#### DRAFT ENVIRONMENTAL ASSESSMENT

# SECTION 202 DICKENSON COUNTY NONSTRUCTURAL PROJECT DICKENSON COUNTY PUBLIC SCHOOLS CONSOLIDATED MIDDLE/HIGH SCHOOL COMPLEX DICKENSON COUNTY, VIRGINIA

APPENDIX D – SECTION 202 DICKENSON COUNTY NONSTRUCTURAL PROJECT, DESIGN DOCUMENT REPORT, USACE HUNTINGTON DISTRICT, 2004

U.S. ARMY CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA
NOVEMBER 2012



LEVISA FORK BASIN DICKENSON COUNTY, VIRGINIA SECTION 202 NONSTRUCTURAL PROJECT

DESIGN DOCUMENT REPORT
FLOOD RISK MANAGEMENT
FOR
DICKENSON COUNTY PUBLIC SCHOOLS

**AUGUST 2010** 

Levisa Fork Basin
Dickenson County, Virginia
Section 202 Nonstructural Project
Design Document Report
Flood Risk Management for Dickenson County Public Schools
13 August 2010

#### CERTIFICATION OF AGENCY TECHNICAL REVIEW

Ninety-one (91) comments were entered into Dr. Checks by the ATR Team. Responses were prepared by the PDT and submitted on each comment. The responses were back checked by the ATR Team members and closed out.

All concerns resulting from agency technical review of the project have been fully resolved.

John J. Jaeger PE, PhD

Chief, Engineering & Construction Division

Date

#### STATEMENT OF TECHNICAL REVIEW (ATR)

Levisa Fork Basin
Dickenson County, Virginia
Section 202 Nonstructural Project
Design Document Report
Flood Risk Management for Dickenson County Public Schools
13 August 2010

#### COMPLETION OF AGENCY TECHNICAL REVIEW

The District has completed the Design Document Report. Notice is hereby given that an agency technical review has been conducted as defined in the Review Plan that is appropriate to the level of risk and complexity inherent in the project. During the agency technical review, compliance with established policy principals and procedures, utilizing justified and valid assumptions, was verified. This included review of: assumptions; methods, procedures, and material used in analysis; alternatives evaluated; the appropriateness of data used and level obtained; and reasonableness of the result, including whether the product meets the customer's needs consistent with law and existing Corps policy. The agency technical review team members were from outside the home district. The ATR team leader was from outside the home MSC.

ATR Team:

Jimmy LT M (Xathews)

leady ()\_\_\_\_

Gary J. Stinson, CELRN-EC-A

Bornie F Jennings OBLRI-ED-T-0

## STATEMENT OF QUALITY CONTROL REVIEW

Levisa Fork Basin
Dickenson County, Virginia
Section 202 Nonstructural Project
Design Document Report
Flood Risk Management for Dickenson County Public Schools
13 August 2010

### COMPLETION OF QUALITY CONTROL REVIEW

The District has completed the Design Document Report. Notice is hereby given that a quality control review has been conducted as defined in the Review Plan that is appropriate to the level of risk and complexity inherent in the project. During the quality control review, compliance with established policy principals and procedures, utilizing justified and valid assumptions, was verified. This included review of: assumptions; methods, procedures, and material used in analysis; alternatives evaluated; the appropriateness of data used and level obtained; and reasonableness of the result, including whether the product meets the customer's needs consistent with law and existing Corps policy. The quality control review team members were from the home district.

<b>Quality Control Team</b>	$\widehat{}$
thethe my. Wily	With Mag
Stephen M. Worley, CELRH-PM-PP-P	Derek S. Maxey, CELRH-EC-TC
Project Manager	· ·
Matthew C. Martin	Gary M. Walker, CELRH-RE-PP
Matthew C. Martin, CELRH-EC-DR	Gary M. Walker, CELRH-RE-PP
Lead Engineer	Y.
Ster G. Ohn	
Stephen D. O'Leary, CELRH-PM-PD-S	John R. Yeager, CELRH-PM-PD-S
Section 202 Program Manager	11 11 11 11 11 11 11 11 11
STEB- PULLED	Allento Kine
Steven D. Radcliff, CELRH-PM-PD-S	Jason T./Smithson, CELRH-EC-CE
	BRACKET
Michael D. McComas II, CELRH-PM-PD-	S Bradley J. Stark, CELRH-OC

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# Design Document Report Flood Risk Management for Dickenson County Public Schools

1. Scope and Purpose. The Dickenson County Public Schools (DCPS) owns four public schools within the Dickenson County Nonstructural Project area that are eligible for flood risk management measures. The schools eligible for flood risk management measures are Ervinton High School, Haysi High School, Clinchco Elementary School, and Sandlick Elementary School.

This report compares costs to implement flood risk management measures to acquisition by relocation where applicable. For each school that cannot be protected in place, acquisition by relocation is presented. The purpose of this report is to establish the Government's contribution toward the flood risk management of existing project schools and to obtain authority to negotiate a relocations contract with the DCPS.

DCPS has filed a preliminary nonstructural program application, attached as Appendix A, Exhibit A-1. This report is the basis of proposed nonstructural flood risk management measures to be implemented through a relocation contract.

#### 2. Authority.

#### a. Legislative.

- (1) Section 202 of the Energy and Water Development Appropriation Act of 1981 (P.L. 96-367) provides the overall authority for implementing and directing the construction, at full federal expense, of flood risk management measures in the Tug Fork and Levisa Fork of the Big Sandy River Basin and the Upper Cumberland River Basin. This authority includes Dickenson County.
- (2) The Supplemental Appropriations Bill of 1984 (P.L. 98-332) directs the Secretary of the Army to implement immediately nonstructural flood risk management measures such as relocation sites, floodproofing and floodplain acquisition and evacuation.
- (3) Section 103b. of the Water Resources Development Act of 1986 (P.L. 99-662) specifies that the non-Federal share of the cost of nonstructural flood risk management measures shall be 25 percent of the total project cost.
- (4) Section 105 of Public Law 96-367(November 1996) states that non-structural flood risk management measures implemented under Section 202(a) of P.L. 96-367 shall prevent

future losses that would occur from a flood equal in magnitude to the April 1977 level by providing protection from the April 1977 level or the 100-year frequency event whichever is greater.

(5) Section 103(m) of the Water Resources Development Act of 1986 (P.L. 99-662) provides guidelines under which the non-Federal sponsor can qualify for a reduction of the maximum non-Federal cost share.

#### b. Administrative.

- (1) Detailed Project Report submitted as Appendix V of the Section 202 General Plan, titled Dickenson County Nonstructural Project, provides a detailed analysis of the flooding problems and proposed solutions in the Levisa Fork Basin in Dickenson County. The report was approved on 3 July 2004.
- (2) Project Cooperation Agreement (PCA) was executed on 6 January 2006 with the Dickenson County Board of Supervisors (non-Federal Sponsor). Under this agreement the non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for implementation, operation, and maintenance of the Project. The non-Federal Sponsor is responsible for 5% of the Total Project Cost. See Appendix A, Exhibit A-2.
- (3) Memorandum of Agreement was executed on 6 January 2006 with the Dickenson County Board of Supervisors (Local Sponsor). This agreement provides that the Government shall, on behalf of the Local Sponsor, acquire all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for implementation, operation, and maintenance of the Project. See Appendix A, Exhibit A-3.
- (4) Fundamental authority to provide the owner of the schools with replacement facilities is provided for under the guarantees within the Fifth Amendment to the Constitution of the United States of America along with project authority that inherently authorizes the Government to provide just compensation for the taking of private property required for the Project. Guidance for implementation of the Government's responsibility is provided in Engineer Federal Acquisition Regulation Supplement (EFARS), Appendix Q Section 73-000 et. seq. Where in fact a substitute facility is necessary, just compensation for the acquisition of a facility owned by an agency of local government currently used in the performance of a local governmental function is a current standard replacement facility that "will as nearly as practicable serve the owner in the same manner and reasonably as well as does the existing facility." (EFARS, Appendix Q, Paragraph Q-73-106).

3. Dickenson County Nonstructural Project. The Dickenson County Nonstructural Project area includes the parts of Dickenson County, Virginia that are subject to flood damage from a reoccurrence of the April 1977 flood within the Levisa Fork Basin, which includes the Russell Fork, the McClure River, the Pound River, the Cranes Nest River and their tributaries, and the incorporated areas of Haysi and Clintwood. All structures eligible for this voluntary program are at or below the April 1977 flood elevation.

## 4. Existing Schools.

a. Ervinton High School. Ervinton High School, grades 9-12, is located near the confluence of the Spring Fork and the Middle Fork, forming the Open Fork. All of the school buildings are located in the floodway along the right descending bank at river mile 0.15 of the Spring Fork. The main school building (OPF-0036) is brick veneer/concrete masonry construction and was originally built in 1952 with an expansion constructed in the 1980's. Overall, the existing facility (including the Technology Center, OPF-0039, which is a separate building) is approximately 55,665 square feet (sf). In addition, the employer-provided custodian's home (OPF-0040), which is approximately 1,344 sf, a bus garage (OPF-0042) of 2,970 sf, the athletic field house (AFH) (OPF-0035) measuring 300 sf, and 3 storage outbuildings (OPF-0033, OPF-0034, OPF-0041) are located on the school's 7.2-acre campus. The AFH is used as athletic equipment rooms and restrooms. See Appendix B, Exhibit B-1.

Ervinton High School delivers a high school curriculum within a traditional classroom setting. The school building contains typical high school areas: administration suite, academic classrooms, special-education classrooms, library/media center, homemaking and music classrooms, technology center (with science lab, computer lab, and shops), cafeteria, and gymnasium/auditorium. In addition, fiber-optic technology is used to import classroom instruction in low-density courses of instruction such as foreign languages and advanced mathematics. The student population has declined significantly from the maximum designed capacity of 625 students. The current enrollment for the 2009-2010 school year is 213 students.

Ervinton High School is located near Nora, Virginia and is accessible via a bridge that crosses Spring Fork from State Route (SR) 652. Public utilities serving the school include electric, natural gas, telephone, and public water. The school is heated with a coal-fired furnace and the sewage is treated on-site.

**b. Haysi High School.** Haysi High School, grades 9-12, is located along SR 80 at river mile 26.35 of the Russell Fork. The school is mainly located on a bench high above the river, but several outlying buildings that provide currently programmed academic functions are at lower elevations, and below the April 1977 flood elevation. Those buildings include two Home Economics buildings (RUF-0076, RUF-0077), an Agriculture shop (RUF-0079), and a Band/Music building (RUF-0078). These outlying buildings are separated from the main high

school buildings by SR 80 and are accessed via an overhead footbridge. In addition, an Athletic Field House (AFH) is located 1.5 miles away (river mile 28.2 of the Russell Fork) in support of the Haysi High School athletic fields, and it is located in the floodway. The AFH (RUF-0141), which is approximately 5000 sf, contains locker rooms, weight training facilities, coaches' offices, restrooms, and concession operations. Also located at the Haysi High School football field is a 1800 sf visitor's locker room and a 150 sf building used as a ticket office. See Appendix B, Exhibits C-1 and C-2.

Haysi High School is located in Haysi, Virginia and is accessible via SR 80. Public utilities serving the school include electric, natural gas, telephone, public water, and public sewer. The school is heated with a coal-fired furnace.

c. Clinchco Elementary School. Clinchco Elementary School, grades pre-K through 7, is located at river mile 6.4 of the McClure River on the right descending bank. The school is brick veneer/concrete masonry construction and is approximately 61,500 sf. The school building contains typical elementary/middle school areas: administration suite, academic classrooms, a multipurpose room, library/media center, cafeteria, and gymnasium. Also on the 5-acre school property are two modular buildings - one is used as a classroom and the other is a county-owned dental clinic. In addition, playground and parking areas are on the school grounds. The student population has declined from the maximum designed capacity of 660 students. The current enrollment for the 2009-2010 school year is 170 students.

The school (MCR-0246) was under construction during the flood of 1977, and received approximately three feet of water in it. The flood source is headwaters from the McClure River, and there is a closed, capped landfill within the drainage basin uphill from the school. The school and the adjacent neighborhood were built in an extinct river oxbow, which was cut off from the river when the state highway was constructed. The school is in the downstream end of the oxbow. The upland landfill has contaminated the ground water under the school, but no traces of contamination have been found in the upper 11 feet of soil and fill. See Appendix D, Exhibit D-1.

Clinchco Elementary School is located in Clinchco, Virginia and is accessible via SR 83. Public utilities serving the school include electric, telephone, public water, and public sewer. The building is heated using an electric furnace.

**d. Sandlick Elementary School.** Sandlick Elementary School is located in the floodway along the left descending bank of Russell Fork at river mile 28.37 immediately adjacent to the Haysi High School athletic fields. The school is brick veneer/concrete masonry construction comprised by the original building built in 1970 and an expansion constructed in 1990. The existing building (RUF-0150) is approximately 75,300 sf. Also included on the 4.4-acre campus is the employer-provided custodian's home (RUF-0158), which is approximately 1,344 sf. See Appendix E, Exhibit E-1.

Sandlick Elementary School provides instruction for grades pre-K through 8 within a traditional classroom setting. The school building contains typical elementary/middle school areas: administration suite, academic classrooms, a multipurpose room, library/media center, cafeteria, and gymnasium. In addition, playground and picnic areas are on the school grounds. The student population has declined steadily from the maximum designed capacity of 780 students. The current enrollment for the 2009-2010 school year is 543 students.

Sandlick Elementary School is located in Birchleaf, Virginia and is accessible via a bridge that crosses Russell Fork from SR 80. Public utilities serving the school include electric, natural gas, telephone, and public water. The building is heated using an electric furnace and the sewage is treated on-site.

5. Flood Risk Management Options. Flood risk management for these schools is accomplished by either implementing flood risk management measures on the existing structure on the owner's property or acquisition of the owner's real estate with removal of the flood prone structure. In both cases, restrictions placed upon the property shall prevent future damage from a reoccurrence of the April 1977 Tug Fork Valley flood or 100-year flood, whichever is greater. The 100-year flood is defined as that area that has a one percent chance of being reached or exceeded in any single year. If there are no physical restrictions to implement flood risk management measures on the owner's property, then a cost comparison between flood risk management measures and acquisition is performed. The least costly option determines the method of flood risk management selected.

If the school is located within the floodway or there are physical restrictions on the owner's property to protect the building, then flood risk management measures are not an option. The floodway is defined as the stream channel and that portion of the adjacent floodplain that must remain open to permit passage of the base flood. When flood risk management measures are not an option, acquisition of the school is the only method of flood risk management available. It has been shown that fair market appraisal standards do not adequately capture the acquisition cost of schools. Just compensation for the acquisition of a school is relocation of the school function into a current standard replacement facility, provided that all of the conditions stated in EFARS, Appendix Q, Par. 2.b.(4) are met.

"Current standard" was determined in accordance with the Virginia Public School Facilities Guidelines as of September 2009, architectural design guidelines for schools, discussions with Dickenson County school officials, and Dickenson County schools site visits.

a. Ervinton High School. Ervinton High School was flooded during the April 1977 flood. Since the school and its outbuildings are located in the floodway and the Section 202 program prevents further development therein, relocation of the school function to an alternative site outside the floodway is considered a fair and reasonable exchange for the property.

Ervinton High School is owned by an agency of local government and utilized in the governmental function of public education. There is a current and continuing need for Ervinton High School. Compensation for the acquisition of Ervinton High School will be a replacement school constructed to current standards that serves the same function of the existing school at projected enrollment levels. The first floor elevation of the replacement high school shall be at least one foot above a reoccurrence of the April 1977 flood or the 100-year flood, whichever is greater [par. 2.a.(4)].

1) Replacement Ervinton High School Facilities. The 2009 student enrollment for Ervinton High School is 213 pupils and the projected 2012 enrollment for Ervinton High School is 202 pupils.' See Appendix B, Exhibit B-2. The replacement school, which will replace the function of both the existing school (OPF-0036) and the Technology Center (OPF-0039), shall be approximately 92,344 sf. The proposed building will be a concrete masonry two-story building. The first floor will be at least elevation 1568.8, which is one foot above the 1977 flood at the proposed location of the replacement school.

In addition, the custodian's home, the athletic field house, and three storage outbuildings will require abandonment and removal. The custodian's home and the three storage buildings would not be required at a replacement school and, therefore, not included in this report. An athletic field house would be required for the track/football field at the replacement school. All replacement structures will have a first floor elevation of 1568.8 or greater. See Appendix B, Exhibit B-3.

Upon completion of the replacement Ervinton High School, the existing school, technology center, custodian's home, athletic field house, and the three storage outbuildings shall be demolished.

2) Ervinton High School Relocation Site. The proposed relocation site for Ervinton High School is adjacent to the school's present location. The proposed plan would require acquisition of approximately nine acres of land from the adjoining property owners and would also include relocation of a cemetery which has approximately 20 graves. Should this plan be implemented, the relocation of the graves would require coordination with the Virginia Department of Historic Resources. The preparation of the relocation site will require extensive excavation of the hillside to provide adequate space for the new campus. See Appendix B, Exhibit B-4.

The minimum size of a campus for a high school of this size is twelve acres in accordance with the Virginia Public School Facilities Guidelines. Minimum outside play areas were also determined in accordance with these guidelines. For the relocated Ervinton High School, this includes one 100'X120' hard surface area, one 100'X180' fitness development equipment area, one 200'X590' track, two 200'X400' field game areas, and six 60'X120' tennis courts. Since space is limited, the proposed plan calls for the hillside to be excavated to create an

approximately three acre bench on which to construct the replacement school. It is proposed that the replacement school be located on the excavated site and the existing school and appurtenant buildings be demolished and that area utilized in order to provide additional campus space. That area could be used for purposes allowed in the floodway such as parking and athletic fields. The hard surface area, fitness development equipment area, one of the field game areas, and six tennis courts can be constructed on-site. Any fencing located in the floodway should be break-away. Due to space constraints, the track and the other field game area would have to be constructed off-site. Several potential sites where a relocated track/football field could be constructed have been identified within several miles of the existing school. The selected site could be filled in such a way to accommodate the construction of a track/football field. Ervinton High School's existing off-campus baseball field would satisfy the requirements for the second field game area; therefore no action will be taken for this facility.

b. Haysi High School. Haysi High School has four outlying education buildings and an Athletic Field House (AFH) that are eligible for the Section 202 program. The four education buildings, which include two Home Economics buildings, an Agriculture shop, and a Band/Music building, are located near the main portion of the school. Since these four outbuildings are not located in the floodway, protection in-place or relocation of the function to an alternative site in exchange for the property would be considered a fair and reasonable. Due to site constraints of the Russell Fork and Virginia State Route 80, there is insufficient space to construct a ringwall or levee to provide protection in-place. Therefore, relocation of the function of these four outbuildings to an alternative site outside the floodway is the only viable option. The AFH is located approximately 1.5 miles away from Haysi High School near Sandlick Elementary School. It is located in the floodway and, therefore, relocation of the function outside the floodway is considered a fair and reasonable exchange for the property. The relocated AFH will be constructed adjacent to the existing Haysi High School football field on a bench outside of the floodway.

Haysi High School is owned by an agency of local government and utilized in the governmental function of public education. There is a current and continuing need for Haysi High School. Compensation for the acquisition of Haysi High School education buildings will be a replacement building constructed to current standards that serves the same function of the existing outbuildings. Compensation for the acquisition of the AFH will be a replacement building constructed outside the floodplain that serves the same function as the existing AFH. The first floor elevation of the replacement buildings shall be at least one foot above a reoccurrence of the April 1977 flood or the 100-year flood, whichever is greater [par. 2.a.(4)].

1) Replacement Haysi High School Education Buildings. The 2009 student enrollment for Haysi High School is 284 pupils and the projected 2012 enrollment for Haysi High School is 258 pupils. See Appendix C, Exhibit C-3. The replacement building, which will replace the function of the two Home Economics buildings, an Agriculture shop, and a Band/Music building shall be approximately 10,281 sf. The proposed building will be a concrete masonry two-story building. The first floor will be at least elevation 1279.75, which is one foot

above the 1977 flood at the proposed location of the replacement school building. See Appendix C, Exhibit C-4.

Upon completion of the replacement Haysi High School Educational Building, the existing four educational buildings shall be demolished.

- 2) Haysi High School Education Buildings Relocation Site. The proposed relocation site for the Haysi High School Education Buildings is located on the hill adjacent to the main building. Since the proposed site is located on land currently owned by DCPS, no additional property will need to be acquired. Preparation of the relocation site will involve excavation of the existing hillside to provide space for the new facilities. The proposed relocation site will provide a level bench of approximately 0.3 acres on which to construct the replacement education building. See Appendix C, Exhibit C-5.
- 3) Replacement Haysi High School Athletic Field House. The replacement AFH, which will replace the function of the existing AFH, along with a visitor's locker room, that is currently located in Sandlick Elementary, shall be approximately 6800 sf. The proposed building will be a concrete masonry building. The first floor will be at least elevation 1289.98, which is one foot above the 1977 flood at the proposed location of the replacement building.

Upon completion of the replacement Haysi High School Athletic Field House, the existing athletic field house and visitor's locker room shall be demolished.

- 4) Haysi High School Athletic Field House Relocation Site. The proposed relocation site for the Haysi High School Athletic Field House is located outside of the floodplain adjacent to the Haysi High School football field. It is proposed that the relocated AFH be constructed on the same bench proposed for the replacement Sandlick Elementary School. See Appendix E, Exhibit E-4.
- c. Clinchco Elementary School. While under construction, Clinchco Elementary School was flooded by approximately three feet of water during the April 1977 flood. Also, it has been determined that the 100-year flood would cause approximately eight feet of flooding in the school. Since the 100-year flood at this location is greater than the April 1977 flood, the flood risk management measures would be at the 100-year flood level. The school is located outside the floodway and there is sufficient room on the owner's property, therefore, implementing flood risk management measures to the structure in place is an option that should be considered along with acquisition. A cost comparison between flood risk management measures and acquisition is performed and the least costly option determines the method of flood risk management to be pursued.
- 1) Flood Risk Management Option. A concrete ringwall adjacent to Clinchco Elementary School would reduce risks associated with flooding. Approximately 800 feet of

ringwall with top Elevation 1394 can be used to provide protection from a 100-year flood plus superiority. See Appendix D, Exhibit D-2.

A reinforced concrete T-Wall was selected as the ringwall type to protect the Clinchco Elementary School. The T-wall consists of a shallow foundation excavation. This type of wall was selected to avoid soil contamination detected in a HTRW investigation. The proposed ringwall would require excavation approximately 8' deep. The previously mentioned contamination was found to be no higher than 11' deep. The selected 9' T-wall has a wall stem, foundation slab, and key each consisting of a 1'-6" thickness. A key which projects three feet below the founding elevation of the base slab has been included on the unprotected side of the slab to provide a longer seepage path during flood conditions. The base slab has a width of 13'-6". Three feet of overburden will be placed over the base slab leaving 9' of wall stem projecting above ground. The stem is located three feet from the protected side of the base slab. The ringwall is proposed to enclose the elementary school on two sides and tie into the existing hillsides in front of and behind the school. It also consists of two 24' swing gates for vehicular traffic and two 10' swing gates for pedestrian use. Interior drainage would be collected through a system of catch basins and collection pipes with a sluice-gated outlet. A pump station would also be utilized to handle interior drainage. Utilities shall be adjusted or accommodated during construction.

A concern about soil contamination exists since there is a closed, capped landfill uphill that has contaminated the ground water under the school, although, no traces of contamination have been found in the upper 11 feet of soil and fill around the school. However, if soil contaminants classified under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) are encountered during construction, the owner would be responsible for clean up or associated increased costs for construction.

Since the main focus of this report is to determine the least costly flood risk management option for Clinchco Elementary, the flood risk management option was only designed to a level to obtain a reasonable cost estimate. If implementation of the flood risk management option is the preferred alternative, then a more detailed design would need to be done prior to initiating plans and specs.

- 2) Acquisition Option. Clinchco Elementary School is owned by an agency of local government and utilized in the governmental function of public education. There is a current and continuing need for Clinchco Elementary School. Compensation for the acquisition of Clinchco Elementary School will be a replacement school constructed to current standards that serves the same function of the existing school. The first floor elevation of the replacement elementary school shall be at least one foot above a reoccurrence of the April 1977 flood or the 100-year flood, whichever is greater [par. 2.a.(4)].
- i) Replacement Clinchco Elementary School. The 2009 student enrollment for Clinchco Elementary School is 170 pupils and the projected 2012 enrollment for Clinchco

Elementary School is 155 pupils. See Appendix D, Exhibit D-3. The replacement school, which would replace the function of the existing school, shall be approximately 56,781 square feet. The proposed building will be a concrete masonry two-story building. The first floor will be at least elevation 1391.96, which is 1 foot above the 100-year flood at the proposed location of the replacement school. See Appendix D, Exhibit D-4.

Upon completion of the replacement Clinchco Elementary School, the existing school and modular classroom shall be demolished.

- ii) Clinchco Elementary School Relocation Site. The minimum size of a campus for an elementary school of this size is six acres in accordance with the Virginia Public School Facilities Guidelines. Since the main focus of this report is to determine the least costly flood risk management option for Clinchco Elementary, no specific site was chosen for a replacement school. For a reasonable cost estimate of a site for the replacement school, the cost estimate for the replacement Sandlick Elementary School site was used since it is a school of similar size and the terrain near the two schools is similar. Should a replacement school be the preferred flood risk management alternative, then a more detailed design would need to be done.
- 3) Selected Option. Upon the cost comparison between the Flood Risk Management Option (Ringwall) and the Acquisition Option (School Relocation), the Flood Risk Management Option of building a ringwall adjacent to Clinchco Elementary School is the selected option.
- **d. Sandlick Elementary School.** Sandlick Elementary School was flooded during the April 1977 flood. Since the school is located in the floodway and the Section 202 program prevents further development therein, relocation of the school function to an alternative site outside the floodway is considered a fair and reasonable exchange for the property.

Sandlick Elementary School is owned by an agency of local government and utilized in the governmental function of public education. There is a current and continuing need for Sandlick Elementary School. Compensation for the acquisition of Sandlick Elementary School will be a replacement school constructed to current standards that serves the same function of the existing school. The first floor elevation of the replacement high school shall be at least one foot above a reoccurrence of the April 1977 flood or the 100-year flood, whichever is greater [par. 2.a.(4)].

1) Replacement Sandlick Elementary School Facilities. The 2009 student enrollment for Sandlick Elementary School is 543 pupils and the projected 2012 enrollment for Sandlick Elementary School is 496 pupils. See Appendix E, Exhibit E-2. The replacement school, which will replace the function of the existing school shall be approximately 91,139 sf. The proposed building will be a concrete masonry two-story building. The first floor will be at least elevation 1289.98, which is one foot above the 1977 flood at the proposed location of the replacement school. See Appendix E, Exhibit E-3.

In addition, the custodian's home will require abandonment and removal to accommodate construction of the relocation site. Since the custodian's home is not required at a replacement school it is not included in this report.

Upon completion of the replacement Sandlick Elementary School, the existing school and any appurtenant buildings shall be demolished.

2) Sandlick Elementary School Relocation Site. The proposed relocation site for Sandlick Elementary School is adjacent to the school's present location. The proposed plan would require acquisition of approximately six acres of land from the adjoining property owners and would also include relocation of the George Anderson Cemetery which has approximately 75 graves. The preparation of the relocation site will require extensive excavation of the hillside to provide adequate space for the new campus. See Appendix E, Exhibit E-4.

The minimum size of a campus for an elementary school of this size is nine acres in accordance with the Virginia Public School Facilities Guidelines. Since space is limited, the proposed plan calls for the hillside to be excavated to create an approximately three acre bench on which to construct the replacement school. It is proposed that the replacement school be located on the excavated site and the existing school be demolished and that area utilized in order to provide additional campus space.

#### 6. Cost Estimates.

- a. Estimated Costs of School Relocation. The Government Estimate has been prepared for each of the considered school relocation plans and their associated project feature accounts. Detailed summaries by school are shown in Tables 1 through 4. The total Government Estimate for all school relocations at PL 1 October 2010 is \$96.3 million as shown in Table 5.
- **b. Fully Funded Cost Estimate.** The fully funded cost estimate is \$102.0 million which includes inflation over multiple years of implementation. The fully funded estimate is calculated by first distributing the base level cost estimate across the appropriate years according to the implementation schedule shown in Figure 1. The yearly totals are inflated by OMB cost factors which vary by feature account. These inflated yearly totals are summed to yield a total fully funded project cost.

Table 1. Project Summary - RELOCATE ERVINTON HIGH SCHOOL.

	School	Estimate (PL OCT-10)	Contingency	Project Cost	Escalation	<b>Fully Funded Cost</b>
ERVINTO	N HIGH SCHOOL					
01	Lands and Damages	\$426,025	\$53,253	\$479,278	\$0	\$479,278
02	Relocations	\$35,600,012	\$4,450,001	\$40,050,013	\$1,756,193	\$41,806,206
18	Cultural Resource Preservation	\$355,000	\$44,375	\$399,375	\$2,157	\$401,532
30	Engineering and Design	\$5,381,000	\$672,625	\$6,053,625	\$405,896	\$6,459,521
31	Supervision and Administration	\$2,691,000	\$336,375	\$3,027,375	\$412,783	\$3,440,158
Total		\$44,453,037	\$5,556,630	\$50,009,666	\$2,577,028	\$52,586,694

Table 2. Project Summary - RELOCATE BUILDINGS AT HAYSI HIGH SCHOOL.

		School	Estimate (PL OCT-10)	Contingency	<b>Project Cost</b>	Escalation	Fully Funded Cost
HAYSI	HIG	H SCHOOL					
	01	Lands and Damages	\$114,000	\$11,400	\$125,400	\$0	\$125,400
	02	Relocations	\$3,295,710	\$329,571	\$3,625,281	\$127,247	\$3,752,528
	18	Cultural Resource Preservation	\$33,000	\$3,300	\$36,300	\$196	\$36,496
	30	Engineering and Design	\$499,000	\$49,900	\$548,900	\$23,712	\$572,612
	31	Supervision and Administration	\$250,000	\$25,000	\$275,000	\$30,690	\$305,690
Total			\$4,191,710	\$419,171	\$4,610,881	\$181,846	\$4,792,727

Table 3. Project Summary - RELOCATE SANDLICK ELEMENTARY SCHOOL.

	School	Estimate (PL OCT-10)	Contingency	Project Cost	Escalation	Fully Funded Cost
SANDLICK	ELEMENTARY SCHOOL					
01	Lands and Damages	\$234,025	\$35,104	\$269,129	• \$0	\$269,129
02	Relocations	\$23,675,958	\$3,551,394	\$27,227,351	\$1,671,759	\$28,899,111
18	Cultural Resource Preservation	\$235,000	\$35,250	\$270,250	\$1,459	\$271,709
30	Engineering and Design	\$3,582,000	\$537,300	\$4,119,300	\$491,844	\$4,611,144
31	Supervision and Administration	\$1,791,000	\$268,650	\$2,059,650	\$385,566	\$2,445,216
Total		\$29,517,983	\$4,427,697	\$33,945,680	\$2,550,630	\$36,496,310

Table 4. Project Summary - BUILD RINGWALL AT CLINCHCO ELEMENTARY SCHOOL.

	School	Estimate (PL OCT-10)	Contingency	Project Cost	Escalation	Fully Funded Cost
CLINCHCO	ELEMENTARY SCHOOL					
01	Lands and Damages	\$80,025	\$8,806	\$88,631	\$0	\$88,631
02	Relocations	\$5,653,260	\$565,326	\$6,218,586	\$279,836	\$6,498,422
30	Engineering and Design	\$848,000	\$84,800	\$932,800	\$46,174	\$978,974
31	Supervision and Administration	\$424,000	\$42,400	\$466,400	\$64,363	\$530,763
Total		\$7,005,285	\$701,132	\$7,706,417	\$390,373	\$8,096,791

Table 5. Total Project Cost for Relocation Plan, PL - 1 Oct 2010.

Feature Account	Esimate (PL Oct 10)	Fully Funded Cost
01 Lands and Damages	\$962,000	\$962,000
02 Relocations	\$77,121,000	\$80,956,000
18 Cultural Resource Preservation	\$706,000	\$710,000
30 Engineering and Design	\$11,655,000	\$12,622,000
31 Supervision and Administration	\$5,828,000	\$6,722,000
Grand Total	\$96,273,000	\$101,973,000

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### 7. Hazardous, Toxic, and Radioactive Waste (HTRW).

#### a. References

- ASTM E 1527-05, Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process. (November 1, 2005)
- ASTM E 1528-06, Standard Practice for Limited Environmental Due Diligence: Transaction Screening Process. (February 1, 2006)
- CEORD-RE Memorandum dated 26 July 1994; subject: Policy for Acquiring Lands with Known or Suspected USTs. (July 26, 1994)
- EM 385-1-1, Safety and Health Requirements Manual. (September 15, 2008)
- EM 200-1-2, Technical Project Planning (TPP) Process. (August 31, 1998)
- ER 1165-2-132, Hazardous, Toxic, and Radioactive Waste (HTRW) Guidance for Civil Works Projects. (June 26, 1992)
- Work Instruction 3.36.2, Phase I ESA (March 28, 2003)

b. Explanation of the Types of HTRW Investigations Conducted. Phase I HTRW Investigations are intended to include the review of any conditions that would be within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and other environmental laws and regulations. These investigations are based on the generally accepted standard practices provided in ASTM E 1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, and ASTM E 1528, Standard Practice for Environmental Site Assessments: Transaction Screening Process. Activities for the Phase I HTRW assessment consist of, but are not limited to, a record search (ownership histories from the courthouse, appropriate regulatory agencies, etc.), an onsite field investigation, discussions with current and past owners to determine the history of the properties' past land use, and interviews with local, state, and regulatory officials. The intent of the Phase I HTRW Investigations is to identify the potential for any environmental concerns on the properties investigated and determine the necessity for additional HTRW investigations, including Phase II(a) HTRW Investigations.

Phase II(a) HTRW Investigations are designed to determine conclusively the presence or non-presence of environmental contamination and include limited sampling and testing. Rights-of-Entry are required from the property owner in order to conduct any Phase II(a) HTRW Investigations.

c. HTRW Investigations Conducted to Date. Phase I HTRW Investigations were conducted on four (4) non-residential publically-owned properties eligible for participation in the Dickenson County Nonstructural Project. These properties include four schools (Ervinton and Haysi High Schools, as well as Clinchco and Sandlick Elementary Schools).

Phase II(a) HTRW Investigations were also previously conducted on two (2) of the properties based on the recommendations of the Phase I HTRW Investigations. These sites included the Clinchco Elementary School and Ervinton High School properties.

d. Findings, Recommendations, and Future Investigations Required. The findings of the aforementioned investigations are summarized below.

Haysi High School Remote Structures and Proposed Relocation Site - The Phase I HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 21, as well as an updated internal Phase I HTRW Investigation, dated June 2010. Based on the investigative findings, the heating oil aboveground storage tanks, as well as any associated contamination, located behind the remote structures would need to be removed and remediated prior to acquisition.

Sandlick Elementary School, Proposed Relocation Site, and Haysi Athletic Building Relocation - The Phase I HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 21, as well as an internal Phase I Investigation, dated June 2010. During the investigation, a sewage treatment plant was noted on-site; however, this is a non-HTRW condition and noted merely for reference. Based on the investigative findings, no additional HTRW Investigations were recommended for this property.

