Request for Quotation # 2012-NCBP-SC015MSRC

Tower Site Access Road Construction Martins Store

Issued:
July 17, 2012

Due:
July 31, 2012 @ 5:00 PM

P.O. Box 336 •Lovingston, VA 22949 • 434-263-7000 • Fax 434-263-7004 • www.nelsoncounty.com

REQUEST FOR QUOTATION # 2012-NCBP-SC015MSRC
Tower Site Martins Store Access Road Construction
July 17, 2012

Project: Nelson County Broadband Middle Mile Network

The Work: To construct an access road to the tower site at Martins Store substation area

QUOTATIONS WILL BE RECEIVED AT:
Nelson County Courthouse
Purchasing Department
P. O. Box 336
84 Courthouse Square
Lovingston, VA 22949
Faxed or electronic responses will not be accepted.

Until: Date: July 31, 2012
Time: 5:00 PM EDT

The box or envelope should be clearly labeled on the outside with the Quotation #, the respondent's name and the due date and time. The County makes no assurances that a quotation will be delivered to the Nelson County Administrator's Office on the same date that it is received at the post office. It shall be the sole responsibility of each contractor to assure that its quotation is delivered in compliance with the specified deadline. A proposal that is received in the Lovingston post office box, but not received in the Nelson County Administrator's Office by the date and time requested, for any reason whatsoever, will be rejected as untimely. **The quotations may be hand delivered to the Nelson County Courthouse 84 Courthouse Square, Lovingston, VA 22949 not later than 4:30 PM on July 31, 2012.**

The proposed work is constructing an access road to the tower site adhering to certain specifications attached as a separate Exhibit A to this request for quotation.

All quotations must be in accordance with the Request for Quotation Documents on file and available for download and examination at: www.nelsoncounty.com or by email to Nelson@iconengineering.net.

The quotation should respond to this request for quotation (RFQ) with all information requested, including price by foot or each, FOB destination (freight prepaid), and guaranteed warranty period. Quotations shall remain subject to acceptance for **60 days** after the due date. Pricing should remain in effect for a period of 91 days from the date of purchase order.

Each Quotation must contain evidence of the respondent's qualifications to transact business in the Commonwealth of Virginia or covenant to obtain such qualifications prior to the award of the Contract. The respondent's corporate number from the Commonwealth of Virginia Secretary of State and principal place of business as filed with the Commonwealth must be included where applicable.

Nelson County reserves the right to reject any or all quotations, including without limitation the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional quotations, to

waive informalities, and to reject the quotation of any respondent if Nelson County believes it would not be in the best interest of Nelson County to make an award to that respondent. Nelson County further reserves the right to reject any one or more items within the quotation response and accept all other items. Nelson County also reserves the right to negotiate for modification of the quotation with the selected respondent to such an extent as may be determined by Nelson County. Nelson County also reserves the right to adjust quantities and request a similar substitute product in lieu of the product bid to the extent as may be determined by Nelson County. Also if, in Nelson County's opinion, a particular contractor offers distinct advantages over other respondents, Nelson County may award to a respondent that is deemed the most desirable and advantageous from the standpoint of overall value and services even though such quotation may not, on its face, appear to be the lowest price. Distinct advantages may include solution aspects that minimize maintenance, the overall work plan, specifications, schedule, standardization or overall economy.

Nelson County is an Equal Opportunity Employer and does not discriminate against Faith Based Organizations.

EXHIBIT A

Specifications Request for Quotation # 2012-NCBP-SC015MSRC
Tower Site Martins Store Access Road Construction

I. GENERAL INFORMATION

This Exhibit specifies the requirements for constructing an access road to the summit of a hill located adjacent the Martins Store Central Virginia Electric Cooperative (CVEC) substation at the intersection of Highway 6 and Highway 151 within Nelson County, Virginia.

In accordance with grant requirements, all materials shall be manufactured in the USA.

II. SITE CONFORMANCE CONDITIONS

This tower site is located atop a hill adjacent to the CVEC substation at Martins Store. A roadway is to be cut along the approximate path shown on Drawing 1 page 5. A gate will be added by CVEC/Nelson County into the existing fence shown on Photos 1 and 2 pages 5 and 6. Exact details of the roadway path are shown in the attached drawings (C3.0-C3.3) developed for the completed and approved E&SC plan.

III. SPECIFICATIONS FOR ACCESS ROADWAY:

- Clear and shape access road and drainage in accordance with C3.0 to C3.3
- Final road finish (Prime and Double seal road finish) is not part of this RFQ. Responder should detail anticipated method of temporary road stabilization for construction period (see Access Road note Sheet 2.0).
- Contractor to grub stumps and remove all debris not necessary for the final completed project
- Contractor shall provide all materials, equipment and manpower to complete the project

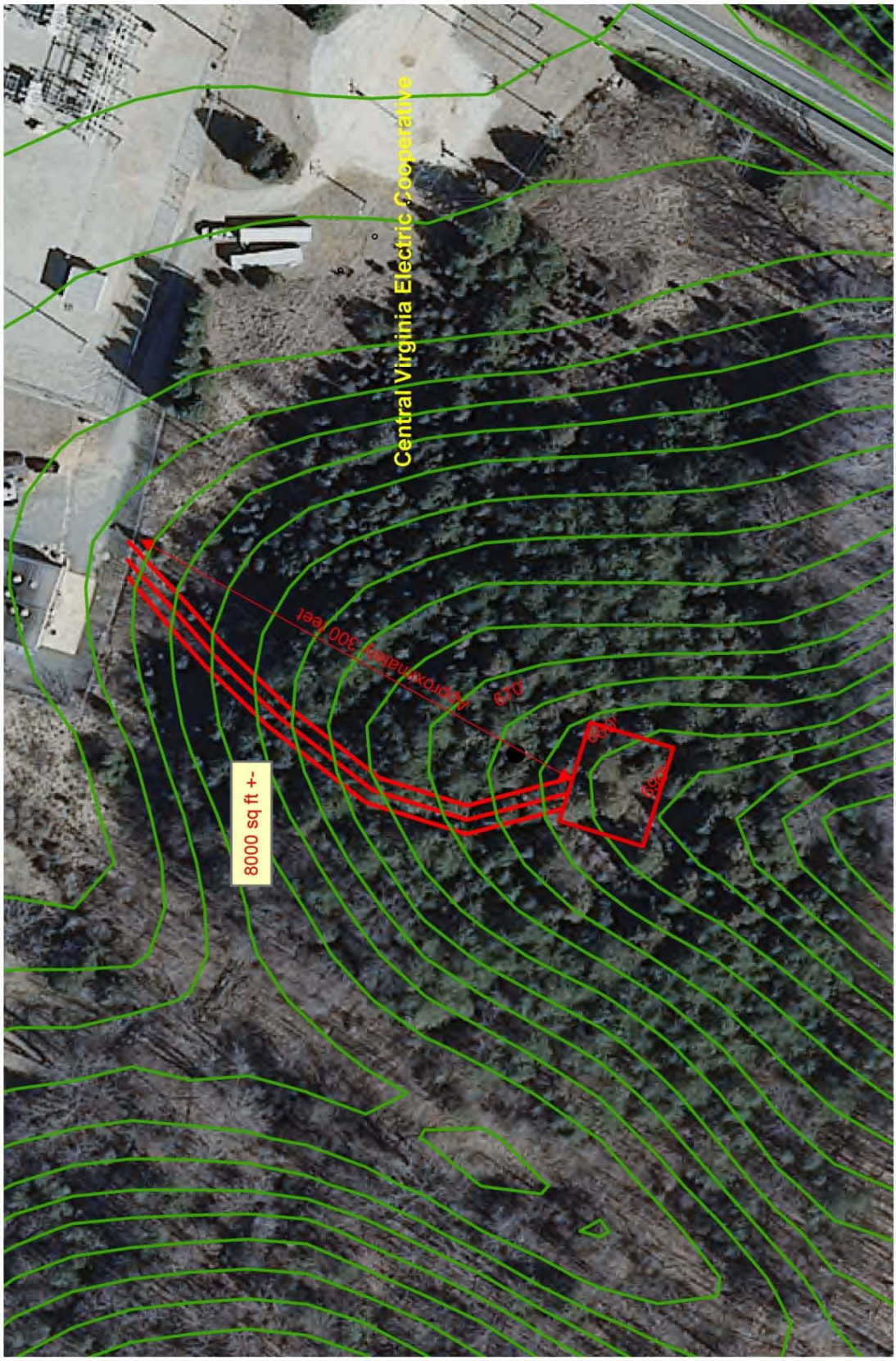
IV. Other Project Requirements

- Construction shall conform to the requirements of the Virginia Erosion and Sediment Control Law (Title 10.1, Chapter 5, Article 4 of the Code of Virginia) and specifically the criteria, techniques and methods of 4VAC50-30-40; of the "Minimum Standards".
- Construction shall conform to the approved E&SC plan for this project (Drawings 3.0-3.3 and DA1.0 except as noted for optional items) not included in this RFQ.
- The site contractor shall become the Responsible Land Disturber (RLD) and shall have an RLD certified person on staff for this activity. The contractor shall be responsible for application and obtaining a land disturbing permit from Nelson County (Nelson County will waive the permit fee). The project shall not be considered complete until final inspection approval is obtained from a Nelson county certified E&SC inspector. **An E&SC performance bond is required**. Bond details are listed in the terms and conditions Section VI #34 on page 13.
- Contractor is responsible for disposal offsite of debris and trees removed as part of the project.
- Contractor shall propose how to handle rock should any appreciable amount be encountered.
- The Successful responder awarded the contract will be subject to the County's General Contract Conditions as provided herein.

