolution:

#### Resolution of the Council of the Town of Berryville

WHEREAS, while the experience of the Town with Caldwell and Santmyer, Inc. on the wastewater treatment plant project has not been satisfactory, Council determined that it is in the best interest of the Town to approve the Settlement Agreement.

Now, therefore, the Council of the Town of Berryville hereby approves the Settlement Agreement (Attachment 1) now before Council which has been executed by Caldwell and Santmyer, Inc. and hereby authorizes the Town Manager to execute the Settlement Agreement on behalf of the Town.

#### VOTE:

Recorded Vote:

Ayes:	Wilson Kirby, Mayor Harry Lee Arnold, Jr., Recorder Allen Kitselman Douglas Shaffer David Tollett Mary Daniel
Nays:	None
Absent:	None
Abstain:	None

#### Drainage on Lincoln Avenue

Mr. Dalton reported on this ongoing matter. He said that the Town's engineer is still reviewing the matter. He asked if the Streets and Utilities Committee would meet in the next few weeks to review a plan of action on the matter. The Mayor set a Streets and Utilities Committee meeting for January 14, 2013 at 10:00 a.m.

#### **4. Public Hearing:**

##### **a. Amendment of the FY 2013 Budget**

Mayor Kirby opened the Public Hearing at 8:40 p.m. There was no public comment.

Ms. Moreland said that the budget amendment under consideration reflects two larger items: a VDOT Lane Mileage Allowance increase from \$108,000 to \$431,812 and moving funds from the CIP for additional principal payments for the Government Center debt to a new line item for the HVAC renovation. She said that there are also some housekeeping items that have been addressed in accordance with recommendation from the Town's auditors.

The Public Hearing was closed at 8:41 p.m.

#### **5. Approval of Minutes**

December 11 and 28, 2012

Upon motion by Recorder Arnold, seconded by Council member Kitselman, the minutes of the December 11 and 28, 2012 meeting were unanimously approved.

#### **6. Citizen's Forum**

There was no citizen comment.

#### **7. Report of the Mayor**

Mayor Kirby reported that he performed a ribbon cutting ceremony at Reed's Pharmacy. He welcomed the new business to Berryville.

#### **8. Planning and Zoning Matters**

##### **Planning Report**

Ms. Dunkle said that there was no Planning Commission meeting in December. She said that the BADA met on December 19 and the ARB met on January 2. She said that there was no BZA meeting.

#### **9. Standing Committee Reports**

##### **a) BADA Liaison – Allen Kitselman**

Council member Kitselman reported that the BADA is getting into the review of the Berryville Area Plan and that the County and Town staffs are working well together. He said that the goal is to make the plan a more readable document.

##### **b) Budget Finance / CIP – Jay Arnold**

Nothing to add to report.

Upon motion by Recorder Arnold, seconded by Council member Daniel, the Council of the Town of Berryville adopted the attached Resolution to Amend the FY 2012-2013 Budget.

VOTE:

Recorded Vote:

Ayes: Wilson Kirby, Mayor  
 Harry Lee Arnold, Jr., Recorder  
 Allen Kitselman  
 Douglas Shaffer  
 David Tollett  
 Mary Daniel

Nays: None

Absent: None

Abstain: None

Resolution of the Town of Berryville  
 RESOLUTION TO AMEND FY 2012-2013 BUDGET

WHEREAS, THE Town of Berryville FY 2012-2013 Budget was approved and appropriated on the twelfth day of June, 2012, and  
 WHEREAS, THE Public Hearing on said budget was held as advertised, and  
 WHEREAS, it is desired to amend said approved budget,  
 NOW, THEREFORE BE IT RESOLVED, by the Council of the Town of Berryville, that the following amendments to the approved budget for FY 2012-2013 be made:

	From	To
<b>GENERAL FUND REVENUES</b>		
100-3240300-0000 VDOT Lane Mileage Allowance	108,000.00	431,812.00
<b>GENERAL FUND EXPENSES</b>		
VDOT Street Maintenance		
100-4041250-3310 Equipment Maintenance	.00	30,000.00
100-4041250-3316 Street Sign Maintenance	.00	5,000.00
100-4041250-6050 Asphalt	.00	150,000.00
100-4041250-6130 Tree Removal	.00	5,000.00
100-4041250-6307 Snow Removal	.00	30,000.00
General Properties		
100-4043200-3310 Repair & Maintenance	5,866.00	10,230.00
100-4043200-3325 Hermitage SWPond Maintenance	.00	4,400.00
Building Services		
100-4064200-3150 Professional Services	1,378.00	7,378.00
100-4064200-5110 Electricity	13,125.00	18,125.00
100-4064200-5120 Natural Gas/Heat	3,193.00	5,193.00
100-4064200-5130 Water/Sewer	295.00	495.00
100-4064200-7115 Shared Maintenance	3,624.00	18,624.00

Capital Outlay			
100-4094200-8400	HVAC Joint Gov't Ctr	.00	144,000.00
Contingency			
100-4094300-5800	Contingency	116,843.00	129,691.00
Debt Service			
100-4095000-9110	CIP Principal	119,269.00	29,269.00

c) Community Improvements – Allen Kitselman

Council member Kitselman reported that the Committee had a productive meeting with representatives from the Farmer's Market. He said that they are trying to bump up their efforts and may ask the Town Council to allow them to experiment with how they use the municipal parking lot to increase visibility. He said that they would also like to work more with Berryville Main Street and the Barns of Rose Hill and perhaps add a craft component to the market. Council member Kitselman said that the Committee has offered to help facilitate the three organizations working together.

He reported that there is still a State moratorium on TOD and wayfaring signs but they are still on the Committee's radar.

He asked Ms. Dunkle to talk about the Local Government Challenge Grant. Ms. Dunkle said that this \$5000 grant has gone to Berryville Main Street for the last two years for their Community Supported Art Program. She said that she is talking to the County about how they are going to distribute their grant in order to better coordinate arts funding.

January 2, 2013

Upon motion by Council Member Tollett, seconded by Council member Kitselman, the minutes of the January 2, 2013 Community Improvements Committee meeting were unanimously approved.

d) Planning Commission – Doug Shaffer

Nothing to add to report.

e) Police and Security – Mary Daniel

January 2, 2013

Upon motion by Council Member Tollett, seconded by Council member Daniel, the minutes of the January 2, 2013 Police and Security Committee meeting were unanimously approved.

Ms. Daniel said that the Committee is working on an emergency key box ordinance. Chief White reported that the Police Department is now fully staffed.

f) Streets and Utilities – Wilson Kirby

The next committee meeting is January 14, 2013 at 10 a.m.

g) Personnel / Appointments – Jay Arnold

Mr. Dalton said that he may request that this committee meet about TWO vacancies on the ARB.

**10. Adjourn**

Upon motion by Council member Kitselman, seconded by Council member Daniel and passed, the Council meeting was adjourned at 8:52 p.m.

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Wilson Kirby, Mayor

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Harry Lee Arnold, Jr., Recorder

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Agreement") is entered into this 31 day of December, 2012, by and between Caldwell and Santmyer, Inc. ("C&S") and the Town of Berryville, Virginia ("Town") (collectively, "the Parties").

**Recitals**

A. On or about March 10, 2010, C&S entered into a construction contract ("Contract") with the Town for C&S to provide construction services for the construction project known as Berryville Wastewater Treatment Plant Expansion and Upgrade ("the Project").

B. Certain disputes arose between the Parties under the Contract and C&S asserted certain claims against the Town for adjustments in contract price and time for repairs to the existing slab and clear well tank (Cost Proposal 051R), extended performance (Cost Proposal 037R), acceleration (Cost Proposal 054R), and fire suppression system delays (Cost Proposal 060R). C&S and the Town agreed to arbitrate these claims before the McCammon Group ("the Arbitration"). The Town has disputed all liability for the claims.

C. The Town asserted claims against C&S alleging late completion of the Project and responsibility for excessive submittal reviews. C&S has denied all liability for the Town's claims.