Clinchco Elementary School - The initial Phase I HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 21. During the investigation, an old dump site was observed approximately 250 to 300 yards behind and upgradient of the school property. This dump site, which covered an area of approximately five acres, was used for residential and household wastes and was county owned and operated. The dump was closed back in the 1970's and capped with a 1 ½ feet soil cap and seeded with grass. This closure was performed before the more stringent landfill closure regulations were adopted and therefore no sampling and analysis or monitoring was required. Additionally, there are no records of sampling and analysis performed downgradient for this dump site to show that landfill leachate has not impacted adjoining properties. Based on the investigative findings, a Phase II HTRW Investigation was recommended for the Clinchco Elementary School property. This Phase II(a) HTRW Investigation would include soil and groundwater sampling.

The Phase II(a) HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 27. During the investigation, four (4) soil samples and two (2) groundwater samples were collected and analyzed for priority pollutants,

metals, pesticides, and polychlorinated biphenyls (PCBs). The analysis indicated elevated levels of metals that exceeded one or more of the comparison criteria. Based on review of the groundwater analytical data and the comparison criteria, the groundwater may be impacted from the former landfill adjacent to the Clinchco Elementary School. The Environmental and Remediation Section (EC-CE) recommends that during any excavation for construction/floodproofing, the groundwater table at approximately eleven (11) foot depth not be disturbed.

As an update to the previous HTRW Investigations conducted on this property, the USACE conducted a Phase I HTRW Re-Investigation, in a report dated June 2010. The findings of this updated investigation conclude that the groundwater located within the Clinchco Elementary School would still exhibit the same contamination characteristics as was found under the previous Phase II(a) HTRW Investigation. The recommendation that the groundwater table at approximately eleven (11) foot depth not be disturbed, is still highly recommended. In the event that floodproofing plans call for excavation greater than eleven feet, work plans shall discuss proper PPE allowances.

Ervinton High School - The Phase I HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 21. During the investigation, an active gasoline UST located at the bus garage behind the High School was noted. The facility does not maintain any records on-site of tank monitoring and the regulatory agency does not show any Notices of Violations or leak files for this site, the facility appears to be out of compliance with the Virginia DEQ UST regulations. Based on the investigative findings, a Phase II HTRW Investigation was recommended for the UST at the Ervinton High School bus garage. This Phase II(a) HTRW Investigation would include soil and groundwater sampling.

The Phase II(a) HTRW Investigation was completed under Huntington District USACE Contract DACW69-98-D-0026, Work Order No. 27. During the investigation, six (6) soil samples and two (2) groundwater samples were collected and analyzed to determine gasoline contamination. The analysis indicated elevated levels of toluene, MTBE, total lead, and PAH parameters that exceeded one or more of the comparison criteria in the soil samples and total lead in the groundwater samples. The level of contaminants in the soil are not indicative of a leaking underground storage tank and are more attributable to overfills and surface spills from historical use of the UST. The level of contaminants in the groundwater may be indicative of background levels in the area. A recommendation regarding the UST is for proper removal and closure of the UST system or upgrading the system prior to acquisition of the site or performing construction activities near the tank system.

As an update to the previous HTRW Investigations conducted on this property, the USACE conducted a Phase I HTRW Re-Investigation, in a report dated June 2010. The findings of this updated investigation conclude that the UST noted in previous investigations has been pumped of its contents and closed in place by the Dickenson County School Board. There is no documentation that notes proper state regulated closure. It is safe to assume that the

contamination noted by the Phase II(a) HTRW investigation is still present at the site. Since the time of the previous Phase I HTRW Investigation, the Dickenson Co. School Board has also placed two aboveground storage tanks for diesel and gasoline dispensing. Contamination present at the site must be remediated prior to acquisition by the USACE. If the bus garage is not part of the acquisition strategy, another Phase II(a) HTRW Investigation may be necessary to delineate whether contamination from the bus garage has migrated to property being acquired.

8. Environmental and Cultural Resources. An Environmental Assessment (EA) for the Dickenson County Nonstructural Project was previously completed. The Finding of No Significant Impact (FONSI) was issued in June of 2003. The EA proposed a plan that involved various non-structural flood risk management measures for eligible residential and non-residential structures. The completed EA was a component of the Detailed Project Report (DPR) package. During the formulation of the DPR package, several potential relocation sites for schools eligible for the program were identified, and cursory environmental and cultural resource investigations were accomplished in the DPR. Those sites identified during formulation of the DPR serve as the basis for generating a government cost estimate for relocation of those schools eligible.

An EA has not been issued for any of the identified school relocation sites to date since final decisions and negotiations have not yet been completed. Likewise, a cultural resource impact assessment has not been carried forward at any of the sites for the same reason cited above. When final decisions are made on the plans for the relocation sites for each school eligible for relocation or other applicable non-structural measures, then an EA and cultural resource impact assessment will be completed for each site.

9. Discussions with the Owner. Government representatives conducted preliminary discussions with representatives of the DCPS regarding the Dickenson County Nonstructural Project and its effect on their schools. The flood risk management options available for the eligible schools and the Government plan for flood risk management were discussed with the appropriate representative of the DCPS. The DCPS is considering an alternative plan to the Government's plan for flood risk management that is outlined in this report.

While no formal action has been taken to date, the DCPS is considering an alternative plan that would consolidate Haysi High School, Ervinton High School, and Clintwood High School. The consolidated high school may be constructed at a centrally located site in the county.

The DCPS alternative plan for consolidation would need approval from Virginia Department of Education. Regardless of the configuration of the final alternative plan, the Government shall not contribute more than the estimated amount of the least costly method of implementing flood risk management measures for each individual school. If an alternative plan

is approved that sends students from a project eligible school into a consolidated school, the Government's contributed funds shall follow the students from the eligible school.

10. Attorney's Report. An Attorney's Report of compensability for the Dickenson County schools eligible for this project has been prepared in accordance with EFARS, Appendix Q, paragraphs Q-73-203 and Q-73-204. An attorney of this office has examined the title situation and has concluded that the Dickenson County Public Schools has a compensable interest in the lands and school structures involved in this project and is empowered to contract with the United States of America for the sale or exchange of their interests in such facilities under Virginia Law.

The Attorney's Report states that the current Division Superintendent or successor in office is authorized by DCPS resolution to execute any and all instruments including real estate instruments to complete the relocation contracts on its behalf.

A copy of the Attorney's Report is included in Appendix A, Exhibit A-4.

11. Proposed Relocations Contract. Negotiations for the flood risk management of the Dickenson County Public Schools shall be initiated with the DCPS once the Agency Technical Review (ATR) is completed and this DDR certified. Meaningful negotiations will occur once the DCPS has decided on the Government plan or their alternative plan that may include school consolidation. The Government may consider alternate plans submitted by DCPS; however, the Government must be assured that an acceptable alternate plan will provide the educational functions contained in the Government's plan, be implemented at a flood-safe location, and include removal of the existing schools from the floodplain. It is anticipated that the Government will enter into a standard lump sum relocations contract, using Standard Form A-307 as a guide, with DCPS that shall provide for the Government to contribute funds towards the construction of an acceptable alternate plan. It is also anticipated that DCPS will accomplish all work proposed in providing flood-safe educational facilities. Pending negotiations, it is anticipated the proposed relocations contract would provide for the following obligations:

#### The DCPS shall:

- a. Possess or obtain all land, easements, rights of way, or other interests in real property for construction of the replacement and/or consolidated schools and access thereto.
- b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, or political subdivisions thereof wherein the work is done, or of any other duly constituted public authority.
- c. Negotiate a contract with an Architect-Engineer firm for preparation of plans and

specifications for replacement and/or consolidated schools to accommodate students presently attending Ervinton, Haysi, and Sandlick schools. (Minimum school sizes to accommodate students from project eligible schools shall be set by the Government. Additional facilities, as a result of consolidation, to accommodate students from non-project schools shall be coordinated with the Government.) The negotiated Architect-Engineer's fees shall not exceed 6% of total project costs.

- d. Submit to the District Engineer for approval the schematic plans of the replacement schools and/or consolidated schools. A front conceptual view of each school with first floor and other critical elevations shall be included with this layout.
- e. Submit to the District Engineer design development plans prepared pursuant to Virginia Public School Facilities Guidelines; and the final plans and specifications for review, comment, and approval. It is specifically understood that plans and specifications shall be approved if they are in compliance with this contract, and the Owner is in no way relieved of the responsibility for sufficiency of design as a result of the Government's review and approval.
- f. Submit to the District Engineer proof that the Owner has sufficient funds committed to the construction of the replacement and/or consolidated high school to pay for all costs associated with the school construction that will be in addition to the funds provided herein. Upon receipt of approval to proceed from the District Engineer, publicly advertise and award a contract for construction of these schools. If award is to be made to other than the low bidder, justification for such award shall be furnished to the District Engineer for approval prior to award.
- g. Upon completion and occupancy of the consolidated and/or replacement schools, arrange for the removal and disposal of the existing schools. (Demolition costs for Ervinton High School, Sandlick Elementary School, and Haysi High School auxiliary education buildings are project costs with the Owner being reimbursed demolition costs. The cost to demolish these structures shall be retained by the Government until demolition is complete).
- h. Without additional consideration and upon completion of demolition of the existing Ervinton High School (part of Tract No. 2201), Sandlick Elementary School (Tract No. 501), and Haysi High School auxiliary education buildings (part of Tract No. 201), convey to the Dickenson County Board of Supervisors by good and sufficient deed, all its right, title, and interest in and to the said real property, and deliver to the Dickenson County Board of Supervisors releases from all liens and encumbrances on the Owner's right, title, and interest conveyed to the the Dickenson County Board of Supervisors.
- i. Without additional consideration, execute the Floodproofing Agreement for Clinchco Elementary School (Tract 1401FP) concurrently with execution of this contract.
- j. Grant to the Government right-of-entry upon the lands of the Owner as may be necessary or convenient in connection with the work to be performed pursuant to this agreement.

Pending negotiations, it is anticipated the proposed relocations contract would provide for the following obligations from the Government, subject to the availability of funds:

- a. Review, comment upon, and/or approve the Architect-Engineer fees, preliminary layouts, and the plans and specifications within 30 days after receipt. It is specifically understood that the Government's review has only the limited purpose of determining compliance with the terms of the contract, and said review will not pass on adequacy of design, safety, or any other feature.
- b. Reimburse the Owner, as work progresses, for the acquisition of property, preparation of plans and specifications, construction, removal work, and administration costs as should, in the opinion of the District Engineer, be included in the cost of work. The total amount to be paid the Owner shall be limited to the most economical flood risk management option available for each school. It is specifically understood that payment shall be made to reimburse the Owner a percentage of the cost incurred by the Owner in paying the contractor's bills but not to pay a percentage of the contractor's bills directly. The percentage will be adjusted after bids are opened and the actual costs are better established.
- c. Reimbursement for real estate acquisition, engineering and design, construction, supervision and administration, and removal of the existing schools shall be made as work progresses, based on a percentage established as the Government's participation, with the estimated cost of demolition of the existing schools withheld to assure removal of the existing school building and execution of real estate instruments for the protection of the Government.
- 12. Conclusion. This report presents a reasonable plan and defensible cost estimates for the acquisition by relocation of Ervinton High School, Sandlick Elementary School, and facilities at Haysi High School as based upon current standards and projected enrollment. Flood risk management measures versus acquisition by relocation costs is compared for Clinchco Elementary School with implementation of flood risk management measures (ringwall) being the most economical. It is anticipated that the Owner may propose alternative considerations. In that case, the Government's financial contribution will be the lesser of (1) the costs incurred by the Owner for implementation of their alternate plan or (2) an amount not to exceed the estimated cost of relocating Ervinton High School, Sandlick Elementary School, and facilities at Haysi High School; plus the cost of constructing a ringwall for Clinchco Elementary School if the cost for the Owner's alternate plan is more. This contribution is considered fair and reasonable and will fulfill the Government's obligation to provide just compensation to the DCPS as a result of their participation in the project.

# APPENDIX A REFERENCE DOCUMENTS

2009-(	LIMINARY APPLICAT		· · · · · · · · · · · · · · · · · · ·			Z6_026_6376	P 3/4	<del></del> .,					
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eligibility and benefits. Complete and securite information will expedite the processing of your application.													
APPLICANT'S NAME Dickenson County Public Schools													
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For Landowners Only	DIRECTIONS TO PROPERTY Information is available												
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(C.)	SIZE OF PROPERTY (1. 100'x100' Lot, 5 Acres ote) Information is available												
	IS PROPERTY MORTGAGED? No IF YES, WITH WHOM?												
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# PROJECT COOPERATION AGREEMENT BETWEEN THE DEPARTMENT OF ARMY AND

## THE BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA FOR IMPLEMENTATION OF THE DICKENSON COUNTY NONSTRUCTURAL FLOOD DAMAGE REDUCTION PROJECT

THIS AGREEMENT is entered into this 6<sup>th</sup> day of January, 2006, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA (hereinafter the "Non-Federal Sponsor"), represented by its County Administrator.

#### WITNESSETH, THAT:

WHEREAS, implementation of the Dickenson County Nonstructural Flood Damage Reduction Project in Dickenson County, Virginia was authorized by Section 202 of the Energy and Water Development Appropriations Act, 1981, Public Law 96-367;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for implementation of the Dickenson County Nonstructural Flood Damage Reduction Project (hereinafter "the Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Non-Federal Sponsor does qualify for a reduction, as shown in Exhibit A to this Agreement, of the maximum non-Federal cost share pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended, and Section 336 of the Water Resources Development Act of 2000, Public Law 106-541, as amended;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the implementation of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

#### ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

- A. The term "Project" shall mean voluntary floodproofing (including raising structures in place, as well as ringwall and veneer wall construction); voluntary floodplain acquisitions and demolition of acquired structures; implementation of an Emergency Evacuation Plan (EEP); and the acquisition, conveyance, and construction of recycled lots, if required for floodplain evacuees for all structures located in the April 1977 floodplain along the Levisa Fork and its tributaries in Dickenson County, Virginia, all as generally described in the Dickenson County Nonstructural Project Detailed Project Report, Appendix V, Section 202, General Plan, dated July, 2003 and approved by the Chief of the Great Lakes and Ohio River Division Regional Integration Team for the Directorate of Civil Works on July 3, 2004, (hereinafter the "DPR"). The Project area includes approximately 233 primary structures eligible for either floodproofing or voluntary floodplain acquisition, including 162 residential structures, 55 nonresidential structures, and 16 publicly-owned structures.
- The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to implementation of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preimplementation engineering and design costs; engineering and design costs during implementation; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII. of this Agreement; actual implementation costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas that the Government determines pursuant to Article III of this Agreement to be required for the implementation, operation, and maintenance of the Project except for any part of the value thereof that is not eligible for credit pursuant to Article IV.A. of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.
- C. The term "financial obligation for implementation" shall mean a financial obligation of the Government that results or would result in a cost that is or would be included in total project costs.
- D. The term "non-Federal proportionate share" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.F. of this

Agreement to total financial obligations for implementation, as projected by the Government.

- E. The term "period of implementation" shall mean the time from the date of execution of this Agreement by the District Engineer to the date that the District Engineer notifies the Non-Federal Sponsor in writing of the Government's determination that implementation of the Project is complete.
- F. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.
- G. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.
- H. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.
- I. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.
- J. The term "betterment" shall mean a change in the design and implementation of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and implementation of that element.
- K. The term "voluntary floodproofing" shall mean the floodproofing of eligible structures, as determined by the Government, upon the election of project participants, using methods involving alterations, modifications, raising in place, or new construction related to nonresidential or commercial structures, to residential structures, and to other facilities, structures, and improvements determined by the Government to be necessary for the implementation and subsequent operation and maintenance of the Project.
- L. The term "voluntary floodplain acquisition" shall mean, upon the election of eligible project participants, as determined by the Government, the acquisition, of real estate occupied by structures which are either located in the floodway, or were, or would have been, flooded greater than eleven feet during the April 1977 flood, or are structurally unsound and, accordingly, cannot be floodproofed, or are transferred from the floodproofing program due to

economic evaluation or for any other reason.

M. The term "recycled lots" shall mean excess floodfringe land designated by the Government for its use to satisfy Public Law 91-646 last resort housing relocation assistance.

# ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

- A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously implement the Project, (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.
- 1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first contract for implementation until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.
- 2. Throughout the period of implementation, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.
- B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested

betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

- C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.
- D. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the implementation, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the implementation, operation, and maintenance of the Project.
- E. To assist the Non-Federal Sponsor in accomplishing its obligations in accordance with Article II.D. of this Agreement, the Government, pursuant to the terms and conditions of a separate agreement, shall acquire, on behalf of the Non-Federal Sponsor, all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that it determines must be acquired for the construction, operation, and maintenance of the Project, shall construct all improvements required to enable the proper disposal of dredged or excavated material, and shall perform, or ensure performance of, on behalf of the Non-Federal Sponsor, all relocations that it determines to be necessary for the implementation, operation, and maintenance of the Project. In the event of conflict between such separate agreement and this Agreement, this Agreement shall control. Notwithstanding the acquisition of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government pursuant to this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.
- F. The Non-Federal Sponsor shall contribute 5 percent of total project costs in accordance with the provisions of this paragraph.
- 1. If the Government projects that the value of the lands, easements, or rights-of-way that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that are provided by the Non-Federal Sponsor for the implementation, operation, and maintenance of the Project in accordance with Article III.A. of this Agreement together with the value of the Non-Federal Sponsor's contributions under Articles V, X, and XV.A. of this Agreement will be less than 5 percent of total project costs, the Non-Federal Sponsor shall provide a cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 5 percent of total project

costs.

- 2. If the Government determines that the value of the lands, easements, or rights-of-way that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that are provided by the Non-Federal Sponsor for the implementation, operation, and maintenance of the Project in accordance with Article III.A. of this Agreement together with the value of the Non-Federal Sponsor's contributions under Articles V., X., and XV.A. of this Agreement has exceeded 5 percent of total project costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 5 percent of total project costs.
- G. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B. and F. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B. and F. of this Article.
- As of the effective date of this Agreement, the Congress has appropriated \$9,000,000 for the Virginia component of the Levisa and Tug Forks of the Big Sandy River and Upper Cumberland River Flood Control program, which currently includes projects in the Town of Grundy, in Buchanan County, and in Dickenson County, Virginia. Of this amount, \$500,000 is currently projected to be available for the Project. This amount is less than the Federal share of projected total project costs. The Government makes no commitment to request Congress to provide additional Federal funds for the balance of the Federal share of total project costs. Further, the Government's financial participation in the Project is limited to this amount together with any additional funds that the Congress may provide for the Project, and the amount of Federal funds the Government actually makes available to the Project. In the event that the Congress does not provide funds sufficient to complete implementation of the Project, the Government, within the funds available for the Project, shall terminate implementation of the Project in a manner necessary to provide for the safety of the public and the integrity of completed work. To provide for this contingency, the Government may reserve up to 5 percent of total Federal funds available for the Project and up to 5 percent of the total funds contributed by the Non-Federal Sponsor pursuant to Articles II.F. of this Agreement as a contingency to pay the costs of termination, including any costs of contract claims and contract modifications.
- I. The Non-Federal Sponsor shall not use Federal funds to meet its obligations under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.
- J. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.
- K. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of protection afforded by the Project.

- L. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.
- M. The Non-Federal Sponsor shall comply with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), which requires a Non-Federal interest to have prepared within one year after the date of signing this Agreement, a floodplain management plan. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by Non-Federal interests to preserve the level of flood protection provided by this Project. As required by Section 402, as amended, the Non-Federal interest shall implement such plan not later than one year after completion of construction of the Project. The Non-Federal Sponsor shall provide an information copy of the plan to the Government upon its preparation.

# ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

- Α. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph. Prior to the end of the period of implementation, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way set forth in such descriptions that are owned by the Non-Federal Sponsor on the effective date of this Agreement. Furthermore, prior to issuance of the solicitation for each Government contract for implementation, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-ofway that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that the Government determines the Non-Federal Sponsor must provide for that contract. In accordance with Article II.E. of this Agreement, the Government shall acquire all other lands, easements, and rights-of-way required for the implementation, operation and maintenance of the Project. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by or on behalf of the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.
- B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the implementation, operation,

and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements. In accordance with Article II.E. of this Agreement, the Government shall construct all improvements required to enable the proper disposal of dredged or excavated material associated with the implementation, operation, and maintenance of the Project.

- C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations. In accordance with Article II.E. of this Agreement, the Government shall perform or ensure performance of all relocations necessary for the implementation, operation and maintenance of the Project.
- D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of lands, easements, or rights-of-way provided by the Non-Federal Sponsor pursuant to paragraph A. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs and afford credit for such value toward the Non-Federal Sponsor's share of total project costs.
- E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

# ARTICLE IV - VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of total project costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor provides pursuant to Article III of this Agreement. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, or rights-of-way that have been provided previously as an item of cooperation for another Federal Project. The Non-Federal Sponsor shall also not receive credit for the value of any lands, easements, or rights-of-way to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is

expressly authorized by statute.

- B. The value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, that the Government determines, pursuant to Article III of this Agreement to be required for the implementation, operation, and maintenance of the Project, and that are not acquired by the Government on behalf of the Non-Federal Sponsor, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.
- 1. <u>Date of Valuation</u>. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto.
- 2. General Valuation Procedure. The fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.
- The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.
- b. Where the amount paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid.
  - 3. <u>Incidental Costs</u>. For lands, easements, or rights-of-way acquired by the

Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

- C. The value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project, and that are acquired by the Government on behalf of the Non-Federal Sponsor, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.
- 1. The fair market value of such real property interests shall be the amount paid by the Government.
- 2. The value of the interest shall include the documented incidental costs of acquiring the interest. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits.
- D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.
- 1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.
- 2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Virginia would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.
- 3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

- 4. Crediting for relocations performed within the Project boundaries is subject to satisfactory compliance with applicable federal labor laws concerning non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c). Crediting these may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.
- E. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

# ARTICLE V - PROJECT COORDINATION TEAM

- A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of implementation. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall cochair the Project Coordination Team.
- B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of implementation and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.
- C. Until the end of the period of implementation, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance, with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for relocations; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government

after consultation with the Non-Federal Sponsor.

- D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for implementation of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.
- E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

## ARTICLE VI - METHOD OF PAYMENT

- A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By 1 March of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the components of total project costs, of each party's share of total project costs, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., and II.F. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$103,843,400 and the Non-Federal Sponsor's cash contribution required under Article II.F. of this Agreement is projected to be \$5,192,170. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.
- B. The Non-Federal Sponsor shall provide the cash contributions required under Article II.F. of this Agreement in accordance with the provisions of this paragraph.
- shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for implementation through the first fiscal year of implementation, including the non-Federal proportionate share of financial obligations incurred prior to the commencement of the period of implementation. Not later than 45 days after receipt of such written notice, the Non-Federal Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Huntington" to the District Engineer or verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

- 2. For the second and subsequent fiscal years of implementation, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for implementation for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.B.1. of this Agreement.
- 3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for implementation incurred prior to the commencement of the period of implementation and (b) the non-Federal proportionate share of financial obligations for implementation as they are incurred during the period of implementation.
- 4. If at any time during the period of implementation the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for implementation for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.B.1. of this Agreement.
- C. In advance of the Government incurring any financial obligation associated with betterments under Article II.B. of this Agreement, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the full amount of the funds required to pay for such betterments in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such betterments as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with a check for the full amount of the additional required funds.
- D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total project costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement.

- 1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, by delivering an Electronic Funds Transfer in accordance with procedures established by the Government. The Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement.
- 2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

# ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

# ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

- A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto.
- B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the

purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

- C. Voluntary floodplain acquisitions may result in the acquisitions of lands, easements, or rights-of-way for which continued fee simple ownership by the Non-Federal Sponsor is not required for subsequent operation and maintenance of the Project. The Government shall advise the Non-Federal Sponsor in writing of such lands, easements, or rights-of-way and, if necessary, quitclaim any interests in such lands, easements or rights-of-way to the Non-Federal Sponsor. The Non-Federal Sponsor may dispose of such lands, easements, or rights-of-way that are not needed for subsequent operation and maintenance of the Project. The Non-Federal Sponsor shall, to preserve the integrity of the Project, include in the instruments of conveyance (deeds) to any Grantees and forever enforce the following easement reservation and the following conditions as covenants running with the land:
- 1. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that, forever, no structures of any kind for human habitation or for commercial purposes will be constructed on the land with a first floor elevation below

  [ TO BE FILLED IN FOR EACH PROJECT PROPERTY ] feet mean sea level.

  (The Government will, as it shall solely determine, designate the elevation that the Non-Federal Sponsor shall use in each conveyance.)
- 2. That the Grantee, for the Grantee and for the Grantee's heirs, successors and assigns, covenants that, forever, all structures of every kind for any purposes whatsoever constructed or placed on the land shall be designed and constructed or placed on the land so as to minimize potential for flood damages.
- 3. That the Grantor reserves, and that the Grantee by acceptance of the instrument of conveyance consents to said reservation, a perpetual and assignable easement to enter upon the land and into any structures placed or constructed thereon at any reasonable time considered necessary to ensure that the covenants are being complied with by the Grantee and the Grantee's heirs, successors, and assigns.
- 4. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that, forever, the Grantee and the Grantee's heirs, successors, and assigns will comply with applicable floodplain ordinances.

- 5. That the Grantee, for the Grantee and for the Grantee's heirs, successors, and assigns, covenants that the Grantor and the United States of America shall forever be held harmless and blameless from any damages or injuries resulting directly or indirectly from the flooding of said land or any structure placed or constructed thereon.
- 6. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that the failure of the Grantor to exercise or enforce any one or more of said covenants or said easement shall not in any manner operate as a waiver or extinguishment, in whole or in part, of said covenants and easement.
- 7. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, recognizes and agrees that the land was acquired in connection with the Dickenson County Nonstructural Flood Damage Reduction Project; that the covenants and the easement are necessary and appropriate to ensure the purposes of said project, namely, as authorized by Section 202 of the Energy and Water Development Appropriations Act, 1981, Public Law 96-367, to afford a level of protection against flooding at least sufficient to prevent any future losses from the likelihood of flooding as occurred in April, 1977; and, that for those purposes the Grantor shall forever have the right unchallenged by the Grantee and the Grantee's heirs, successors, and assigns to seek legal enforcement of the provisions, covenants and easement in the instrument of conveyance, it being the intentions of the parties to the instrument of conveyance that said provisions, covenants, and easement shall attach to and run with the land forever.
- D. The Government shall designate parcels of real estate needed for use as recycled lots. The Non-Federal Sponsor shall hold title to such parcels until such time as the Government provides notice in writing to the Non-Federal Sponsor that such parcels are needed for project purposes, whereupon the Non-Federal Sponsor shall convey said parcels unto the Grantee(s) designated by the Government at no cost to the Grantee(s). The Government shall exercise its best efforts to identify the potential sites needed for recycled lots at an early date.

### ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the implementation, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments, except for damages due to the fault or negligence of the Government or its contractors.

# ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this

Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of 3 years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

- B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.
- C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

# ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army;" and all applicable federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying, and enacting without substantive change the provisions of the Davis Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

### ARTICLE XII - RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
- B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

# ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## ARTICLE XIV - TERMINATION OR SUSPENSION

- A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.F., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.
- B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.
- C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.
- D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per

centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

### ARTICLE XV - HAZARDOUS SUBSTANCES

- After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsor or the Government for such investigations for hazardous substances shall be included in total project costs and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.
- B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and neither party shall proceed with the acquisition of the real property interests until both parties agree that acquisition should proceed.
- C. The Government and the Non-Federal Sponsor shall determine whether to initiate implementation of the Project, or, if already in implementation, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with implementation after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and

response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

- D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.
- E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

### ARTICLE XVI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

County Administrator

Board of Supervisors of Dickenson County, Virginia

Post Office Box 1098 Clintwood, Virginia 24228

If to the Government:

District Engineer Huntington District

U.S. Army Corps of Engineers

502 Eighth Street

Huntington, West Virginia 25701-2070

- B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
- C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

## ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

### ARTICLE XVIII - HISTORIC PRESERVATION

- A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.
- B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.
- C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

THE BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA

WILLIAM E. BULEN

Colonel, Corps of Engineers

District Engineer

KEITH VIERS

County Administrator

DATE: 1/6/06

DATE: 1/4/06

BY:

# CERTIFICATE OF AUTHORITY

I, Clarence E. "Bud" Phillips, do hereby certify that I am the principal legal officer of The Board of Supervisors of Dickenson County, Virginia that the Board of Supervisors of Dickenson County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Board of Supervisors of Dickenson County in connection with the Dickenson County Nonstructural Flood Damage Reduction Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the person who has executed this Agreement on behalf of The Board of Supervisors of Dickenson County has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of \_\_\_\_\_\_, 200 6.

CLARENCE E. "BUD" PHILLIPS

County Attorney

Dickenson County, Virginia

# CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer, or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VEITH VIERS

County Administrator

Board of Supervisors of Dickenson County, Virginia

DATE: 1/4/06

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# PLEASE READ THE FOLLOWING RIGHT-OF-ENTRY AGREEMENT. IT IS A PART OF THIS APPLICATION. IF YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, SIGN YOUR NAME BELOW. PLACE TODAY'S DATE IN THE APPROPRIATE BLANK:

The undersigned applicant, hereinafter "Applicant," hereby grants to the UNITED STATES OF AMERICA, hereinafter "Government," a permit and right-of-entry upon the following terms and conditions.

The Applicant hereby grants to the Government an irrevocable right to enter upon the above referenced property from the date of this .rument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being and property at any time within a period of forty-eight (48) months in relation to the Dickenson County Nonstructural Flood Damage Reduction Project.

- (b) The permit includes the right of ingress, egress on the other properties of the Applicant, not referenced above, provided such ingress, and egress is necessary and not otherwise conveniently available to the Government.
- (c) All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit and right-of-entry.
- (d) If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an oppropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein; and

This permit and right-of-entry includes the right of the Government to survey and inspect the property for hazardous, toxic and radioactive wastes a other substances by any means as may be determined necessary by the Government and the right of the Government to conduct any other activities upon said property as may be determined necessary by the Government in connection with the Dickenson County Nonstructural Flood Damage Reduction Project.

| Polymony | 9-15-09 |
| SIGNATURE OF APPLICANT | DATE |
| Haydee 1. Robinson, Superintendent |
| UNITED STATES OF AMERICA BY: | 9/24-09 |
| DATE |
| STEVEN B. SHIDELER | CHIEF, REAL ESTATE DIVISIONO NOT WRITE BELOW THIS LINE

FOR OFFICIAL USE ONLY

**OWNER VERIFICATION** 

Released for floodproofing subject to additional matters that would be discovered by an update of the verification at the time of the request for Floodproofing Agreement.  Hold pending further curative work. A Memorandum will be furnished when the tract is released for floodproofing.	DATABAS REMIS ACCESS	POSTING DAT.	
NOTE: THIS IS NOT A TITLE OPINION AS NO TITLE SEARCH WAS CONDUCTED.	RE	PD	LTS

# AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND

BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA TO

ACQUIRE LANDS, EASEMENTS, AND RIGHTS-OF-WAY
AND TO PERFORM RELOCATIONS FOR THE
DICKENSON COUNTY NONSTRUCTURAL
FLOOD DAMAGE REDUCTION PROJECT
DICKENSON COUNTY, VIRGINIA

THIS AGREEMENT entered into this 6th day of January, 2006, by and between THE DEPARTMENT OF THE ARMY (hereinafter the "Government"), acting by and through the U.S. Army Engineer for the Huntington District (hereinafter the "District Engineer") and the BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA (hereinafter the "Non-Federal Sponsor") acting by and through its County Administrator;

# WITNESSETH, THAT:

WHEREAS, implementation of the Dickenson County Nonstructural Flood Damage Reduction Project, (hereinafter the "Project"), was authorized by Section 202 of the Energy and Water Development Appropriations Act, 1981, Public Law 96-367. The Project includes all structures located in the April 1977 floodplain along the Levisa Fork and its tributaries in the Dickenson County, Virginia area.

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement (hereinafter the "PCA"), dated 6 January, 2006 for implementation of the Project;

WHEREAS, Article II.D. and Article IIIA. of the PCA provides that the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for implementation, operation, and maintenance of the structural and nonstructural aspects of the Project;

WHEREAS, Article II.E. of the PCA provides that, notwithstanding the Non-Federal Sponsor's obligation to provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and to perform all relocations necessary for the implementation, operation, and maintenance of the Project, the Government shall acquire all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations on behalf of the Non-Federal Sponsor following execution of a separate agreement setting forth the terms and conditions of the services to be provided by the Government. The Non-Federal Sponsor's payment for all such services shall be in advance of the Government incurring any financial obligation therefore, in accordance with Article VI. of the PCA;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into this separate agreement providing for the Government to acquire, on behalf of the Non-Federal Sponsor, all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations necessary for the implementation, operation, and maintenance of the Project.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

- 1. This Agreement is in support of and in furtherance of the PCA and shall not be interpreted in any manner inconsistent with or in contradiction to the PCA. The mention of any specific provision of the PCA in this Agreement shall not operate to exclude reference to nor negate any other provision of the PCA.
- 2. The Government shall, on behalf of the Non-Federal Sponsor, acquire all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations, that it determines, in accordance with Article III. of the PCA, to be necessary for the implementation, operation, and maintenance of the Project. Acquisition shall include the authority to accept delivery of all instruments of conveyance on behalf of the Non-Federal Sponsor.
- 3. The Government shall furnish all services and work under this Agreement in accordance with applicable U.S. laws and regulations. In furnishing such services and work, the Chief, Real Estate Division, Huntington District, shall have the authority to acquire real estate which is subject to title exceptions, or shall waive such title exceptions, which he/she has determined in his/her sole discretion would not adversely impact project purposes, which may include, but are not limited to, title exceptions older than 60 years. The Non-Federal Sponsor acknowledges and consents to the authority of the Chief, Real Estate Division, Huntington District, to acquire real estate subject to or waiving title exceptions and agrees to hold and save the Government free from any claims or actions arising from services and work performed under this Agreement. Unless otherwise required by law, all contract work undertaken by the Government shall be performed in accordance with Department of the Army procurement and claims policies and procedures. All real estate work shall be performed in accordance with Department of Army real estate regulations as well as other applicable law, except as stated above.
- 4. For lands, easements and right of ways acquired by direct purchase, the Government shall furnish the Non-Federal Sponsor with properly recorded deeds. Each deed shall substantially conform to the form of the blank deed attached hereto and designated as Exhibit A.
- a. In addition, for each acquisition, except those described in paragraph 5 below, the Government shall furnish the Non-Federal Sponsor with a Policy of Title Insurance. The Policy of Title Insurance shall substantially conform to the Specifications for Furnishing and Delivering Certificates of Title, Owner's Guarantee (Insurance) Policies and Continuations

Thereof, attached hereto and designated as Exhibit B.