V. Pricing

Please provide your pricing on a separate sheet

DRAWING 1



CVEC Martins Store Drawing 1
Approximate route for access road
Red square approximate location of tower

N

0 25 50 100 Feet

Nelson County, Virginia
Martins Store Access Road

Prepared by:
ICON ENGINEERING INC.
6745 Bells Ferry Road
Woodstock, Georgia 30189

Martins Store Tower And Access Road_20120419

CVEC Martins Store Photo 1
Fence Line Access Road Entry Point
Gate will be placed in this area.

CVEC Martins Store Photo 2
Fence Line Access Road Entry Point
Tower at top of hill

VI. NELSON COUNTY TERMS AND CONDITIONS

GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

2. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

3. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

4. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

5. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

6. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee. All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination. The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor's right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

11. Relationship of Parties. The Contractor's relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks.

The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees. Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

16. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance. The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Minimum limits for Contractor liability insurance shall be in the amount of $1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combines limit or excess umbrella general liability insurance policy. Contractor shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees and complying with the requirements of the laws of the Commonwealth of Virginia.

The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia, as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit,

excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.

b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Faith Based Organizations. The County does not discriminate against faith-based organizations.

23. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the

Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

26. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

28. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

29. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

32. Construction Supervision. **[X]** (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

33. Cooperative Procurement. [ ] (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304.

Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

34. Bond. All applicants for E&SC permits shall provide to the county a performance bond, cash escrow, or an irrevocable letter of credit acceptable to the program administrator, to ensure that measures could be taken by the county at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him as a result of his land-disturbing activity. The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs and inflation which shall not exceed twenty-five (25) percent of the cost of the conservation action. Should it be necessary for the county to take such conservation action, the county may collect from the applicant any costs in excess of the amount of the surety held. Within sixty (60) days of adequate stabilization, as determined by program administrator in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpended or unobligated portion thereof shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section.

END

VIII. FEDERAL REQUIREMENTS—REQUIRED IN ALL RFQ, RFP AND BID DOCUMENTS EVEN IF NOT APPLICABLE

This project is funded by a grant from the Department of Commerce, Broadband Technology Opportunities Program as authorized by the American Recovery and Reinvestment Act (ARRA) of 2009 and with Virginia Community Development Block Grant funds. The purpose of the grant is to fund the construction of a middle mile network delivering broadband services to community anchor institutions, and providing access to private providers on an open access basis to enable broadband service delivery to unserved and underserved areas of Nelson County. By submitting a bid the respondent agrees to adhere to all applicable ARRA and CDBG funding requirements.

Requirements of the Federal ARRA grant state the Federal Law language beginning in the next paragraph is to be inserted into all bids, quotations, requests for proposals and contracts. The following may or may not apply to your particular quotation or RFQ. If you have any question about compliance please request information from the NTIA website at http://www.ntia.doc.gov/otiahome/otiahome.html.

The following referenced Federal Laws shall apply in the construction and enforcement of this Agreement, as applicable, with the same force and effect as if they were given in full text. Additional applicable Federal Laws may be contained in the following documents and are incorporated herein by reference: U.S. Department of Commerce Financial Assistance Standard Terms and Conditions, 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments, OMB Circular A087, Cost Principles for State, Local, and Indian Tribal Governments, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 74 FR 33104 July 9, 2009, 74 FR 41676 August 18, 2009, 74 FR 42644 August 24, 2009. American Recovery and Reinvestment Act of 2009-DOC Standard Terms and Conditions.

1. Compliance with Executive Order 11246 of September 24, 1965, entitled ''Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)
2. Compliance with the Copeland ''Anti-Kickback'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5).
   Pursuant to Section 1606 of the Recovery Act, any project using Recovery Act funds requires the payment of not less than the prevailing wages ''at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor,'' in accordance with 40 U.S.C. 3142(b), for ''all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government.'' With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

5. Compliance with Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended). (Applicable to all contracts and subcontracts exceeding $10,000.)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	**Goals for minority participation in each trade**	**Goals for female participation in each trade**
Nelson Construction Project (Less than one year)	*12%*	*06.9%*

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order 11246, as amended, and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

6. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to reporting.

Recovery Act sec. 1512(c), 123 Stat. at 287; 2 CFR part 176; OMB, Interim Final Guidance for Federal Financial Assistance, 74 FR 18449 (Apr. 23, 2009); Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009 (OMB M–09–21 June 22, 2009), available at: http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m0921.pdf.

7. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

   The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are described in more detail in 37 CFR Part 401 and in particular, in the standard patent rights clause in 37 CFR § 401.14, which is hereby incorporated by reference.
8. Compliance with U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements and regulations pertaining to copyrights and rights in data.

   a. Data, Databases, and Software.
      The rights to any work produced or purchased under a DOC Federal financial assistance award are determined by 15 CFR § 24.34 and 15 CFR § 14.36. Such works may include data, databases or software. The recipient owns any work produced or purchased under a DOC Federal financial assistance award subject to DOC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.
   b. Copyright.
      The recipient may copyright any work produced under a DOC Federal financial assistance award subject to DOC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and recipient employees may be copyrighted but only the part authored by the recipient is protected because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion, DOC may ask the recipient to transfer to DOC its copyright in a particular work when DOC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted by 17 U.S.C. § 105.
9. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
11. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).
12. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8048, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
13. Compliance with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5.

DAVIS BACON ACT

Federally funded projects are required to comply with the Davis-Bacon Act ("DBA"). The requirements of the DBA and related labor acts can be reviewed at http://www.dol.gov/whd/contracts/dbra.htm.

This attachment is intended to assist in the Respondent's investigation of their wage responsibilities, but shall not be construed as full and complete information or as advice, business, legal or otherwise. It is the Contractor's responsibility to be in full compliance with the DBA and must submit a proposal accordingly. Nelson County will be required to verify that the Contractor is in compliance with DBA.

The DBA requires Contractors and Subcontractors to submit certified weekly payrolls for contracts subject to the DBA. Employees must be paid on a weekly basis. The Wage and Hour Division of the Department of Labor ("DOL") has made available a form that contractors may use to submit their certified weekly payrolls. While it is not required that this form be used, this form has already been verified as meeting the required needs of DBA compliance and is recommended by the DOL and is the method preferred by Nelson County. The form and its instructions can be found at http://www.dol.gov/whd/programs/dbra/wh347.htm

The construction type for this Work is "Heavy Construction." The wage determinations on this schedule will indicate the minimum rates that can be paid for work performed on this project. For labor classifications not listed, it is the Contractor's responsibility to anticipate the minimum rate that will subsequently be established based on the rate information provided and submit a proposal accordingly.

The Heavy Construction wage determination for Nelson County can be reviewed at http://www.wdol.gov/wdol/scafiles/davisbacon/VA148.dvb and it is the responsibility of the Contractor to ensure the most recent wage determinations are utilized in developing their response. At the time of this document's release the following wage determination was applicable to this project (displayed verbatim):
General Decision Number: VA120056 01/06/2012 VA56

Superseded General Decision Number: VA20100148

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Fluvanna, Greene and Nelson Counties in Virginia.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date
0 01/06/2012

SUVA2010-046 09/02/2010

Rates Fringes

CARPENTER, Includes Form Work....	$ 12.31	0.41
CEMENT MASON/CONCRETE FINISHER...	$ 19.00	3.83
ELECTRICIAN.....	$ 22.08	6.30
IRONWORKER, REINFORCING.....	.$ 22.45	11.85
IRONWORKER, STRUCTURAL.....	$ 20.55	8.25
LABORERS		
Common or General.....	$ 9.22	0.48
Flagger.....	$ 7.39	0.20
Landscape.....	$ 10.00	
Pipelayer.....	$ 12.93	2.84
POWER EQUIPMENT OPERATOR:		
Backhoe.....	$ 15.43	1.18
Bobcat/Skid Loader.....	$ 11.40	
Bulldozer.....	$ 20.63	7.28
Crane, All Types.....	$ 15.85	1.46
Excavator.....	$ 12.50	0.54
Loader.....	$ 11.71	2.11
Mechanic.....	$ 26.78	6.32
Trackhoe.....	$ 12.75	1.24
Tugboat.....	$ 19.00	
TRUCK DRIVER: All Dump Trucks....	$ 9.96	0.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EROSION AND SEDIMENT CONTROL NARRATIVE
NELSON COUNTY BROADBAND - MARTIN'S STORE WIRELESS TOWER
H&P PROJECT NUMBER: 20120343

PROJECT DESCRIPTION:

THIS PROJECT WILL CONSIST OF THE CONSTRUCTION OF A 12' WIDE ACCESS ROAD, 40'X50' TOWER PAD SITE AND ASSOCIATED GRADING AND EROSION AND SEDIMENT CONTROL MEASURES. TOTAL DISTURBED AREA FOR THE SITE WILL BE 0.74 ACRES AND TOTAL IMPERVIOUS AREA ADDED WILL BE 0.1 ACRE.