D. The Parties desire to settle all claims asserted through December 17, 2012, to resolve certain other disputes and to move forward in a positive manner toward completion of the Project.

NOW, THEREFORE, in consideration of these recitals ("Recitals") and the mutual promises set forth herein and such other good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby agree as follows:

## Terms

1. Incorporation of Recitals. The Recitals A through D are incorporated by reference and made part of this Agreement.
2. Settlement Payment from the Town to C&S. The Town agrees to pay C&S the sum of two hundred and fifty thousand dollars and no cents (\$250,000.00) (“the Settlement Payment”). The Town shall make the Settlement Payment to C&S by January 31, 2013 or within 30 days of an invoice from C&S for the Settlement Payment, whichever is later, provided the Virginia Department of Environmental Quality (“VA DEQ”) does not object to the invoice on or before January 7, 2013.
3. Substantial Completion. The Parties agree that the Substantial Completion Date of the Project is established at December 17, 2012.
4. Extension of Contract Times. The Contractual Substantial Completion Date is hereby extended to and including December 17, 2012. The Contractual Final Completion Date is hereby extended to and including March 15, 2013, subject to the following:
  - (a) Certain specific items to be completed by the Contractual Final Completion Date as listed on attached Exhibit A.
  - (b) Items on attached Exhibit B to be completed or provided by the dates indicated in Exhibit B; and
  - (c) C&S shall have until August 1, 2013 for the (i) final asphalt coat on the drive, (ii) establishment of required growth on seeded areas, (iii) completion of South Lagoon closure and restoration, and (iv) completion of startup, testing, and training with respect to the solids train.

5. Startup of Solids Train. The Town will notify C&S when sufficient sludge exists for the startup, testing and training with respect to the solids train. The Town expects to have sufficient sludge wasted for startup of the solids train by January 31, 2013. In the event the solids train is not ready for startup by that date, C&S agrees to startup the solids train and make no claim for any delay or remobilization costs it may incur, provided it is permitted to commence startup of the solids train no later than June 3, 2013.

6. Withholding for Incomplete Work.

- a. The Town may withhold from the retainage currently held 200% of the value of any work items on the list attached to the Engineer's certificate of substantial completion; provided, however, as to the items of (i) paving, (ii) tree removal, (iii) south lagoon closure and restoration, and (iv) solid train startup, the withholding shall be limited to 100% of the value of those work items. The items subject to the 100% retainage withholding and their respective values are highlighted in yellow on attached Exhibit D. All other funds currently held in retainage shall be released as a part of the next monthly pay application.
- b. As to any work item not completed by the date specified for work item in paragraph 4, the Town may withhold from the retainage held at that time 200% of the value of any such work item.

7. Cost Proposal Log. By December 27, 2012, C&S shall submit to the Town a complete cost proposal log with pricing of change proposals as submitted and an estimated order of magnitude for proposals awaiting pricing from vendors or subcontractors.

8. Virginia DEQ action. In the event Virginia DEQ objects to the invoice for the Settlement Payment by the date set forth in paragraph 2, either Party may declare the Agreement null and void by written notice to the other Party on or before January 14, 2013.

9. Approval by the Town Council. This Agreement is conditioned on approval by the Town Council.

10. Arbitration/Mediation. Within five (5) days of approval of the Agreement by the Town Council and VA DEQ, the Parties shall cause the arbitration with the McCammon Group to be dismissed, each Party to bear its own costs, and attorneys' fees. The costs/fees of the McCammon Group shall be split 50-50 between the Parties. Each Party shall be responsible for its own costs and attorneys' fees related to any pending mediation or other pending dispute resolution.