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- b. If, prior to acquisition, it is discovered that lands, easements or rights-of-way, including suitable borrow and dredged or excavated material disposal areas, of eligible participants for voluntary floodplain acquisition are contaminated with non-CERCLA regulated contaminants, such land will not be acquired unless the eligible participant agrees to take those actions, as directed by the Government, necessary to comply with all applicable Federal, State and local requirements with respect to those contaminants. Acquisition shall not occur until the appropriate Federal, State, or local agency certifies to the Government in writing that the eligible participant has in fact complied with the applicable Federal, State, or local requirements.
- c. In the event lands, easements, or rights-of- way, including suitable borrow and dredged material disposal areas, necessary for either the structural or nonstructural aspect of the Project are discovered to be contaminated with CERCLA regulated material prior to acquisition, the Government and Non-Federal Sponsor shall proceed in accordance with Article XV. of the PCA.
- d. In the event non-CERCLA regulated contaminants are discovered on lands, easements or rights of way, including suitable borrow and dredged or excavated material disposal areas, required for the structural aspects of the Project, the Government shall consult with the Non-Federal Sponsor before taking further action to acquire the same. If the decision is made to proceed with acquisition, the cost for compliance with Federal, State or local requirements will be included in total project costs. However, as between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be responsible for any future liability which may arise as a result of any non-CERCLA regulated contamination.
- 5. In cases where it is necessary for the Government to acquire lands, easements or rights-of-way, including suitable borrow and dredged or excavated material disposal areas, by condemnation proceedings, the Government shall furnish the Non-Federal Sponsor with properly recorded quitclaim deeds. Each quitclaim deed shall substantially conform to the blank quitclaim deed attached hereto and designated as Exhibit C. The Non-Federal Sponsor must pay such legal and administrative costs and expenses of the United States Army Corps of Engineers (USACE) and the Department of Justice (DOJ) as may be required that are incident to filing and prosecuting the proceedings. Such funds will be made available by the sponsor prior to the commencement of work by the Government.
- a. The Non-Federal Sponsor shall accept, upon delivery, each quitclaim deed from the Government for title to each tract of land acquired pursuant to this paragraph.
- b. Neither the termination of this Agreement nor the presence of any contamination, whether or not regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601-9675, shall be grounds for refusing to accept, upon delivery, a quitclaim deed from the Government.

- c. In the event lands to be condemned are discovered to be contaminated before the Declaration of Taking is filed, the Government shall have the right to decline to perform condemnation services under this Agreement and declination of said work shall not constitute a breach of this Agreement. All of the work performed by the Government until the declination shall be treated as part of total project costs and are the responsibility of the Non-Federal Sponsor under this Agreement.
- 6. If any lands, easements and rights of way, including suitable borrow and dredged or excavated material disposal areas, contaminated by CERCLA regulated material are acquired pursuant to this Agreement, regardless of when the contamination was discovered or whether the Government or Non-Federal Sponsor knew or should have known of the contamination, the relationship of the Government and Non-Federal Sponsor shall be governed by Article XV.B. and C. of the PCA.
- 7. In the event non-CERCLA regulated contaminants are discovered on lands, easements or rights-of-way, including suitable borrow and dredged or excavated material disposal areas, already acquired, costs of compliance with applicable Federal, State, or local requirements will be included in total project costs. However, as between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be responsible for any future liability which may arise as a result of any non-CERCLA regulated contamination.
- 8. Following execution of a flood proofing agreement, the Government shall furnish the Non-Federal Sponsor with properly recorded flood proofing agreements. Each such flood proofing agreement shall substantially conform to the blank agreement attached hereto and designated as Exhibit D.
- 9. The Non-Federal Sponsor shall pay for the services to be provided pursuant to this Agreement in advance of the Government incurring any financial obligation for said services, in accordance with Article VI. of the PCA. The Government will draw on the funds provided by the Non-Federal Sponsor, such sums as the Government deems necessary to cover contractual and in-house financial obligations attributable to the services provided hereunder, as they are incurred.
- 10. The procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to the Agreement shall be those developed and used in accordance with Article X. of the PCA.
- 11. The Project Coordination Team appointed in accordance with Article V. of the PCA shall, in addition to the tasks specified in Article V. of the PCA, generally oversee implementation of the services to be provided pursuant to this Agreement.
- 12. Either the Government or the Non-Federal Sponsor may terminate this Agreement by providing 60 calendar days written notice to the other party.

- 13. In the event of termination of this Agreement, the Government and the Non-Federal Sponsor shall consult with each other concerning all claims for termination costs. The Non-Federal Sponsor shall continue to be obligated for payment of costs incurred by the Government under this Agreement, for costs of closing out or transferring any ongoing contracts, and for costs of litigating all civil actions arising pursuant to this Agreement to final resolution.
- 14. As provided in Article VII. of the PCA, before either party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.
- 15. The principal personnel and points of contact for matters relating to this Agreement shall be the representatives of the parties appointed to the Project Coordination Team.
- 16. This Agreement may be modified or amended only by written agreement of the parties.
- 17. This Agreement shall be effective upon the date of the signature of the District Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above-recited.

THE DEPARTMENT OF THE ARMY CORPS OF ENGINEERS HUNTINGTON DISTRICT

BY:

WILLIAM E. BULEN Colonel, Corps of Engineers District Engineer

District Eligineer

DATE: //6/06

THE BOARD OF SUPERVISORS OF DICKENSON COUNTY, VIRGINIA

KEITH VIERS

County Administrator

DATE: //4/06

ATTEST:

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DATE:

### CERTIFICATE OF AUTHORITY

I, Clarence E. "Bud" Phillips, do hereby certify that I am the principal legal officer of The Board of Supervisors of Dickenson County, Virginia that the Board of Supervisors of Dickenson County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Board of Supervisors of Dickenson County, Virginia to Acquire Lands, Easements, and Rights-of-Way and to Perform Relocations for the Dickenson County Nonstructural Flood Damage Reduction Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the person who has executed this Agreement on behalf of The Board of Supervisors of Dickenson County has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of , 2006.

CLARENCE E. "BUD" PHILLIPS

County Attorney

Dickenson County, Virginia

### **EXHIBIT A**

THIS CONVEYANCE IS EXEMPT FROM THE VIRGINIA REAL ESTATE TRANSFER TAX IMPOSED BY THE CODE OF VIRGINIA §§ 58.1-801 AND 58.1-802, AS THE GRANTOR IS THE DICKENSON COUNTY BOARD OF SUPERVISORS. SEE VA. REV. STAT. § 58.1-811. THIS CONVEYANCE IS EXEMPT FROM RECORDATION TAXES PURSUANT TO THE CODE OF VIRGINIA § 58.1-811D. This conveyance is hereby accepted and PREPARED BY: approved as to form pursuant to Code of Virginia §15.2.1803. , ATTORNEY FOR Dickenson County, Virginia Board of US ARMY, CORPS OF ENGINEERS Supervisors MAIL TO: BY: CELRH-OC County Administrator **HUNTINGTON DISTRICT** U.S. CORPS OF ENGINEERS AS TO FORM: **502 EIGHTH STREET** HUNTINGTON, WEST VIRGINIA 25701-2070 County Attorney, Dickenson County GENERAL WARRANTY DEED U.S. ARMY CORPS OF ENGINEERS DICKENSON NONSTRUCTURAL FLOOD CONTROL PROJECT LEVISA FORK PROJECT TRACT NO. THIS DEED, made this day of 200, between (hereinafter "Grantor"), whose address is \_\_\_\_\_\_, [acting by and through ], and the DICKENSON COUNTY, VIRGINIA BOARD OF SUPERVISORS, a body public created by Act of the General Assembly of Virginia (hereinafter "Grantee") whose address is \_\_\_\_\_\_, acting by and through its County Administrator; WITNESSETH: THAT FOR AND IN CONSIDERATION of the sum of \_\_\_\_\_ (\$XXXXXXXX) Dollars paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL, and CONVEY unto the Grantee and its assigns, forever, the FEE SIMPLE title to the following described land, EXCEPTING and

### EXHIBIT A

EXCEPTING and EXCLUDING from the taking all MINERALS in and under said land which are outstanding in parties other than the surface owners and all appurtenant rights for the exploration, development, production and removal of said minerals so excluded.

The land is described as follows:

[LEGAL DESCRIPTION]

All the above-mentioned instruments are of record in the Office of the County Court Clerk, Dickenson County, Virginia.

The above-described tract is conveyed SUBJECT TO existing easements for public roads and highways, public utilities, railroads, and pipelines.

The acquiring federal agency is the U.S. Army Corps of Engineers, Huntington District, located at 502 Eighth Street, Huntington, West Virginia 25701-2070.

TO HAVE AND TO HOLD said premises with the privileges and appurtenances thereunto belonging unto the Grantee and its assigns, forever.

The Grantor, for itself and its successors and assigns, does hereby covenant with the Grantee and its assigns, that it will forever WARRANT GENERALLY with ENGLISH COVENANTS OF TITLE the property hereby conveyed with the appurtenances thereunto belonging, against the lawful claims and demands of all persons, whomsoever; provided further, that the Grantor, for itself and its successors and assigns, does hereby covenant and warrant with the Grantee and its assigns, that to the best of the Grantor's knowledge, information and belief, said land is not contaminated with any hazardous substance (as that term is defined by §101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601) of any kind and that no such hazardous substance has been processed, utilized, stored, buried, drained, released, or otherwise placed in or on said land and, further, that as between the Grantee and its assigns, and the Grantor, for itself and its successors and assigns, that it shall be solely

# **EXHIBIT A**

year first above written.
IN WITNESS WHEREOF, the Grantor has hereunto subscribed his name on the day and
regulation or necessary to protect health, safety, or the environment.
responsible for and bear any clean up or response costs required by any Federal or State law or

왕 -	Ву:
COMMONWEALTH OF VIRGINIA COUNTY OF DICKENSON	) )
	onally acknowledged before me, a notary public for day of 200, by
Sec.	NOTARY PUBLIC
My commission expires:	(seal)

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# SECTION \_\_\_\_\_\_\_ DESCRIPTION/SPECIFICATIONS FOR DELIVERY OF TITLE EVIDENCE

## PART 1 - GENERAL

- 1. WORK TO BE DONE. The work to be done under these specifications consists of furnishing and delivering Owner's Guarantee (Insurance) Policies or Certificates of Title and Continuations thereof in the form of preliminary, interim or final policies, certificates of title, interim binders, or endorsements, as appropriate, as set forth on the Schedule to which these specifications are attached. Except where certificates are clearly referred to separately, all references hereinafter to "Policies" and "Continuations" shall apply to the forms of title evidence specified by said Schedule. Without regard, however, to the attached schedule, the preference for insuring documents is Policies and Preliminary Policies (or Certificates only where this is the prevailing local practice). The Government will not accept delivery of certificates except where the Contractor's title insurance company does not issue policies for any lands located in the state wherein the property to be insured lies.
- 2. NOTIFICATION OF WORK TO BE DONE. DD Form 1155 (see Exhibit A) shall be used to order the above Policies and Continuations in accordance with the specifications in this contract. This form may be referred to as a "Work Order" or "Delivery Order." The delivery order will list those items from the bid schedule that are to be performed and delivered. A separate delivery order will be issued for each item(s) as needed.
- 3. QUANTITY OF WORK. The quantities listed in the bid schedule are approximate and are provided as information only to assist in preparation of the cost proposal. They are not guaranteed and the actual quantities may be more or less than shown. Variation in these estimated quantities shall not be justification for modification of the contract or request for additional payment. Award of a contract does not guarantee that the Government will order all of the items listed under the contract from the Contractor. The Government reserves the right to perform any portion of the items listed.

### OWNERSHIP.

- (a) One Preliminary Policy will be furnished for each contiguous area of land in identical ownership. Land will be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc. If there has been a severance of the surface and the subsurface of the land, determination of what constitutes a tract will be based on ownership of the surface. Unless otherwise specified in the delivery order, the Preliminary Policy shall cover the entire ownership of the tract and if certain estates or subsurface interests are vested in others than the owner or owners of the surface, the Preliminary Policy shall cover all such outstanding estates or interests. The Preliminary Policy shall furnish pertinent information such as parties, dates and recordation data regarding mineral severance deeds and the deeds under which the present owner or owners of the minerals acquired title thereto.
- (b) Where there has been a severance of the surface and subsurface of the land, it is contemplated that there may be multiple acquisitions pertaining to the same tract of land. In the event the contractor has furnished a Final Policy covering acquisition of the surface owner's interest in the land, the Contracting Officer reserves the right to order Intermediate Policies and Final Policies covering the acquisition of the outstanding minerals underlying the same tract. The Contractor shall be paid for such Intermediate and Final Policies at the appropriate unit prices set forth in the schedule.

### 5. REMUNERATION.

- (a) Payment shall be made for Preliminaries, Intermediates, and Final Policies ordered and delivered on the item basis and at the unit price provided in the contract.
- (b) Invoices setting forth tract numbers and names of vendors will be submitted in quadruplicate for Preliminaries, Intermediates and Final Policies upon delivery thereof. The invoices must specify when the charges are for Preliminary, Intermediate and/or Final Policies and will itemize, as a separate item, the cost of title insurance, which charge shall not include any amount for search fees or the like, but be limited solely to the title insurance premium. Payment for title insurance shall be made along with payment for the Final Title

Policy showing title to be vested in the United States of America or the local sponsor, as applicable. The contractor shall assume and pay all charges of the company issuing the policies to be furnished under this contract. If court judgments result in the need for endorsements to the Title Policy to increase the limits of liability, payment in such cases will be limited to the fee for the endorsement and the units of title insurance in excess of the units covered by the previously issued Title Policy or endorsement.

(c) The contractor shall review any and all additional curative actions submitted by the Government, discuss any proposed curative actions with Corps legal staff, and will delete, remove and/or amend exceptions in compliance with law. The contractor will have open communications with the Corps legal staff, including communications by phone, facsimile and electronic mail, with a view toward curing title deficiencies. Any time or costs associated with such discussions will not be billed separately, but instead is factored in the contract price for the title evidence items specified herein.

# PART 2 - EXECUTION

- 6. The Contractor represents and it is a condition of any obligation of the Government hereunder, that the corporation which is to issue title policies hereunder, is authorized and qualified in the State where the land is located. If the contractor is an attorney, the written proposal of charges must be accompanied by the written commitment of a corporation so qualified, to issue title policies and continuations ordered hereunder, and a statement by said corporation that the contractor\attorney is its agent and can issue policies in its name.
- 7. The Contractor shall in all instances adhere to the Department of Justice, Title Standards 2001, or any successor thereto as may be in existence at the time of delivery. The standards can currently be found at http://www.usdoj.gov/enrd/title.htm .
- 8. The Preliminary Policies to be furnished shall be based on a thorough search and examination of the public records affecting the title to the land, and shall contain the legal description of the property as furnished by the Government. The Contractor

shall correct or revise the source or derivation of title of the present owner or owners, contained in such description, if necessary, or otherwise furnish an appropriate derivation of title as required by law or local practice. The policy shall be unqualified as to the period of search, shall contain the legal description of the property as furnished by the government, and shall be immediately followed by a reference to the source of title of the present owner. The Preliminary Policy shall be issued only on the most recent forms approved by the Attorney General of the United States and the American Land Title Association for acquisitions by the United States. following information, though correct at the time this specification was written, is provided for the contractor's information only, and is not guaranteed: American Land Title Association (ALTA) U.S. Policy - 9/28/91 form is the ONLY currently approved policy form. ALTA U.S. Policy - 1963 is not approved for use after March 30, 1995). Delivery of policies on forms other than those so approved will be considered a nonconforming delivery. Delivery of certificates shall be considered a nonconforming delivery in any state where the insurer issues policies to any client, or if the certificate is not the most recent approved form for acquisitions by the United States. Some or all of the lands to be insured may be acquired in the name of an entity other than the United States of America. If so, the entity will be a sponsor of the project as contemplated by the Water Resources Development Act of 1986. requested by the Government, the Preliminary Policy shall offer to insure the United States of America or the local sponsor. title to the lands is taken in the name of the local sponsor, then the Final Title Policy or certificate shall be issued on the title company's policy or certificate then in use for non-federal acquisitions, not withstanding that the preliminary policy or certificate was issued on the federal form.

In addition, Title Policies for tracts acquired by condemnation proceedings shall include information regarding the United States' immediate predecessor in the title, in language similar to the following:

"Title	to the	: estat	e or .	inter	est c	cover	ea by	y this	TITIE
Policy	at the	date	hereo:	f is	veste	ed in	the	Unite	đ
States	of Ame	rica b	y vir	tue o	far	ecla	ratio	on of	Taking,
as evidenced by Judgment on Declaration of Taking,									
dated _			, r	ecord	ed in	ı			Book
_	, pa			of	the r	ecor	ds o	E	

				. F	Prior	to	the	Declaration	ο£
Taking,	title	was	vested	in				, it	

- 9. The Title Policy will disclose the name or names of the record owner or owners of the property described therein. Where subsurface estates or interests in the property to be acquired are owned by persons, corporations, or other legal entities, other than the owners of the surface estate, the present record owners of each such outstanding estate or interest and all pertinent data relating thereto shall be shown in the Title Policy unless otherwise specified in the order.
- 10. Title policies shall be executed and submitted in quadruplicate and shall contain in Schedule B thereof the names and addresses, as disclosed by the public records, of all persons or entities having any liens on or rights or interests in the property described therein, in order that they may be joined as parties defendant in a condemnation proceeding if one is necessary.
- 11. The Title Policy shall contain sufficient information concerning defects, liens, encumbrances, and other matters excepted, to enable an attorney examining the policy to determine the nature and extent of such exceptions and their probable effect on the validity of the title to the land described. It shall also state or be accompanied by a report specifying the evidence or action, if any, which will be acceptable to the corporation issuing the policy, as a basis for the issuance of a Continuation deleting each such defect, lien, encumbrance, and other matter from the Title Policy.
- 12. Each policy shall contain a detailed statement of any taxes and special assessments of record which are a lien on the property described. Such statement will include, at a minimum, the current assessment information, including name of taxpayer, district (if applicable) assessment, and dollar amount. The statement will also either clearly itemize all delinquent taxes or affirmatively state that there are no delinquent taxes.
- 13. If the policy contains any objection with respect to liens for taxes, assessments, or bonds of a special improvement district, such objections will be followed by references to the statutes pursuant to which such special improvement district was organized, its taxes and assessments levied and its bonds issued and any other facts necessary to enable an attorney examining the

policy to determine the nature and extent of the lien, if any, created by such taxes, assessments, or bonds, on the land described therein.

- 14. If the policy shows title in a record owner who is deceased, it shall also state therein, or be accompanied by a statement indicating whether a judicial proceeding, affidavits of heirship, or some other form of proof will be acceptable to the title company as the basis for the issuance of a Title Policy showing title in the United States upon execution and recordation of a deed to the United States from such persons shown by such proof to be all heirs of the deceased.
- 15. If the policy shows record title in a state, county municipality, or other subdivision of the state, or in a corporation, or a church or other religious, educational, or charitable institution or organization, or in a person or persons acting in a fiduciary or similar capacity, without authority to convey the property in the absence of specific authorization, the policy shall disclose the incapacity of or limitation on the authority to convey the property and shall specify what action, if any, is necessary before a valid conveyance of the property may be made to the United States and what proof thereof will be required by the title company before issuing a Title Policy showing valid title to the property in the United States.
- 16. Policies containing any exception or objection with respect to rights or possible rights under the provisions of Section 13 of the Selective Training and Service Act of 1940 (50 USC App. 313), or the Soldiers and Sailors Civil Relief Act of 1940, as amended (50 USC App. 501-509) must:
- a. Contain the name of each person having such rights, and the address of any such person, if known.
- b. Contain or be accompanied by a statement of the company issuing the policy showing the nature and extent of the interest in the land of each such person, and
- c. If any such person has an actual interest in the land, contain or be accompanied by a transcript of the proceeding giving rise to such rights and disclose the action, if any, taken in the proceeding to comply with the requirements of said Acts.

#### **EXHIBIT B**

- Each Policy and Continuation shall be executed in quadruplicate by a duly authorized officer of the issuing corporation, shall bear the corporate seal of such corporation, and shall be countersigned by the proper officer of the corporation, where necessary. The Title Policies, as amended by the final Continuation thereof, shall not except from the corporation's liability, any defects, liens, encumbrances, or other matters of record set forth in the original policy which are waived by the corporation or its duly authorized representative before closing of the acquisition, nor shall such amended policies contain any exception with respect to any matter affecting the title as of the date of the original Policy, or its continuations, which was not disclosed in the original Policy, or its continuations. The Contractor also agrees, if requested by the Contracting Officer, to pass upon the proposed deed of the property to the United States or the local sponsor and the sufficiency of the deed to vest in it valid title to the property described in Schedule "A" of the Interim Binder or Title Policy. For these purposes the Contractor shall designate a local representative authorized by it to pass upon the form and sufficiency of the curative material, to waive objections, in the Interim Binder or Title Policy and approve the proposed deed to the United States. The Contractor shall, if so requested, have its representative present at the closing of the purchase transaction to determine the current status of the affected
- 18. The Contractor agrees to report changes in ownership and/or to eliminate or cause to be eliminated from the Title Policy by intermediate Continuations thereof, objections disclosed in the Title Policies issued hereunder when ownership changes occur and when curative material obtained by representatives of the United States or others is acceptable to the title company issuing the Title Policies hereunder.

titles.

19. "Continuation" is defined as a printed or typed amendment to the Title Policy previously issued by the title company, which extends the effective date of the original policy, and executed in the same manner as the original Title Policy, and may be either an intermediate or final Continuation. The intermediate Continuation shall reflect the condition of title subsequent to the date of the original Title Policy and prior to the date of closing of the acquisition; the final Continuation shall reflect the vesting of title in the United States. The Continuations shall be issued only upon written order of the Contracting

#### **EXHIBIT B**

Officer or duly authorized representative. Endorsements which merely delete exceptions from the original policy due to presentation to the title company or the contractor of satisfactory curative matter and which do not require any search of courthouse records are not continuations within the meaning of this contract.

20. If the corporation which is to issue Title Policies hereunder customarily insures marketability of title in the locality where the land is situated, the Policies to be issued hereunder shall not contain the paragraph headed "Refusal to Purchase" under "General Exceptions" of the aforesaid approved Title Policy, but shall insure the marketability of the title.

#### PART 3 - DELIVERIES OR PERFORMANCE

- 21. DELIVERY OR PERFORMANCE. Work shall be made only as authorized by delivery orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery-Order Limitations Clause or elsewhere in this contract, the Contractor shall furnish to the Government all Policies and Continuations specified in the Schedule and called for by the issued delivery orders. The Government may issue orders requiring delivery to multiple locations.
- 22. PERIOD OF CONTRACT. The period of this contract shall begin upon receipt of the contract. It shall continue until terminated in writing by the Contracting Officer or upon successful completion of all work orders which shall not have a combine total of more than \$\_\_\_\_\_\_.

Color key:
Red – font Arial 10 – in [] notes where deviations or other information is just to the
drafter of the deed
Black - format
Non-Federal Sponsor Condemnation Format - All U.S. Army deeds
must be drafted by an attorney qualified in real estate disposal,
or under the supervision of such an attorney.
[Follow local recordation or certification requirements as to what format the Attorney Statement or
Certification requires. Otherwise include the following whether or not required by the State. This
statement can go at the end, if appropriate.]
This deed was reviewed by
[name], Attorney
U.S. Army Corps of Engineers
District
(address, if required)
QUITCLAIM DEED [or DEED WITHOUT WARRANTY if State does not use Quitclaim Deeds]
PROJECT STATE
TRACT/S NO.
[Style of Deed should comply with local formats and recordation requirements.]
This QUITCLAIM DEED between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR), acting by and through the District Chief of Real Estate, District, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the SECRETARY OF THE ARMY through the Deputy Assistant Secretary of the Army (Installations & Housing) (hereinafter the "ARMY"), under the authority of [the Project Authority] or [other authority, as appropriate], and [Name of GRANTEE] (hereinafter the "GRANTEE").[If there are multiple GRANTEES, then make plural throughout deed.]
WITNESSETH THAT:
WHEREAS, the GRANTOR and the GRANTEE entered into a [pick either Local Cooperation Agreement or Project Cooperation Agreement] (hereinafter "the Agreement") on theday of, 19/20, to construct, operate, maintain, repair, replace and rehabilitate the [Name of Project] authorized by [Project Authority];
WHEREAS, pursuant to the terms of the Agreement, the GRANTEE requested that the GRANTOR acquire lands, or interests therein, required for the project on the GRANTEE'S behalf and on theday of, 19/20, the GRANTOR and GRANTEE entered into a written agreement that laid out the terms and conditions, rights, responsibilities and liabilities of the GRANTOR and the GRANTEE with respect to the acquisition of land, or interests therein, by the GRANTOR on behalf of the GRANTEE, per the Agreement;
WHEREAS, land, or interests therein, was acquired by the GRANTOR in eminent domain proceedings in Federal District Court in the City of, in the State of; and [If recorded in land records, then reference in the deed.]
WHEREAS, the Agreement governs the rights, responsibilities and liabilities of the GRANTOR and

[Additional WHEREAS clauses should be used minimally, if at all. In no event should enclosures or exhibits be referenced within e Whereas clause. A Whereas clause usually includes conditions precedent to the transfer and use the past tense. No future actions should be in a Whereas clause. Only include information necessary to ensure clear land records. Other items should only be included in a transmittal memo or a memorandum for the record. DO NOT INCORPORATE BY REFERENCE INTO THE BODY OF THE DEED.]

OF THE DEED.
NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt of all of which is hereby acknowledged, [If additional or other statements are required, tailor to fit State law.] does hereby REMISE, RELEASE AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of, in the State of, containing approximately acres as shown on Exhibit A, attached hereto and made a part hereof (hereinafter "the Property"). [Check requirements of State law regarding inclusion of descriptions and maps. The legal description of the property being conveyed may be required by State law to be located within the deed itself instead of an Exhibit. The format of the granting clause varies by State. Unless required by State law, the date will only go at the end in the Testimonium clause.]
SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not. [Include pre-existing legal interests not included in the conveyance, such as outstanding minerals.]
TO HAVE AND TO HOLD the property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.
[Tenendum clause is no longer required in most States; however, if still required use the following TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.]
AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity; and that the notices, covenants, and restrictions set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity:
The GRANTEE knows and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warrant or guaranty by the GRANTOR.
[ADD ANY SPECIAL CLAUSES AS NECESSARY FOR A PARTICULAR CONVEYANCE]
IN WITNESS WHEREOF, I have executed this deed at the direction of the Secretary of the Army, thisday of20
UNITED STATES OF AMERICA
Ву:
NAME OF CHIEF OF REAL ESTATE Chief of Real Estate

District

U. S. Army Corps of Engineers

Signed and sealed and delivered In the presence of:	
Witness	
Witness ACKN	OWLEDGEMENT
STATE OF) SS:	
certify that this day personally appeared before me in [Name of Chief of Real Estate U. S. Army Corps of Engineers, whose name is signed.	or the State of, County of, do hereby the State of, County of, cl., Chief of Real Estate, District, do to the foregoing instrument and who acknowledged the on the date shown, and acknowledged the same for and on behal
	Notary Public
My commission Expires:	<u>.</u>

#### ACCEPTANCE BY GRANTEE

the GRANTEE and to do not derive from	chat this acc om State law	eptance be but are rat	e formally accepted by notarized and certified her required by the Army he GRANTEEs in the
			itself, its successors and assigns, subject to in, this day of
		[Name of Grantee	1
	[a Public Corpor		body, or individual – as appropriate]
	-		
•		Title:	
STATE OF	)		
SIAILOF	) )		
COUNTY OF	)		
acknowledged the same for an	d on behalf of the [Na	me of Grantee].	, County of, whose name is signed ee act and deed on the date shown, and ublic
My commission Expires:		-	
[If a public entity or corpora add the following Certificate	]	me proceeding to DF GRANTEE'S AT	validate the signature by this officer, then
<b>T</b> .	_ <b>1</b>	acting as attorney fo	r Name of Granteel, herein referred to as the
the GRANTEE relating theret that the execution thereof is in	o, and find that the acc all respects due and p further that, in my opir	ceptance thereof by proper and in accordation, the Quitclaim I	r [Name of Grantee], herein referred to as the litclaim Deed and the proceedings taken by the GRANTEE has been duly authorized and ance with the laws of the State of Deed constitutes a legal and binding hereof.
Dated at	this		
		Ву	
		Title	

#### **EXHIBITS**

A – Legal Description
B - Notices, Use Restrictions and Covenants

### EXHIBIT D This transfer is exempt from taxes imposed by Code of Virginia Section 58.1-801 as Dickenson County Board of

Supervisors an exempt transferee. This transfer is a 802 pursuant to Code of Virginia Section 58.1-811	lso exempt from the taxes imposed by Code of Virginia Section 58.1-
This instrument was prepared by:	This conveyance is hereby accepted and approved as to form pursuant to Code of Virginia Section 15.2-1803.
U.S. Army Corps of Engineers	Dickenson County, Virginia Board of Supervisors
502 Eighth Street	Dickenson County, Virginia Board of Supervisors
Huntington, West Virginia 25701-2070	Ву:
	Ву:
	Attorney for the Board
Contract No.	

## FLOODPROOFING AGREEMENT TRACT NO. \_\_\_\_ DICKENSON NONSTRUCTURAL FLOOD DAMAGE REDUCTION PROJECT

WHEREAS, pursuant to Public Law 96-367 (Title II, Section 202, of the Energy and Water Development Appropriation Act, 1981), as amended, and pursuant to the provisions of the Project Cooperation Agreement (hereinafter referred to as the "PCA") dated \_\_\_\_\_\_\_, between the United States of America (hereinafter sometimes referred to as the "Government") and the Dickenson County, Virginia Board of Supervisors (hereinafter sometimes referred to as the "County"), the Government and the County have undertaken the implementation of the Dickenson Nonstructural Flood Damage Reduction Project (hereinafter sometimes referred to as the "Project"); and

WHEREAS, implementation of the Project includes, inter alia, the floodproofing of certain structures so that the habitable floors thereof are raised to levels or protected by other means in such a manner which will protect the structures from certain flooding to the greater extent practicable by allowing the free movement of floodwater beneath and around the structures; and

#### EXEUBIT D

WHEREAS, pursuant to the Memorandum of Agreement between the Government and the
County, dated, and pursuant to the PCA, the Government has undertaken
floodproofing and acquisitions of interests in land for and on behalf of the County, and
WHEREAS,, (hereinafter sometimes
referred to as the "Owners"), are the owners of a certain parcel of land identified by the Government
as Tract No, which is the same land as that described in
[insert derivation clause information]
in the land records of Dickenson County, Virginia, on which is located a
floodproofed in compliance with this Agreement; and
NOW, THEREFORE, THIS AGREEMENT AND GRANT made and entered into by and
between, (Owners) and the UNITED STATES OF
AMERICA, acting for and on behalf of the DICKENSON COUNTY, VIRGINIA BOARD OF
SUPERVISORS, as aforesaid;
WITNESSETH, that for and in consideration of the premises and the mutual agreements and
covenants hereinafter set forth;
1. The Government, herein represented by the Chief, Real Estate Division, Huntington District,
U.S. Army Corps of Engineers, hereby agrees to pay reasonable and legitimate expenses involved in
floodproofing said structure as hereinbefore stated, not to exceed \$, subject to
the availability of funds and to the submission by the Owners of appropriate expense documentation
as may be required by the Government. The Owners shall permit an inspection or inspections of the
floodproofing work by the Government, its contractors, assigns or representatives upon completion
of the work, and/or at any time during the work's progress, to ensure that the work is acceptable to
the Government, and has been satisfactorily performed to meet the Project's criteria as to design,
construction, and protection prior to payment. Provided, further, that all floodproofing work must be

days of the date this Agreement is accepted by the United States, and, further, that such work shall be performed by a licensed contractor selected by the Owners to do the work in accordance with the Guide Plans and Specifications and estimates previously approved by the Government and any modifications thereto subsequently approved by the Government. Provided, further, that the floodproofed structure shall not be located within the regulatory floodway. Provided, further, that the payment herein provided shall be made by Government issued check payable to the Owners and said contractor jointly. Provided, further, that, should the Owners incur any cost in excess of said amount, that cost shall be borne by the Owners unless such additional amount is expressly approved in writing by the Government as necessary for the purposes of flood damage reduction.

- 2. The Owners hereby agree that the Owners' written agreement with the contractor performing the floodproofing work on said structure shall include the following provisions:
- (a) "The Contractor agrees to keep separate individual cost accounting records detailing both direct and indirect costs in connection with the floodproofing work. The Contractor also agrees to make such records available to the U.S. Army Corps of Engineers or other representatives of the United States of America upon demand so that contract costs may be evaluated. The cost evaluation will be performed using generally accepted accounting standards and auditing policies and criteria."
- (b) "The Contractor agrees that all floodproofing work will be accomplished in accordance with the Guide Plans and Specifications previously approved by the Government and any modifications thereto subsequently approved by the Government before payment is made to the Contractor."
- 3. The Owners hereby agree that the Owners shall not convey to any third party any interest in and to said land and the structures or create any liens thereon prior to completion of said floodproofing work and recordation of this Agreement by the Government in the land records of Dickenson County, Virginia, without the prior written approval of the Government.

- 4. The Owners hereby acknowledge that the amount set forth in 1. above is based upon a proposal obtained by the Owners from \_\_\_\_\_\_; that it is the Owners' desire that \_\_\_\_\_\_\_ perform the work necessary in connection herewith; that the Government has made no warranties or guarantees whatsoever in connection with the Contractor or with the Contractor's ability to satisfactorily perform the work; and, that, as between the Government and the Owners, the Owners are solely responsible to arrange for the Contractor's satisfactory completion of the work in accordance herewith.
- 5. Further, that for and in the consideration aforesaid, the receipt and sufficiency of which are hereby acknowledged, the Owners, for themselves and their successors and assigns, do hereby GRANT, unto the County, and its assigns, the perpetual right, power, and privilege of access to said land and any structures thereon at all reasonable times considered necessary by the County, its contractors, assigns or representatives to ensure that this Agreement, its covenants and restrictions, and the intents and purposes of the project are being complied with by the Owners, its successors and assigns;
- 6. The Owners, for themselves and their heirs and assigns, hereby covenant and warrant to the County, and to its assigns forever, and agrees, that no construction, alteration, or placement of structures of any kind or nature whatsoever on said land shall take place unless the lowest floor thereof to be used for human habitation, commercial or business purposes is elevated above feet mean sea level, the level of [the April 1977 flood or the 100 year frequency event], and that this restriction shall be specifically included in every instrument subsequent hereto conveying title to any interest in said land or structures thereon.
- 7. The Owners, for themselves and their heirs and assigns, hereby covenant, warrant, and agree that they will forever hold and save harmless and blameless the Government and the County, and its assigns, from any damages or injuries resulting either directly or indirectly from any floodproofing work and any flooding of said land or of the floodproofed structure.

- 8. The Owners, for themselves and their heirs and assigns, recognize and agree that the grant hereby made to the County, and the covenants and restrictions herein, in connection with the Project, are necessary and appropriate to ensure the purposes of said Project, namely, as authorized by Section 202 of the Water Resources and Development Act of 1981, Public Law 96-367, as amended, to afford a level of protection against flooding at least sufficient to prevent any future losses from the likelihood of flooding as occurred in April 1977, or the 100 year frequency event, whichever is greater; and, that for those purposes the County, and its assigns, shall forever have the right unchallenged by the Owners, and by the Owners' heirs and assigns, to seek legal enforcement of all of the provisions contained herein, it being the intentions of the parties that said provisions shall attach to and run with the land forever.
- 9. It is further provided that the obligations of the Government herein are contingent upon the Owners obtaining, as may be acceptable to the Government, the consent of any lienholder or tenants to the terms of this Agreement and obtaining from any lienholder or tenants waivers, releases, and/or subordinations of their rights in the premises to the extent necessary to accomplish the work and covenants and restrictions herein, as may be required by the Government.
- 10. The Owners, for themselves and their heirs and assigns, hereby agree that the entitlement to receive payment from the Government for the reasonable and legitimate expenses involved in floodproofing said structure is not assignable and shall not be assigned. Further, the Owners, for themselves and their heirs and assigns, hereby agree that any attempt or agreement by the Owners to assign the entitlement to the payment shall, at the sole option of the Government, void this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed effective as of the date of acceptance hereof by the United States of America.