EXISTING SITE CONDITIONS:

THE EXISTING SITE IS CURRENTLY A WOODED AREA DIRECTLY ADJACENT TO AN EXISTING CENTRAL VIRGINIA ELECTRIC COOPERATIVE SUBSTATION SITE.

ADJACENT PROPERTY:

THE SUBJECT PROPERTY IS BOUNDED ON THE EAST BY RT. 151, TO THE NORTH BY AN EXISTING ELECTRIC SUBSTATION AND ON THE SOUTH AND WEST BY UNDEVELOPED AGRICULTURAL LANDS.

SOILS:

SOILS FOR THIS SITE WITHIN THE LIMITS OF DISTURBANCE ARE PRIMARILY OCCOQUAN LOAM SOILS WITH SOME HAYESVILLE CLAY LOAM ALONG THE WESTERN SIDE. THESE SOILS ARE CLASSIFIED AS HYDROLOGIC SOIL GROUP B, WHICH HAVE A MODERATE INFILTRATION RATE WHEN THOUGHLY WET.

STORM WATER MANAGEMENT:

DISTURBED AREA FOR THIS PROJECT IS 0.74 ACRES WHICH IS UNDER THE 1 ACRE REQUIREMENT FOR TREATMENT FOR WATER QUALITY. THE SITE IS LOCATED APPROXIMATELY 1000 FT UPSTREAM OF PAULS CREEK, WHICH DISCHARGES TO THE ROCKFISH RIVER. USING PAULS CREEK AS THE POINT OF ANALYSIS, THE ONE PERCENT RULE IS APPLICABLE FOR ADEQUATE CHANNEL AND FOR SATISFYING MINIMUM STANDARD 19, HOWEVER, TWO OVERSIZED PERMANENT LEVEL SPREADERS HAVE BEEN PROPOSED TO TRANSITION ANY CONCENTRATED FLOWS BACK TO A SHEET FLOW CONDITION AND TO SLIGHTLY DETAIN THE MINIMAL INCREASE IN RUNOFF VOLUME. INCREASE IN PEAK RUNOFF VOLUME DUE TO IMPERVIOUS AREA INCREASE IS APPROXIMATELY 0.25 CFS FOR THE 2 YEAR STORM AND 0.3 CFS FOR THE 10 YEAR STORM PRIOR TO ANY DETENTION PROVIDED AT THE LEVEL SPREADER.

CRITICAL AREAS:

THERE ARE NO CRITICAL AREAS DEFINED FOR THIS SITE.

EROSION AND SEDIMENT CONTROL

3.02 CONSTRUCTION ENTRANCE (CE) - ONE CONSTRUCTION ENTRANCE IS TO BE PROVIDED OFF OF SWEET BRIAR DRIVE AT THE ENTRANCE TO THE EXISTING PARKING AREA.

3.05 SILT FENCE (SF) - A TEMPORARY SEDIMENT BARRIER CONSTRUCTED OF POSTS, FILTER FABRIC WITH WIRE SUPPORT FENCE, PLACED ACROSS OR AT THE TOE OF A SLOPE OR IN A MINOR DRAINAGE WAY TO INTERCEPT AND DETAIN SEDIMENT AND DECREASE FLOW VELOCITIES FROM DRAINAGE AREAS OF LIMITED SIZE. SILT FENCE IS TO BE INSTALLED ALONG THE DOWNHILL SIDE OF ANY DISTURBED AREA.

3.08 CULVERT INLET PROTECTION (CIP) - STORM DRAIN INLET PROTECTION SHALL BE PLACED AT THE INLET OF ALL STORM CULVERTS TO FILTER SEDIMENT-LADEN RUNOFF. CULVERT INLET PROTECTION SHALL BE PLACED AS SHOWN ON THE PLANS AND ACCORDING TO THE DETAIL INCLUDED IN THE PLANS.

3.20 ROCK CHECK DAM (CD) - ROCK CHECK DAMS ARE TO BE PLACED ALONG THE ROADSIDE DITCHES AT APPROXIMATELY 50' INTERVALS TO ASSIST IN SLOWING VELOCITY OF RUNOFF AND IN TRAPPING SEDIMENT. ALTHOUGH DITCH CALCULATIONS SHOW THESE MEASURES ARE NOT REQUIRED TO MITIGATE VELOCITY OF THE 2 YEAR STORM DUE TO THE SMALL DRAINAGE AREA, THEY ARE TO BE INSTALLED BY THE CONTRACTOR TO HELP MITIGATE POSSIBLE EROSION DUE TO LARGER STORMS.

3.21 LEVEL SPREADER (LS) - TWO PERMANENT LEVEL SPREADERS WITH A RIGID LIP ARE PROPOSED FOR THIS SITE TO TRANSITION CHANNELIZED FLOW FROM THE ROADSIDE DITCHES BACK TO SHEET FLOW. THE LEVEL SPREADERS ARE TO BE ONE FOOT DEEP AND 30' LONG TO PROVIDE A MEASURE OF DETENTION DUE TO THE SLIGHT INCREASE IN RUNOFF RESULTING FROM THE CONSTRUCTION OF THE ROADWAY.

3.31 TEMPORARY SEEDING (ST) - THE CONTRACTOR IS TO IMPLEMENT TEMPORARY SEEDING IF DISTURBED LAND IS LEFT EXPOSED FOR OVER 30 DAYS AND CONSTRUCTION IS NOT COMPLETE IN THIS AREA.

3.32 PERMANENT SEEDING (PS) - ESTABLISHMENT OF PERENNIAL VEGETATIVE COVER BY PLANTING SEED ON ROUGH-GRADED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR A YEAR OR MORE OR WHERE PERMANENT, LONG-LIVED VEGETATIVE COVER IS NEEDED ON FINE-GRADED AREAS.

3.35 MULCHING (MU) AND 3.36 SOIL STABILIZATION BLANKETS & MATTING: ALL MULCHES AND SOIL COVERINGS SHOULD BE INSPECTED PERIODICALLY (PARTICULARLY AFTER RAINSTORMS) TO CHECK FOR EROSION. WHERE EROSION IS OBSERVED IN MULCHED AREAS, ADDITIONAL MULCH SHOULD BE APPLIED. NETS AND MATS SHOULD BE INSPECTED AFTER RAINSTORMS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, RE-INSTALL NETTING OR MATTING AS NECESSARY AFTER FIRMLY ESTABLISHED. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTING, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF SOIL SURFACE; REPAIR AS NEEDED.

VEGETATIVE MEASURES:

TEMPORARY SEEDING/PERMANENT STABILIZATION

SEEDING MEASURES SHALL BE TAKEN ON DISTURBED SOIL AT CUT/FILL SLOPES, SIDES OF SEDIMENT BASINS, DITCH LINES, OR AREAS OUTSIDE OF ON-GOING CONSTRUCTION PRACTICES WITHIN SEVEN (7) DAYS OF COMPLETED GRADING. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE STABILIZED WITH PERMANENT SEEDING IMMEDIATELY FOLLOWING FINAL GRADING.

UNLESS OTHERWISE INDICATED, ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.