11. Release of Town by C&S. Except as provided in this Agreement, and effective upon receipt of the Settlement Amount, C&S, on behalf of itself, its successors, assigns, agents, employees, officers and directors, hereby remises, releases and forever discharges the Town, its successors, assigns, divisions, affiliates, officers, members and employees from any and all "claims" (as defined in the Contract) related to work performed through December 17, 2012; all claims asserted in the Arbitration; and all claims for damages or change proposals relating to or arising out of (a) tree removal, (b) entrance drive construction, (c) delay in, or volume calculation method for, lagoon sludge removal (but C&S will be entitled to payment for sludge removal for the actual quantities of units removed at the contract unit price, measured and paid per Exhibit C); (d) delay or remobilization charges for solids startup, testing or training provided access for startup is provided by June 3, 2013, (e) delay related to paving, and (f) delay or other claim for installation of foot valve, if directed by the Town not less than forty-five (45) days prior to the Final Completion date.

12. Release of C&S by Town. Except as provided in this Agreement, and effective upon execution of this Agreement by the Town, the Town, on behalf of itself, its successors, assigns, divisions, affiliates, officers, members and employees, does hereby remise, release and forever discharge C&S, its successors, assigns, agents, sureties, employees, officers and directors

from all "claims" (as defined in the Contract) for alleged late completion of the Project and all claims for submittal review charges.

13. Not Released. Nothing in this Agreement shall be construed to release or waive any warranty obligations, any defective or incomplete contract work, any latent defect, any claim for indemnity by a person or entity not a party to this Agreement for personal injury or property damages, any item on the C&S Cost Proposal Log, except those items listed in the Claims category, or any item that arises after December 17, 2012.

14. No Admission. This Agreement represents a compromise and settlement of disputed matters that were or could have been raised. Accordingly, it shall not be construed as an admission or concession of any alleged wrongdoing, fault or liability of either Party to this Agreement.

15. Inquiries from Other Owners. The parties agree that formal inquiries from other Owners, public or private, to the Town shall be referred to the Town Manager, who shall respond in writing, as follows: "The Parties had good faith business disputes during the Project. Those disputes were resolved by agreement. Further comments regarding the Contractor are prohibited by the settlement agreement, which is of record in the minutes of the Town Council of the Town of Berryville." This paragraph applies to work performed by C&S through the Substantial Completion date. In the event C&S's job performance between the Substantial Completion date and the date of final completion of all work under the Contract is determined by the Town to be materially not in compliance with Contract, this paragraph shall be deemed deleted from this Agreement upon written notice by the Town to C&S.

16. Writing Required. This Agreement may be modified only by a written agreement signed by each Party.

17. Enforcement. This Agreement, once effective, may be enforced by a Party by legal action filed in the Circuit Court for Clark County. In any action to enforce the Agreement, the prevailing Party shall be entitled to an award of its reasonable attorneys' fees.

18. Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original but together shall constitute only one agreement. This Agreement shall be binding on a Party when a duly executed copy is transmitted to the other Party by e-mail, fax or letter.

19. Acknowledgement. The Parties' duly authorized representatives acknowledge that they have carefully read this Agreement and that they enter this Agreement knowingly, voluntarily and after consulting legal counsel. Each person executing this Agreement represents that he/she is duly authorized to execute the Agreement on behalf of the respective Party.

20. Contract. Except as otherwise specifically provided herein, the provisions of the Contract remain in full force and effect.

Intending to be legally bound, the Parties have executed this Settlement Agreement and Mutual Release effective as of the date first set forth above.

Caldwell and Santmyer, Inc.

Date: 1.4.13

By: 

Printed Name: Thomas R. Country

Title: President

Town of Berryville, VA

Date:

Jan 8, 2013

By:



Printed Name: KEITH DALTON

Title: LOW MANAGER

## EXHIBIT A

1. Item 2<sup>1</sup> - C&S will repair the sluice gates in accordance with its Contract obligations by the Final Completion date. C&S, the Owner and the supplier will schedule and participate in a telephone conference to discuss completion of the work. C&S will pay GE for a one time reprogramming of the control logic as approved by the Town.

2. Item 4 – C&S will repair the carbon feed system in accordance with its Contract obligations, including the installation of a foot valve, by the Final Completion date, provided the Town issues written direction to C&S to install the foot valve not later than 45 days before the Final Completion Date..