, Owner	, Owner

ACCEPTED:
UNITED STATES OF AMERICA
Ву:
Chief, Real Estate Division DATE
STATE OFCOUNTY OF
The foregoing instrument was acknowledged before me this day of
(Seal) NOTARY PUBLIC
My Commission Expires:
ACKNOWLEDGMENT
STATE OF WEST VIRGINIA COUNTY OF CABELL
On this day of, 200, personally appeare, Chief, Real Estate Division, U.S. Army Engineer Distric
Huntington, West Virginia, known to me to be the person described in the foregoing Agreement an Deed, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
{Seal} NOTARY PUBLIC
My Commission Expires:

#### DICKENSON COUNTY NONSTRUCTURAL FLOOD CONTROL PROJECT ATTORNEY'S REPORT DICKENSON COUNTY BOARD OF EDUCATION FACILITIES 2 NOVEMBER 2009

I, BRADLEY J. STARK, certify that I am an Attorney-at-Law duly licensed to practice law in the State of Michigan and am currently employed by the U.S. Army Corps of Engineers, Huntington District, Office of Counsel. I further certify I have undertaken an investigation of those real estate interests that are connected with the proposed relocation of certain school facilities located within the area needed for construction of the Dickenson County Nonstructural Flood Control Project (hereinafter "the Project"). Dickenson County School Board (hereinafter "the Board") owns the facilities in question, having acquired the real estate upon which they are situated through various conveyances.

In forming this opinion, I have considered information obtained from the Board, Federal statutes and case law, Virginia statutes; Huntington District Real Estate determinations as to what deed comprise the subject properties and Huntington District maps and files connected with the proposed relocation of the following Dickenson County School Board facilities: Clinchco Elementary School, Haysi High School, Ervinton High School, and Sandlick Elementary School.

My investigation leads me to conclude that the Board holds a compensable interest in all four facilities. According to the mapping done by Huntington District Real Estate Division the Board acquired the real estate upon which the facilities are located from a series of conveyances from the late 1920's to the late 1980's:

- a. Clinchco Elementary School, interest was obtained in a deed executed by The Pittston Company to School Board of Dickenson County, dated November 28, 1966, and recorded in Deed Book 134, Page 66;
- b. Haysi High School, interest was obtained by deed executed by Cumberland Bank & Trust Company to Dickenson County School Board, dated 1 April 1938, and recorded in Deed Book 72, Page 89;

c. Ervinton High School, interest was obtained in a deed executed by Clinchfield Coal Corporation to The County School Board of Dickenson County, dated 15 January 1953 and recorded in Deed Book 105, Page 426; in a deed executed by Pegasus Resource Company to The Dickenson County School Board, dated 14 November 1988, and recorded in Deed Book 255, Page 309, and in a deed executed by Clinchfield Coal Corporation to The County School Board of Dickenson County dated 11 April 1955, and recorded in Deed Book 109, Page 233;

d.Sandlick Elementary School, interest was obtained in a deed executed by Rual Fuller and Ruthie F. Fuller, husband and wife, dated 19 June 1978, and recorded in Deed Book 194, Page 254; in a deed executed by Carolina, Clinchfield and Ohio Railroad to the Dickenson County School Board, dated 18 June 1969, and recorded in Deed Book 144, Page 363; in a deed executed by Rual Fuller and Ruth Ann Fuller, husband and wife, to the Dickenson County School Board, dated 7 July 1987, and recorded in Deed Book 245, Page 709; and through condemnation proceedings initiated by the Board against Artha Davis, et al., the Final Order dated 6 September, 1962 and recorded in Deed Book 123, at Page 91.

All referenced instruments are available in the Dickenson County Clerk's office.

#### Character of the Affected Owner and Affected Facility

The facilities are public schools or part of public schools. Ervinton High School and Sandlick Elementary School are both in the floodway and will be relocated. The Lower buildings for Haysi High School are also in the floodway and will be relocated. Clinchco Elementary Schools will be floodproofed with the use of a ringwall. According to the information provided by the Dickenson County School Board for the 2009 school year: Clinchco Elementary School has 169 students enrolled and utilizing the facility; Haysi High School has 284 students enrolled and utilizing the facility; and Sandlick Elementary School has 537 students enrolled and utilizing the facility.

The Dickenson County School Board is a corporate body with corporate powers, which includes the ability to purchase, take, hold lease and convey school property. (Code of Virginia § 22.1-71) The referenced School facilities are used for public education and operated by the Board who are required to provide free education to the children residing in the county (Code of Virginia § 22.1-2) There is no doubt that the subject facilities currently serve a public use as schools.

#### Compensable Interest

As described in the referenced deeds in previous paragraphs, the Board obtained fee title (primarily surface only) to the real estate containing the subject facilitates. These deeds have several issues that will need to be resolved including a reverter clause. The legal description will be ordered and the titles ordered once the terms and conditions of the relocation agreement have been agreed to.

Based on the determination provided by the Real Estate Division, all structures of the facilities lie wholly upon the lands described in the referenced deeds. Dickenson County School Board has provided information showing that it is the fee owner of the property; the Board possesses a compensable interest in the subject lands and in the facilities contained therein.

#### Need for Substitute Facilities/Relocation

The extinguishment of the Board's compensable interest in the subject facilities to further the prosecution of the Dickenson County Nonstructural Flood Control Project is a taking of private property for public use. Under the Fifth Amendment to the United States Constitution, this entitles the entity to "just compensation".

Under existing Supreme Court interpretation of the Fifth Amendment, this sometimes compels the government to provide a "substitute facilities" replacement in lieu of a market-value standard of compensation. Where the fair market value of a parcel is too difficult to deduce, or where application of the principle "results in manifest injustice to the owner or the public," then the "substitute facilities" doctrine may be applicable. It is a balancing determination to compensate

an owner whose property is taken and to the make the cost reasonable considering the public must pay the bill. The courts invoke the "manifest injustice" prong of the substitute facilities doctrine when a public entity is charged with an obligation to continue providing the essential facility being taken. This obligation may stem either from legal compulsion or from practical necessity. In essence, where the owner holds the property as a public trustee, it is given compensation for the public's loss as well as its own. It is entitled to substitute facilities even though market value is ascertainable where the "facility must be acquired to continue providing an essential service," and "limiting compensation to the fair market value...[is] manifestly unjust."

Application of the "obligation" standard does not turn on whether a pertinent statute compels the obligation to continue service. If applying the "substitute facilities" doctrine depended solely on the presence of a statute, "innumerable nonlegal obligations to service the community would be ignored." Conversely, a rigid "'legal necessity' test... may provide a windfall if the condemned facility, though legally compelled, no longer serves a rational community need." Instead, the "obligation" standard is based on a determination of what is reasonably necessary for the community considering all surrounding circumstances. A federal court in the Southern District of West Virginia stated the boundaries of this standard most succinctly in United States v. Alderson: "The test is not what the State wants to build; not what the property owners want for their properties; and not what is the desirable thing to do. \* \* \* The question is, what is the reasonable thing under all the circumstances?" [emphasis added]. From both a practical and legal standpoint, the Board must continue to afford its students with proper facilities.

The Board should receive substitute facilities based on three factors: their position as a public entity providing an essential public service- education; the public's continuing need for educational opportunities and the fact that payment of simple market value would likely result in a permanent loss of the needed service, as the Board would most likely not be able to replace the current facilities for that amount.

<sup>&</sup>lt;sup>1</sup> Certain Property in Borough of Manhattan, 403 F. 2d at 804 (2nd Cir. 1968).

<sup>&</sup>lt;sup>3</sup> State of Washington v. United States, 214 F. 2d 33, 40 (9th Cir. 1954), cert. denied, 348 U.S. 862, 99 L. Ed. 679, 75 S. Ct. 86 (1954).

In addition to the principles outlined herein, the federal judiciary has previously held school boards should receive this measure of compensation for the taking of their educational facilities.<sup>5</sup> Based on the legal determination and my analysis, it is my opinion that the taking of the Board's School facilities justifies the District providing equivalent facilities.

#### Authority of the Board to Execute a Relocation Contract

The legal name of the Board is "The Dickenson County School Board." Under Virginia law, every school board has the power to sell or otherwise dispose of all or any part of its real property. (Code of Virginia § 22.1-71)

Haydee L. Robinson, the Division Superintendent, or her successor in office has been authorized by Board resolution to execute any and all instruments including real estate instruments to complete the relocation contracts on its behalf.

#### Limitations of Scope and Subject Matter

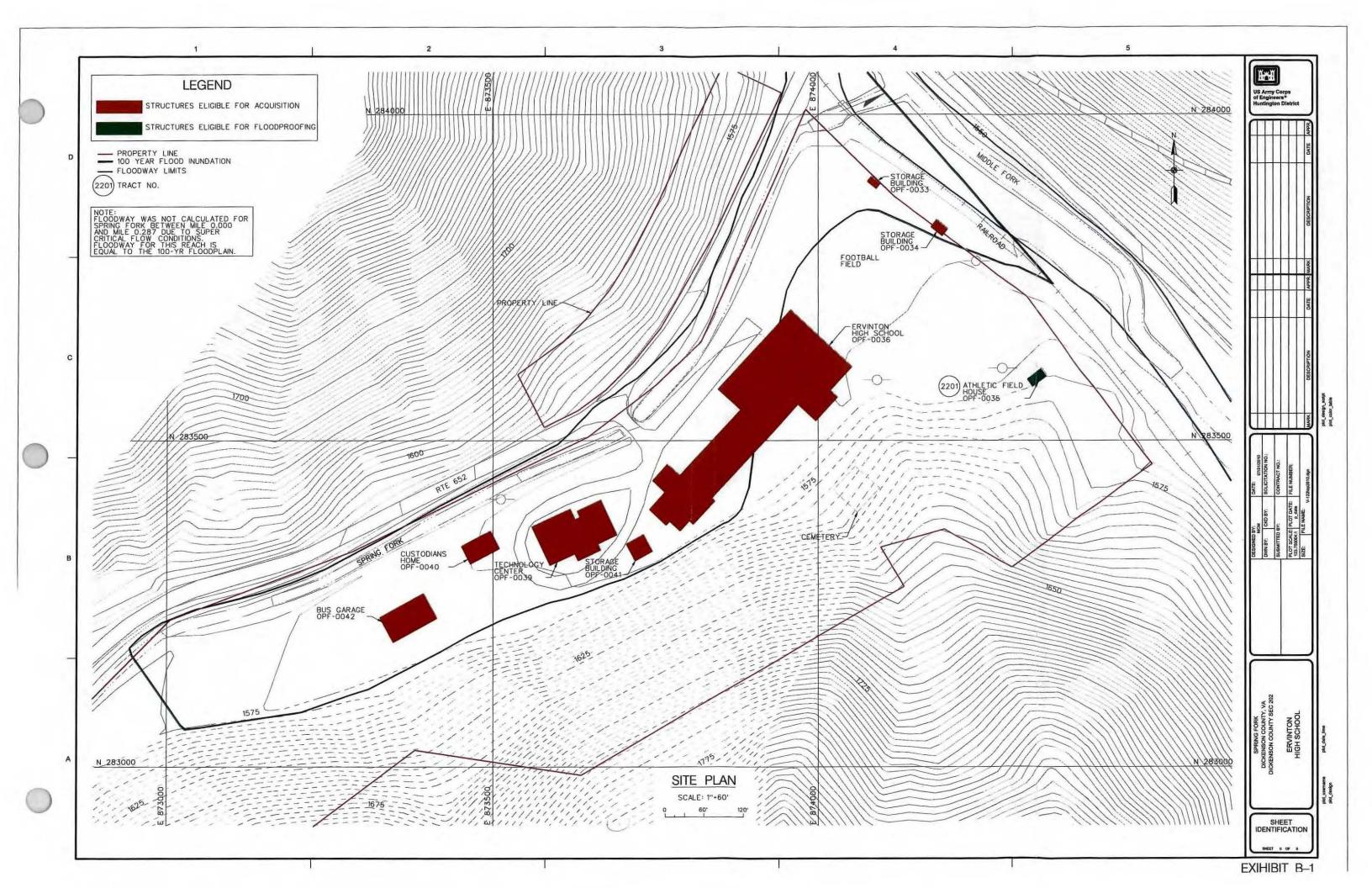
A title investigation for this property and the facilities covered by this Report has not been completed so nothing in this decision has addressed any issues concerning existing mortgages, liens, and/or encumbrances. This Report does not cover other possible compensable interests involved in the project. Title evidence as required by regulation shall be obtained prior to the acquisition of any interest in real estate.

Please contact me with any questions about this opinion at x5267.

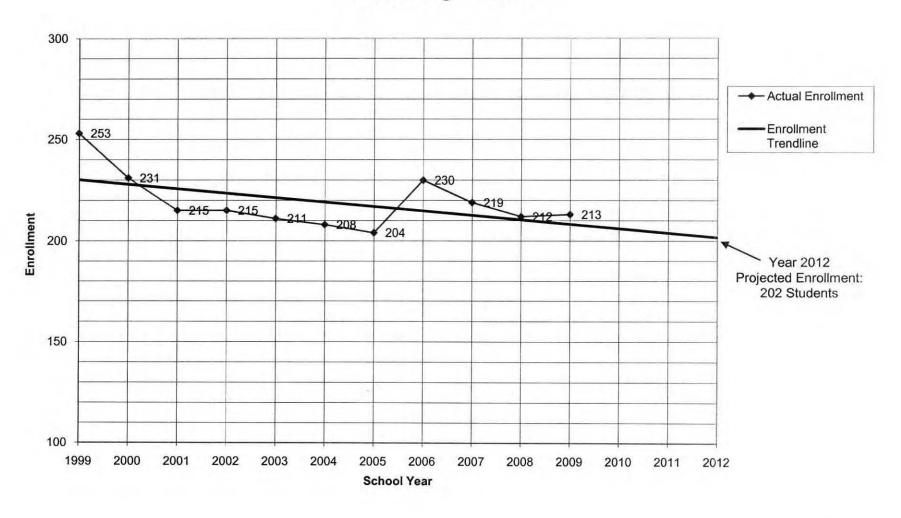
**Bradley Stark** Assistant District Counsel

 <sup>&</sup>lt;sup>4</sup> 53 F. Supp. 528, 530 (D.C.S.D. W.V 1944) (cited with approval in <u>State of Washington</u>, 214 F. 2d at 40).
 <sup>5</sup> <u>United States v. Board of Education of the County of Mineral</u>, 253 F. 2d 760 (4<sup>th</sup> Cir. 1958).

# APPENDIX B ERVINTON HIGH SCHOOL EXHIBITS



### **Ervinton High School**



Year 2012 Projected Enrollment: 202 Students

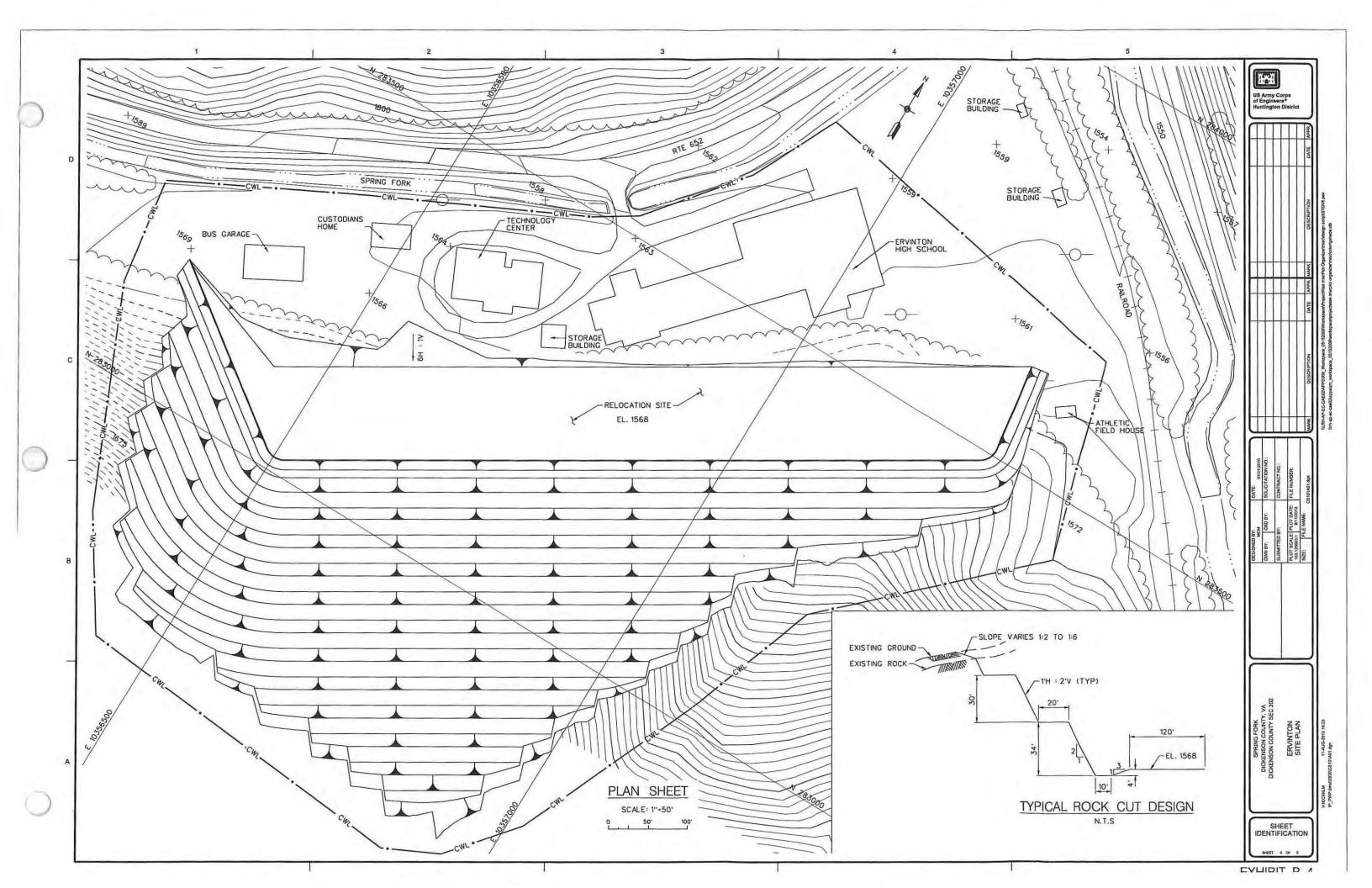
**EXHIBIT B2** 

Replacem	ent Ervinton	High S	chool					
	ar 2012 Projec							
		Number	Area (SF)	Total	Notes			
Classrooms (	Core)							
English classro	ooms	2		1,400				
Math classroor	ms	2		1,400				
Social Studies	classrooms	2		1,400				
Foreign Langu	age classrooms	1		700				
Science classr	ooms	2		2,800				
Resource class	srooms	1	700	700				
Subtotal (Core	e classrooms)			8,400				
Classrooms (	General)							
Health classroom	oms	1		800				
Art lab		1		1,400				
Art storage roo	om	1		400		*		
Vocal music cla	assroom	1	.,000	1,000				
Vocal music st	orage	1	100	150				Les de la constant de
Instrumental ba	and classroom	1	1,600	1,600				
Band storage		1	400	400				
Business class	sroom	1	900	900				
Business office	e and storage	1	250	250				
Keyboarding		1	1,200	1,200				
Distributive Ed	ucation classroom	1	750	750				
Home Econ. C	lassroom/lab	1	1,500	1,500				
Home Econ. O	Office	1	150	150				
Communication	ns lab	1		1,500				
Production Sho	ор	1	2,000	2,000				
Vocational lab/		1	2,000	2,000				
Exploratory lab	)	1	1,600	1,600				
Computer lab		1	800	800				
Selfcontained s	special education	1	750	750				
Resource class	sroom	1		450				
Speech classro	oom	1	200	200				
Math lab		1	600	600				EXHIBIT I

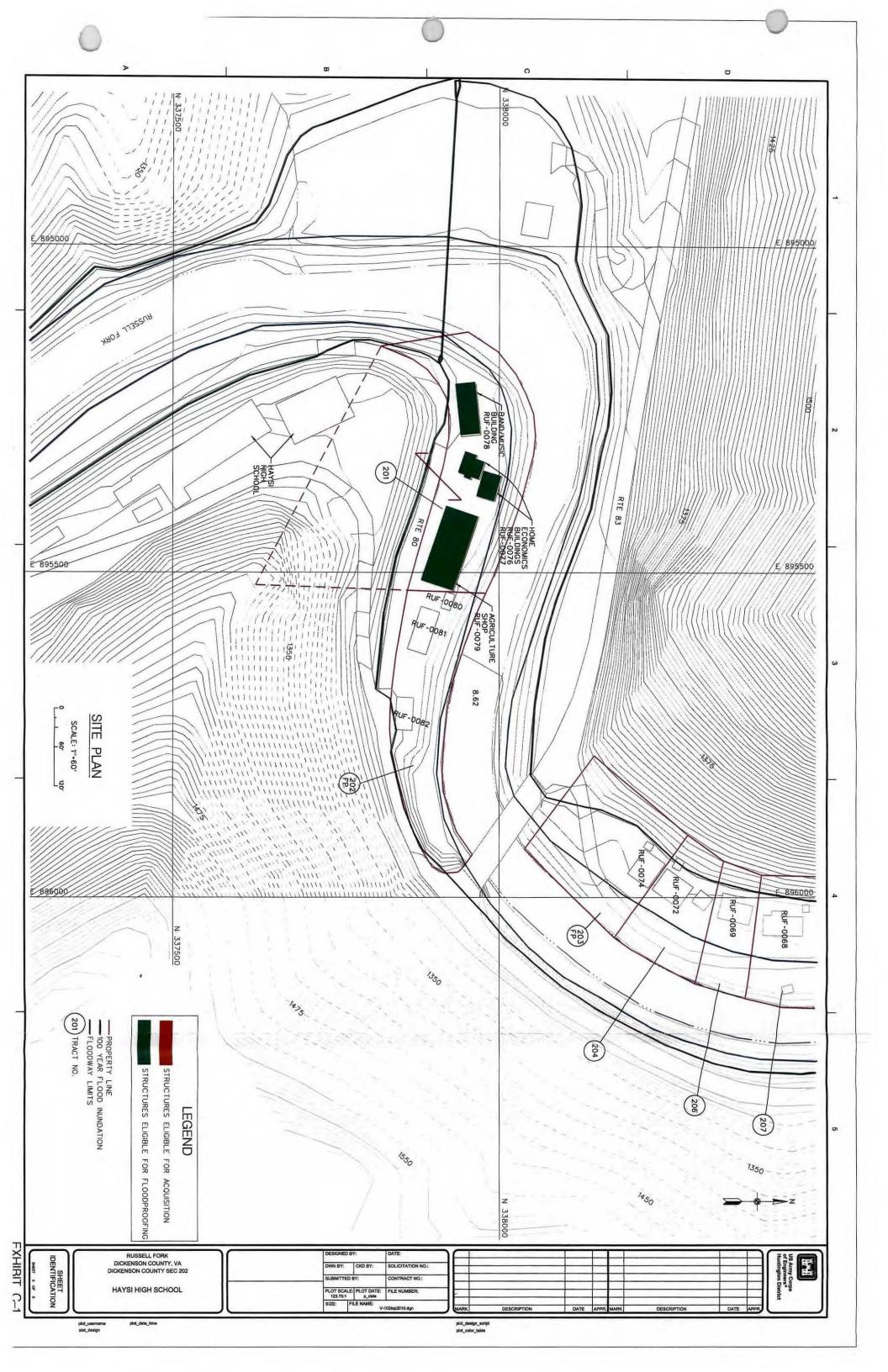
Reading lab	1	600	600	
In-school Suspension classroom	1	600	600	
Subtotal (General classrooms)			21,600	
Administrative (Core facilities)				
Principal's office	1	200	200	
Principal's secretary	1	100	100	
Assistant principal's office	1	150	150	
Secretaries office	1	60	60	
Guidance office	1	100	100	
General Waiting Reception	1	200	200	
Career Center	1	200	200	
Guidance reception	1	100	100	
Technology Resource	1	100	100	
Mailroom	1	200	200	
Books, supplies, storage	1	500	500	
Vault record storage	1	200	200	
Health suite	1	500	500	
General office toilets/closet	1	100	100	
Workroom	1	200	200	
Teacher team planning rooms	3	400	1,200	
Teacher lounge	1	150	150	
General conference room	1	200	200	
Student commons	1	1,500	1,500	
Subtotal (Administrative Core)		315.5.5	5,960	
Subtotal (Administrative Sers)				
Exceptional Education				
Exceptional classrooms	1	750	750	
Resource classrooms	1	400	400	
Testing room	1	100	100	
Psychologist office	1	100	100	
Itinerant office	1	100	100	
Conference room	1	150	150	
Subtotal (Exceptional Education)			1,600	
Auxiliary Support Facilities				
Technology support room	1	300	300	EXHIBIT B-3

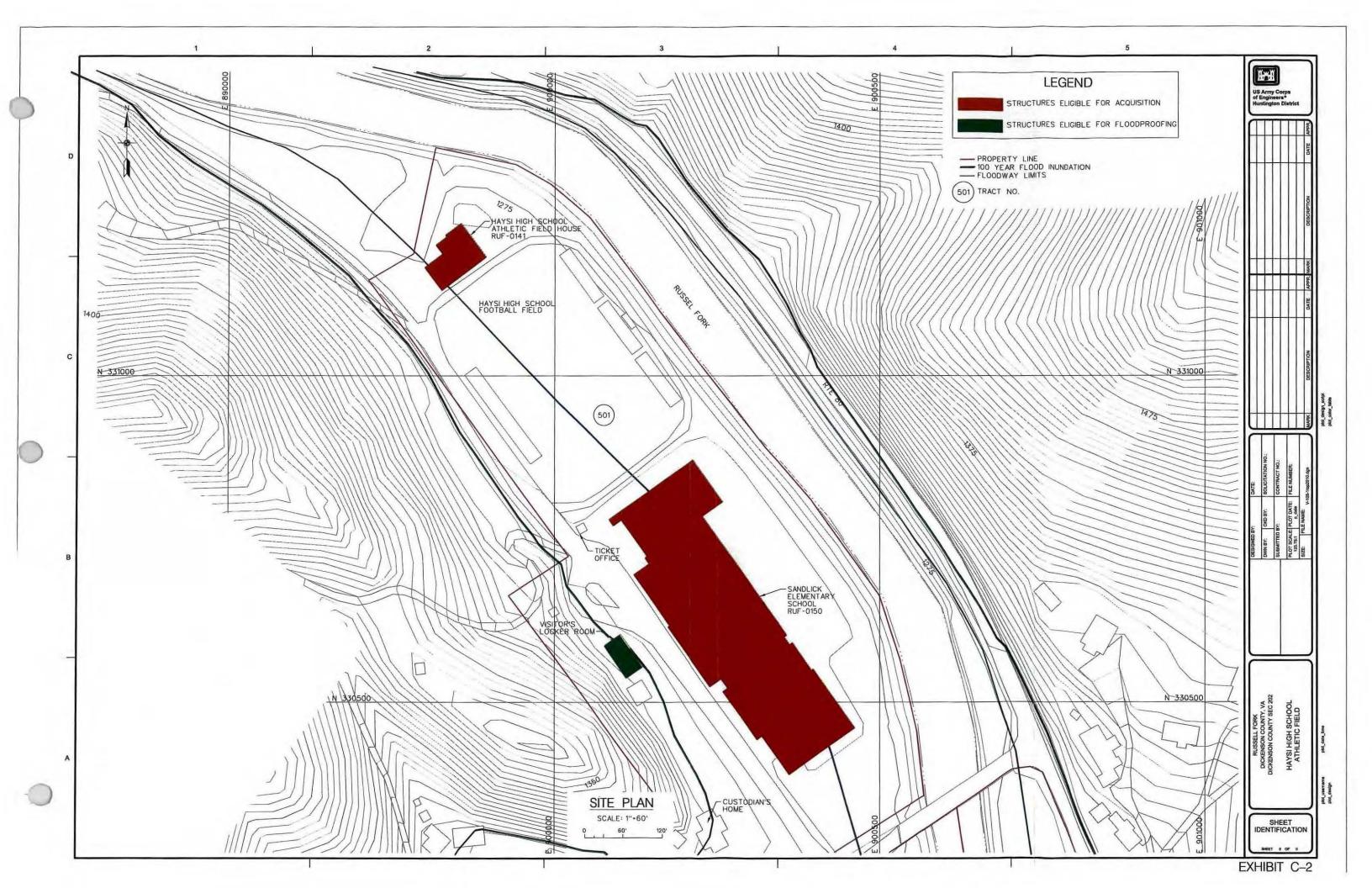
Dining room (3) seatings	1	2,400	2,400	
Kitchen serving areas	1	1,700	1,700	
Librarian's office	1	150	150	
Staff, library work room	1	200	200	
Reading room	1	1,606	1,606	6 1000 SF + 3 x enrollment
Library multiuse/electronic classro	1	120	120	
Audio visual storage	1	150	150	
Gymnasium	1	10,000	10,000	
_ocker/shower/dressing rooms (2)	2	2,500	5,000	
Physical education offices	2	100	200	
Physical education storage	1	1,050	1,050	
Auditoriium	1	4,480	4,480	No. students in 1 grade x 8 SF + 4000 SF for storage, dressing rooms, lobby
Stage	1	2,000	2,000	
Subtotal (Auxiliary Support Facil	ities)		29,356	
Total			66,916	
Halls, toilets, HVAC @ 38%			25,428	
Grand Total			92,344	
				EXHIBIT B

Replacement Ervi Year 2012 P	rojectea Enro	liment: 202				
	Number	Area (SF)	Total			
			200			
Athletic Field House		1 300	300			
Grand Total			300			
						EXHIBIT B