MANAGEMENT STRATEGIES:

- EROSION AND SEDIMENT CONTROL SHOULD BE DISCUSSED BETWEEN THE GRADING CONTRACTOR AND THE OWNER PRIOR TO ANY EXCAVATION SO THAT LIMITS OF CONSTRUCTION AND EROSION CONTROL METHODS ARE CLEARLY UNDERSTOOD BY BOTH PARTIES.
- CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
- THERE IS TO BE NO TRACKING OF MUD OR DIRT BY CONSTRUCTION EQUIPMENT ONTO ANY PAVED DRIVES OR ROADS. CONTRACTOR IS RESPONSIBLE FOR CLEANING/SWEEPING ROADWAYS WHERE MUD OR DIRT IS TRACKED.
- SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING AND WILL BE SEEDED AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
- SEEDING OR OTHER STABILIZATION WILL FOLLOW IMMEDIATELY AFTER GRADING.
- AREAS WHICH ARE NOT TO BE DISTURBED WILL BE CLEARLY MARKED BY FLAGS, SIGNS, ETC.
- AFTER ACHIEVING ADEQUATE STABILIZATION, THE TEMPORARY E&S CONTROLS WILL BE CLEANED UP AND REMOVED.

PERMANENT STABILIZATION:

ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UTILITY TRENCHES) SHALL BE STABILIZED WITH PERMANENT SEEDING IMMEDIATELY FOLLOWING FINISH GRADING. MULCH (STRAW OR FIBER) WILL BE USED ON RELATIVELY FLAT AREAS. IN ALL SEEDING OPERATIONS, SEED, FERTILIZER AND LIME WILL BE APPLIED PRIOR TO MULCHING. AREAS TO BE PERMANENTLY STABILIZED SHALL BE OVERSEEDED, RESEEDED, AND/OR MULCHED AS NECESSARY UNTIL SIGNIFICANT VEGETATION HAS BEEN ESTABLISHED.

MAINTENANCE:

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES. THESE SHALL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL; ANY DEFICIENCIES SHALL BE REPAIRED IMMEDIATELY IN ACCORDANCE WITH THE LATEST EDITION OF THE VESCH OR AS DEEMED NECESSARY BY THE LOCAL APPROVING AUTHORITY.

CONSTRUCTION SEQUENCE:

1. INSTALL CONSTRUCTION ENTRANCE
2. INSTALL ALL SILT FENCE BARRIERS AND LEVEL SPREADERS.
3. BEGIN SITE GRADING AND CONSTRUCTION.
4. TEMPORARY AND PERMANENT SEEDING AND MULCHING TO BE PLACED ON ALL DISTURBED AREAS

PLAN REVIEW MINIMUM STANDARD CHECKLIST

YES MS-1 Have temporary and permanent stabilization been address in the narrative? Are practices shown on the plan? **YES** Seed specifications? **YES** Mulching? **YES** Gravel? **YES**

YES MS-2 Has stabilization of soil stockpiles been addressed in the narrative? **NO STOCKPILE** Is sediment trapping measures provided? **YES-**

YES MS-3 Has maintenance of permanent stabilization been addressed?

YES MS-4 Are sediment trapping facilities to be constructed as a first step in LDA?

YES MS-5 Has stabilization of earthen structures been addressed?

YES MS-6 Are sediment basins required where needed?

YES MS-7 Has stabilization of cut and fill slopes been adequately addressed?
YES MS-9 (i.e. Surface Roughening, Outlet Protection)

YES MS-8 Are paved flumes, channels, or slope drains required where necessary?

YES MS-10 Is adequate inlet protection required on all operational storm sewer inlets?

YES MS-11 Has maintenance of permanent stabilization been addressed?

YES MS-12 Are in stream construction measures required so that channel damaged is minimized?

N/A MS-13 Are temporary stream crossings of non-erodible material required where applicable?

N/A MS-14 (NOTE: This regulation requires that all applicable federal, state, and local regulations pertaining to working in or crossing live watercourses be followed.)

YES MS-15 Has restabilization of areas subject to in-stream construction been adequately addressed?

YES MS-16 Is stabilization of utility trenches addressed?

YES MS-17 Is the transport of soil and mud onto public roadways properly controlled? (i.e. Construction Entrances, Wash Racks, daily cleaning of road ways, transport of sediment to a trapping facility)

YES MS -18 Has the removal of temporary practices been addressed?
YES Has maintenance of practices been addressed? (i.e. repair of structures and removal of accumulated sediment)

YES MS-19 Are properties and waterways downstream from development adequately protected from erosion and sediment deposition due to increases in peak stormwater runoff?

SEEDING SPECIFICATIONS:

TEMPORARY SEEDING–

WINTER – 40 LBS. ANNUAL RYE/40 LBS. CEREALE RYE (PER ACRE)
SUMMER – 40 LBS. ANNUAL RYE/40 LBS. FOXTAIL MILLET (PER ACRE)

FERTILIZER – 1500 LBS. 10–18–10/ACRE
LIME – 2 TONS/ACRE

PERMANENT SEEDING–

SEASONAL SPECIFICATION – PER ACRE

2/1 TO 5/15 — 100 LBS. TALL FESCUE, 15 LBS. ANNUAL RYE, 2 LBS. RED CLOVER

5/16 TO 7/31 — 120 LBS. TALL FESCUE, 10 LBS. FOXTAIL MILLET, 2 LBS. RED CLOVER

8/1 TO 9/15 — 100 LBS. TALL FESCUE, 15 LBS. ANNUAL RYE, 2 LBS. RED CLOVER

9/16 TO 1/31 — 120 LBS. TALL FESCUE, 10 LBS. CEREALE RYE, 2 LBS. RED CLOVER

FERTILIZER – ALL SEASONS – 1500 LBS. 10–18–10/ACRE
LIME – ALL SEASONS – 2 TONS/ACRE

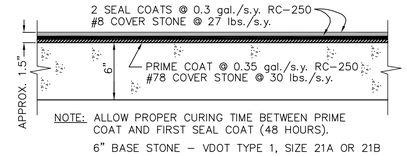
* A MULCH COVER IS REQUIRED ON EVERY SEEDING

* STRAW AT 80 BALES PER ACRE OR AN APPROVED MANUFACTURED MULCH/STABILIZATION MATERIAL

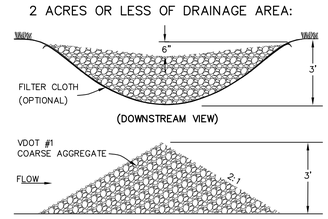
VIRGINIA EROSION AND SEDIMENT CONTROL REGULATIONS MINIMUM STANDARD #1

PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE.

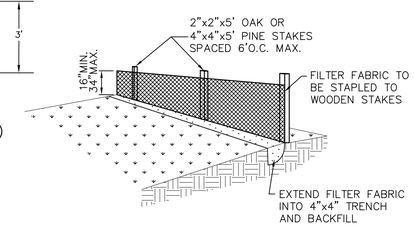
TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT DORMANT FOR MORE THAN ONE YEAR.



PRIME AND DOUBLE SEAL SURFACE TREATMENT
N.T.S.



ROCK CHECK DAM (CD)
VESHC STD. 3.20
N.T.S.



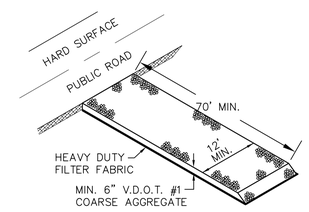
SILT FENCE (SF)
(WITHOUT WIRE SUPPORT)
VESHC STD. 3.05
N.T.S.

CONSTRUCTION SPECIFICATIONS

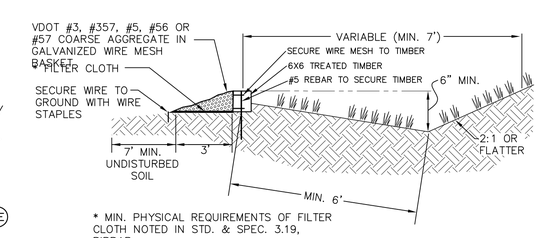
1. LEVEL SPREADERS MUST BE CONSTRUCTED ON UNDISTURBED SOIL (NOT FILL MATERIAL).
2. THE ENTRANCE TO THE SPREADER MUST BE SHAPED IN SUCH A MANNER AS TO INSURE THAT RUNOFF ENTERS DIRECTLY ONTO THE 0% CHANNEL.
3. THE LEVEL LIP SHALL BE CONSTRUCTED AT 0% GRADE TO INSURE UNIFORM SPREADING OF STORMWATER RUNOFF.
4. PROTECTIVE COVERING FOR THE VEGETATED LIP SHALL BE MINIMUM OF 4 FEET WIDE EXTENDING 6 INCHES OVER THE LIP AND BURIED 6 INCHES DEEP IN A VERTICAL TRENCH ON THE LOWER EDGE. THE UPPER EDGE SHOULD BUTT AGAINST SMOOTHLY CUT SOD AND BE SECURELY HELD IN PLACE WITH CLOSELY SPACED HEAVY DUTY WIRE STAPLES (SEE PLATE 3.21–2).
5. RIGID LIP SHALL BE ENTRENCHED AT LEAST 2 INCHES BELOW EXISTING GROUND AND SECURELY ANCHORED TO PREVENT DISPLACEMENT AN APRON OF VDOT #1, #2 OR #3 COARSE AGGREGATE SHOULD BE PLACED TO TOP OF LEVEL LIP AND EXTEND DOWN SLOPE AT LEAST 3 FEET. PLACE FILTER FABRIC UNDER STONE AND USE GALVANIZED WIRE MESH TO HOLD STONE SECURELY IN PLACE (SEE PLATE 3.21–2).
6. THE RELEASED RUNOFF MUST OUTLET ONTO UNDISTURBED STABILIZED AREAS WITH SLOPE NOT EXCEEDING 10%. SLOPE MUST BE SUFFICIENTLY SMOOTH TO PRESERVE SHEET FLOW AND PREVENT FLOW FROM CONCENTRATING.
7. IMMEDIATELY AFTER ITS CONSTRUCTION, APPROPRIATELY SEED AND MULCH THE ENTIRE DISTURBED AREA OF THE SPREADER.