3. Item 6 – The testing has been done. Any corrections indicated in the testing reports (See Exhibit B) shall be completed by the Final Completion date.

4. Item 7 – Any correction indicated on the balancing report (See Exhibit B) shall be completed by the Final Completion date.

5. Item 10 – All hard copies of O & M manuals, in proper form, to be provided to the Town by the Final Completion date.

6. Item 14 – A temporary control for the ventilation exhaust system has been installed. A permanent control shall be installed by the Final Completion date.

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<sup>1</sup> Items are referenced to the sixteen (16) numbered items in WRS's letter of December 5, 2012 regarding substantial completion.

EXHIBIT B

1. Item 6 – Vibration and infrared testing reports for the tests previously performed shall be provided by January 15, 2013. (See, also, Exhibit A).
2. Item 7 – HVAC balancing and testing reports to be provided by January 15, 2013. (See, also, Exhibit A).
3. Item 10 – All electronic O & M manuals, in a form acceptable to VA DEQ, will be provided by January 15, 2013. (See, also, Exhibit A). To the extent reasonably possible, WR&A will give the review action to the submission as “approved as noted; resubmit with corrections for record purposes.”

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4. Item 11 – New/fixed grating to be provided by January 15, 2013.
5. Item 12 – Turnover of all Spare Parts to the Town shall occur by January 15, 2013.

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EXHIBIT C

We understand that there is a need to clarify the measurement and payment protocol for the sludge within the South Lagoon for the wet sludge and the sun dried sludge which is deposited along the bank. The in-situ total quantity of the sludge identified in Specification Section 16600 Paragraph 3.6.C is 16,600 cubic feet with an anticipated solids concentration of 8.8%. The Contract Bid Proposal Section 00410 Schedule D: Contingent Unit Price Items also has a contingent volume of 2,000 cubic yards of additional volume in the contract which can only be used upon written authorization.

For the purposes of measurement and payment for sludge processing in the South Lagoon, we request that the Contractor measure the volume of the solids dewatered to a 20% solids concentration as the basis of measurement and payment. The lime addition will need to utilize a dry weight basis of solids for quantifying the amount required. In simple terms, the following method to convert the volumes can be utilized:

1. Within the lagoon, the wet sludge volume of 16,600 cubic yards has 8.8% dry solids by weight, therefore:

- a. Since the total weight of each cubic yard = 1,684.8 pounds
- b. The weight of dry solids in each cubic yard = 148.26 pounds (*at 8.8% by weight*)
- c. The total dry weight of solids in the base contract = 2,461,156 pounds (*148.26 x 16,600*)

2. Once the solids are dewatered to 20% solids per the contract requirements, use following conversion

- a. Since the total weight of each yard = 1,684.8 pounds
- b. The weight of dry solids in each yard = 337 pounds (*20%*)
- c. The pounds of dry lime to be applied to each yard = 67.4 pounds

The Contractor shall prepare a plan for volumetrically measuring dewatered sludge by either measuring and mixing it with lime as it is coming off the presses or by placing batches in a known container volume such as a dump truck before lime is added. Representative sampling of the percent solids shall be performed so that the dry solids weight can be calculated for determining proper lime addition and for measurement and payment purposes.

In regards to the sun dried solids along the bank, the Contractor shall remove these solids separately and determine the percent solids concentration. If the solids concentration achieves the 20% requirement within the specification for dewatered sludge, it will be acceptable to treat this material the same as pressed sludge without further processing. In this case, the Contractor will still measure the volume in a container and apply the lime. The volume of this sun dried sludge will apply towards the measurement and payment quantities.

The Contractor shall expedite the submission of an amended Work Plan for review and approval to establish their proposed sampling protocol for measuring the percent solids and

volume of the dewatered batches of sludge to ensure there is accurate measurement. The Owner and Contractor will each perform testing of sludge concentration at the Plant's laboratory. The Contractor will bear the expense of its testing labor and materials. In the event of a dispute, a sample shall be submitted to an independent testing laboratory and the costs shall be split 50/50 between the Owner and Contractor. The Owner has the right to perform independent testing of sludge concentration during this process to verify the quantities measured by the Contractor. This submittal must be submitted and approved prior to the Contractor beginning the Work.