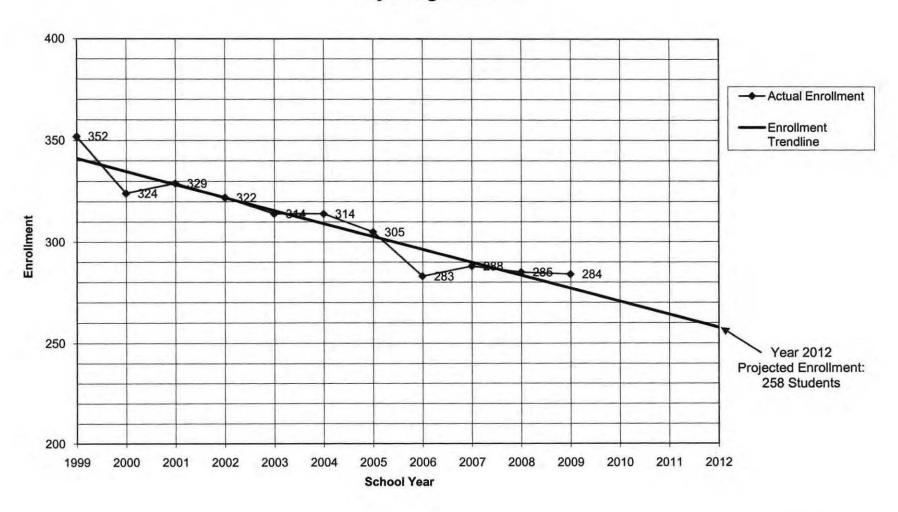


# APPENDIX C HAYSI HIGH SCHOOL EXHIBITS





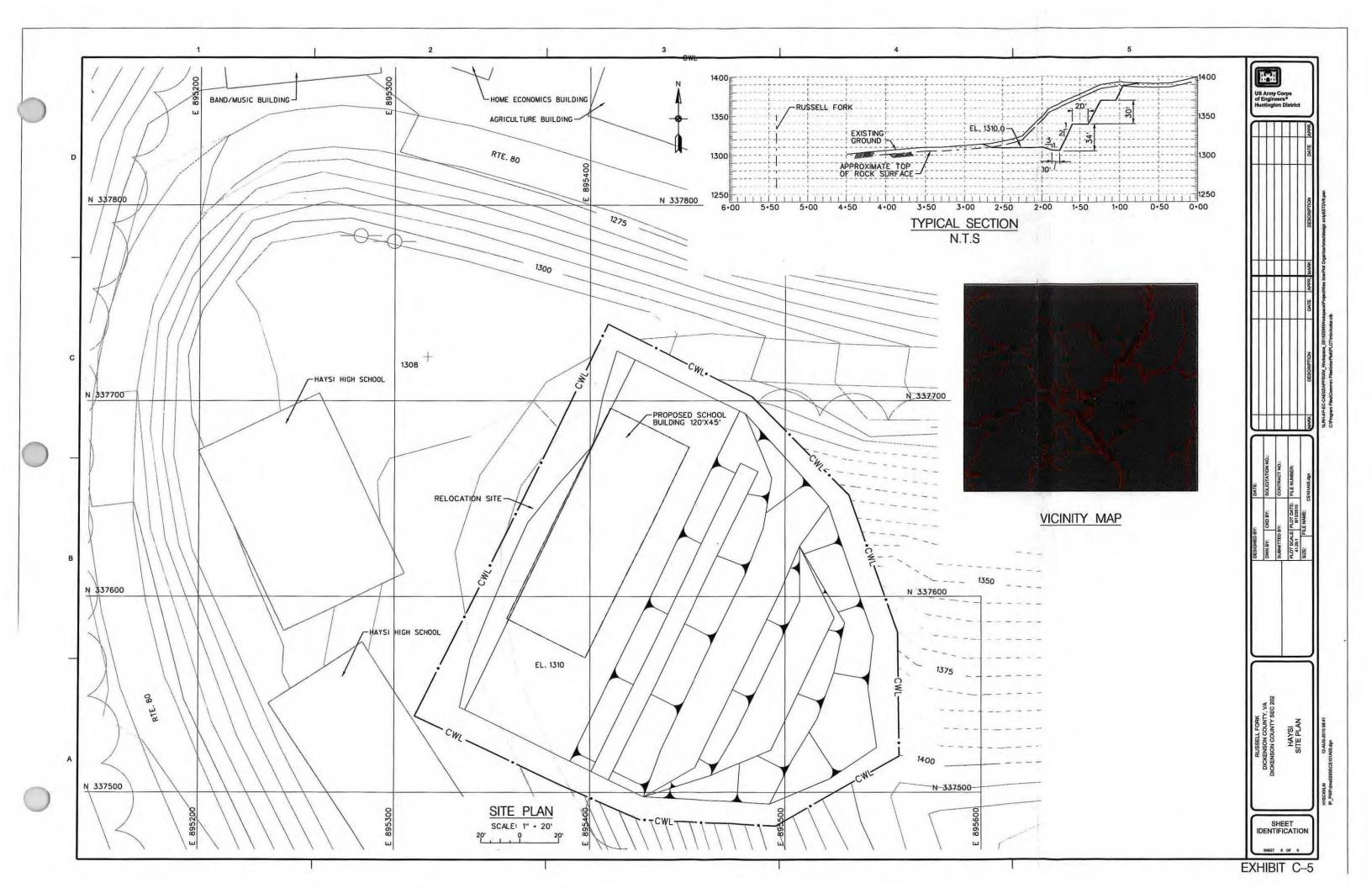
### Haysi High School



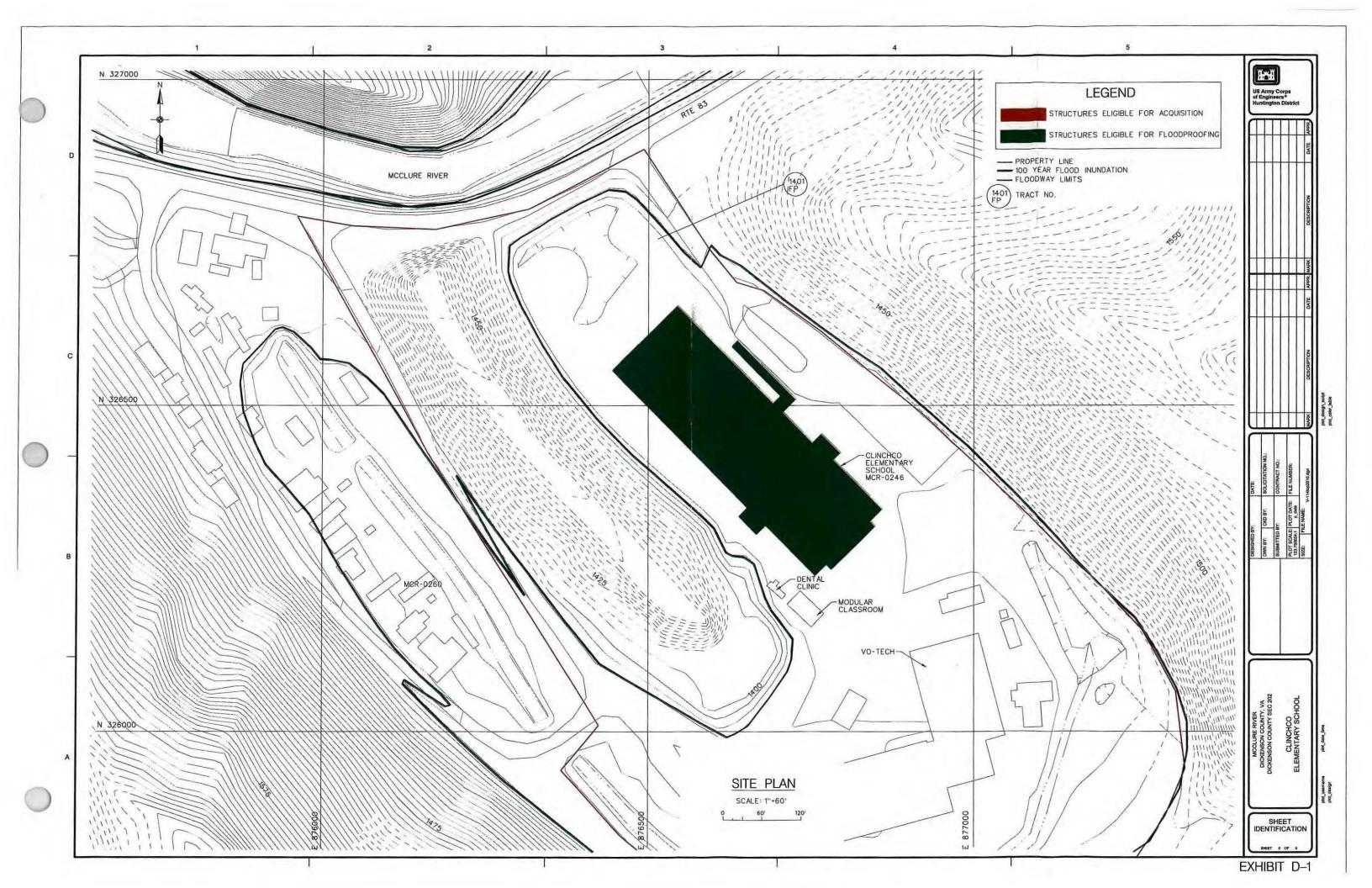
		gh Scho	lment: 258				+		+
I Gai 201	z Frojec	teu Emoi	illielli. 250					-	
								-	
		Number	Area (SF)	Total			-		1
Classrooms (Core)		rambor	7404 (01)	, otal				-	
English classrooms		0	700	0			+	+	+
Math classrooms		0	700	0				+	1
Social Studies classroo	ms	0	700	0			+	1	
Foreign Language classrooms		0	700	0			+	+	1
Science classrooms		0	1,000	0				1	1
Resource classrooms		0	700	0				1	
Subtotal (Core classrooms)		- 0	700	0				+	1
7.000	,							1	
Classrooms (General	)								
Health classrooms		0	800	0					
Art lab		1	1,400	1,400					
Art storage room		1	400	400					
Vocal music classroom		0	1,000	0					
Vocal music storage		0	150	0					
Instrumental band clas	sroom	1	1,600	1,600					
Band storage		1	400	400					
Business classroom		0	900	0					
Business office and sto	rage	0	250	0					
Keyboarding		0	1,200	0			1		
Distributive Education	classroom	0	750	0			4		
Home Econ. Classroon	n/lab	1	1,500	1,500					
Home Econ. Office		1	150	150					
Communications lab		0	1,500	0					
Production Shop		0	2,000	0					
Vocational lab/classroo	m	1	2,000	2,000					
Exploratory lab		0	1,600	0					
Computer lab		0	800	0					
Selfcontained special e	ducation	0	750	0					
Resource classroom		0	450	0					
Speech classroom		0	200	0					
Math lab		0	600	0					EXHIBIT C

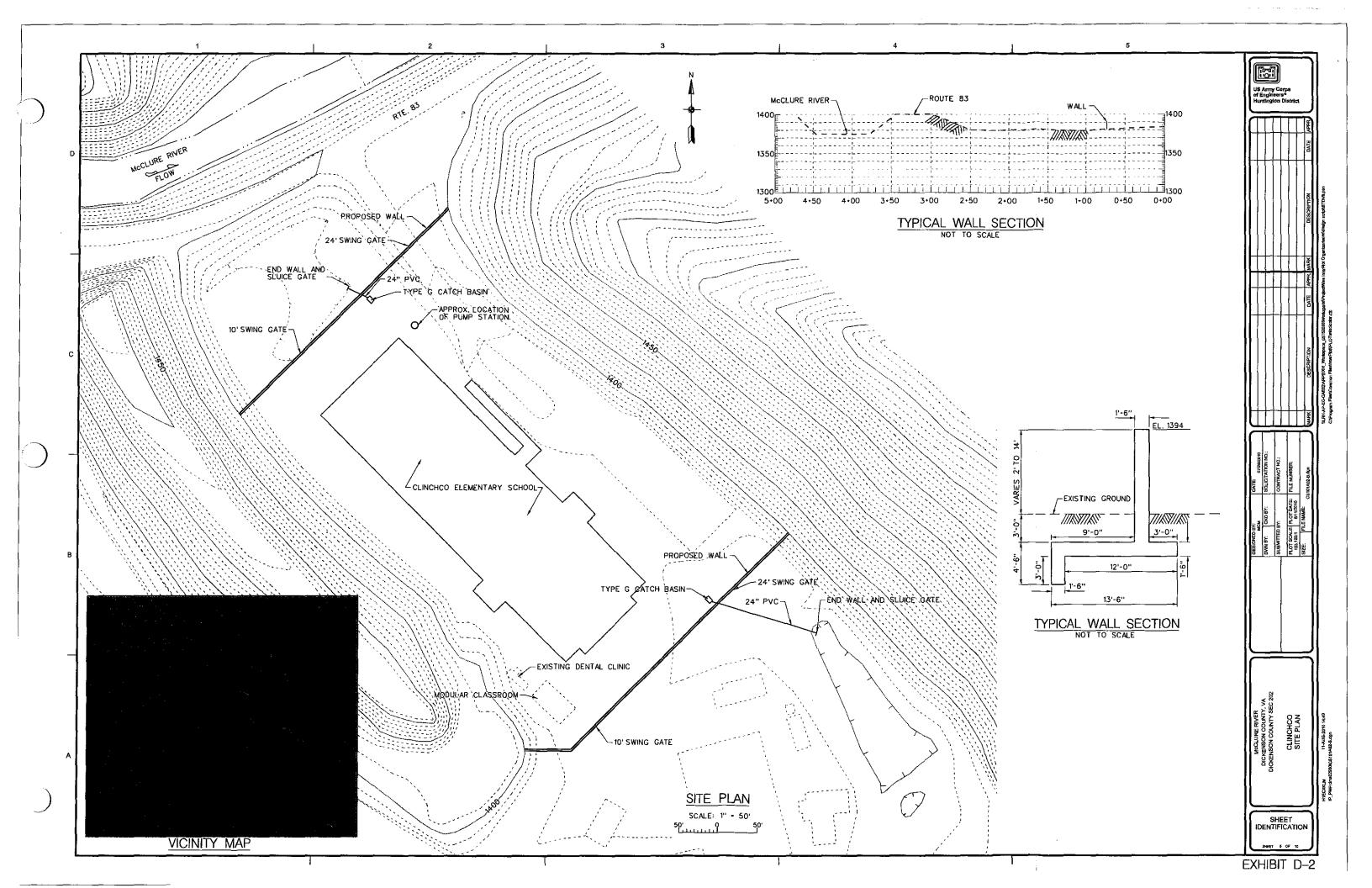
Reading lab	0	600	0							
Subtotal (General classrooms)			7,450							
Administrative (Core facilities)										
Principal's office	0	200	0						1	
Principal's secretary	0	100	0							
Assistant principal's office	0	150	0				-			
Secretaries office	0	60	0						-	
Guidance office		200						-		
	0		0			-				
General Waiting Reception	0	200	0							
Career Center	0	200	0							
Guidance reception	0	100	0							
Mailroom	0	200	0							
Books, supplies, storage	0	500	0							
Vault record storage	0	200	0							
Health suite	0	500	0							
General office toilets/closet	0	100	0							
Teacher team planning rooms	0	200	0							
Teacher lounge	0	150	0							
General conference room	0	200	0							
Student commons	0	1,000	0							
Subtotal (Administrative Core)			0							
Exceptional Education										
Exceptional classrooms	0	750	0							
Resource classrooms	0	400	0							
Testing room	0	100	0							
Psychologist office	0	100	0							
Itinerant office	0	100	0					3		العصميان
Conference room	0	150	0							
Subtotal (Exceptional Education)			0							
Auxiliary Support Facilities						-				
Technology support room	0	300	0							
Dining room (3) seatings	0	808		1/3 total er	rollment v	12 SF			1	
Kitchen serving areas	0	1,282		0 1000 + 1 SF x enrollment + 80 SF office						
Librarian's office	0	150	0						FY	IIBIT C-4

Staff, library work room			200 0						
Reading room				3 x enrollmer	nt				
Library multiuse/electronic	classro		20 0						
Audio visual storage			50 0						
Gymnasium		0 10,0							
Locker/shower/dressing roo	oms (2)	0 2,5						1	
Physical education storage			350 0						
*Auditoriium			084	its in 1 grade	x 8 SF + 40	000 SF for	storage, di	essing room	s, lobby
Stage		0 2,0	000 0						
Subtotal (Auxiliary Suppo	ort Facilities)		0						
Total			7,450						
Halls, toilets, HVAC @ 38%	6		2,831						
	•		2,001						
Grand Total			10,281						
			2						
				0					
									VUIDIT C
								E	KHIBIT C-

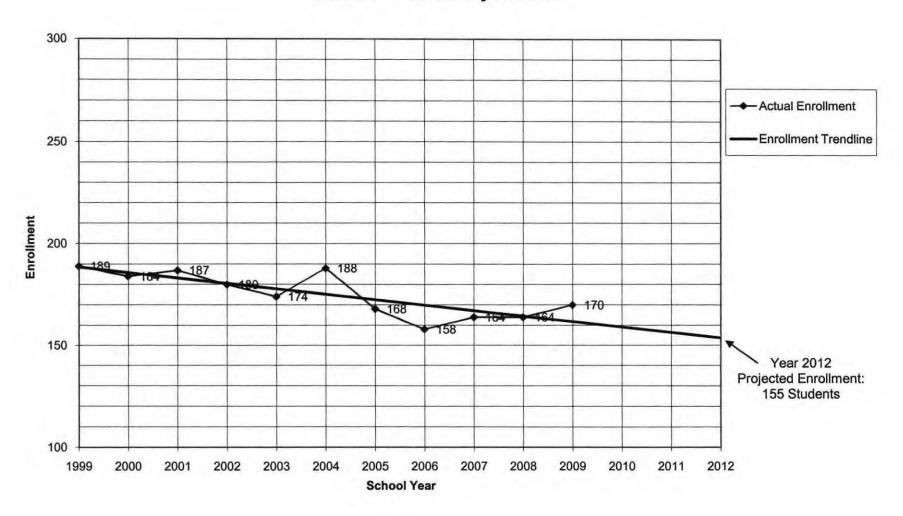


# APPENDIX D CLINCHCO ELEMENTARY SCHOOL EXHIBITS





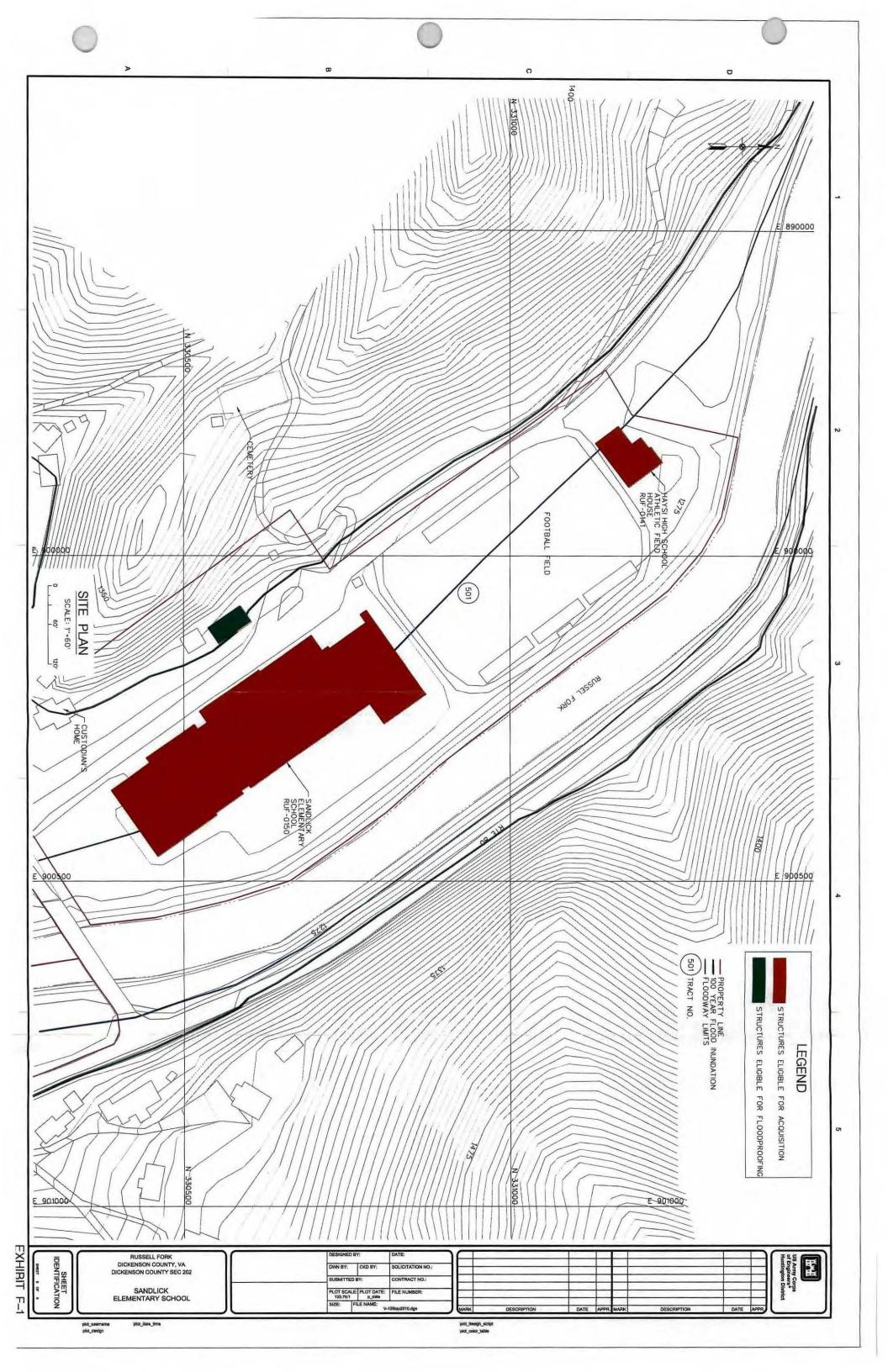
# **Clinchco Elementary School**



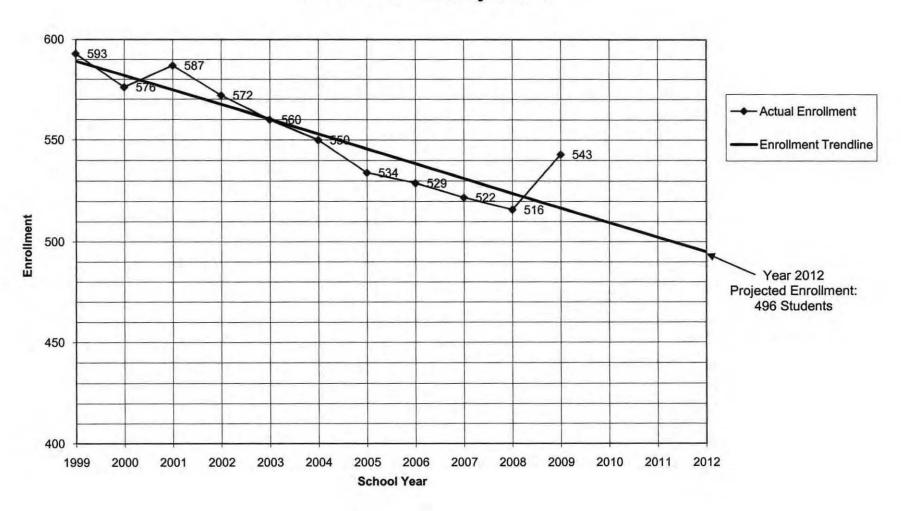
Replacement Clincho Year 2012 Project				 			+	
rear 2012 Projec	cted Emoi	intent. 155						1
	-							
	Number	Area (SF)	Total		+		-	-
Classrooms (Core)	rambor	7404 (01)	Total				+	
PK Const	1	975	975			+	+	
Kindergarten	1	975	975				+	
1st Grade	1	975	975			-		
2nd Grade	1	800	800					+
3rd Grade	1	800	800			-		+
4th Grade	1	800	800	 				
5th Grade	1	800	800					
6th Grade	1	700	700					
7th Grade	1		700					
Self Contained Spec. Ed.	1		800					
Science	2		2,400				1	
Subtotal (Core classrooms)		1,200	10,725				-	
oubtotal (core classicoms)			10,720				1	+
Classrooms (General)								
Health classrooms	1	800	800					
Art	1	1,200	1,200					
Music	1	1,000	1,000					
Business/computer	1	800	800					
Exploratory lab	1	1,600	1,600					
Business/computer	2	800	1,600					
Self Contained Spec Ed.	1	750	750					
Resource classroom	1	450	450					
Life Management	1	1,600	1,600					
Subtotal (General classrooms	)		9,800					
Administrative (Care facilities)								-
Administrative (Core facilities	1	200	200				-	
Principal's office Secretaries office			100			-	-	+
Guidance office	1		100				-	
	1	7.55	250				-	
General Waiting Reception	1		400					EXHIBIT D
Books, supplies, storage	1	400	400					EVUIDI1 F

Student record storage	1	200	200		
Health suite	1	400	400		
General office toilets/closet	1	100	100		
Teacher workroom	1	200	200		
Teacher team planning rooms	3	300	900		
Teacher lounge	1	250	250		
General conference room	1	200	200		
Itinerant office	1	100	100		
Technology Resource	1	100	100		
Finance Office	1	100	100		
Records vault	1	100	100		
Subtotal (Administrative Core)			3,700		
Auxiliary Support Facilities					
Technology support room	1	100	100		
Dining room (3) seatings	1	620		1/3 total enrollment x 12 SF	
Kitchen serving areas	1	1,235		1000 + 1 SF x enrollment + 80 SF office	
Table chair storage	1	400	400		
Librarian's office	1	150	150		
Staff, library work room	1	200	200		
Reading room	1	1,060	1,060	750 SF + 2 x enrollment	
Library multiuse/electronic classro	1	120	120		
Audio visual storage	1	150	150		
Gymtorium	1	8,000	8,000		
Locker/shower/dressing rooms (2)	2	1,500	3,000		
PE office with toilet	1	250	250		
Physical education storage	1	850	850		
Stage	1	1,700	1,700		
Subtotal (Auxiliary Support Faci	lities)		17,835		
Total			42,060		
Helle teilete HVAC @ 35%					
Halls, toilets, HVAC @ 35%			14,721		
Grand Total			56,781		
					EXHIBIT D-

# APPENDIX E SANDLICK ELEMENTARY SCHOOL EXHIBITS



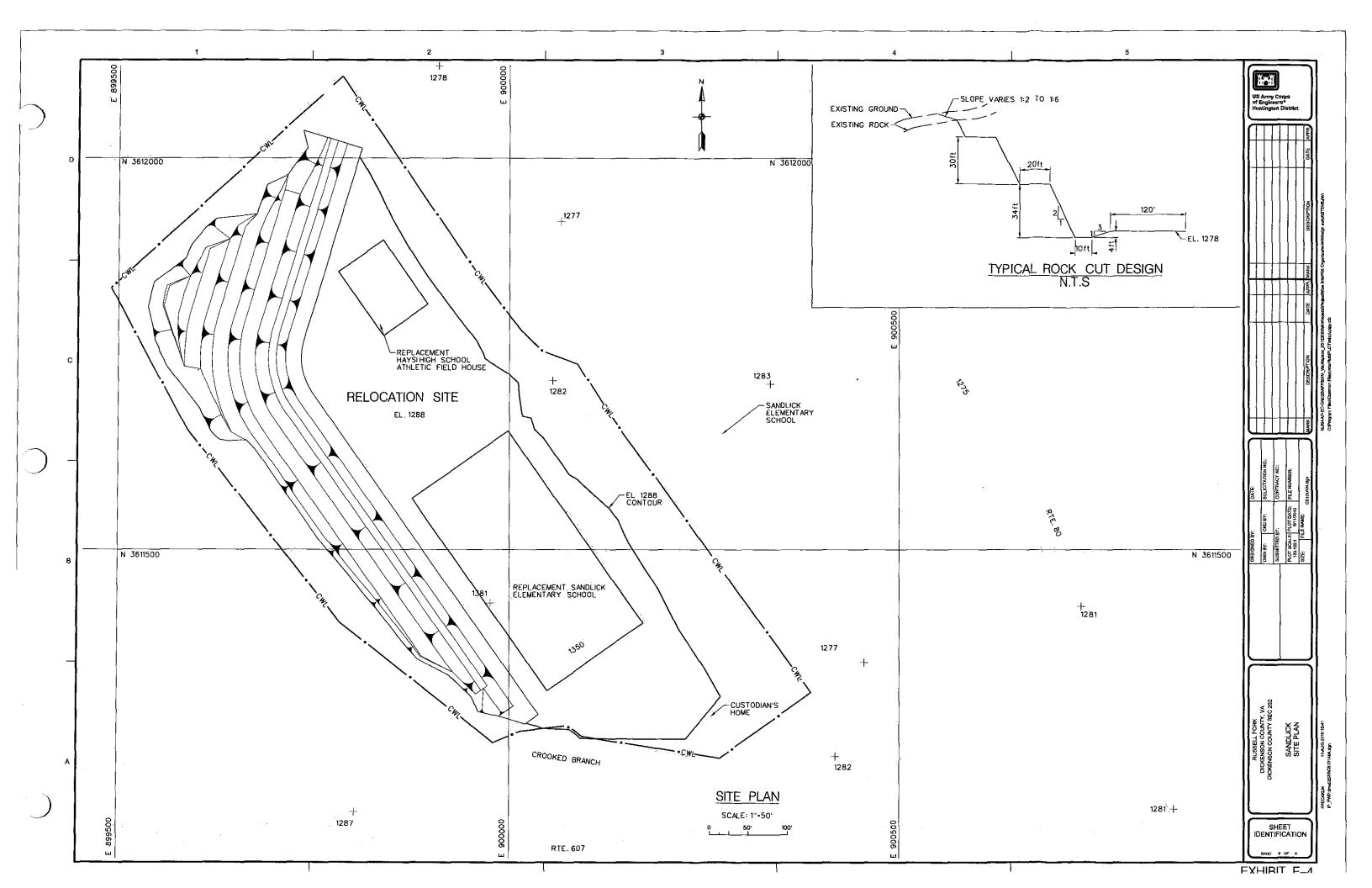
# **Sandlick Elementary School**



Replac	ement Sandlick					
	Year 2012 Project	ted Enrol	lment: 496			
		Number	Area (SF)	Total	Notes	
Classroon						
PK Special	l Ed	1	24500000	975		
PK		2		1,950		
Kindergarte	en	3	975	2,925		
1st Grade		3	975	2,925		
2nd Grade		3	800	2,400		
3rd Grade		3	800	2,400		
4th Grade		3		2,400		
5th Grade		3		2,400		
6th Grade		3		2,100		
7th Grade		3		2,100		
8th Grade		3		2,100		
	ined Spec. Ed.	2		1,600		
Science		3		3,600		
	Core classrooms)			29,875		
Classroon	ns (General)					
Health clas		1	800	800		
Art		1	1,200	1,200		
Music		1		1,000		
Business/c	computer	4	800	3,200		
Explorator	- Children 1 - Chi	1		1,600		
Resource		3		1,500		
Life Manag		1		1,600		
	General classrooms)			10,900		
	ative (Core facilities)			200		
Principal's		1	10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	200		
Secretaries		1		100		- 4
Guidance		1		100		
	aiting Reception	1	1995	250		
Books, sup	oplies, storage	1	800	800		EXHIBIT E-

Student record storage	е	1	200	200			
Health suite		1	300	300			
General office toilets/o	closet	1	100	100			
Teacher team plannin	g rooms	4	300	1,200			
Teacher lounge		1	250	250			
Teacher workroom		1	200	200			
General conference ro	oom	1	200	200			
Itinerant office		1	100	100			
Technology resource		1	100	100			
Finance office		1	100	100			
Records vault		1	100	100			
Subtotal (Administra	tive Core)			4,300			
	L						
Auxiliary Support Fa			400	400			
Technology support ro		1	100	100	4/0.4-1-1	\_	
Dining room (3) seating		1	1,984		1/3 total enrollment x 12 S		
Kitchen serving areas		1	1,576		1000 + 1 SF x enrollment	+ 80 SF office	
Table/chair storage		1	400	400			
Librarian's office		1	150	150			
Staff, library work roor	ņ	1	200	200			
Reading room		1	2,488		1000 SF + 3 x enrollment		
Library multiuse/electr	onic classro	1	120	120			
Audio visual storage		1	150	150			
Gymtorium		1	8,000	8,000			
Locker/shower/dressir	ng rooms (2)	2	1,500	3,000			
PE office with toilet		1	250	250			
Physical education sto	orage	1	850	850			
Stage		1	1,700	1,700			
Subtotal (Auxiliary S	upport Facil	ities)		20,968			
Total				66,043			
Halls, toilets, HVAC @	38%			25,096			
Grand Total				91,139			
							EXHIBIT E-3

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# APPENDIX F GOVERNMENT ESTIMATE

#### SECTION 202 FLOOD DAMAGE REDUCTION PROJECT DICKENSON COUNTY, VIRGINIA SCHOOL RELOCATIONS DDR AND

#### INDEPENDENT GOVERNMENT ESTIMATE

# APPENDIX F - GOVERNMENT ESTIMATE TABLE OF CONTENTS

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#### 1 Project Background

The Dickenson County Section 202 Flood Damage Reduction Project is proposed to be implemented by the Huntington District as part of an overall program to mitigate the effects of flooding within the Levisa Fork River Basin of West Virginia, Kentucky, and Virginia. The Dickenson County Schools eligible to participate in the project are located in the watershed of the Russell Fork and McClure Rivers. This report describes in detail project costs and schedule execution for all appropriate feature accounts associated the relocation plans for Ervinton High, Haysi High, Sandlick Elementary, and Clinchco Elementary Schools.

#### 1.1 School Relocation Plans for Flood Risk Reduction

This section of the narrative describes in general terms the flood risk management alternatives that have been selected by the PDT and included in the Government Estimate. For more detailed information regarding the relocation plans for each school facility see the main volume of this Relocations DDR. Further cost estimate details and quantity information may be found at the end of this appendix.

#### 1.1.1 Ervinton High School

The relocation plan for Ervinton High School includes development of a new school site directly adjacent to the existing school. A very large volume of bank excavation will be required while maintaining existing school facilities and function. New school construction will begin upon completion of site development and will include the necessary square footage to replace the existing school functions per the Virginia Department of Education facilities standards. Generally, provisions for furnishing such as computer equipment, chairs, tables, desks are not included in the scope of the Government Estimate. Finally, demolition of existing building participating in the relocation agreement will begin once existing school functions are effectively relocated to the new facilities. Sitework, building construction, and building demolition activities are assumed to be performed under separate construction contracts.

Also associated with Ervinton High School is the construction of new and expanded athletic sporting fields as required by the current VDOE guidelines for new high school facilities. These fields are assumed to include tennis courts, softball field, practice/drill field, hard surface ball courts, all located adjacent to the new school. A new football field and track complex will be required to be constructed offsite and planned to be developed over one of the planned spoil sites within a mile or two of the high school. The new football/track complex will consist of new utilities, grandstands, scoreboards, field turf, track surface, parking, and an athletic field house. The functions included in the new athletic field house include concessions, public restrooms, home/visitor locker rooms and showers, coach's office, weight training room, and equipment storage.

Critical cost items of concern for Ervinton High School include the following:

- Significant construction methodology and sequencing constraints create risk to the implementation cost and schedule.
- Environmental compliance, site acquisition, and haul distance associated with suitable spoil areas for the large volume of spoil material create a significant risk in cost and schedule.
- Athletic field development presents a significant amount of design uncertainty for the type of facilities required and the details for construction.
- A cemetery relocation will be required in order to accommodate the bank excavation as
  designed. Significant schedule and cost impacts are anticipated in coordinating grave
  relocation along with the potential for cultural historic investigations and mitigation.
- HTRW investigations have been completed at the site with some concern of leaking UST's near the existing bus garage. Construction activity will likely avoid any impacts in this area, however, potential impacts in delays and mitigation costs to the sponsor are possible.

#### 1.1.2 Sandlick Elementary School

The relocation plan for Sandlick Elementary School is very similar in scope to the Ervinton High School plan although approximately half of the bank excavation will be required. The excavation activity will still be a major effort. The construction sequencing and contract strategies are also anticipated to be similar to Ervinton.

Critical cost items of concern Sandlick Elementary School include the following:

- Significant construction methodology and sequencing constraints create risk to the implementation cost and schedule.
- Environmental compliance, site acquisition, and haul distance associated with suitable spoil areas for the large volume of spoil material create a significant risk in cost and schedule.
- A large cemetery relocation will be required in order to accommodate the bank excavation as designed. Significant schedule and cost impacts are anticipated in coordinating grave relocation along with the potential for cultural historic investigations and mitigation.

### 1.1.3 Haysi High School

The relocation plan for Haysi High School does not impact the main high school building, but rather several ancillary facilities including an agricultural shop, two home economics buildings, and a band building. A new building is proposed just above the existing high school building and parking lot that will house the function of all the ancillary facilities. Some bank excavation will be required to develop the footprint for the new building but relatively minor as compared to that of the Ervinton and Sandlick schools.

Also associated with Haysi High School is an Athletic Field House and a separate visitors locker room/storage facility both supporting the football field located offsite and actually adjacent to the Sandlick Elementary School. The functions of both facilities are proposed to be relocated into a single new structure sited above the football field and out of the floodway. The functions included in the new athletic building include concessions, public restrooms, home/visitor locker rooms and showers, coach's office, weight training room, and equipment storage.

Critical cost items of concern Haysi High School include the following:

- Significant construction methodology and sequencing constraints create risk to the implementation cost and schedule.
- HTRW investigations have been completed at the site with some concern of leaking above ground fuel tanks adjacent to the home economics buildings. The school will have the responsibility to remove any HTRW contamination prior to demolition of these structures. Risk remains to the project that schedule related cost impacts

#### 1.1.4 Clinchco Elementary School

The relocation plan for Clinchco Elementary School includes the construction of a ringwall around the existing school as the least costly alternative versus relocation. Design and contracting will be completed in-house. See Section 1.6 for relocation alternative comparisons and supporting cost detail.

Critical risk items of concern for Clinchco Elementary School include the following:

- Significant construction methodology and sequencing constraints create risk to the implementation cost and schedule.
- HTRW investigations have been completed at the site with major concerns of
  contamination existing in the groundwater likely leaching in from an old landfill above
  the school property. Construction activity will likely encounter contamination.
  Mitigation measures will likely be required of the school with potential schedule impacts
  as well as likely cost impacts due to reduced crew productivity due to precaution to
  worker safety and exposure.

#### 1.2 Cost Estimating Methodology

#### 1.2.1 General

The Government Cost Estimate for each of the school relocation plans has been prepared to an equivalent price level of 1 October 2010. The preparation of the cost estimate is in accordance with guidelines and policies included in: "ER 1110-1-1300 - Cost Engineering Policy and General Requirements, (26 March 1993)"; "ER 1110-2-1302 - Civil Works Cost Engineering, (15 Sept 2008)"; "EI 01D010, Construction Cost Estimates (1 Sept 1997)"; "EM 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II, (July 2007)"; and "EM 1110-2-1304, Civil Works Construction Cost Index System (CWCCIS), (31 March

2010)"; "ETL 1110-2-573, Construction Cost Estimating Guide for Civil Works, (30 Sept 2008)." The estimate was completed using the latest guidance from OCE concerning implementation of the Civil Works Breakdown Structure (CWBS) and Chart of Accounts.

Depending on the project feature being considered, the cost engineer would employ one of three distinctly different methods of estimating cost: 1) MII detailed bottoms up, 2) MEANS Square Foot cost models, and 3) MCACES cost models. Direct cost from each source estimate method were compiled into the master project estimate based on MII (MCACES Second Generation, 4.0) Factors that were considered in determining which method to use include availability of historical record, availability of reliable parametric estimating tools, and the general complexity and uniqueness of the particular project feature being considered. Table 1 summarizes the application of these various methods.