MAINTENANCE

THE MEASURE SHALL BE INSPECTED AFTER EACH RAINFALL AND REPAIRS MADE, IF REQUIRED. LEVEL SPREADER LIP MUST REMAIN AT 0% SLOPE TO ALLOW PROPER FUNCTION OF MEASURE. THE CONTRACTOR SHOULD AVOID THE PLACEMENT OF ANY MATERIAL ON AND PREVENT CONSTRUCTION TRAFFIC ACROSS THE STRUCTURE. IF THE MEASURE IS DAMAGED BY CONSTRUCTION TRAFFIC, IT SHALL BE REPAIRED IMMEDIATELY.

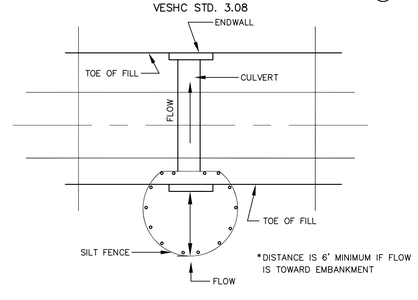


TEMPORARY CONSTRUCTION ENTRANCE (CE)
VESHC STD. 3.02
N.T.S.

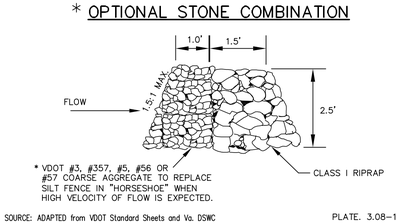


LEVEL SPREADER WITH RIGID LIP (LS)
CROSS SECTION
VESHC STD. 3.21
N.T.S.

SILT FENCE CULVERT INLET PROTECTION (CIP)
VESHC STD. 3.08

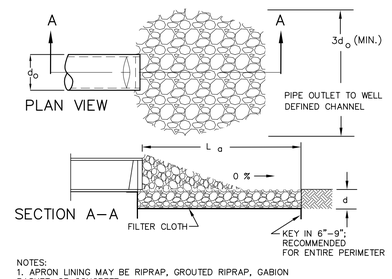


* OPTIONAL STONE COMBINATION



SOURCE: ADAPTED from VDOT Standard Sheets and Va. DSWC

PLATE. 3.08–1



NOTES:
1. APRON LINING MAY BE RIPRAP, GROUTED RIPRAP, GABION BASKET, OR CONCRETE.
2. La IS THE LENGTH OF THE RIPRAP APRON AS CALCULATED USING PLATES 3.18–3 AND 3.18–4.
3. d = 1.5 TIMES THE MAXIMUM STONE DIAMETER, BUT NOT LESS THAN 6 INCHES.

(OP) PIPE OUTLET PROTECTION
N.T.S.

*ENGINEERING >> SURVEYING >> PLANNING
HURT & PROFFITT INCORPORATED
25241 LANGHORNE ROAD
LYNCHBURG VA 24501
800.242.4906 TOLL FREE
434.847.7796 MAIN
434.847.0047 FAX

DETAILS FOR NELSON COUNTY BROADBAND
NELSON COUNTY, VIRGINIA

PROJECT NO.	20120343
G.L. NO.	174-12-C4.2
FILE NO.	G-13623
DATE:	06/25/2012
DRAWN BY:	NRO
CHECKED BY:	SES

COMMONWEALTH OF VIRGINIA
SCOT E. SHIPPEE
Lic. No. 040103
6/25/2012
PROFESSIONAL ENGINEER

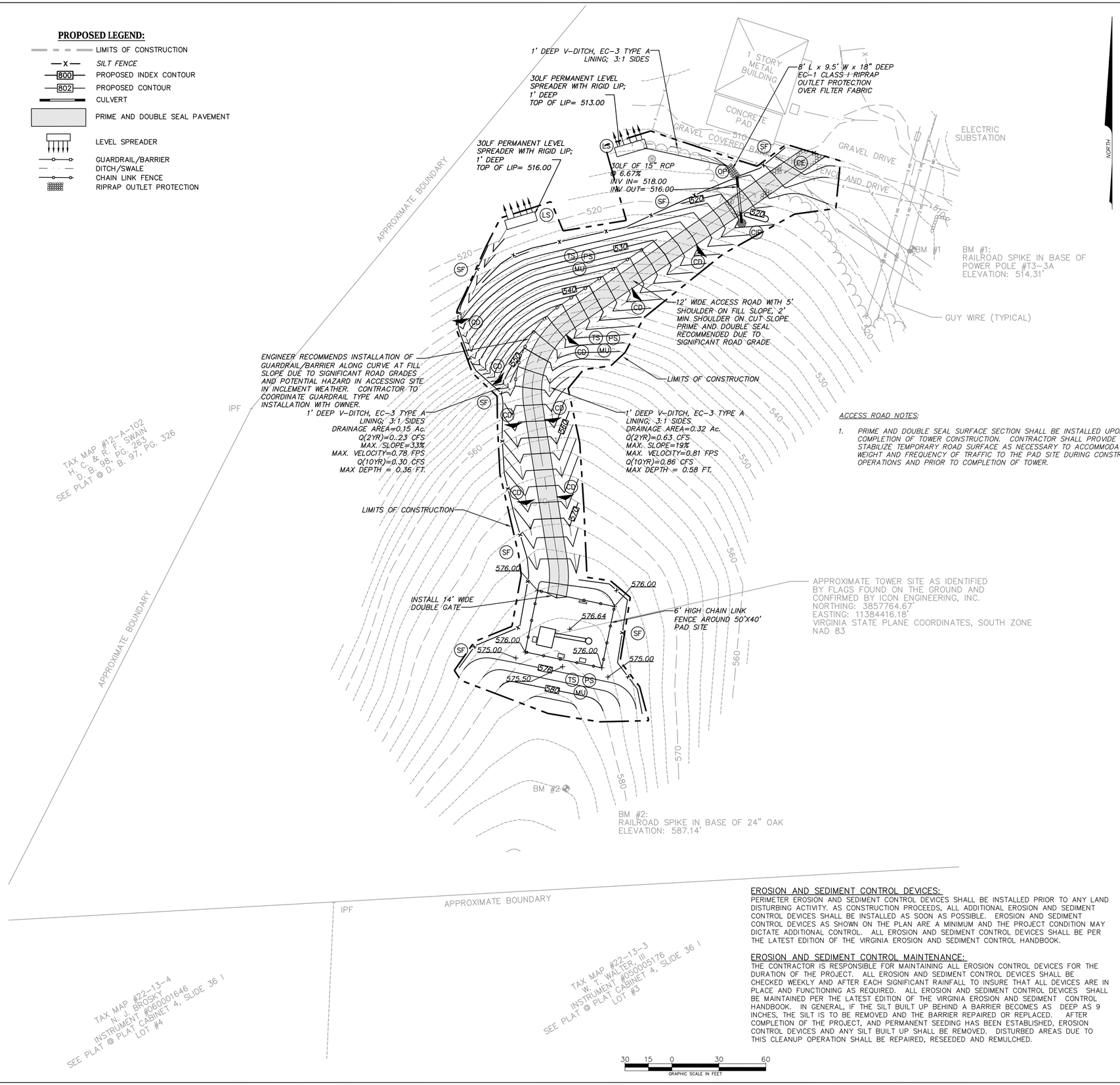
HURT & PROFFITT

SHEET NO.
C3.0

Jun 25, 2012 – 2:09pm V:\LandProjects\20120343\dwg\Site.dwg

PROPOSED LEGEND:

- LIMITS OF CONSTRUCTION
- SILT FENCE
- 800 PROPOSED INDEX CONTOUR
- 802 PROPOSED CONTOUR
- CULVERT
- PRIME AND DOUBLE SEAL PAVEMENT
- LEVEL SPREADER
- GUARDRAIL/BARRIER
- DITCH/SWALE
- CHAIN LINK FENCE
- RIPRAP OUTLET PROTECTION