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Exhibit D

**Progress Estimate**

For (contract): Beryville Wastewater Treatment Plant

Application Number: 27  
 Application Date: 9/21/2012

**Contractor's Application**

A		B		C		D	E	F		G
Item No.	Description	Scheduled Value	From Previous Application (C+E)	Work Completed This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) / (F)	Balances to Finish (B - F)		
2040	Reliability Test Nitrate Recycle Pumps	3,658.00	3,658.00	0.00	0.00	3,658.00	100%	0.00		
2050	Reliability Test Process Blowers	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2060	Reliability Test Diffusers	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2080	Reliability Test Motorized Valves	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2090	Reliability Test Scum Pumps	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2100	Reliability Test Membrane System Equipment	350,210.00	350,210.00	0.00	0.00	350,210.00	100%	0.00		
2110	Reliability Test Sodium Hypochlorite Feed System	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2120	Reliability Test Chloro Acid Feed System	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2130	Reliability Test Influent Sluice Gates	3,218.00	3,218.00	0.00	0.00	3,218.00	100%	0.00		
2140	Reliability Test Supplemental Carbon & Alum Pumps	3,162.00	3,162.00	0.00	0.00	3,162.00	100%	0.00		
2150	Reliability Test Supplemental Carbon Tank	790.50	790.50	2,371.50	0.00	3,162.00	100%	0.00		
2170	Reliability Test Liquid Chemical Storage Tank	2,086.00	521.50	1,564.50	0.00	2,086.00	100%	0.00		
2180	Reliability Test Alum Mixer	1,972.00	493.00	1,479.00	0.00	1,972.00	100%	0.00		
2200	Reliability Test Emergency Generator	515.00	515.00	0.00	0.00	515.00	100%	0.00		
2210	Reliability Test Fire Alarm & Suppression System	4,226.00	2,163.00	2,063.00	0.00	4,226.00	100%	0.00		
2240	Reliability Test Rotary Lobe Pumps	2,060.00	927.00	927.00	0.00	2,060.00	100%	0.00		
2290	Reliability Test Chopper Pumps	927.00	927.00	0.00	0.00	927.00	100%	0.00		
2300	Reliability Test Wastewater Sampler	1,421.00	1,421.00	0.00	0.00	1,421.00	100%	0.00		
2310	Reliability Test Fine Bubble Diffuser	247.00	247.00	0.00	0.00	247.00	100%	0.00		
2320	Reliability Test Positive Displacement Blowers	680.00	680.00	0.00	0.00	680.00	100%	0.00		
2330	Reliability Test Chemical Feed Pumps Membrane Cleaning	4,120.00	4,120.00	0.00	0.00	4,120.00	100%	0.00		
2340	Reliability Test Chemical Feed Pumps Membrane Cleaning	2,132.00	2,132.00	0.00	0.00	2,132.00	100%	0.00		
2350	Reliability Test Self Priming Centrifugal Pumps	3,875.00	3,875.00	0.00	0.00	3,875.00	100%	0.00		
2360	Reliability Test UV Disinfection System Modifications	2,894.00	594.75	594.75	0.00	2,894.00	100%	0.00		
2370	Reliability Test Wastewater Screening Equipment	809.00	809.00	0.00	0.00	809.00	100%	0.00		
2380	Reliability Test Submersible Solids Handling Pump	16,572.00	8,286.00	4,143.00	0.00	12,429.00	75%	4,143.00		
2390	Reliability Test Submersible Solids Handling Pump	1,489.00	1,489.00	0.00	0.00	1,489.00	100%	0.00		
2400	Reliability Test Hot & Cranes	5,562.00	5,562.00	0.00	0.00	5,562.00	100%	0.00		
2410	Reliability Test PLC's & SCADA	618.00	618.00	0.00	0.00	618.00	100%	0.00		
20000	STARTUP & CHECKOUT - PLANT STARTUP	30,488.00	15,244.00	15,244.00	0.00	30,488.00	100%	0.00		
20010	Solids Train Subsystems Water Startup	5,136.00	5,136.00	0.00	0.00	5,136.00	100%	0.00		
20020	Liquid Train Subsystems Water Startup	6,150.00	6,150.00	0.00	0.00	6,150.00	100%	0.00		
20030	Chemical Feed Subsystems Water Startup	5,895.00	5,895.00	0.00	0.00	5,895.00	100%	0.00		
20050	Liquid Train Subsystems Wastewater Startup	1,473.75	1,473.75	0.00	0.00	1,473.75	100%	0.00		
20070	Solids Train Subsystems Wastewater Startup	825.90	825.90	0.00	0.00	825.90	100%	0.00		
20080	Chemical Feed Subsystems Wastewater Startup	6,090.00	6,090.00	0.00	0.00	6,090.00	100%	0.00		
20090	Solids & Liquid Train Subsystems Wastewater Startup	6,075.00	6,075.00	0.00	0.00	6,075.00	100%	0.00		
20110	GE Xenon Startup	6,200.00	6,200.00	0.00	0.00	6,200.00	100%	0.00		
20120	Bypass Pumping for Subsystem Testing	350,210.00	297,678.50	52,531.50	0.00	350,210.00	100%	0.00		
14010	DEWATER SOUTH LAGOON	10,300.00	8,755.00	1,545.00	0.00	10,300.00	100%	0.00		
14020	Dewatering of Solids	7,107.00	7,107.00	0.00	0.00	7,107.00	100%	0.00		
14030	Disinfection of Sludge	298,531.00	298,531.00	0.00	0.00	298,531.00	100%	0.00		
14040	EAS Control Phase 2	72,154.00	72,154.00	0.00	0.00	72,154.00	100%	0.00		
14050	EAS Control Phase 2	9,785.00	9,785.00	0.00	0.00	9,785.00	100%	0.00		
Totals		1,244,075.00	770,111.90	86,786.75	0.00	815,898.65	65%	428,176.35		