Building Construction

Building Demolition

Existing Buildings

All other features

Method of Costing

MEANS SF Cost Models

MCACES Cost Models

MII Detailed Bottoms Up

Table 1. Summary of Cost Methods Applied

#### 1.2.2 New Building Construction – RS MEANS Square Foot Cost Models

Unlike typical civil works projects, vertical construction remains fairly consistent and more readily predictable from site to site with only a few high level parameters to consider. The square foot cost models take advantage of this consistency in cost for the buildings to be relocated and utilize RS MEANS line items in a spreadsheet accordingly. Costs were developed from an RS MEANS 2010 square foot cost model similar to type of facility to be constructed and adjusted for specific building types and site conditions utilizing a MS Excel spreadsheet. The resulting direct construction cost for each building was then compiled into the master MII estimate file where the remaining contractor and owner markups were applied. Sitework developed by the PDT was estimated separately utilizing the MII Detailed "bottom-up" methodology.

#### 1.2.3 Building Demoliton - Cost models based on MCACES 5.31

LRH-developed cost models have been used since the mid 1990's to prepare cost estimates for the Section 202 floodproofing program. These models were originally developed in MCACES version 5.30 but currently reside in version 5.31. They contain detailed line items similar to a bottoms-up cost estimate; however, they have been designed as parametric line item and quantity estimating tools. As such, these models require only a few high level parameters in order to

calculate detailed quantities associated with individual cost line items. Labor rates were determined by market research comparing Davis Bacon wages for each primary construction location against the Bureau of Labor Statistics 75th percentile wages and applying the higher base wage of the two sources. Equipment rates are based from the 1999 MCACES equipment database and have been inflated by a factor developed from the average percentage rate increase for key construction equipment. The resulting direct cost for each building was then compiled into the master MII estimate file where the remaining contractor and owner markups were applied.

#### 1.2.4 All Other Features – Detailed Cost Development in MII version 4.0

This method used MII (MCACES the second generation) version 4.0 by applying unique crews to work items and obtaining material and supply quotes from prospective vendors/contractors where possible for significant cost items. In some instances, however, historical cost information has been used and documented accordingly. These historical references include past contract bid prices for projects of similar design and magnitude as well as recent government studies and cost estimates.

#### 1.2.4.1 Direct Costs

Direct costs are based on anticipated equipment, labor and materials necessary to construct this project. Direct costs have been calculated independent of the contractor assigned to perform the tasks. Following formulation of the direct cost, a determination is made as to whether the work would be performed by the prime contractor or a subcontractor.

#### 1.2.4.1.1 Labor - Wage Determination

Current Dickenson County, VA Davis-Bacon wages (General Decision Number VA20080064, 3/12/10) were obtained from the Department of Labor and established as the minimum for labor wages. Prevailing wage rates were determined by market research comparing Davis Bacon wages for each primary construction location against the Bureau of Labor Statistics 75th percentile wages and applying the higher base wage of the two sources. The base wage rate and taxable fringe were entered into MII and applied accordingly. Additional labor burdens are computed by MII based on the state and type of construction.

#### 1.2.4.1.2 Work Schedules & Overtime

The standard work schedule for the school relocation work is estimated to be 5 days/week single shift, 10 hours/shift. However, in order for a timely completion of the earthwork at Ervinton, Haysi, and Sandlick with minimal impacts to the function of the schools, alternate work schedule assumptions were made. During the schools' summer break contractors are anticipated to maximize production by working 6 days/week double shifts at 10hours/shift to allow morning and evening rock blasting. During the regular school year production must be cut back to

accommodate school functions and pedestrian safety achieving a single evening blast per day. The assumed work schedule during the school year is 6 day/week, single shift, 10 hours/day with some construction activity occurring during the dayshift and some potentially through the night.

#### 1.2.4.1.3 Productivity

General work productivity reduction has been added crew outputs assuming 1 hour lost production per shift, or 9 productive hours per shift. The reduction results in 9/10 hrs production, or 90% of the estimated crew outputs.

#### 1.2.4.1.4 Vendor Quotes

Vendor quotes have been acquired and documented in the MII estimate for the material and subbid prices associated with significant features of work.

#### 1.2.4.1.5 Sales Tax

All material pricing has been marked up for state and local sales tax applicable to Dickenson County, Virginia. The current total sales tax of 5% has been applied to material prices only.

#### 1.2.4.1.6 Crews

Project specific crews have been developed for use in estimating the direct costs of construction for items not estimated using quotes or historical cost information. Crew members consist of selected components of labor classifications and equipment pieces assembled to perform specific tasks. Productivity has been assigned to each crew reflective of the expected output per unit of measure for the specific activities listed in the cost estimate.

#### 1.2.4.1.7 Quantities

The civil site and structural quantity takeoffs were developed and detailed in accordance with the major features of work for this project as well as the associated sub-quantities for each of these features.

#### 1.2.4.2 Indirect Costs

#### 1.2.4.2.1 Prime Contractor

It is assumed that a construction contract will be awarded for each major project feature such as site development, building construction, and building demolition. The work associated with each of these potential contracts has been assigned to a prime contractor within the MII cost estimate. The markups associated with the prime contractor identified in MII are described below.

#### 1.2.4.2.2 Field Office Overhead

The indirect costs for field overhead are included as a percentage of the direct costs. Generally, 20% has been used for field overhead. This value represents the anticipated prime contractor field overhead costs for such items as project supervision, contractor quality control, contractor field office supplies, personal protective equipment, field engineering, and other incidental field overhead costs.

#### 1.2.4.2.3 Home Office Overhead

For home office overhead expense, the cost estimate includes an allowance applied as percentage of direct cost plus field overhead. Home office overhead includes items such as office rental/ownership costs, utilities, office equipment ownership/maintenance, office staff (managers, accountants, clerical, etc.), insurance, and miscellaneous. In reality, the range of home office overhead can be quite broad and depends largely on the Contractor's annual volume of work and the type of work that is generally performed by the contractor. In this case, a value of 8% was assumed for the prime contractor.

#### 1.2.4.2.4 Profit

Profit has been calculated using the profit weighted guidelines as described in ER 1110-2-1302 (15 Sept 2008) resulting in a rate of 10% for the prime contractor.

#### 1.2.4.2.5 Bond

Bond has been assumed to be 1% applied as a running percentage to the prime's own work only.

#### 1.2.4.3 Subcontractors

#### 1.2.4.3.1 Field Office Overhead

All subcontractor overhead costs are set to 15% of direct cost to account for such items as project supervision, contractor quality control, contractor field office supplies, personal protective equipment, field engineering, and other incidental field overhead costs. The exception is where the subcontractor has provided a quoted price including overhead. In that case, no additional markups have been included for subcontractor's overhead.

#### 1.2.4.3.2 Home Office Overhead

The cost estimate includes an allowance applied as percentage of direct cost plus field overhead for home office overhead expense. Home office overhead includes such items as office

rental/ownership costs, utilities, office equipment ownership/maintenance, office staff (managers, accountants, clerical, etc.), insurance, and miscellaneous. In reality, the range of home office overhead can be quite broad and depends largely on the Contractor's annual volume of work and the type of work that is generally performed by the contractor. In this case, a value of 4% was assumed for the subcontractor.

#### 1.2.4.3.3 Profit

All subcontractor profit margins have been calculated using the profit weighted guidelines as described in ER 1110-2-1302 (31 March 1994) resulting in a rate of 8% for the prime contractor. The exception is where the subcontractor has provided a quoted price including profit. In that case, no additional markups have been included for subcontractor's profit.

#### 1.2.4.3.4 Bond

Bond has been assumed to be 1% applied as a running percentage to the sub's own work only.

#### 1.2.4.4 Utility Contractors

Large utility work is typically executed by a utility company performing a design and supervisory role managing a construction contractor. Markups have been applied by treating the utility company as the prime contractor and the utility contractor as a subcontractor.

#### 1.2.4.4.1 Field Office Overhead

Utility companies are anticipated to carry a lower field office overhead applied as 5% of on top of the construction contractor's costs to account for such items as project supervision, contractor quality control, contractor field office supplies, personal protective equipment, field engineering, and other incidental field overhead costs. The field office overhead for the utility contractor has been applied as 15% of direct costs.

#### 1.2.4.4.2 Home Office Overhead

The cost estimate includes an allowance applied as percentage of direct cost plus field overhead for home office overhead expense. Utility companies are anticipated to carry a higher home office overhead due to the nature of this work requiring extensive engineering support and lower annual volume of work. In this case, a value of 80% was used for utility companies, while 4% was used for the utility contractor. Home office overhead includes such items as office rental/ownership costs, utilities, office equipment ownership/maintenance, office staff (managers, accountants, clerical, etc.), insurance, and miscellaneous.

#### 1.2.4.4.3 Profit

Both the utility company's profit and the performing contractors' profit of 10% has been applied based on historical rates from utility relocation contracts.

#### 1.2.4.4.4 Bond

Bond has been assumed to be 1% applied as a running percentage to the sub's own work only.

#### 1.2.4.5 Rationale for Contingency Values

Contingencies were assigned by the cost engineer based on the overall risk and/or uncertainty of each relocated school. Higher contingencies were assigned to the school plans with more design uncertainty t or a higher anticipated risk factor associated with construction. This allows the cost engineer greater freedom to apply more liberal contingencies to high risk cost items while maintaining lower contingencies on lower risk cost items. Applied contingency ranges from 5% for lower risk plans up to 15% for plans with the most uncertainty.

#### 1.3 Project Feature Accounts

The Dickenson County School Relocation Project estimate was prepared and organized according to the Civil Works Breakdown Structure (CWBS). As such, the estimate includes the following feature accounts:

#### 1.3.1 (01) Lands and Damages

The land and damages feature account includes costs for both permanent and temporary acquisitions. Temporary easements for staging and spoil sites are included along with permanent acquisitions for new school facilities. Relocation benefits and real estate administration costs are also included.

#### 1.3.2 (02) Relocations

This account represents the estimated costs to perform the relocation of the public facilities including site work, building construction, and demolition.

#### 1.3.3 (18) Cultural Resource Preservation

At the time of the preparation of this DDR, there are several potential areas anticipated to require cultural resource mitigation including historic structures, cemetaries, and excavation areas. Preliminary investigations were performed to indentify these potential areas. Costs for cemetary

relocation are included with the (02) Relocations account. A 1% of construction allowance has been included in the estimate for only the schools anticipated to include such activities.

#### 1.3.4 30) Planning, Engineering, and Design

The work covered under this account includes project management, final design, geotechnical and HTRW investigations, hydraulic modeling, preparation of plans, preparation of specifications, engineering during construction, advertisement, opening of bids, and contract award. The cost for this account has been estimated as a historical percentage as 10% through plans and specifications and 5% for engineering during construction.

#### 1.3.5 (31) Supervision and Administration

The work covered under this account includes contract supervision, contract administration, construction administration, technical management activities, and District office supervision and administration costs. The cost for this account has been estimated as a historical percentage as 7.5% through construction.

#### 1.4 Estimated Cost

The total Government Estimate for all school relocations at PL 1 October 2010 is \$96.3 million as shown in Table 2.

	Feature Account	Cost
01	Lands and Damages	\$962,000
02	Relocations	\$77,121,000
18	Cultural Resource Preservation	\$706,000
30	Engineering and Design	\$11,655,000
31	Supervision and Administration	\$5,828,000
Total		\$96,273,000

Table 2. Total Project Cost for Relocation Plan. PL - 1 Oct 2010.

### 1.5 Fully Funded Cost Estimate

The fully funded cost estimate including inflation over multiple years of implementation is \$101.8 million as shown in detail in Table 3 and in summary in Table 4. The PDT developed a project implementation schedule for the each school relocation plan. The fully funded table distributes the base level cost estimate across the appropriate years according to the schedule. The yearly totals are inflated by OMB cost factors which vary by feature account. These inflated yearly totals are summed to yield a total fully funded project cost. Figure 1 illustrates the distribution of Fully Funded Project Cost over the implementation schedule.

			Fiscal Year	No. of the last of		
School Feature Account	FY11	FY12	FY13	FY14	FY15	Grand T
Fully Funded (PL Oct-09)	Manual	Marita		NI WAR	T. ALEX	Grand I
CLINCHCO ELEMENTARY SCHOOL						
01 Lands and Damages	\$88,631					\$88
02 Relocations			\$6,218,586			\$6,218
30 Engineering and Design	\$419,760	\$513,040	40,2,0,000			\$932
31 Supervision and Administration	******	*******	\$466,400			\$460
CLINCHCO ELEMENTARY SCHOOL Total	\$508,391	\$513,040	\$6,684,986			\$7,70
ERVINTON HIGH SCHOOL	.,					
01 Lands and Damages	\$479,278					\$47
02 Relocations		\$12,015,004	\$18,022,506	\$10,012,503		\$40,05
18 Cultural Resource Preservation	\$319,500	\$79,875				\$39
30 Engineering and Design	\$3,026,813	\$1,210,725	\$908,044	\$908,044		\$6,05
31 Supervision and Administration		\$908,213	\$1,362,319	\$756,844		\$3,02
ERVINTON HIGH SCHOOL Total	\$3,825,591	\$14,213,816	\$20,292,868	\$11,677,391		\$50,00
HAYSI HIGH SCHOOL						
01 Lands and Damages	\$125,400				- 1	\$12
02 Relocations		\$1,993,904	\$1,631,376			\$3,62
18 Cultural Resource Preservation	\$29,040	\$7,260				\$3
30 Engineering and Design	\$329,340	\$137,225	\$82,335			\$54
31 Supervision and Administration		\$151,250	\$123,750			\$27
HAYSI HIGH SCHOOL Total	\$483,780	\$2,289,639	\$1,837,461			\$4,61
SANDLICK ELEMENTARY SCHOOL		SEQUENCE ASSESS.	A 10 A 20 E 10 A 10 B 2			*
01 Lands and Damages	\$269,129					\$26
02 Relocations	110 00000000000000000000000000000000000		\$8,168,205	\$12,252,308	\$6,806,838	\$27,22
18 Cultural Resource Preservation	\$216,200	\$54,050	****		, , , , , , , , , , ,	\$27
30 Engineering and Design	\$823,860	\$1,235,790	\$823,860	\$617,895	\$617,895	\$4,11
31 Supervision and Administration		74 7	\$617,895	\$926,843	\$514,913	\$2,05
SANDLICK ELEMENTARY SCHOOL Total	\$1,309,189	\$1,289,840	\$9,609,960	\$13,797,046	\$7,939,645	\$33,94
Fully Funded (PL Oct-09) Total	\$6,126,951	\$18,306,336	\$38,425,276	\$25,474,436	\$7,939,645	\$96,272
Funded						
CLINCHCO ELEMENTARY SCHOOL	Tarest Control					
01 Lands and Damages	\$88,631		120 Mars - 120			\$8
02 Relocations	w 25 2 2 2 2	1000 000	\$6,498,422			\$6,49
30 Engineering and Design	\$419,760	\$559,214				\$97
31 Supervision and Administration	2.015.07		\$530,763			\$53
CLINCHCO ELEMENTARY SCHOOL Total	\$508,391	\$559,214	\$7,029,186			\$8,09
ERVINTON HIGH SCHOOL	a special control					-
01 Lands and Damages	\$479,278	A CONTRACTOR OF THE AREA	*Chief Landson a reserve	Toll on the same of the same of		\$47
02 Relocations		\$12,339,409	\$18,833,519	\$10,633,278		\$41,80
18 Cultural Resource Preservation	\$319,500	\$82,032	ARABI SAGON ENTRE	Selfy Sylvenian and		\$40
				\$1,079,664		\$6,45
30 Engineering and Design	\$3,026,813	\$1,319,690	\$1,033,354	\$1,079,004		
	\$3,026,813	\$1,319,690 \$989,952	\$1,033,354 \$1,550,319	\$899,887		\$3,44
30 Engineering and Design	\$3,026,813 \$3,825,591					
30 Engineering and Design 31 Supervision and Administration		\$989,952	\$1,550,319	\$899,887		
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages		\$989,952 \$14,731,082	\$1,550,319 \$21,417,191	\$899,887		\$52,586 \$12
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations	\$3,825,591 \$125,400	\$989,952 \$14,731,082 \$2,047,740	\$1,550,319	\$899,887		\$52,586 \$125 \$3,752
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages	\$3,825,591	\$989,952 \$14,731,082	\$1,550,319 \$21,417,191	\$899,887		\$52,586 \$125 \$3,752
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design	\$3,825,591 \$125,400	\$989,952 \$14,731,082 \$2,047,740	\$1,550,319 \$21,417,191	\$899,887		\$3,440 \$52,586 \$125 \$3,752 \$36 \$572
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration	\$3,825,591 \$125,400 \$29,040 \$329,340	\$989,952 \$14,731,082 \$2,047,740 \$7,456	\$1,550,319 \$21,417,191 \$1,704,788	\$899,887		\$52,586 \$125 \$3,752 \$36
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total	\$3,825,591 \$125,400 \$29,040	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697	\$899,887		\$52,586 \$125 \$3,752 \$36 \$572
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration	\$3,825,591 \$125,400 \$29,040 \$329,340	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828	\$899,887		\$52,586 \$12 \$3,75 \$3,75 \$30 \$572 \$30
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total	\$3,825,591 \$125,400 \$29,040 \$329,340	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828	\$899,887		\$52,586 \$125 \$3,755 \$36 \$575 \$300 \$4,795
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total SANDLICK ELEMENTARY SCHOOL	\$3,825,591 \$125,400 \$29,040 \$329,340 \$483,780	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828	\$899,887	\$7,351,385	\$52,586 \$125 \$3,755 \$30 \$577 \$300 \$4,790 \$266
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total SANDLICK ELEMENTARY SCHOOL 01 Lands and Damages	\$3,825,591 \$125,400 \$29,040 \$329,340 \$483,780	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828 \$1,939,313	\$899,887 \$12,612,830	\$7,351,385	\$52,586 \$126 \$3,756 \$30 \$577 \$306 \$4,790 \$266 \$28,896
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total SANDLICK ELEMENTARY SCHOOL 01 Lands and Damages 02 Relocations	\$3,825,591 \$125,400 \$29,040 \$329,340 \$483,780 \$269,129	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863 \$2,369,634	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828 \$1,939,313	\$899,887 \$12,612,830	\$7,351,385 \$768,043	\$52,586 \$125 \$3,755 \$36 \$572 \$305
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total SANDLICK ELEMENTARY SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation	\$3,825,591 \$125,400 \$29,040 \$329,340 \$483,780 \$269,129 \$216,200	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863 \$2,369,634 \$55,509	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828 \$1,939,313 \$8,535,775	\$899,887 \$12,612,830 \$13,011,951	A. A	\$52,586 \$125 \$3,755 \$36 \$5775 \$300 \$4,792 \$266 \$28,895 \$277
30 Engineering and Design 31 Supervision and Administration ERVINTON HIGH SCHOOL Total HAYSI HIGH SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design 31 Supervision and Administration HAYSI HIGH SCHOOL Total SANDLICK ELEMENTARY SCHOOL 01 Lands and Damages 02 Relocations 18 Cultural Resource Preservation 30 Engineering and Design	\$3,825,591 \$125,400 \$29,040 \$329,340 \$483,780 \$269,129 \$216,200	\$989,952 \$14,731,082 \$2,047,740 \$7,456 \$149,575 \$164,863 \$2,369,634 \$55,509	\$1,550,319 \$21,417,191 \$1,704,788 \$93,697 \$140,828 \$1,939,313 \$8,535,775 \$937,553	\$899,887 \$12,612,830 \$13,011,951 \$734,677	\$768,043	\$52,58 \$12 \$3,75 \$3 \$57: \$30 \$4,79: \$26 \$28,89: \$27 \$4,61

School	ry - Dickenson Co School Feature Account	Estimate (PL OCT-10)		Contingonove	Project Cost	Escalation 5	coalation% E	ully Eundad C
naining FY10 thru Com		Estimate (PL OC 1-10)	Contingency	Contingency%	Project Cost	Escalation E	scalation % Fi	ully Funded Co
High Schools	piedoli							
ERVINTON HIGH	4 SCHOOL							
01	Lands and Damages	\$426,025	\$53,253	12.5%	\$479,278	\$0	0.0%	\$479.
02	Relocations	\$35,600,012	\$4,450,001	12.5%	\$40,050,013		4.9%	\$41,806.
18	Cultural Resource Preservation	\$355,000	\$44,375	12.5%	\$399,375	\$2,157	0.6%	\$401,
30	Engineering and Design	\$5,381,000	\$672,625	12.5%	\$6,053,625	\$405,896	7.5%	\$6,459
31	Supervision and Administration	\$2,691,000	\$336,375	12.5%	\$3,027,375	\$412,783	15.3%	\$3,440
	H SCHOOL Total	\$44,453,037	\$5,556,630	12.5%	\$50,009,666		5.8%	\$52,586
	10011002 10141	<b>***</b> ,*********************************	40,000,000	12.070	\$50,005,000	\$2,511,020	3.076	\$32,300
HAYSI HIGH SC	HOOL							
01	Lands and Damages	\$114,000	\$11,400	10.0%	\$125,400	\$0	0.0%	\$125
02	Relocations	\$3,295,710	\$329,571	10.0%	\$3,625,281	\$127,247	3.9%	\$3,752
18	Cultural Resource Preservation	\$33,000	\$3,300	10.0%	\$36,300	\$196	0.6%	\$36
30	Engineering and Design	\$499,000	\$49,900	10.0%	\$548,900	\$23,712	4.8%	\$572
31	Supervision and Administration	\$250,000	\$25,000	10.0%	\$275,000	\$30,690	12.3%	\$305
HAYSI HIGH SC	HOOL Total	\$4,191,710	\$419,171	10.0%	\$4,610,881	\$181,846	4.3%	\$4,792
High Schools Total		\$48,644,746	\$5,975,801	12.3%	\$54,620,547	\$2,758,874	5.7%	\$57,379
Elementary Schools	MENTARY SCHOOL							
01	Lands and Damages	\$234,025	\$35,104	15.0%	\$269,129	\$0	0.0%	\$269
02	Relocations	\$23,675,958	\$3,551,394	15.0%	\$27,227,351		7.1%	\$28,899
18	Cultural Resource Preservation	\$23,075,956	\$3,551,394	15.0%	\$270,250		755555	\$20,899
30			10 march 20 miles 10		The second secon	\$1,459	0.6%	
31	Engineering and Design Supervision and Administration	\$3,582,000	\$537,300	15.0%	\$4,119,300	\$491,844	13.7%	\$4,611
	MENTARY SCHOOL Total	\$1,791,000 <b>\$29,517,983</b>	\$268,650 <b>\$4,427,697</b>	15.0% <b>15.0%</b>	\$2,059,650 \$33,945,680	\$385,566 \$2,550,630	21.5% 8.6%	\$2,445 \$36,496
CLINCHOO ELE	MENTARY SCHOOL							
OLINCHCO ELE	Lands and Damages	\$80,025	\$8,606	10.8%	\$88,631	60	0.0%	\$88
02	Relocations	\$5,653,260	\$565,326	10.0%	\$6,218,586	\$0 \$279,836	4.9%	\$6,498
30	Engineering and Design	\$848,000	\$84,800	10.0%	\$932,800	\$46,174	5.4%	\$978
31	Supervision and Administration	\$424,000	\$42,400	10.0%	\$466,400	\$64,363	15.2%	\$530
	MENTARY SCHOOL Total	\$7,005,285	\$701,132	10.0%	\$7,706,417	\$390,373	5.6%	\$8,096
OLINORGO ELE	MENTART SCHOOL TOWN	\$1,000,285	<b>#701,132</b>	10.0%	\$1,700,417	\$3 <del>5</del> 0,373	3.0%	\$0,090
Elementary Schools To	tal	\$36,523,268	\$5,128,830	14.0%	\$41,652,098	\$2,941,003	8.1%	\$44,593
maining FY10 thru Com	pletion Total	\$85,168,014	\$11,104,630		\$96,272,644	\$5,699,876		\$101,972
ject Cost Thru Comple		\$85,168,014	\$11,104,630		\$96,272,644			\$101,972,

			F	iscalYear			
Contract	Feature Account	FY11	FY12	FY13	FY14	FY15	<b>Grand Total</b>
<b>CLINCHCO E</b>	LEMENTARY SCHOOL						
	01 Lands and Damages	100.0%					100.0%
	02 Relocations			100.0%			100.0%
	30 Engineering and Design	45.0%	55.0%				100.0%
	31 Supervision and Administration			100.0%			100.0%
ERVINTON H	IGH SCHOOL						
	01 Lands and Damages	100.0%					100.0%
	02 Relocations		30.0%	45.0%	25.0%		100.0%
	18 Cultural Resource Preservation	80.0%	20.0%				100.0%
	30 Engineering and Design	50.0%	20.0%	15.0%	15.0%		100.0%
	31 Supervision and Administration		30.0%	45.0%	25.0%		100.0%
HAYSI HIGH	SCHOOL						
	01 Lands and Damages	100.0%					100.0%
	02 Relocations		55.0%	45.0%			100.0%
	18 Cultural Resource Preservation	80.0%	20.0%				100.0%
	30 Engineering and Design	60.0%	25.0%	15.0%			100.0%
	31 Supervision and Administration		55.0%	45.0%			100.0%
SANDLICK E	LEMENTARY SCHOOL						
	01 Lands and Damages	100.0%					100.0%
	02 Relocations			30.0%	45.0%	25.09	6 100.0%
	18 Cultural Resource Preservation	80.0%	20.0%				100.0%
	30 Engineering and Design	20.0%	30.0%	20.0%	15.0%	15.0%	6 100.0%
	31 Supervision and Administration			30.0%	45.0%	25.09	6 100.0%

# Annual Funding Stream by Federal Fiscal Year Fully Funded Project Costs - Schools Relocation DDR, Dickenson County, VA Federal Fiscal Year Calendar (1 October - 30 September)

				Cost (\$10	00's)		
Cost Share Partner	Feature Account	FY11	FY12	FY13	FY14	FY15	Grand Total
Dickenson County (5% Cost Share							
Non-Federal	01 Lands and Damages	48					48
	02 Relocations		719	1,779	1,182	368	4,048
	18 Cultural Resource Preservation	28	7				35
	30 Engineering and Design	230	169	103	91	38	631
	31 Supervision and Administration		58	146	100	32	336
Dickenson County (5% Cost Share	) Total	306	953	2,028	1,373	438	5,099
USACE (95% Cost Share)	SELVED TO MAKE SELECT						
Federal	01 Lands and Damages	914		1 - 1			914
	02 Relocations		13,668	33,794	22,463	6,984	76,908
	18 Cultural Resource Preservation	537	138				674
	30 Engineering and Design	4,370	3,207	1,961	1,724	730	11,991
	31 Supervision and Administration		1,097	2,779	1,902	608	6,386
USACE (95% Cost Share) Total		5,821	18,109	38,534	26,088	8,321	96,874
Grand Total		6,127	19,062	40,562	27,461	8,759	101,973

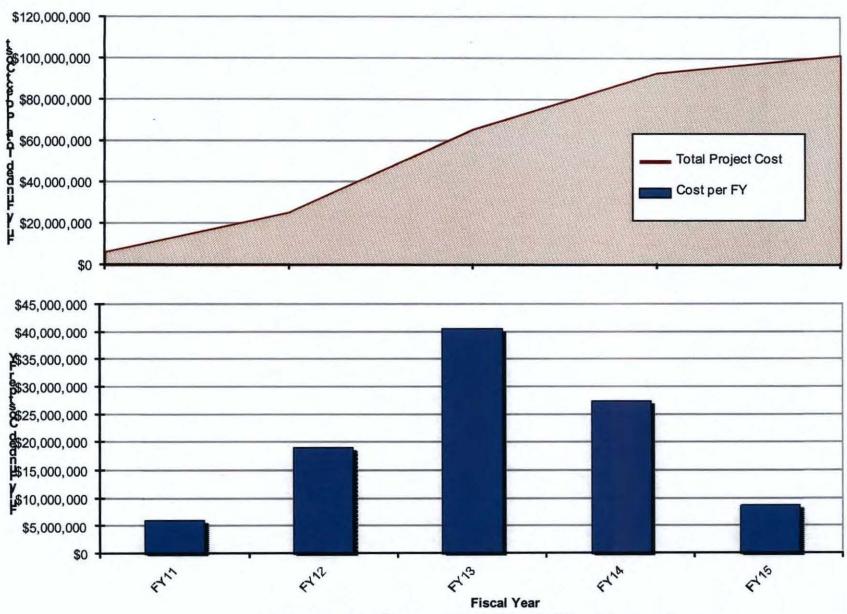


Figure A. Distribution of Fully Funded Total Project Cost

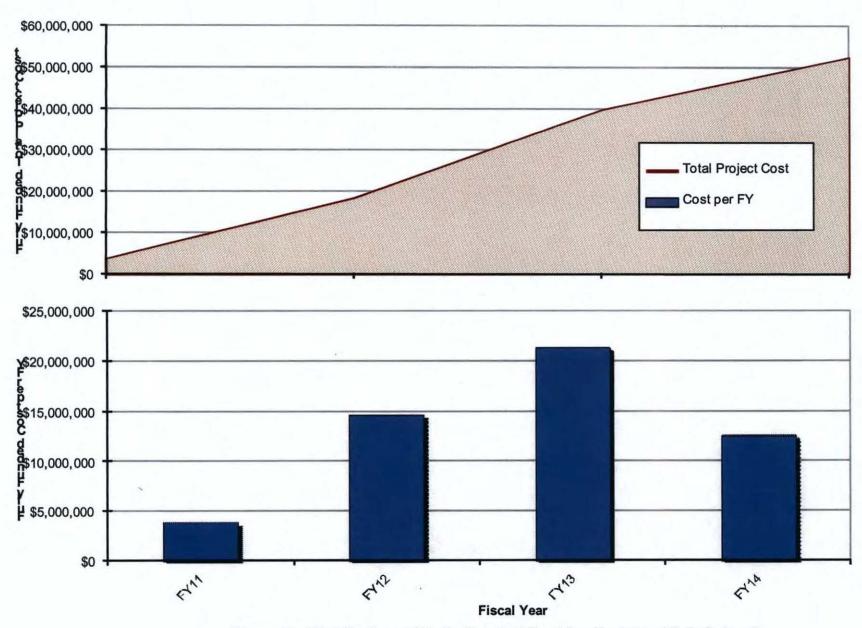


Figure B. Distribution of Fully Funded Cost for Ervinton High School

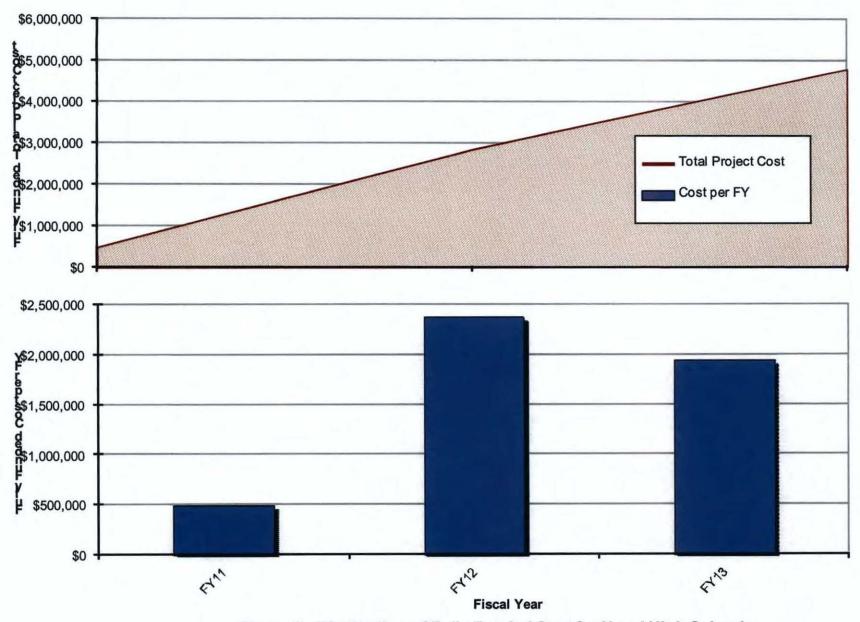


Figure C. Distribution of Fully Funded Cost for Haysi High School

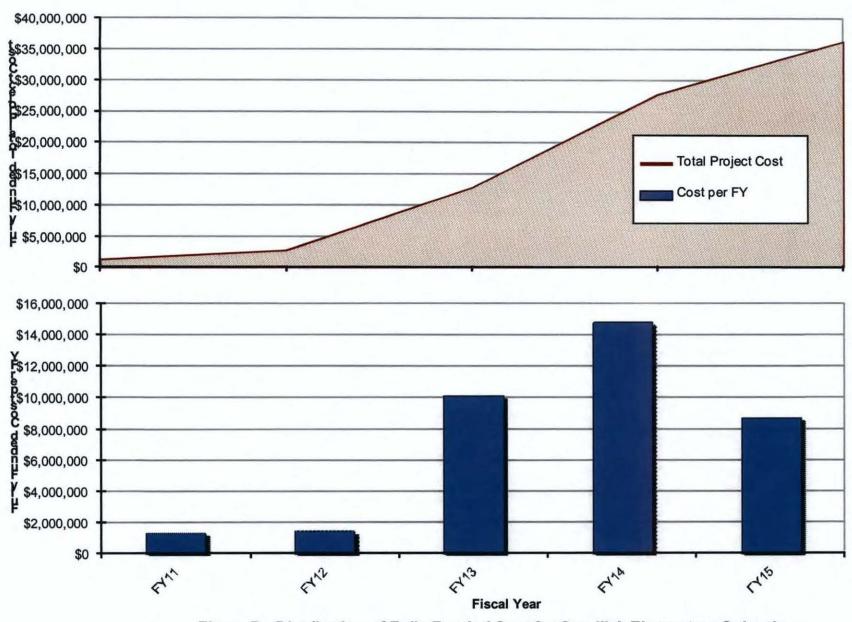


Figure D. Distribution of Fully Funded Cost for Sandlick Elementary School

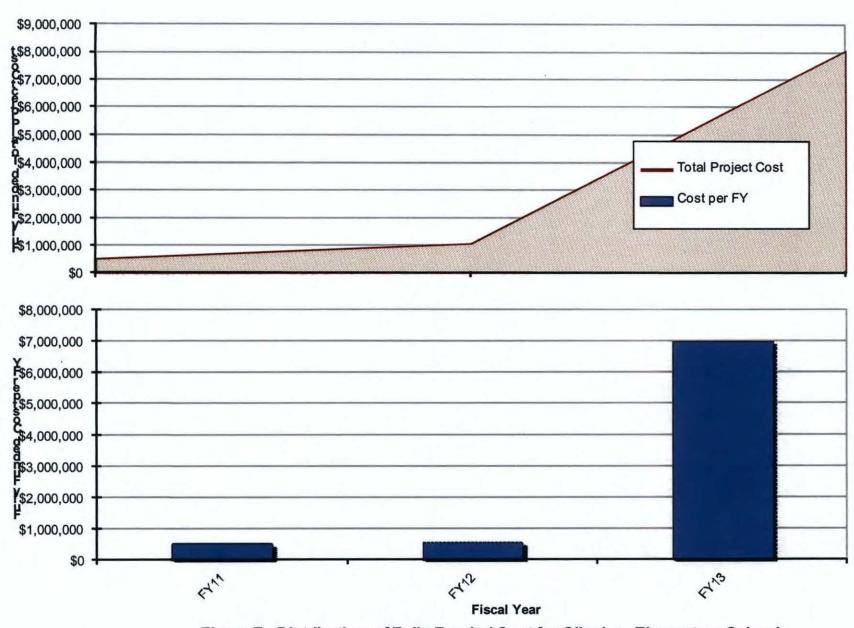


Figure E. Distribution of Fully Funded Cost for Clinchco Elementary School

#### 1.6 Clinchco Elementary School - Alternative Study

A ringwall is proposed to be constructed around Clinchco Elementary School as the least costly alternative versus relocation. Design and contracting will be completed in-house. Table 6 presents the summary cost comparison between the two alternatives. Additional information follows supporting the cost development of the new school alternative. See Section 1.7 Detailed MII Cost Reports for further detail regarding the ringwall alternative.