GRADING NOTES:

1. TOTAL DISTURBED AREA DURING CONSTRUCTION = 0.76 AC.
2. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE PER THE STANDARDS AND SPECIFICATIONS OF THE MOST RECENT VERSION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK (VESCH).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES FOR THE DURATION OF THE PROJECT. ALL EROSION CONTROL DEVICES SHALL BE CHECKED DAILY TO ENSURE THAT ALL ARE PROPERLY IN PLACE AND FUNCTIONING AS PLANNED. ALL EROSION CONTROL DEVICES WILL BE REPAIRED (CLEANED) AS NECESSARY, AND AFTER EACH RAINFALL PRODUCING RUNOFF AS A MINIMUM.
4. ALL DISTURBED AREAS TO RECEIVE TEMPORARY SEEDING, PERMANENT SEEDING AND MULCH. ALL SLOPES OF 2:1 OR GREATER MUST RECEIVE BLANKET AND MATTING IN ADDITION TO SEEDING AND MULCHING PRACTICES AS STATED IN THE MOST RECENT VERSION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.
5. ALL FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR, PLACED IN 8" LOOSE LIFTS.
6. CONTRACTOR IS TO FURNISH THE NAME OF THEIR VIRGINIA CERTIFIED RESPONSIBLE LAND DISTURBER TO THE LOCAL AUTHORITY PRIOR TO ANY LAND DISTURBANCE.
7. CONTRACTOR TO TEMPORARY SEED & MULCH DIVERSIONS IMMEDIATELY FOLLOWING CONSTRUCTION.
8. CONTRACTOR TO BE RESPONSIBLE FOR REROUTING ALL TEMPORARY DIVERSIONS AND SILT FENCE AS NECESSARY DURING CONSTRUCTION TO MAINTAIN PROPER DRAINAGE OF DISTURBED AREAS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ADDITIONAL E&S MEASURES OR MAINTENANCE REQUESTS OR REROUTING, OR RELOCATING, E&S MEASURES AS DEEMED NECESSARY BY THE LOCAL AUTHORITY OR LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.
10. ALL FILL AREAS TO BE STRIPPED OF UNSUITABLE MATERIAL BEFORE PLACING AND COMPACTING FILL MATERIAL.
11. CONTRACTOR SHALL BACKFILL TO THE EDGE OF PAVEMENT AND COMPACT. CONTRACTOR SHALL SEED, FERTILIZE AND MULCH IMMEDIATELY UPON COMPLETION OF GRADING OPERATIONS.
12. CONTRACTOR SHALL CONTACT ENGINEER IF ADDITIONAL CONSTRUCTION ENTRANCE MEASURES ARE NEEDED TO PREVENT THE TRACKING OF MUD, DIRT, OR DEBRIS ONTO ANY PAVED SURFACES INSIDE OR OUTSIDE OF THE PROPOSED CONSTRUCTION LIMITS.
13. UPON COMMENCEMENT OF DEMOLITION ACTIVITIES THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND SUPPLYING THE NECESSARY SAMPLES AND RESULTS TO DETERMINE FERTILIZER AND NUTRIENT APPLICATION FOR THE ESTABLISHMENT OF GRASS IN THE SITE.

ACCESS ROAD NOTES:

1. PRIME AND DOUBLE SEAL SURFACE SECTION SHALL BE INSTALLED UPON FINAL COMPLETION OF TOWER CONSTRUCTION. CONTRACTOR SHALL PROVIDE AND STABILIZE TEMPORARY ROAD SURFACE AS NECESSARY TO ACCOMMODATE THE WEIGHT AND FREQUENCY OF TRAFFIC TO THE PAD SITE DURING CONSTRUCTION OPERATIONS AND PRIOR TO COMPLETION OF TOWER.

VIRGINIA UNIFORM CODING SYSTEM FOR EROSION AND SEDIMENT CONTROL PRACTICES
* CHART TAKEN FROM THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK (JULY 1992)

- CE TEMPORARY CONSTRUCTION ENTRANCE (3.02)
- SF SILT FENCE (3.05)
- CIP CULVERT INLET PROTECTION (3.08)
- OP OUTLET PROTECTION (3.18)
- RR RIPRAP (3.19)
- CD ROCK CHECK DAM (3.20)
- LS LEVEL SPREADER (3.21)
- TS TEMPORARY SEEDING (3.31)
- PS PERMANENT SEEDING (3.32)
- MU MULCHING (3.35)

EROSION AND SEDIMENT CONTROL DEVICES:
PERIMETER EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY. AS CONSTRUCTION PROCEEDS, ALL ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED AS SOON AS POSSIBLE. EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLAN ARE A MINIMUM AND THE PROJECT CONDITION MAY DICTATE ADDITIONAL CONTROL. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE PER THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK.

EROSION AND SEDIMENT CONTROL MAINTENANCE:
THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL DEVICES FOR THE DURATION OF THE PROJECT. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE CHECKED WEEKLY AND AFTER EACH SIGNIFICANT RAINFALL TO INSURE THAT ALL DEVICES ARE IN PLACE AND FUNCTIONING AS REQUIRED. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED PER THE LATEST EDITION OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. IN GENERAL, IF THE SILT BUILT UP BEHIND A BARRIER BECOMES AS DEEP AS 9 INCHES, THE SILT IS TO BE REMOVED AND THE BARRIER REPAIRED OR REPLACED. AFTER COMPLETION OF THE PROJECT, AND PERMANENT SEEDING HAS BEEN ESTABLISHED, EROSION CONTROL DEVICES AND ANY SILT BUILT UP SHALL BE REMOVED. DISTURBED AREAS DUE TO THIS CLEANUP OPERATION SHALL BE REPAIRED, RESEEDED AND REMULCHED.

NOTES:
1. THE ENGINEER AND/OR SURVEYOR TAKES NO RESPONSIBILITY FOR THE LOCATION OR ACCURACY OF THE UTILITIES SHOWN HEREON OR ANY UTILITIES WITHIN THE PROJECT THAT MAY NOT BE SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES TO SEE IF ANY UTILITIES EXIST WITHIN THE AREA OF THE PROJECT BEFORE ANY CONSTRUCTION BEGINS. ANY COST INCURRED BY DAMAGING ANY UTILITY WITHIN THE PROJECT SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
2. THIS DRAWING HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE, NECESSARILY, INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THIS DRAWING IS PREPARED FOR THE DESIGN OF A ROAD TO SERVE A PROPOSED TOWER SITE ON PROPERTY OF CENTRAL VIRGINIA ELECTRIC COOPERATIVE. SEE D. B. 96, PG. 248 AND PLAT BY PAUL M. SAUNDERS AS NOTED BELOW.
4. THIS DRAWING WAS PREPARED AT THE REQUEST OF NELSON COUNTY.
5. HORIZONTAL DATUM: GPS OBSERVATION AND BOUNDARY SURVEY BY PAUL M. SAUNDERS, PLAT DATED MARCH 1961. FILE #299.
6. VERTICAL DATUM: GPS OBSERVATION AND BASED ON AN ACTUAL FIELD SURVEY.
6. PROPERTY SHOWN IS A PORTION OF TAX MAP #12-A-103.

*ENGINEERING >> SURVEYING >> PLANNING
HURT & PROFFITT INCORPORATED
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LYNCHBURG VA 24501
800.242.4906 TOLL FREE
434.847.7796 MAIN
434.847.0047 FAX