# Progress Estimate

For (contract): **Bennville Wastewater Treatment Plant**  
 Application Period: **8/01-8/17/12**

# Contractor's Application

Application Number: **27**  
 Application Date: **9/21/2012**

A		B		C		D		E		F		G	
Item Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	Week Completed This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C+D+E)	% (E/F)	Balance to Finish (G-F)					
14060	Final/Final Grading	59,000.00	0.00	0.00	0.00	0.00	0%	59,000.00					
14070	Seedings	12,480.00	0.00	0.00	0.00	0.00	0%	12,480.00					
<b>FINAL NETWORK</b>													
15000	Place 3 Yard Hips	27,000.00	0.00	0.00	0.00	0.00	0%	27,000.00					
15010	Place Gravel	8,300.00	1,660.00	0.00	0.00	1,660.00	20%	6,640.00					
15020	Place Culvert	9,900.00	0.00	0.00	0.00	0.00	0%	9,900.00					
15030-C	C.O. 008 VDOT & Permit Changes	1,596.00	0.00	0.00	0.00	0.00	0%	1,596.00					
15030-C	C.O. 008 VDOT & Permit Changes	38,000.00	19,000.00	0.00	0.00	19,000.00	50%	19,000.00					
15040	Stone Surfaces	7,042.67	0.00	0.00	0.00	0.00	0%	7,042.67					
15040-C	C.O. 008 VDOT & Permit Changes	2,266.00	0.00	0.00	0.00	0.00	0%	2,266.00					
15050	Asphalt Paving	27,765.68	62,000.00	0.00	0.00	62,000.00	50%	62,000.00					
15060	Seedling	124,000.00	0.00	0.00	0.00	0.00	0%	124,000.00					
15070	Remove Emission Control	16,480.00	0.00	0.00	0.00	0.00	0%	16,480.00					
15080	Fencing	4,634.00	0.00	0.00	0.00	0.00	0%	4,634.00					
15620	Green Armor System	39,000.00	0.00	0.00	0.00	0.00	0%	39,000.00					
<b>ALLOWANCES</b>													
15590	E-1 Process Control System (PCS) Workstations Comp	25,000.00	5,557.94	0.00	0.00	5,557.94	100%	0.00					
15600	E-2 ANEC-Utility Allowance	30,000.00	20,281.75	0.00	0.00	20,281.75	68%	9,718.25					
15610	E-3 Utility Dump Truck Allowance	60,000.00	0.00	0.00	0.00	0.00	0%	60,000.00					
<b>PROJECT CLOSEOUT</b>													
15090	O&M Draft	148,617.00	111,462.75	0.00	0.00	111,462.75	75%	37,154.25					
15100	O&M Final	62,081.00	0.00	0.00	0.00	0.00	0%	62,081.00					
<b>UNIT PRICE ITEMS (See Page 16 for units)</b>													
C-1	Completion Grouting Mobilize, Stake out and Demobilize	18,000.00	18,000.00	0.00	0.00	18,000.00	100%	0.00					
C-2	Completion Grouting Borehole Drilling	91,675.00	123,884.75	0.00	0.00	123,884.75	135%	-32,209.75					