Table 6. Clinchco Elementary School - Relocation Alternative Study

Feature Account	Ringwall	New School
CLINCHCO ELEMENTARY SCHOOL		
01 Lands and Damages	\$88,631	\$0
02 Relocations	\$6,218,586	\$31,036,037
30 Engineering and Design	\$932,800	\$10,863,000
31 Supervision and Administration	\$466,400	\$2,328,000
Total Alternative Costs (PL-Oct-10)	\$7,706,417	\$44,227,037

#### Dickenson County, VA Section 202 Project

	1	Refocation (	of							
	Clinche	) Elementa:	y School							
	RS MEANS 2010 SF Building Costs -	Elementary S	School, 1-s	tory brick	face/CMU	backup		! i		:
f New Building -	<b>56.781</b>	Unit	Umit Coss	Cost Per S.F.	Total Direct	25% Overhead	Sub-Total	25% Comingency	Total	Festa Accept
Stories =	<b>1</b>		!		C=21	at ridii				Accoun
Megane I			r	f						
Stendard Foundations	Pouned concrete; strip and spread focusings	S.F. Ground	5.03	5.03	285,608 269 142	71,402 67.285	357,011	89,253 94 107	446,263	02
Basement Excavation	Site preparation for slab and trench for foundation wall and foo	S.F. Ground	0.17	0.17	9,653	2,413	12,066	3,016	15,082	0,2
Basement Walls	d foundation wall	LF. Wall	\vec{6008\vec{7}	/8.00	4,428,918	1,10/_230	5,536,148	1,384,037	6,920,184	02
						)				
treature: Roof Construction	Metal deck on open web steel joists	9.F. Roof	5.19	5.19	294,693	73,673	369,367	92,092	460,458	0.
r Clasures		-								1
Exterior Walls Exterior Windows	Face brick with concrete block backup (70% of wall)  Steel outward projecting (75% of wall)	=	30,65 696						964,390 403,433	0.
Enterior Docus	Metal and glass (5% of wall)	Each	3215.00	0.37	32,365	8,091	40,456	10,114	50,57)	0
p Roof Coverings	Single-ply membrane with flashing; polyisoryamurate insulation	S.F. Roof	7.78	7,78	441,756	110,439	<b>55</b> 2.195	138,049	690,244	02
in:				:		-				
Partitions	Concrete black - 20 S.F. Floor/L.F. Partition	S.F. Pantition	2.76	4.38	248,761	62,175	310,876	77,719	384,595	0
			7.17							
Wall Finishes	75% paint, 15% glazed coating, 10% ceramic tile	S.F. Surface	4.08	4.08	231,666	57,917	289,583	72,396	361,979	9
Floor Finishes Celling Finishes	61% vinyl composition tile, 25% campet, 10% terrazzo Mazieral fiber tile on concealed zee bers	S.F. Chiling	6.87	6.87	390,0 <b>05</b> 362,263			121,902 113,207	609, <b>50</b> 9 566,036	
#I			į			:				)
ES:			i			;				
hambing Fintures	Kitchen, bathroom fixtures, supply drainage - 1EA/625 S.F. Flo		6394	3.51	199,361	49,825	249,127		311,408	(
Rain Water Drainage	Roof drains	S.F. Roof	1.00	0.28	15,299	3,975	19,873	4,963	24,842	
Energy Supply Cooling Generating System	Oil fired hot water, wall fin radiation Split systems with air cooled condensing units	S.F. Floor S.F. Floor	9.73 12.60	9.73 12.6	495 <b>,69</b> 8 715,441	123,925 178,860	619,623 894,361	25 <b>4,90</b> 5 223,575	774 <b>,528</b> 3,117,876	. 0
ofection:										
Spinklers Handpipes	Sprinklers, light hazerd Standpipe	S.F. Floor S.F. Floor	2.33 0.30	2.33 0.30	132,300 17, <b>83</b> 4	33,075 4,259	163,375 21,293	41,344 5,323	206,718 26,616	0
al: Naminal Carries A.Therston	900 amount coming manufactured and Conders	SE Flore	1.41	1.87	Bh nct	20.015	100 077	75.010	124 006	
		S.F. Floor	9.91	9.91	562,780	140,675	703,375	175,844	879,216	
			3.37	3.37	19),352	47,938	239,190	59,797	298,987	
Other Electrical Systems		S.F. Floor	0.08	0.08	4,542			1,420	7,098	
ont & Furnishings:			i							
ostinuional Equipment	Challeboards	S.F. Floor	0.20	0.20	11,356	2,839	14,195	3,519	17,744	. (
nstitutional Equipment	Affactic Equipment	S.F. Floor	0.10	0.10	5,678	1,420	7,098	1,774	8.872	
nstinutional Equipment	Lockers	JOB	75,000,00	1.32	75,000	18,750	93,750	23,432	137,188	. (
		S.F.	5.15	0.34	19,495			5,092	30,461	
ult.				-				: 		
arthroak	Assume 1,000,000 CY @ \$8/CY direct cost	Job 2010	8,000,000.00	140.89	000,000,8		10,000,000	2,500,000	12,860,000	
		Job			100,000		128,000		184,280	
Mities	Sewage Treatment	Job	300,000.00	5.28	306,000	75,000	375,000	93,750	468,780	
Milities	Electric Service	Job Job	30,000,00	0.53	36,000	7,500	37,500	9,375	46,975	. (
Milies		Job 7	230,000.00	4.05	220,000	57,5 <b>00</b>	287,500	71,875	869,375	
		Job	5,000.00	0.09	5,000	1,250	6,250	1,563	7,813	
col kema;			:					<u> </u>		
and Acquisition	Acquire suitable site for new school, 13 usable acres after deve	13 A cre Site	100000,00	1.76	•	D/A	200,0 <b>00</b>	30,000.00	250,800	
	Coat per MP of Building			348,76	19,789,063	4,928,766	24,222,229	6,207,207	33,056,037	
				. :				E		-
	المراجع			-		-		30 Account = 31 Account =	2,828,000	
	Shortes = **  **Standard Foundarious Rab on Grade Saturnari Excavation Saturnari Excavation Saturnari Walls The Construction of Construction Walls Station Stati	RS MEANS 2010 SF Building Costs -  Stories = 1  Stories =	RS MEANS 2010 SF Building Costs - Elementary S  Stories = 1  Whitest  Sended Foundations have not open we seem to be a send of the send of	Stortes =   Land Contracts: strip and spread faceings   S.F. Ground   S.S. Wall   S.S. Statistics   S.S. Ground   S.S. Ground   S.S. Wall   S.S. Wall	Res Mariants  Stories = 1  Stor	RS MEANS 2010 SF Building Costs - Elementary School, 1-story brick face/CMU	Res   Marie   Section   Section	RS MEANS 2010 SF Building Coets - Elementary School, 1-story brick: fisce/CMU buckups   20,000   20,	Proc.   Proc	Proc Braidings

### 1.7 Detailed MII Cost Reports

Dickenso ounty, VA Section 202 Project

Print Date Fri 13 August 2010 Eff. Date 8/1/2010 School Relocations DDR

U.S. Army Corps of Engineers
Project : Dickenson Co School Relocation DDR Estimate

- INDEPENDENT GOVERNMENT ESTIMATE -

Typical work schedule = 5-10's

Work Productivity = 9/10 = 90%

Virginia State Sales tax = 5% (state & Local)

Time 08:45:50

Title Page

Estimated by CELRH-EC-TC

Designed by CELRH-EC-DC

Prepared by D. Maxey

Preparation Date 8/1/2010

Effective Date of Pricing 8/1/2010

Estimated Construction Time 1,825 Days

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# U.S. Army Corps of Engineers Project : Dickenson Co School Relocation DDR Estimate - INDEPENDENT GOVERNMENT ESTIMATE -

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# U.S. Army Corps of Engineers Project : Dickenson Co School Relocation DDR Estimate

Time 08:45:50

Markup Properties Page xxvi

## - INDEPENDENT GOVERNMENT ESTIMATE -

Direct Cost Markups Productivity Standard OT Standard Actual	Proc	egory luctivity rtime Hours/Shift 8.00 8.00	Shifts/Day 1.00 1.00	Method Productivity Overtime 1st Shift 8.00 10.00	2nd Shift 0.00 0.00	3rd Shift 0.00 0.00
Day Monday Tuesday Wednesday Thursday Friday Saturday Sunday	OT Factor 1.50 1.50 1.50 1.50 1.50 2.00		Working Yes Yes Yes Yes Yes Yes No		OT Percent 10.00	FCCM Percent (20.00)
Earthwork OT Summer Standard Actual	Ove Days/Week 5.00 6.00	rtime Hours/Shift 8,00 8,00	Shifts/Day 2.00 2.00	Overtime 1st Shift 8.00 10.00	2nd Shift 8.00 10.00	3rd Shift 0.00 0.00
Day Monday Tuesday Wednesday Thursday Friday Saturday Sunday	OT Factor 1.50 1.50 1.50 1.50 1.50 1.50 2.00		Working Yes Yes Yes Yes Yes Yes Yes Yes No		OT Percent 16.67	FCCM Percent (66.67)
Earthwork OT In-School Standard Actual	Ove Days/Week 5.00 6.00	rtime Hours/Shift 8.00 8.00	Shifts/Day 1.00 1.00	Overtime 1st Shift 8.00 10.00	2nd Shift 0.00 0.00	3rd Shift 0.00 0.00
Day Monday Tuesday Wednesday Thursday Friday Saturday Sunday	OT Factor 1.50 1.50 1.50 1.50 1.50 2.00		Working Yes Yes Yes Yes Yes Yes Yes Yos No		OT Percent 16.67	FCCM Percent (33.33)
Sales Tax MatiCost	Tax	Adj		Running % on S	elected Costs	

U.S. Army Corps of Engineers
Project : Dickenson Co School Relocation DDR Estimate

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#### - INDEPENDENT GOVERNMENT ESTIMATE -

Contractor Markups JOOH HOOH Profit Add'I Liability Ins Bond Excise Tax		Category JOOH HOOH Profit Allowance Bond Excise		Method Running %		
Owner Markups Escalation - 1 yr contract	StartDate 10/1/2010	Category Escalation StartIndex 723.44	EndDate 3/31/2011		dindex 725.68	Escalation 0.31
Escalation - 2 yr contract	StartDate 10/1/2010	Escalation StartIndex 723.44	EndDate 9/30/2011		dindex 729.68	Escalation 0.86
Excalation - 3 yr contract	StartDate 10/1/2010	Escalation StartIndex 723.44	EndDate 3/31/2012		dindex 736.77	Escalation 1.84
Contingency SIOH		Contingency SIOH		Running % Running %		

Time 08:45:50

Project Summary Page 1

Des	scription	Quantity	MOU	ContractCost	Contingency	Escalation	ProjectCost
Project Summary				85,168,014	11,104,630	0	96,272,644
CLINCHCO ELEMENTARY SCHOOL		1.00	LS	7,005,285	701,132	0	7,706,417
ERVINTON HIGH SCHOOL		1.00	LS	44,453,037	5,556,630	0	50,009,666
HAYSI HIGH SCHOOL		1.00	LS	4,191,710	419,171	0	4,610,881
SANDLICK ELEMENTARY SCHOOL		1.00	LS	29,517,983	4,427,697	0	33,945,680

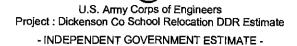
U.S. Army Corps of Engineers Project : Dickenson Co School Relocation DDR Estimate Time 08:45:50

Owner Costs Page 2

#### - INDEPENDENT GOVERNMENT ESTIMATE -

Description	Quantity	UOM	ContractCost	Contingency	Escalation	ProjectCost
Owner Costs			85,168,014	11,104,630	0	96,272,644
CLINCHCO ELEMENTARY SCHOOL	1.00	LS	7,005,285	701,132	Ō	7,706,417
01 Lands & Damages	1.00	EA	80,025	8,606	Ō	88,631
02 Relocations	1.00	LS	5,653,260	565,326	0	6,218,586
30 Engineering & Design	1.00	LS	848,000	84,800	0	932,800
31 Supervision & Adminstration	1.00	LS	424,000	42,400	0	466,400
ERVINTON HIGH SCHOOL	1.00	LS	44,453,037	5,556,630	0	50,009,666
01 Lands & Damages	1.00	EA	426,025	53,253	0	479,278
02 Relocations	1.00	LS	35,600,012	4,450,001	0	40,050,013
18 Cultural Resources	1.00	LS	355,000	44,375	0	399,375
30 Engineering & Design	1.00	LS	5,381,000	672,625	0	6,053,625
31 Supervision & Adminstration	1.00	LS	2,691,000	336,375	0	3,027,375
HAYSI HIGH SCHOOL	1.00	LS	4,191,710	419,171	0	4,610,881
01 Lands & Damages	1.00	EA	114,000	11,400	0	125,400
02 Relocations	1.00	LS	3,295,710	329,571	0	3,625,281
18 Cultural Resources	1.00	LS	33,000	3,300	0	36,300
30 Engineering & Design	1.00	LS	499,000	49,900	0	548,900
31 Supervision & Adminstration	1.00	LS	250,000	25,000	0	275,000
SANDLICK ELEMENTARY SCHOOL	1.00		29,517,983	4,427,697	0	33,945,680
01 Lands & Damages	1.00		234,025	35,104	0	269,129
02 Relocations	1.00	LS	23,675,958	3,551,394	0	27,227,351
18 Cultural Resources	1.00	-	235,000	35,250	0	270,250
30 Engineering & Design	1.00		3,582,000	537,300	0	4,119,300
31 Supervision & Adminstration	1.00	LS	1,791,000	268,650	0	2,059,650

Print Date Firms August 2010 Eff. Date 8/1/2010



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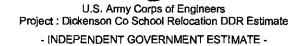
Time 08:45:50

Indirect Costs Page 3

Description	Quantity	UOM	DirectCost	SubCMU	CostToPrime	PrimeCMU	ContractCost
Indirect Costs			63,386,000	3,568,223	66,954,224	18,213,791	85,168,014
CLINCHCO ELEMENTARY SCHOOL	1.00	LS	5,304,384	5,776	5,310,161	1,695,124	7,005,285
01 Lands & Damages	1.00		80,025	0,,,0	80,025	0,000,124	80,025
02 Relocations	1.00		3,952,359	5,776	3,958,136	1,695,124	5,653,260
30 Engineering & Design	1.00		848,000	0,710	848,000	0,000,124	848,000
31 Supervision & Adminstration	1.00		424,000	ŏ	424,000	ŏ	424,000
ERVINTON HIGH SCHOOL	1.00		32,480,127	2,641,492	35,121,619	9,331,417	44,453,037
01 Lands & Damages	1.00		426,025	_,,,,,,,,	426,025	0,001,117	426,025
02 Relocations	1.00		23,627,102	2,641,492	26,268,594	9,331,417	35,600,012
18 Cultural Resources	1.00		355,000	_,0,.0_	355,000	0,557,111	355,000
30 Engineering & Design	1.00	-	5,381,000	Ō	5,381,000	Ō	5,381,000
31 Supervision & Adminstration	1.00		2,691,000	Ō	2,691,000	ō	2,691,000
HAYSI HIGH SCHOOL	1,00		3,166,395	45,656	3,212,050	979,659	4,191,710
01 Lands & Damages	1.00		114,000	0	114,000	0	114,000
02 Relocations	1.00	LS	2,270,395	45,656	2,316,050	979,659	3,295,710
18 Cultural Resources	1.00		33,000	0	33,000	0	33,000
30 Engineering & Design	1,00		499,000	0	499,000	Ō	499,000
31 Supervision & Adminstration	1.00		250,000	0	250,000	Ō	250,000
SANDLICK ELEMENTARY SCHOOL	1.00		22,435,094	875,299	23,310,393	6,207,590	29,517,983
01 Lands & Damages	1.00		234,025	0	234,025	0	234,025
02 Relocations	1.00		16,593,069	875,299	17,468,368	6,207,590	
18 Cultural Resources	1.00		235,000	0	235,000	0	235,000
30 Engineering & Design	1.00		3,582,000	Ō	3,582,000	0	3,582,000
31 Supervision & Adminstration	1.00	LS	1,791,000	0	1,791,000	Ō	1,791,000

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
Direct Costs	4.00			68,611.90	5,812,707	5,963,966	5,141,304	46,468,024	63,386,000
CLINCHCO ELEMENTARY SCHOOL	1.00	LS		5,938.88	721,204	371,616	837,592	3,373,973	5,304,384
041 - 1-0 -				0.00	0.00	0.00	0.00	80,025.00	80,025.00
01 Lands & Damages	1.00	ΕA		0.00	0	0	0	80,025	80,025
0				0.00	0.00	0.00	0.00	38,000.00	38,000.00
Construction Staging Areas	2.00	ŁA		0.00	0	. 0	0	76,000	76,000
USR Real Estate - Staging Site Easement	4.00	ACR		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	0.00 0	<i>10,000.00</i> 40,000	<i>10,000.00</i> <b>40,000</b>
USR Real Estate Admin Cost	2.00	EA		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	18,000.00 36,000	<i>18,000.00</i> 36,000
				0.00	0.00	0.00	0.00	4,025.00	4,025.00
PL 91-646 Relocation Assistance	1.00	EA		0.00	0	0	0	4,025	4,025
				0.00	0.00	0.00	0.00	4,025.00	4,025.00
USR Real Estimate - PL 91-646 Payments	1.00	EA		0.00	0	0	0	4,025	4,025
02 Relocations	1.00	LS		5,938.88	721,204	371,616	837,592	2,021,948	3,952,359
Mobilization and Demobilization	1.00	LS		33.65	4,772	12,247	0	0	17,019
				0.03	5.8 <b>5</b>	9.40	0.00	0.00	15.25
USR Hauling of Site Equipment	500.00	MI	MOB-15	15.87	2,925	4,699	0	0	7,624
USR Loading/Offloading of Site Equipment	4.00	EA	MOB-10	<i>4.44</i> 17.78	<i>461.76</i> 1,847	<i>1,887.09</i> 7,548	0.00 0	0.00 0	<i>2,348.85</i> 9,395
Utilities	1.00		IVIOD-10	27.78	1,480	2,214	6,485	37,500	47,679
Temp. Raise Telephone & Cable Line	1.00			0.00	0	-,	0,100	2,500	2,500
remp. Naise rejopnone a cabie cine	1.00			0.00	0.00	0.00	0.00	1,250.00	1,250.00
USR Temporarily Relocate Power & Cable Service Lines	2.00	EA		0.00	0	0	0.50	2,500	2,500
				0.00	0.00	0.00	0.00	2,000.00	2,000.00
Relocate Light Poles	2.00	EA		0.00	0	0	0	4,000	4,000
USR Relocate Light Poles	2.00	EA		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	0.00 0	<i>2,000.00</i> 4,000	<i>2,000.00</i> 4,000
Relocate Power Pole	1.00	LS		0.00	0	0	0	31,000	31,000
USR Demo Power Power Poles	3.00	) EA		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	0.00 0	<i>2,000.00</i> 6,000	<i>2,000.00</i> 6,000
USR Install New Service Pole	2.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	0.00 0	<i>7,500.00</i> 15,000	<i>7,500.00</i> 15,000





Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Install New Local Use Pole	2.00	EA		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 10,000	<i>5,000.00</i> 10,000
				11.11	591.89	885.72	2,667.00	0.00	4,144.61
Sanitary Sewer	1.00	EA		11.11	592	886	2,667	0	4,145
USR Sewer- Service Line Extension	200.00	LF	EXC-205	<i>0.06</i> 11.11	2.96 592	<i>4.43</i> 886	13.34 2,667	0.00 0	<i>20.72</i> 4,145
				11.11	591.89	885.72	3,150.00	0.00	4,627.61
Water Service	1.00	EA		11.11	592	886	3,150	0	4,628
USR Water - Service Line Extension	200.00	LF	EXC-205	<i>0.06</i> 11.11	2.96 592	<i>4.43</i> 886	<i>15.75</i> 3,150	<i>0.00</i> 0	23.14 4,628
				5.56	295.95	442.86	667.80	0.00	1,406.61
Natural Gas Service	1.00	EA		5.56	296	443	668	0	1,407
USR Gas - Service Line Extension	200.00	LF	EXC-205	<i>0.03</i> 5.56	1.48 296	2.21 443	3.34 668	<i>0.00</i> 0	7. <i>0</i> 3 1,407
				7.04	<i>856.23</i>	427,73	995,34	2,376.58	<i>4,655</i> .88
Ringwall Construction (~835 LF)	835.00	EΑ		5,877.46	714,952	357,154	831,107	1,984,448	3,887,662
Site Survey USR Site Survey	<b>1.00</b> 1.00		MOB-99	<b>166.66</b> 166.66	<b>22,473</b> 22,473	<b>0</b> 0	<b>2,625</b> 2,625	<b>0</b> 0	<b>25,098</b> 25,098
Environmental Protection	1.00	L\$		96.30	7,067	3,501	6,972	0	17,540
USR Furnish and Install Silt Fence	10,000.00	LF	Lab-50	<i>0.01</i> 74.07	<i>0.54</i> 5,436	<i>0.27</i> 2,693	0.42 4,200	0.00 0	1.23 12,329
USR Furnish and Install Straw Bale Dikes	400.00	LF	Lab-50	0.06 22.22	<i>4.08</i> 1,631	2. <i>0</i> 2 808	6.93 2,772	<i>0.00</i> 0	<i>13.03</i> 5,211
				0.00	0:00	0.00	0.00	5,000.00	5,000.00
Site Clearing & Grubbing	0.25	ACR		0.00	0	0	0	1,250	1,250
USR Site Clearing & Grubbing	0.25	ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 1,250	<i>5,000.00</i> 1,250
				4.16	601.75	299.13	33 <b>5</b> ,33	209.17	1,445.38
South T-Wall (9' Tall)	460.00	LF		1,915.43	276,806	137,599	154,253	96,218	664,874
				2.06	312.77	143.23	133.40	127.08	716.48
Concrete for T-Wall	730.00	CY		1,503.48	228,321	104,556	97,384	92,768	523,028
				1.55	2 <b>2</b> 3.40	91.78	133.40	0.00	448.59
Base Slab	423.40	CY		656.48	94,589	38,860	56,483	0	189,931
USR Concrete, 4000 psi	465.74	CY		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>121.28</i> 56,483	<i>0.00</i> 0	<i>121.28</i> 56,483

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Placing Concrete - Base Slab	423.40	CY	CONC-005	1.25 529.25	193.89 82,094	<i>87.48</i> 37,041	<i>0.00</i> 0	0.00 0	<i>281.38</i> 119,135
USR Finishing Concrete - Slab	14,647.50	SF	CONC-018	<i>0.01</i> 104.62	<i>0.70</i> 10,275	<i>0.0</i> 3 510	<i>0.00</i> 0	0.00 0	<i>0.74</i> 10,785
USR Cleaning & Prep - Slab	5,425.00	SF	CONC-020	0.00 22.60	<i>0.41</i> 2,220	<i>0.24</i> 1,309	<i>0.00</i> 0	0.00 0	<i>0.65</i> 3,529
Wall Stem	306.60	CY		2.76 <b>847.00</b>	<i>4</i> 36.18 <b>133,732</b>	214.27 <b>65,697</b>	133.40 <b>40,901</b>	<i>302.57</i> <b>92,768</b>	1,086.42 <b>333,097</b>
USR Forming Decorative Concrete - Wall	19,530.00	SF	CONC-010	<i>0.02</i> 361.67	2.67 52,093	1.53 29,896	0.00	<i>4.75</i> 92,768	8.95 174,757
USR Concrete, 4000 psi	337.26	CY		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>121.28</i> 40,901	0.00 0	<i>121.28</i> 40,901
USR Placing Concrete - Wall	306.60	CY	CONC-005	1.11 340.67	172.35 52,842	77.76 23,842	0.00	0.00 0	250.11 76,685
USR Finishing Concrete - Wall	19,530.00	SF	CONC-015	<i>0.01</i> 144.67	1.47 28,796	<i>0.61</i> 11,958	<i>0.00</i> 0	0.00 0	2. <i>0</i> 9 40,755
Oh al faa T Wall	00 550 00			0.00	0.41	0.23	0.47		1.11
Steel for T-Wall	98,550.00	LB		243.33	40,339	22,295	46,565	0	109,198
USR Furnish & Install Reinforcing Steel	98,550.00	LB	CONC-012	0.00 243.33	<i>0.41</i> 40,339	0.23 22,295	<i>0.47</i> 46,565	0	<i>1.11</i> 109,19 <b>8</b>
				0.17	6.95	9.90	0.00		20.61
Structural Excavation	920.00	CY		157.12	6,398	9,112	0	3,450	18,960
USR Structural Excavation	920.00	BCY	EXC-206	<i>0.05</i> 46.00	<i>1</i> .33 1,225	<i>1.61</i> 1, <b>48</b> 3	<i>0.00</i> 0	<i>0.00</i> 0	2.9 <i>4</i> 2,708
USR Temporary Shoring & Bracing	46.00	EA	EXC-205	<i>1.25</i> 57.50	<i>66.59</i> 3,063	99. <i>64</i> 4,584	<i>0.00</i> 0	75.00 3,450	<i>241.23</i> 11,097
USR Hauling Crew, 12 CY Trucks	110.74	EA	Haul-10	<i>0.42</i> 46.14	<i>11.14</i> 1,233	15.12 1,675	<i>0.00</i> 0	0.00 0	<i>26.26</i> 2,908
USR Spread & Compact Spoil Material	1,196.00	LCY	GRD-50	0.01 7.48	<i>0.73</i> <b>87</b> 6	<i>1.15</i> 1,371	<i>0.00</i> 0	<i>0.00</i> 0	1.88 2,247
				0.01	1.90	1.78	11.20		14.88
Structural Impervious Backfill	920.00	CY		11.50	1,747	1,636	10,304	0	13,688
USR Structural Impervious Backfill	920.00	BCY	GRD-60	<i>0.01</i> 11.50	1.90 1,747	<i>1.78</i> 1,636	. <i>0.00</i> 0	<i>0.00</i> 0	3. <i>68</i> 3,384
USR Structural Impervious Backfill Materal Only	1,226.67	LCY		0.00 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>8.40</i> 10,304	<i>0.00</i> 0	<i>8.40</i> 10,304
				4.67	685.84	338.86	390.49	254.88	1,670.07

Time 08:45:50

Description		UOM	CrewTag	Duration	DìrectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
North T-Wall (14' Tall)	375.00	LF		1,752.72	257,191	127,072	146,433	95,580	626,276
				2.00	303.77	139.86	133.40	132.53	709.56
Concrete for T-Wall	700.00	CY		1,397.20	212,641	97,905	93,382	92,768	496,695
				1.44	204.73	82. <i>4</i> 8	133.40	0.00	420.61
Base Slab	343.00	CY		494.20	70,222	28,290	45,757	0	144,269
USR Concrete, 4000 psi	377.30	CY		<i>0.00</i> 0.00	0.00 0	0.00 0	121.28 45,757	0.00 0	<i>121.28</i> 45,757
USR Placing Concrete - Base Slab	343.00	CY	CONC-005	<i>1.11</i> 381.11	<i>172.35</i> 59,116	<i>77.76</i> 26,673	0.00 0	0.00 0	<i>250.11</i> 85,789
USR Finishing Concrete - Slab	14,647.50	SF	CONC-018	<i>0.01</i> 93.00	<i>0.62</i> 9,133	0.03 453	<i>0.00</i> 0	0.00 0	<i>0.65</i> 9,586
USR Cleaning & Prep - Slab	5,425.00	SF	CONC-020	0.00 20.09	<i>0.36</i> 1,973	<i>0.21</i> 1,164	0.00 0	0.00 0	<i>0.58</i> 3,137
SSIT GIOLINING CT TOP GIAD	0,720.00	<b>O</b> I	00110 020	2.53	398.93	195.00	133.40	259.85	987.19
Wali Stem	357.00	CY		903.00	142,418	69,616	47,625	92,768	352,426
USR Forming Decorative Concrete - Wall	19,530.00		CONC-010	<i>0.02</i> 361,67	2.67 52,093	1.53 29,896	0.00	<i>4.75</i> 92,768	8.95 174,757
USR Concrete, 4000 psi	392.70	CY		<i>0.00</i> 0.00	0.00 0	0.00 0	121,28 47,625	0.00 0	<i>121.28</i> 47,625
USR Placing Concrete - Wall	357.00	CY	CONC-005	1,11 396.67	<i>17</i> 2.35 61,529	<i>77.76</i> 27,761	0.00 0	0.00 0	<i>250.11</i> 89,290
USR Finishing Concrete - Wall	19,530.00	SF	CONC-015	0.01 144.67	<i>1.47</i> 28,796	<i>0.61</i> 11,958	<i>0.00</i> 0	. 0.00 . 0	2. <i>0</i> 9 40,7 <b>5</b> 5
				0.00	0.41	0.23	0.47	0.00	1.11
Steel for T-Wall	94,500.00	LB		233.33	38,681	21,378	44,651	0	104,711
USR Fumish & Install Reinforcing Steel	94,500.00	LB	CONC-012	0.00 233.33	<i>0.41</i> 38,681	<i>0.2</i> 3 21,378	<i>0.47</i> 44,651	<i>0.00</i> 0	1.11 104,711
				0.15	6.14	8.80	0.00	3.75	18.69
Structural Excavation	750.00	CY		113.85	4,603	6,603	0	2,813	14,018
USR Structural Excavation	750.00	BCY	EXC-206	0.04 33.33	1.18 888	<i>1.43</i> 1,074	0.00 0	0.00 0	<i>2.62</i> 1,962
USR Temporary Shoring & Bracing	37.50	EA	EXC-205	1.11 41.67	59.19 2,220	88.57 3,321	0.00	75.00 2,813	222.76 8,354
USR Hauling Crew, 12 CY Trucks	90.28	EA	Haul-10	<i>0.37</i> 33.44	9.53 860	<i>13.44</i> 1,213	<i>0.00</i> 0	<i>0.00</i> 0	<i>22.97</i> 2, <b>07</b> 4
				0.01	<b>0.6</b> 5	1.02	0.00	0.00	1.67



Description USR Spread & Compact Spoil Material	Quantity UOM 975.00 LCY	CrewTag GRD-50	Duration 5.42	DirectLabor 635	DirectEQ 993	DirectMatl 0	DirectSubBid 0	DirectCost 1,628
carr opiona a compani opini maiona.	0.0.00 20.	5.15 00	0.01	1.69	1.58	11.20	0.00	1,028
Structural Impervious Backfill	750.00 CY	÷	8.33	1,266	1,186	8,400	0	10,852
·			0.01	1.69	1.58	0.00	0.00	3.27
USR Structural Impervious Backfill	750.00 BCY	GRD-60	8.33	1,266	1,186	0	0	2,452
USR Structural Impervious Backfill Materal Only	1,000.00 LCY		0.00 0,00	<i>0.00</i> 0	<i>0.00</i> 0	<i>8.40</i> 8,400	0.00 0	<i>8.40</i> 8,400
			7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seed, Fertilize & Mulch	1.00 ACR		7.41	321	148	1,575	0	2,043
USR Seeding, Fertilziing & Mulch	1.00 ACR	Lab-50	<i>7.41</i> 7.41	<i>320.64</i> 321	<i>147.74</i> 148	<i>1,575.00</i> 1,575	<i>0.00</i> 0	2,043.37 2,043
Maintaining Traffic	1.00 LS		1,200.12	51,396	0	0	0	51,396
USR Flagging Crew	120.00 DAY	Lab-02	<i>10.00</i> 1,200.12	<i>428.30</i> 51,396	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>428.30</i> 51,396
			0.04	5.21	8.15	39.06	0.00	52.42
10" Aggregate Base	3,300.00 CY		146.67	17,196	26,897	128,898	0	172,991
USR Fumish & Place DGA Stone	6,600.00 TON	GRD-50	<i>0.02</i> 146.67	2.61 17,196	4.08 26,897	<i>19.5</i> 3 128,898		<i>26.21</i> 172,991
			0.02		4.08	9.98	90.00	106.66
4" Bit Base Course	2,640.00 TON		58.67	6,878	10,759	26,334	237,600	281,571
USR Furnish & Place Asphalt	2,640.00 TON	GRD-50	<i>0.02</i> 58.67	2.61 6,878	<i>4.08</i> 10,759	9. <i>98</i> 26,334		<i>106.66</i> 281,571
			0.02		4.08	9.98		106.66
2" Bit Top Course	1,320.00 TON		29.33	3,439	5,379	13,167	118,800	140,786
USR Furnish & Place Asphalt	1,320.00 TON	GRD-50	0.02 29.33	2.61 3,439	<i>4.08</i> 5,379	9.98 13,167	<i>90.00</i> 118,800	<i>106.66</i> 140,786
			0.00	0.00	0.00	0.00	,	315,000.00
Swing Gates	4.00 EA		0.00	0	0	0	-,,	1,260,000
USR Swing Gate, 10' W x 9' Tall	1.00 EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	•	200,000.00 200,000
USR Swing Gate, 10' W x 14' Tall	1.00 EA		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	0.00 0		310,000.00 310,000
USR Swing Gate, 24' W x 9' Tall	1.00 EA		<i>0.00</i> 0.00	0.00 0	0.00 0	0.00 0		480,000.00 480,000
			0.00	0.00	0.00	0.00	270,000.00	270,000.00