GRADING AND EROSION & SEDIMENT CONTROL PLAN FOR NELSON COUNTY BROADBAND

NELSON COUNTY, VIRGINIA

PROJECT NO.	20120343
G.L. NO.	174-12-C4.2
FILE NO.	G-13623
DATE:	06/25/2012
DRAWN BY:	NRO
CHECKED BY:	SES

COMMONWEALTH OF VIRGINIA
SCOT E. SHIPPEE
Lic. No. 040103
6/25/2012
PROFESSIONAL ENGINEER

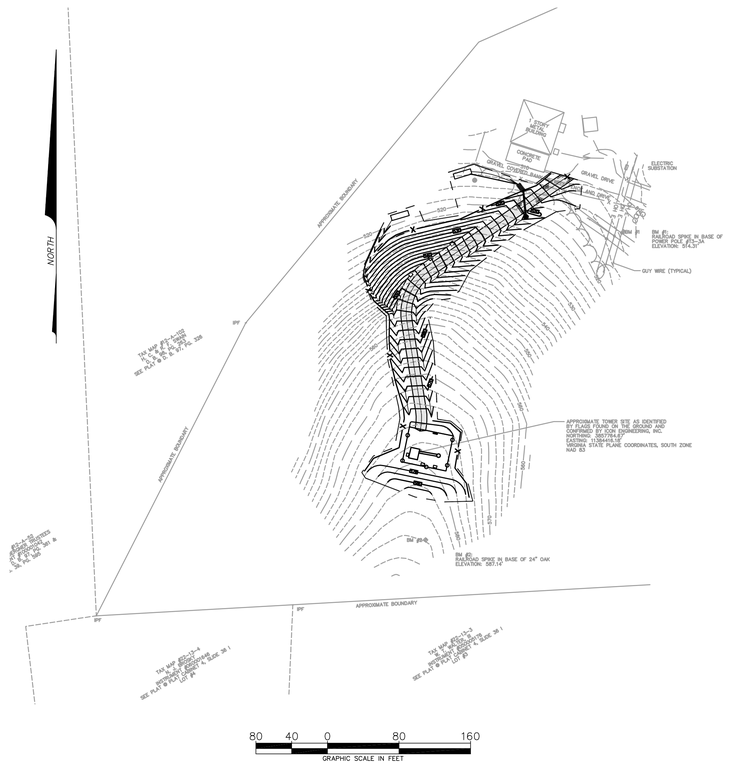
HURT & PROFFITT

SHEET NO.
C2.0

Jun 25, 2012 - 2:05pm V:\LandProjects\20120343\dwg\Site.dwg

GRADING AND EROSION AND SEDIMENT CONTROL PLAN
FOR
NELSON COUNTY BROADBAND
MARTIN'S STORE WIRELESS TOWER
NELSON COUNTY, VIRGINIA

VICINITY MAP
N.T.S.



GENERAL NOTES:

1. TAX MAP #12-A-103
   CURRENT USE: ELECTRIC SUBSTATION SITE
   PROPOSED USE: WIRELESS TOWER SITE AND ACCESS ROAD
2. OWNER: CENTRAL VIRGINIA ELECTRIC COOPERATIVE.
   ADDRESS: P.O. BOX 247, LOVINGSTON, VA 22949
   CONTACT: STEVE CARTER, NELSON COUNTY ADMINISTRATOR
   PHONE: 434-263-7001
3. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE THE CONSTRUCTION OF A WIRELESS TOWER PAD SITE, ACCESS ROAD AND ASSOCIATED GRADING AND EROSION AND SEDIMENT CONTROL MEASURES.
4. TOTAL DISTURBED AREA: 0.76 ACRES; VIRGINIA STORMWATER MANAGEMENT PERMIT WILL NOT BE REQUIRED.
5. NO DEMOLITION, SITE WORK, OR GRADING IS PERMITTED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT ISSUED BY THE LOCAL AUTHORITY.
6. ALL EROSION/STORMWATER MANAGEMENT MEASURES MUST BE DEWATERED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY AND ALL TEMPORARY EROSION MUST BE REMOVED WITHIN 30 DAYS OF PERMANENT STABILIZATION OF THE SITE.
7. ALL CONSTRUCTION STAGING, LOADING, TEMPORARY PARKING, AND LAYDOWN AREAS SHALL BE COORDINATED WITH THE OWNER PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITIES.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL TO PREVENT DAMAGING AND/OR NUISANCE AIRBORNE DUST FROM LEAVING THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING WHATEVER MEASURES ARE NECESSARY TO CORRECT AND/OR COMPENSATE BORDERING PROPERTY OWNERS AND THE OWNER FOR ALL DAMAGES DUE TO DUST.
9. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL AUTHORITY'S STANDARD DETAILS.
10. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS AND BONDS AS DEEMED NECESSARY BY THE LOCAL AUTHORITY.
11. CONTRACTOR SHALL CONTACT THE LOCAL AUTHORITY PRIOR TO ANY DEMOLITION OR GRADING ACTIVITIES WITHIN THE RIGHT OF WAY TO OBTAIN THE APPROPRIATE PERMITS.
12. CONTRACTOR SHALL CONTACT THE OWNER IN WRITING NOT LESS THAN 30 DAYS MINIMUM PRIOR TO ANY DEMOLITION AND/OR CONSTRUCTION ACTIVITY TO VERIFY MARKING OF EXISTING UTILITY SERVICES.

SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS (SAUNDERS' SURVEYS, INC. - FILE#2539-D)
C2.0	GRADING AND EROSION & SEDIMENT CONTROL PLAN
C3.0	DETAILS
DA1.0	DRAINAGE AREA MAP

VIRGINIA CERTIFIED RESPONSIBLE LAND DISTURBER

NAME – PRINTED SIGNATURE DATE

PHONE # COMPANY

ADDRESS

THE ENGINEER AND/OR SURVEYOR TAKES NO RESPONSIBILITY FOR THE LOCATION OR ACCURACY OF THE UTILITIES AS SHOWN HEREON OR ANY UTILITIES WITHIN THE PROJECT THAT MAY NOT BE SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES TO SEE IF ANY UTILITIES EXIST WITHIN THE AREA OF THE PROJECT BEFORE ANY CONSTRUCTION BEGINS. ANY COST INCURRED BY DAMAGING ANY UTILITY WITHIN THE PROJECT SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

48 WORKING HOURS PRIOR TO STARTING THE WORK, THE CONTRACTOR SHALL CALL MISS UTILITY AT PHONE NUMBER 811 AND ADVISE THE NATURE AND LOCATION OF THE WORK.

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25241 LANGHORNE ROAD
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434.847.0047 FAX