C-3	Placement of Grout by Completion Grouting	724,000.00	690,334.00	0.00	0.00	690,334.00	95%	33,666.00					
D-1	Furnish and Prep Contingent Test Pits	3,750.00	0.00	0.00	0.00	0.00	0%	3,750.00					
D-2	Furnish and Prep Contingent Unclassified Excavation	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00					
D-3	Furnish and Prep Contingent Borrow mat, A-1, A-2, A-2-5, or A-3	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00					
D-4	Furnish and Prep Contingent DGA Aggregate, CR-6	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00					
D-5	Furnish and Prep Contingent OCG Aggregate, No 57 Aggregate	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00					
D-6	Furnish and Prep Contingent Riprap	1,650.00	0.00	0.00	0.00	0.00	0%	1,650.00					
D-7	Furnish and Prep Contingent Geotextile	1,400.00	0.00	0.00	0.00	0.00	0%	1,400.00					
D-8	Furnish and Prep Contingent Sheeting Left In-Place	19,200.00	0.00	0.00	0.00	0.00	0%	19,200.00					
D-9	Furnish and Prep Contingent Sheeting Left In-Place	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00					
D-11	Furnish and Install 3/4 Inch Type G1 Conduit	1,100.00	0.00	0.00	0.00	0.00	0%	1,100.00					
D-12	Furnish and Install 3/4 Inch Type A Conduit	6,500.00	0.00	0.00	0.00	0.00	0%	6,500.00					
D-13	Furnish and Install 3/4 Inch Type D Conduit	875.00	0.00	0.00	0.00	0.00	0%	875.00					
D-14	Furnish and Install 3/4 Inch Type E1 Conduit	10,750.00	0.00	0.00	0.00	0.00	0%	10,750.00					
D-15	Furnish and Install No 12 AWG, Type THWN Conductor	1,500.00	0.00	0.00	0.00	0.00	0%	1,500.00					
D-16	Furnish and Install No 14 AWG, Type THWN Conductor	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00					
D-17	Furnish and Install No 10 AWG, Type THWN Conductor	1,000.00	0.00	0.00	0.00	0.00	0%	1,000.00					
D-18	Furnish and Install #16 TSP Instrumentation Cable	1,000.00	0.00	0.00	0.00	0.00	0%	1,000.00					
D-19	Furnish and Install Low Voltage Conductor Termination	12,600.00	0.00	0.00	0.00	0.00	0%	12,600.00					
D-20	Furn Contingent So Lagoon Sludge Dewatering and Stabilization	44,000.00	0.00	0.00	0.00	0.00	0%	44,000.00					
<b>Totals</b>		<b>1,675,143.35</b>	<b>1,052,181.19</b>	<b>0.00</b>	<b>19,442.06</b>	<b>1,071,623.25</b>		<b>603,520.10</b>					