COVER SHEET
FOR
NELSON COUNTY BROADBAND
NELSON COUNTY, VIRGINIA

PROJECT NO.	20120343
G.L. NO.	174-12-C4.2
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COMMONWEALTH OF VIRGINIA
SCOT E. SHIPPEE
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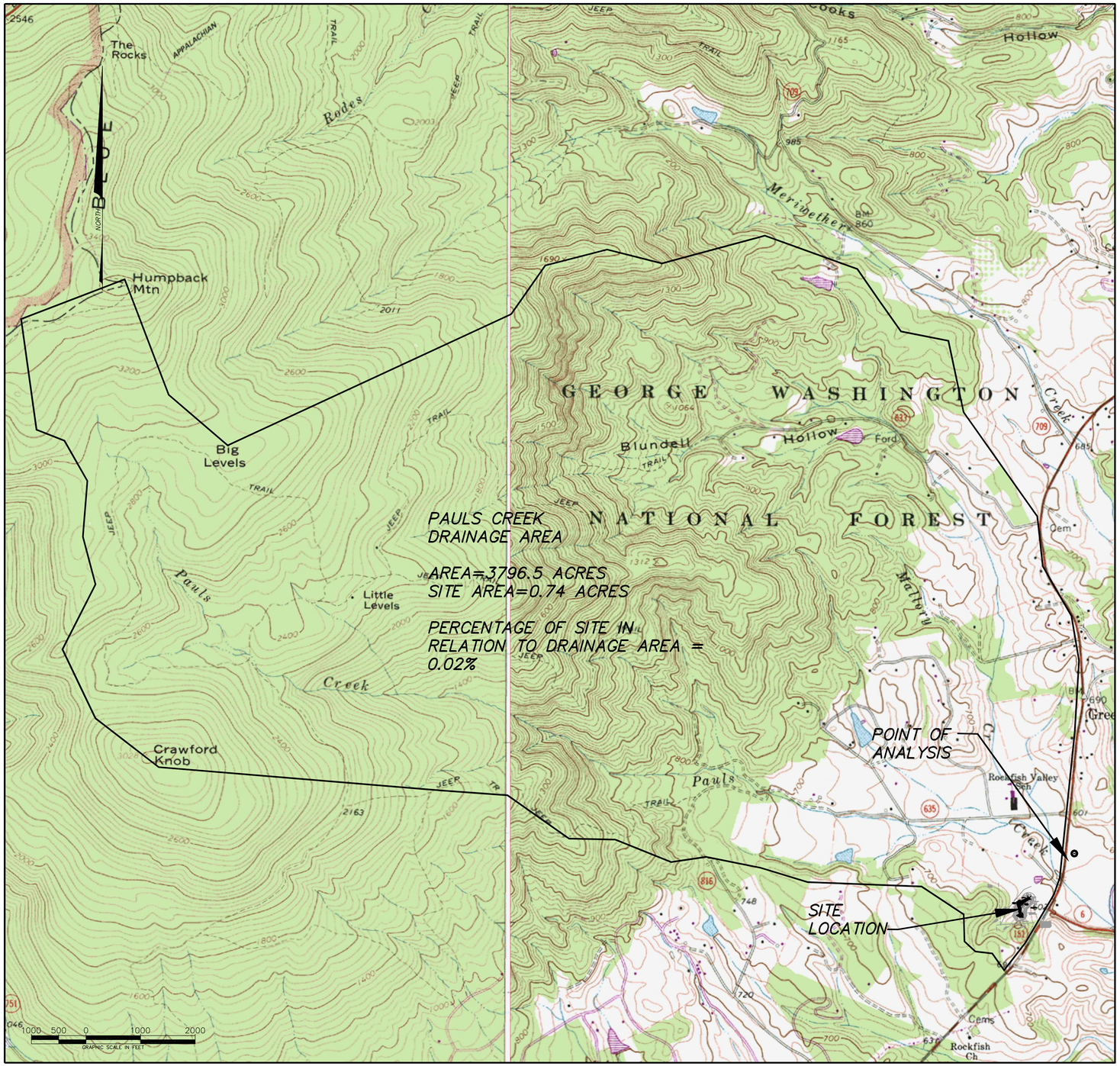
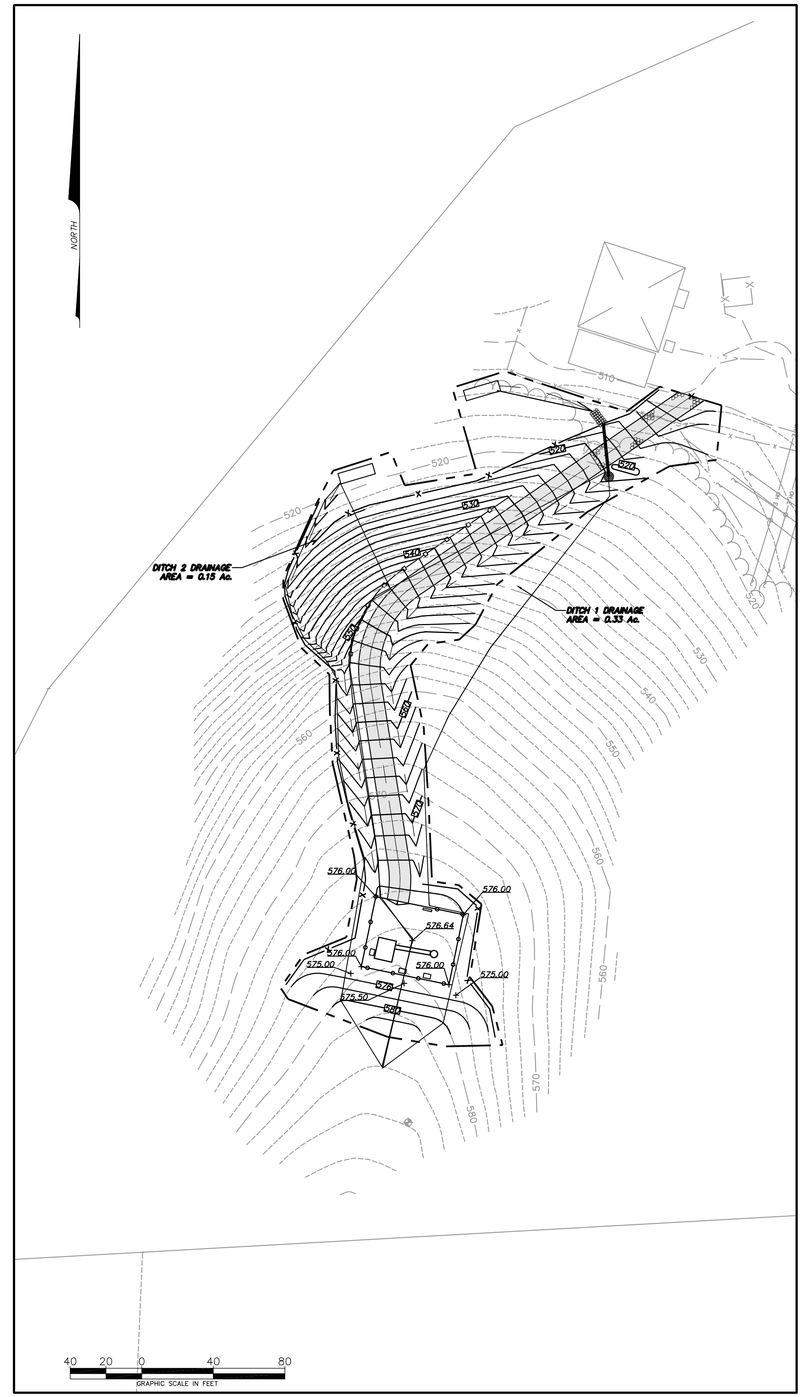


WATERSHED DRAINAGE AREA



DITCH DRAINAGE AREAS

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DRAINAGE AREA MAP
FOR
NELSON COUNTY BROADBAND
NELSON COUNTY, VIRGINIA

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HURT & PROFFITT

SHEET NO.
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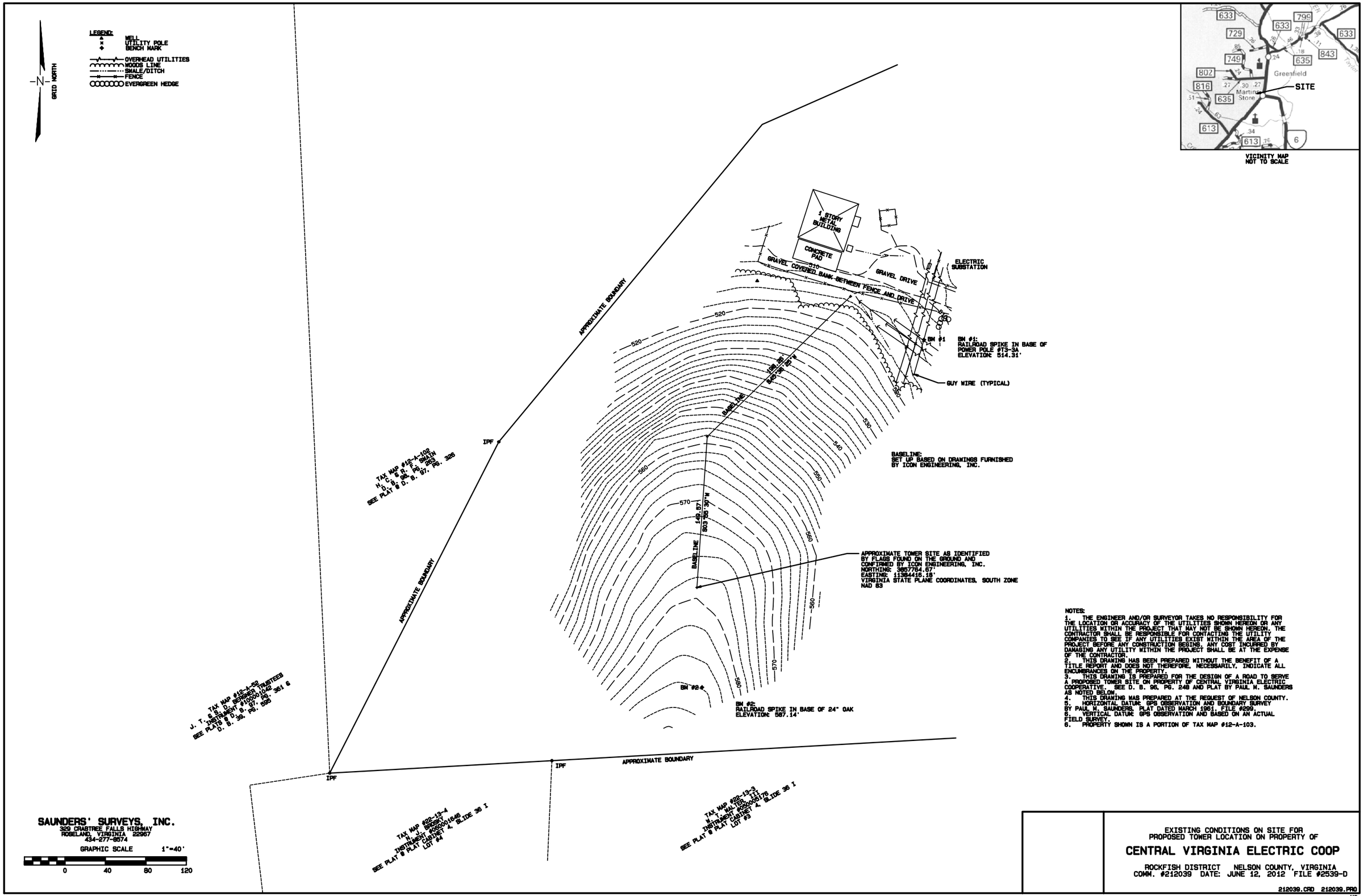

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EXISTING CONDITIONS ON SITE FOR
PROPOSED TOWER LOCATION ON PROPERTY OF

CENTRAL VIRGINIA ELECTRIC COOP

ROCKFISH DISTRICT NELSON COUNTY, VIRGINIA
COMM. #212039 DATE: JUNE 12, 2012 FILE #2539-D

212039.CRD 212039.PRO
MC