Time 08:45:50

<b>Description</b> USR Swing Gate, 24' W x 5' Tall	Quantity UOM 1.00 EA	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	DirectMati 0	DirectSubBid 270,000	DirectCost 270,000
			11.11	815.41	403.96	451.50	0.00	1,670.87
Catch Basins	2.00 EA		22,22	1,631	808	903	0	3,342
USR Catch Basin, Type G	2.00 EA	Lab-50	11.11 22.22	<i>815.41</i> 1,631	403.96 808	<i>451.50</i> 903	<i>0.00</i> 0	1,670.87 3,342
			11.11	815.41	403.96	10,605.00	0.00	11,824.37
24" Gatewell	2.00 EA		22,22	1,631	808	21,210	0	23,649
USR Sluice Gate & Gatewell	2.00 EA	Lab-50	11.11 22.22	<i>815.41</i> 1,631	<i>403.96</i> 808	<i>10,605.00</i> 21,210	0.00 0	11,824.37 23,649
			33.67	2,470.95	1,224.12	1,050.00	0.00	4,745.07
24" Headwall	2.00 EA		67.34	4,942	2,448	2,100	0	9,490
USR Headwall, 24"	2.00 EA	Lab-50	33. <i>67</i> 67.34	<i>2,470</i> .95 4,942	1,224.12 2,448	<i>1,050.00</i> 2,100	0.00 0	<i>4,745.07</i> 9,490
			0.06	4.08	2.02	31.97	0.00	38.07
24" PVC Interceptor	175.00 LF		9.72	713	353	5,595	0	6,662
USR Pipe, 24" PVC	183.75 LF		0.00 0.00	0.00 0	<i>0.00</i> 0	<i>30.45</i> 5,595	<i>0.00</i> 0	<i>30.45</i> 5,595
			0.06	4.08	2.02	0.00	0.00	6.10
USR Install 24' Pipe, Buried	175.00 LF	Lab-50	9.72	713	353	0	0	1,067
As-Builts	1.00 LS		88,89	31,752	0	5,250	0	37,002
USR As-Builts	1.00 EA		<i>88.89</i> 88.89	<i>31,751.80</i> 31,752	<i>0.00</i> 0	<i>5,250.00</i> 5,250	0.00 0	<i>37,001.80</i> 37,002
Project Signs	1.00 LS		8.89	190	0	525	0	715
USR Furnish & Install Project Signs	1.00 EA	Lab-01	8.89 8.89	<i>190.34</i> 190	0.00 0	<i>525.00</i> 525	<i>0.00</i> 0	<i>715.34</i> 715
Landscape Planting USR Landscaping	<b>1.00 LS</b> 1.00 LS	Lab-50	<b>55.56</b> 55.56	<b>2,405</b> 2,405	<b>1,108</b> 1,108	<b>10,500</b> 10,500	<b>0</b> 0	<b>14,013</b> 14,013
Storm Water Pump Station USR Stormwater Pump Station	<b>1.00 LS</b> 1.00 LS		<b>28.15</b> 0.00	<b>3,353</b> 0	<b>215</b> 0	<b>9,240</b> 0	<b>175,000</b> 175,000	<b>187,808</b> 175,000
USR Manhole, 60" dia, 8' deep	1.00 EA	Lab-50	5.93 5.93	<i>434.89</i> 435	215.44 215	<i>1,365.00</i> 1,365	0.00 0	<i>2,015.33</i> 2,015
USR Duplex Pump Station.	1.00 EA	ELEC-005	22.22 22.22	<i>2,917.93</i> 2,918	<i>0.00</i> 0	7,875.00 7,875	<i>0.00</i> 0	<i>10,792.93</i> 10,793
			3.50	186.45	279.00	3,969.00	0.00	4,434.45
Stone Slope Protection	4.00 EA		14.00	746	1,116	15,876	0	17,738

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Fumish & Install Rip Rap	630.00	LCY	EXC-207	<i>0.02</i> 14.00	1.18 746	<i>1.7</i> 7 1,116	<i>25.20</i> 15,876	0.00 0	<i>28.16</i> 17,738
				0.29	39.12	61.37	<i>530.15</i>	0.00	630.63
Sheetpile Tie-in	110.00	LF		32.44	4,303	6,751	58,316	0	69,369
USR Furnish PZ27 Sheetpile	65,340.00	LB		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.8</i> 9 58,316	0.00 0	<i>0.8</i> 9 58,316
USR Install Sheetpile, 10' L Piles	73.00	EA	PILE-001	<i>0.44</i> 32.44	<i>58.94</i> 4,303	92. <i>47</i> 6,751	<i>0.00</i> 0	0.00 0	<i>151.42</i> 1 <b>1,05</b> 4
				0.19	24.57	<b>38</b> .55	265.07	0.00	328.20
Sheetpile Seepage Cutoff	835.00	LF		154.72	20,520	32,192	221,336	0	274,048
USR Furnish PZ27 Sheetpile	247,995.00	LB		0.00 0.00	0.00 0	0.00 0	<i>0.8</i> 9 221,336	<i>0.00</i> 0	<i>0.89</i> 221,336
USR Install Sheetpile, 10' L Piles	557.00	EA	PILE-001	<i>0.28</i> 154.72	<i>36.84</i> 20,520	<i>57.80</i> 32,192	<i>0.00</i> 0	<i>0.00</i> 0	94. <i>64</i> 52,713
30 Engineering & Design	1.00	LS		0.00	0	0	0	848,000	848,000
				0.00	0.00	0.00	0.00	565,000.00	565,000.00
Plans & Specifications USR Engineering & Design for Plans & Specifications	<b>1.00</b> 1.00	_		<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>565,000</b> 565,000	<b>565,000</b> 565,000
				0.00	0.00	0.00	0.00	283,000.00	283,000.00
Engineering During Construction USR Engineering & Design during Construction	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>283,000</b> 283,000	<b>283,000</b> 283,000
31 Supervision & Adminstration	1.00	LS		0.00	0	0	0	424,000	424,000
•				0.00	0.00	0.00	0.00	424,000.00	424,000.00
Construction QC/QA & Contract Admin USR Supervision & Administration	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>424,000</b> 424,000	<b>424,000</b> 424,000
ERVINTON HIGH SCHOOL	1.00	LS		42,225.91	3,423,773	3,824,430	3,080,105	22,151,818	32,480,127
				0.00	0.00	0.00	0.00	426,025.00	426,025.00
01 Lands & Damages	1.00	EA		0.00	0	0	0	426,025	426,025
Real Estate Acquisition	1.00	LS		0.00	0	0	0	316,000	316,000
USR Real Estate Acquisition - Rural Undeveloped	7.00	ACR		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>10,000.00</i> 70,000	<i>10,000.00</i> 70,000
USR Real Estate Acquisition - Rural Developed	2.00	ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	0.00	35,000.00 70,000	35,000.00 70,000
				0.00	0.00	0.00	0.00	10,000.00	10,000.00

Time 08:45:50

<b>Description</b> USR Athletic Field Site Acquisition - Rural Undeveloped	Quantity UOM 5.00 ACR	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	<b>DirectMatl</b> 0	DirectSubBid 50,000	DirectCost 50,000
USR Real Estate Admin Cost	7.00 EA		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>18,000.00</i> 126,000	<i>18,000.00</i> 126,000
			0.00	0.00	0.00	0.00	38,000.00	38,000.00
Construction Staging Areas	1.00 EA		0.00	0	0	0	38,000	38,000
USR Real Estate - Staging Site Easement	2.00 ACR		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> <b>20,000</b>	<i>10,000.00</i> 20,000
USR Real Estate Admin Cost	1.00 EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>18,000.00</i> 18,000	<i>18,000.00</i> 18,000
			0.00	0.00	0.00	0.00	68,000.00	68,000.00
Spoil Site Easements	1.00 EA		0.00	0	0	0	68,000	68,000
USR Real Estate - Spoil Site Easement	5.00 ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> 50,000	<i>10,000.00</i> 50,000
USR Real Estate Admin Cost	1.00 EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>18,000.00</i> 18,000	<i>18,000.00</i> 18,000
			0.00	0.00	0.00	0.00	4,025.00	4,025.00
PL 91-646 Relocation Assistance	1.00 EA		0.00	0	0	0	4,025	4,025
USR Real Estimate - PL 91-646 Payments	1.00 EA		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>4,025.00</i> 4,025	4,025.00 4,025
02 Relocations	1.00 LS		42,225.91	3,423,773	3,824,430	3,080,105	13,298,793	23,627,102
Mobilization and Demobilization	1.00 LS		24.13	3,017	9,428	. 0	0	12,445
USR Hauling of Site Equipment	200.00 MI	MOB-15	<i>0.03</i> 6.35	5.85 1,170	<i>9.40</i> 1,880	<i>0.00</i> 0	<i>0.00</i> 0	<i>15.2</i> 5 3,049
USR Loading/Offloading of Site Equipment	4.00 EA	MOB-10	<i>4.44</i> 17.78	<i>461.76</i> 1,847	1,887.09 7,548	0.00 0	0.00 0	<i>2,348.85</i> 9,395
CON Loading of the Equipment		11100 10	42,201.78	3,420,756.49	3,815,002.19	3,080,105.31	3,170,087.50	13,485,951.49
Sitework	1.00 EA		42,201.78	3,420,756	3,815,002	3,080,105	3,170,088	13,485,951
General	1.00 LS		242.20	32,635	0	4,200	0	36,835
USR Fumish & Install Project Signs USR Site Survey USR Pre-Blast Survey	1.00 EA 1.00 LS 1.00 LS	Lab-01 MOB-99 MOB-99	8.89 8.89 166.66 66.65	190.34 190 22,473 9,972	0.00 0 0	<i>525.00</i> 525 2,625 1,050 <b>0</b>	0 0 0	715.34 715 25,098 11,022
Cemetary Relocation	1.00 LS		<b>0.00</b> 0.00	<b>0</b> 0.00	<b>0</b> 0.00	0.00	900,000 10,000.00	<b>900,000</b> 10,000.00
			0.00	0.00	0.00	0.00	10,000.00	10,000.00

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<b>Description</b> USR Cemetary Grave Site Relocation	Quantity UOM 90.00 EA	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	DirectMatl 0	DirectSubBid 900,000	DirectCost 900,000
			0.05	4.03	4.48	3.03	0.24	11.78
Bank Excavation	804,400.00 BCY		40,450.50	3,239,065	3,606,354	2,439,381	190,000	9,474,800
			0.03	2.01	2.68	0.00	0.00	4.69
Summer Work Common Excavation	80,440.00 BCY		2,564.76	161,526	215,501	0	0	377,027
	////		0.01	0.60	0.65	0.00	0.00	1.25
Excavation	80,440.00 BCY		446.89	47,921	52,260	0	0	100,181
USR Common Excavation	80,440.00 BCY	EXC-200	<i>0.01</i> 446.89	<i>0.60</i> 47,921	<i>0.65</i> 52,260	<i>0.00</i> 0	0.00 · 0	<i>1.25</i> 100,181
			0.02	0.54	0.74	0.00	0.00	1.28
Spoil Hauling - Common	80,440.00 BCY		1,536.92	43,343	59,547	0	0	102,890
USR Haul Spoil - Common Exc	4,149.68 EA	Haul-50	<i>0.37</i> 1,536.92	<i>10.44</i> 43,343	<i>14.35</i> 59,547	<i>0.00</i> 0	<i>0.00</i> 0	<i>24.79</i> 102,890
			0.01	0.87	1.29	0.00	0.00	2.16
Placing Spoil	80,440.00 BCY		580.96	70,262	103,693	0	0	173,956
USR Spread & Compact Spoil Material	104,572.00 LCY	GRD-50	<i>0.01</i> 580.96	<i>0.67</i> 70,262	<i>0.99</i> 103,693	<i>0.00</i> 0	<i>0.00</i> 0	<i>1.66</i> 173,956
			0.05	4.06	4.52	2.89	0.00	11.46
Summer Work Rock Excavation	339,456.80 BCY		17,030.71	1,377,750	1,533,314	980,182	0	3,891,246
			0.02	2.21	1.86	2.89	0.00	6.96
Excavation	339,456.80 BCY		5,343.30	750,824	632,477	980,182	. 0	2,363,483
USR Rock Blasting, Light	84,864.20 BCY	BLAST-005	<i>0.01</i> 942.94	<i>1.46</i> 123,732	<i>1.00</i> 85,179	2.89 245,045	0.00 0	<i>5.35</i> 453,956
USR Rock Blasting, Mass	254,592.60 BCY	BLAST-005	<i>0.01</i> 1,885.87	<i>0.97</i> 247,464	<i>0.67</i> 170,357	2.89 735,136	0.00 0	<i>4.53</i> 1,152,957
USR Loading Blasted Rock	339,456.80 BCY	EXC-500	<i>0.01</i> 2,514.49	<i>1.05</i> 357,236	<i>1.11</i> 376,941	<i>0.00</i> 0	<i>0.00</i> 0	2.16 734,176
USR Blast Oversight & Design Crew	169.73 HR		0.00 0.00	131.93 22,393	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	131.93 22,393
			0.02	0.70	0.97	0.00	0.00	1.67
Spoil Hauling - Rock	339,456.80 LCY		8,481.43	239,186	328,611	0	0	567,796
USR Haul Spoil - Rock Exc	22,899.86 EA	Haui-50	0.37 8,481.43	<i>10.44</i> 239,186	<i>14.35</i> 328,611	<i>0.00</i> 0	<i>0.00</i> 0	<i>24.79</i> 567,796
			0.01	1.14	1.69	0.00	0.00	2.83
Placing Spoil	339,456.80 BCY		3,205.98	387,741	572,227	0	0	959,968

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Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Spread & Compact Spoil Material	577,076.56	ICV	GRD-50	0.01 3,205.98	<i>0.67</i> 387,741	0.99 572 227	<i>0.00</i> 0	0.00	1.66
Out Opieau a Compact Opoli Material	377,070.30	LUI	GRD-30	0.05	4.06	572,227 4.62	2.89	0 0.00	959,968 11.56
In-School Work Rock Excavation	384,503.20	BCY		19,290.71	1,560,580	1,774,727	1,110,253	0.00	4,445,560
	•			0.02	2.21	. 1.91	2.89	0.00	7.01
Excavation	384,503.20	BCY		6,052.37	850,460	734,082	1,110,253	0	2,694,795
USR Rock Blasting, Light	96,125.80	BCY	BLAST-005	<i>0.01</i> 1,068.06	<i>1.46</i> 140,151	1. <i>0</i> 3 98,699	2.89 277,563	0.00 0	<i>5</i> .37 516,414
USR Rock Blasting, Mass	288,377.40	BCY	BLAST-005	<i>0.01</i> 2,136.13	<i>0</i> .97 280,303	<i>0.68</i> 197,399	2. <i>8</i> 9 832,690	0.00 · 0	<i>4.54</i> 1,310,391
USR Loading Blasted Rock	384,503.20	BCY	EXC-500	<i>0.01</i> 2,848.17	<i>1.05</i> 404,641	1.14 437,984	0.00 0	0.00 0	2.19 842,625
USR BLAST-100 Blast Oversight & Design Crew	192.25	HR		<i>0.00</i> 0.00	131.93 25,364	0.00 0	0.00 0	0.00 0	131.93 25,364
				0.02	0.70	0.99	0.00	0.00	1.69
Spoil Hauling - Rock	384,503.20	LCY		9,606.93	270,926	379,773	0	0	650,698
USR Haul Spoil - Rock Exc	25,938.71	EA	Haul-50	<i>0.37</i> 9,606.93	<i>10.44</i> 270,926	14.64 379,773	0.00	0.00 0	<i>25.09</i> 650,698
				0.01	1.14	1.72	0.00	0.00	2.86
Placing Spoil	384,503.20	BCY		3,631.42	439,194	660,872	0	0	1,100,066
USR Spread & Compact Spoil Material	653,655.44	LCY	GRD-50	<i>0.01</i> 3,631.42	<i>0.67</i> 439,194	1.01 660,872	<i>0.00</i> 0	<i>0.00</i> 0	<i>1.68</i> 1,100,066
				816.93	56,774.79	54,948.32	321,226.50	140,000.00	572,949.61
Preparation Work	1.00	EA		816.93	56,775	54,948	321,227	140,000	572,950
USR Site Clearing & Grubbing	10.00	ACR		<i>0.00</i> 0.00	0.00 0	0.00	<i>0.00</i> 0	<i>5,000.00</i> 50,000	<i>5,000.00</i> 50,000
USR Furnish, Install, and Remove Temporary River Crossing	1.00	EA		177.78 177.78	9, <i>603.8</i> 7 9,604	7,398.78 7,399	285,862.50 285,863	90,000.00 90,000	392,865.15 392,865
USR Fumish and Install Silt Fence	10,000.00	LF	Lab-50	0.01 74.07	<i>0.4</i> 9 4,920	0.27 2,732	<i>0.42</i> 4,200	0.00 0	<i>1.19</i> 11,852
USR Furnish and Install Straw Bale Dikes	400.00	LF	Lab-50	0.06 22.22	3.69 1,476	<i>2.05</i> 820	6.93 2,772	0.00 0	<i>12.6</i> 7 5,068
USR Water Tank Demolition	1.00	EA		<i>0.00</i> 0.00	824.57 825	473.20 473	<i>1,365.00</i> 1,365	0.00 0	2,662.77 2,663
				0.04	4.73	8.24	11.72	0.00	24.69

Time 08:45:50

<b>Description</b> USR Develop Haul Roads	Quantity UOM 1,500.00 LF	CrewTag GRD-50	Duration 66,67	DirectLabor 7,099	DirectEQ 12,366	DirectMatl 17,577	DirectSubBid 0	DirectCost 37,042
USR Maintain Haul Roads	18.00 MO	GRD-06	26.46 476.19	<i>1,825.07</i> 32,851	<i>1,731.05</i> 31,159	<i>525.00</i> 9,450	0.00 0	<i>4,081.12</i> 73,460
			74.74	8,243.40	2,786.35	2,772.00	5,000.00	18,801.75
Spoil Site Development USR Site Survey	10.00 ACR 3.00 LS	MOB-99	<b>747.38</b> 499.98	<b>82,434</b> 62,593	<b>27,864</b> 0	<b>27,720</b> 7,875	<b>50,000</b> 0	<b>188,018</b> 70,468
USR Site Clearing & Grubbing - Heavy	10.00 ACR		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>5,000.00</i> 50,000	<i>5,000.00</i> 50,000
USR Furnish and Install Silt Fence	1,500.00 LF	Lab-50	<i>0.01</i> 11.11	<i>0.49</i> 738	<i>0.27</i> 410	<i>0.42</i> 630	0.00 0	<i>1.19</i> 1,778
USR Furnish and Install Straw Bale Dikes	500.00 LF	Lab-50	0.06 27.78	3. <i>6</i> 9 1,845	2. <i>05</i> 1,025	6.93 3,465	0.00 0	<i>12.67</i> 6,334
USR Final Site Grading & Compaction	24,200.00 LCY	GRD-50	<i>0.01</i> 134.44	<i>0.5</i> 9 14,317	1.03 24,938	<i>0.00</i> 0	<i>0.00</i> 0	1.62 39,255
USR Final Site Seeding, Fertilziing & Mulch	10.00 ACR	Lab-50	<i>7.41</i> 74.07	294.09 2,941	<i>14</i> 9. <i>16</i> 1,492	<i>1,575.00</i> 15,750	0.00 0	2,018.25 20,183
Utilities	1.00 LS		69.44	3,699	5,536	16,212	645,000	670,447
Relocate Power Pole	1.00 LS		0.00	0	0	0	145,000	145,000
USR Demo Power Power Poles	15.00 EA		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	2, <i>000.00</i> 30,000	<i>2,000.00</i> 30,000
USR Install New Service Pole	6.00 EA		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	7,500.00 45,000	7,500.00 45,000
USR Install New Local Use Pole	14.00 EA		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>5,000.00</i> 70,000	<i>5,000.00</i> 70,000
			69.44	3,699.33	5,535.76	16,212.00	0.00	25,447.09
Service Line Extensions	1.00 EA		69.44	3,699	5,536	16,212	0	25,447
USR Water - Service Line Extension	500.00 LF	EXC-205	0.06 27.78	2.96 1,480	<i>4.4</i> 3 2,214	<i>15.7</i> 5 7,875		<i>23.14</i> 11,569
USR Gas - Service Line Extension	500.00 LF	EXC-205	<i>0.03</i> 13.89	<i>1.48</i> 740	<i>2.21</i> 1,107	3. <i>34</i> 1,670		7. <i>03</i> 3,517
USR Sewer- Service Line Extension	500.00 LF	EXC-205	0.06 27.78	2.96 1,480	<i>4.4</i> 3 2,214	13.34 6,668		<i>20.72</i> 10,3 <del>6</del> 2
			0.00	0.00	0.00	0.00	500,000.00	500,000.00
Package Sewage Treatment Plant USR Install New Package Treatment Plant for School Facility	<b>1.00 EA</b> 1.00 LS		<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0.	<b>500,000</b> 500,000	<b>500,000</b> 500,000
. womy			0.01	0.88	1.38	3.37	30.38	36.00

Time 08:45:50

Description	Quantity U	ОМ	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
Paving	3,000.00 SY	•		22.50	2,638	4,126	10,100	91,125	107,989
USR Furnish & Place Asphalt	1,012.50 TC	N .	GRD-50	<i>0.02</i> 22.50	2. <i>61</i> 2,638	<i>4.08</i> 4,126	9.98 10,100	<i>90.00</i> 91,125	<i>106.6</i> 6 107,989
				7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seeding & Landscaping	1.50 AC	CR		11.11	481	222	2,363	0	3,065
USR Seeding, Fertilziing & Mulch	1.50 AC	R	Lab-50	<i>7.41</i> 11.11	3 <i>20.64</i> 481	147.74 222	<i>1,575.00</i> 2,363	0.00 0	<i>2,043.37</i> 3,065
				1,356.02	139,291.65	197,528.07	543,590.12	1,343,962.50	2,224,372.34
Athletic Field Development	1.00 E	1		1,356.02	139,292	197,528	543,590	1,343,963	2,224,372
Tennis Courts	1.00 AC	`P		1.85 1.85	80.16 <b>80</b>	36.93 <b>37</b>	393.75 <b>394</b>	<i>204,000.00</i> <b>204,000</b>	204,510.84 <b>204,511</b>
Tellins Courts	1.00 A	<b>-</b> N		0.00	0.00	0,00	0.00	34,000.00	34,000.00
USR Construct New Tennis Courts	6.00 EA			0.00	0.00	0.00	0.00	204,000	204,000
USR Seeding, Fertilziing & Mulch	0.25 AC	R	Lab-50	<i>7.41</i> 1.85	<i>320.64</i> 80	<i>147.74</i> 37	1,575.00 394	0.00 0	<i>2,04</i> 3.37 511
				254.80	26,479.67	41,008.19	128,884.00	97,527.78	293,899.63
Field Game Area #1 (New Softball Field)	1.80 A	CR		458.63	47,663	73,815	231,991	175,550	529,019
USR Seeding, Fertilziing & Mulch, Athletic Turf	1.80 AC	R	Lab-50	<i>7.41</i> 13.33	320.64 577	147.74 266	<i>1,785.00</i> 3,213	0.00 0	<i>2,25</i> 3.37 4,056
USR Bleachers	150.00 SE	Ā		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>137.00</i> 20,550	<i>137.00</i> 20,550
USR Install New Fence, 7' chain link	1,200.00 LF	ŧ	Lab-25	0.02 26.67	<i>0.96</i> 1,154	<i>0.47</i> 565	<i>37.80</i> 45,360	0.00 0	39. <i>2</i> 3 47,080
USR Install New Fence Gate, 15'W Slide Gate	2.00 EA	<b>\</b>	Lab-30	5.56 11.11	<i>482.20</i> 964	<i>176.61</i> 353	<i>2,520.00</i> 5,040	0.00 0	<i>3,178.80</i> 6,358
USR Site Grading	2.70 AC	R	GRD-05	11.11 30.00	<i>552.72</i> 1,492	<i>1,25</i> 8.53 3,398	<i>0.00</i> 0	<i>0.00</i> 0	<i>1,811.26</i> 4,890
USR Furnish & Place Topsoil	8,494.20 LC	Υ	GRD-50	0.04 377.52	5.12 43,475	8.15 69,232	<i>21.00</i> 178,378	<i>0.00</i> 0	<i>34.27</i> 291,086
USR Scoreboard	1.00 EA	A.		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 5,000	<i>5,000.00</i> 5,000
USR Dugouts	2.00 EA	4		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	25,000.00 50,000	25,000.00 50,000
USR Construct New Athletic Press Box Building	1.00 LS	;		0.00	0	0	0	100,000	100,000
				0.00	0.00	0.00	0.00	0.00	0.00

Time 08:45:50

Description	Quantity I	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMati	DirectSubBid	DirectCost
Field Game Area #2 (Existing Baseball Field)	1.80 A	ACR		0.00	0	0	0	0	. 0
USR Field Garne Area #2 - Existing Baseball Field (No Work Required)	1.00 E	ĒΑ		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	0.00 0	0.00 0
				38.15	4,260.04	6,693.19	16,686.25	187,000.00	214,639.48
Hard Surface	0.30 A	ACR		11.44	1,278	2,008	5,006	56,100	64,392
USR Fumish & Place Asphalt	490,00 T	ΓΟΝ	GRD-50	<i>0.02</i> 10.89	<i>2.56</i> 1,254	<i>4.08</i> 1,997	9,98 4,888	<i>90.00</i> 44,100	106.61 52,239
USR Seeding, Fertilziing & Mulch	0.08 A	ACR	Lab-50	7.41 0.56	<i>320.64</i> 24	<i>147.74</i> 11	<i>1,575.00</i> 118	<i>0.00</i> 0	<i>2,04</i> 3. <i>37</i> 153
USR Basketball Backboard, Hoop, and Posts	6.00 E	ĒΑ		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	0.00 0	<i>2,000.00</i> 12,000	<i>2,000.00</i> 12,000
-				<i>54</i> .63	2,969.00	1,296.06	64,785.00	85,625.00	154,675.06
Fitness Development Equipment Area	0,40 A	ACR		21.85	1,188	518	25,914	34,250	61,870
USR Seeding, Fertilziing & Mulch, Athletic Turf	0.40 A	ACR	Lab-50	7.41 2.96	<i>320.64</i> 128	147.74 59	1,785.00 714	0.00 0	<i>2,25</i> 3. <i>37</i> 901
USR Bleachers	250.00 8	SEA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	137.00 34,250	<i>137.00</i> 34,250
USR Install New Fence, 7' chain link	600.00 L	_F	Lab-25	<i>0.02</i> 13.33	0.96 577	<i>0.47</i> 283	<i>37.80</i> 22,680	0.00 0	39.23 23,540
USR Install New Fence Gate, 15'W Slide Gate	1.00 E	ΞA	Lab-30	<i>5.5</i> 6 5.56	482.20 482	<i>176.61</i> 177	<i>2,520.00</i> 2,520	<i>0.00</i> 0	<i>3,178.80</i> 3,179
				319.35	32,993.51	44,870.38	103,809.37	323,726.85	505,400.11
Track & Football Field Complex	2.70 A	ACR		862.24	89,082	121,150	280,285	874,063	1,364,580
				0.00	0.00	0.00	0.00	150,000.00	150,000.00
Running Track USR Construct New Running Track	<b>1.00 E</b> 1.00 L			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>150,000</b> 150,000	<b>150,000</b> 150,000
				641.00	68,504.86	106,889.24	226,037.70	578,500.00	979,931.80
Relocate Football Field	1.00 E	EΑ		641,00	68,505	106,889	226,038	578,500	979,932
USR Spread & Compact Engineering Spoil Fill - ADDED MODIFIER	56,745.00 L	_CY	GRD-50	<i>0.00</i> 180.14	0.37 20,745	<i>0.58</i> 33,036	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.95</i> 53,781
USR Site Grading	2.70 Å	ACR	GRD-05	11.11 30.00	<i>552.72</i> 1,492	<i>1,258.53</i> 3,398	0.00 0	0.00 0	1,811.26 4,890
USR Furnish & Place Topsoil	8,494.20 L	_CY	GRD-50	0.04 377.52	<i>5.12</i> 43,475	8. <i>15</i> 69,232	<i>21.00</i> 178,378	<i>0.00</i> 0	<i>34.27</i> 291,086

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Seeding, Fertilziing & Mulch, Athletic Turf	2.70	ACR	Lab-50	7.41 20.00	320.64 866	<i>147.74</i> 399	1,785.00 4,820	<i>0.00</i> 0	2,253.37 6,084
USR Install New Fence, 7' chain link	1,000.00	LF	Lab-25	0.02 22.22	<i>0.96</i> 962	<i>0.47</i> 471	<i>37,80</i> 37,800	<i>0.00</i> 0	39.23 39,233
USR Install New Fence Gate, 15'W Slide Gate	2.00	EA	Lab-30	<i>5.56</i> 11.11	<i>482.20</i> 964	<i>176.61</i> 353	<i>2,520.00</i> 5,040	0.00 0	<i>3,178.80</i> 6,358
USR Bleachers	1,500.00	SEA		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>137.00</i> 205,500	<i>137.00</i> 205,500
USR Scoreboard	1.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	0.00 0	<i>20,000.00</i> 20,000	20,000.00 20,000
USR Goal posts	2.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	0.00 0	<i>1,500.00</i> 3,000	1,500.00 3,000
USR Field Lighting and PA Sound Systems	1.00	LS		0.00	0	0	0	350,000	350, <b>00</b> 0
				0.00	0.00	0.00	0.00	100,000.00	100,000.00
Press Box USR Construct New Athletic Press Box Building	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> . 0	<b>0</b> 0	<b>0</b> 0	<b>100,000</b> 100,000	<b>100,000</b> 100,000
				221,25	20,577.62	14,260.78	54,247.59	45,562.50	134,648.49
Sitework for New Athletic Field House Buliding	1.00	EA		221.25	20,578	14,261	54,248	45,563	134,648
General USR Site Survey	<b>1.00</b> 0.50		MOB-99	<b>83.33</b> 83.33	<b>11,080</b> 11,080	<b>0</b> 0	<b>1,313</b> 1,313	<b>0</b> 0	<b>12,393</b> 12,393
				0.03	2.91	4.64	18.99	30.38	56.91
Paving	1,500.00	SY		37.92	4,366	6,953	28,486	45,563	85,368
USR Furnish & Place Asphalt	506.25	TON	GRD-50	<i>0.02</i> 11.25	2.56 1,296	<i>4.08</i> 2,063	9.98 5,050	90.00 45,563	<i>106.61</i> 53,971
USR Fumish & Place DGA Stone	1,200.00	TON	GRD-50	0.02 26.67	<i>2.56</i> 3,071	<i>4.08</i> 4,890	19.53 23,436	<i>0.00</i> 0	<i>26.16</i> 31,397
				7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seeding & Landscaping	1.50	ACR		11.11	481	222	2,363	0	3,065
USR Seeding, Fertilziing & Mulch	1.50	ACR	Lab-50	7. <i>41</i> 11.11	<i>320.64</i> 481	147.74 222	1,575.00 2,363	0.00 0	<i>2,043</i> .37 3,065
Utilities	1.00	LS		88.89	4,650	7,086	22,087	0	33,822
USR Water - Service Line Extension	1,000.00	LF	EXC-205	<i>0.06</i> 55.56	2.91 2,906	<i>4.4</i> 3 4,429	<i>15.75</i> 15, <b>750</b>	<i>0.00</i> 0	23.08 23,085
USR Sewer- Service Line Extension	350.00	LF	EXC-205	<i>0.0</i> 6 19.44	2.91 1,017	<i>4.43</i> 1,550	<i>13.34</i> 4,667	<i>0.00</i> 0	20.67 7,234

#### U.S. Army Corps of Engineers Project : Dickenson Co School Relocation DDR Estimate

Time 08:45:50

- INDEPENDENT	GOVERNMENT ESTIMATE -

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMat!	DirectSubBid	DirectCost
USR Gas - Service Line Extension	500.00	ıF	EXC-205	0.03 13.89	1.45 727	2. <i>21</i> 1,107	3.34 1,670	0.00 0	7.01 3,503
SON SUBSTITUTE ENGINEERING	000.00	<b>L</b> .	L/10-200	0.03	1.96	0.82	42.84	0.00	45.63
Fencing at School Site	1,500,00	LF		50.00	2,946	1,237	64,260	0.00	68,443
•	.,			0.02	0.98	0.47	37.80	0.00	39.25
USR Install New Fence, 7' chain link	1,500.00	LF	Lab-25	33.33	1,472	707	56,700	0.00	58,878
LICE Install Navy Fance Cate 4584 City Cate	0.00	<b>-</b> ^	1 -1- 20	5,56	491.46	176.61	2,520.00	0.00	3,188.06
USR Install New Fence Gate, 15'W Slide Gate	3.00	EA	Lab-30	16.67	1,474	530	7,560	0	9,564
B 11 1 6 7 7				0.00	0.00	0.00	0.00	9,454,223.97	9,454,223.97
Building Construction USR Ervinton High -Construct New High School	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>9,454,224</b> 9,394,224	<b>9,454,224</b> 9,394,224
Building (92,344 SF)				_	_	_	_		
USR Ervinton High -Construct New Athletic Building (300 SF)	1.00	LS		0.00	0	0	0	60,000	60,000
				0.00	0.00	0.00	0.00	674,482.00	674,482.00
Building Demolition	1.00			0.00	0	0	0	674,482	674,482
USR OPF-0039-A Demo - High School (44,665 SF)	1.00	LS		0.00	0	0	0	400,334	400,334
				0.00	0.00	0.00	0.00	121,200.00	121,200.00
USR Ervinton HS - Lead Paint & Asbestos Abatment	1.00	EA		0.00	0	0	0	121,200	121,200
USR OPF-0039-B Demo - Technology Center (11,000 SF)	1.00	LS		0.00	0	0	0	95,339	95,339
USR OPF-0040 Demo - Custodian House (1,344 SF)	1.00	LS	-	0.00	0	0	0	16,307	16,307
USR OPF-0035 Demo - Athletic Field House (700 SF)	1.00	LS		0.00	0	0	0	7,055	7,055
USR OPF-0033 Demo - Storage Building #1 (1,200 SF)	1.00	LS		0.00	0	0	0	16,430	16,430
USR OPF-0034 Demo - Storage Building #2 (375 SF)	1.00	LS		0.00	0	0	0	7,021	7,021
USR OPF-0035 Demo - Storage Building #3 (700 SF)	1.00	LS		0.00	0	0	0	10,796	10,796
18 Cultural Resources	1.00	LS		0.00	0	0	0	355,000	355,000
				0.00	0.00	0.00	0.00	355,000,00	355,000.00
USR Cultural Resource Mitigation Allowance (1% of construction)	1.00	EA		0.00	0	0	0	355,000	355,000
30 Engineering & Design	1.00	LS		0.00	0	0	0	5,381,000	5,381,000
				0.00	0.00	0.00	0.00	3,587,000.00	3,587,000.00
Plans & Specificaitons	1.00			0.00	0	0	Q	3,587,000	3,587,000
USR Engineering & Design for Plans & Specifications	1.00	LS		0.00	0	0	0	3,587,000	3,587,000
				0.00	0.00	0.00	0.00	1,794,000.00	1,794,000.00
Engineering During Construction	1.00	EA		0.00	0	0	0	1,794,000	1,794,000

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<b>Description</b> USR Engineering & Design during Construction	Quantity 1.00 L	UOM LS	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	DirectMatI 0	DirectSubBid 1,794,000	<b>DirectCost</b> 1,794,000
31 Supervision & Adminstration	1.00 I	LS		0.00	0	0	0	2,691,000	2,691,000
				0.00	0.00	0.00	0.00	2,691,000.00	2,691,000.00
Construction QC/QA & Contract Admin USR Supervision & Administration	<b>1.00</b> E 1.00 L			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>2,691,000</b> 2,691,000	<b>2,691,000</b> 2,691,000
HAYSI HIGH SCHOOL	1.00 l	LS		1,650.34	145,846	121,460	116,752	2,782,336	3,166,395
				0.00	0.00	0.00	0.00	114,000.00	114,000.00
01 Lands & Damages	1.00	EA		0.00	0	0	0	114,000	114,000
				0.00	0.00	0.00	0.00	38,000.00	38,000.00
Construction Staging Areas	2.00	EA		0.00	0	0	0	76,000	76,000
USR Real Estate - Staging Site Easement	4.00 /	ACR		0.00 0.00	<i>0.00</i> 0	<i>0.00</i> 0	0.00 0	<i>10,000.00</i> 40,000	<i>10,000.00</i> 40,000
USR Real Estate Admin Cost	2.00 [	EΑ		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>18,000.00</i> 36,000	<i>18,000.00</i> 36,000
				0.00	0.00	0.00	0.00	38,000.00	38,000.00
Spoil Site Easements	1.00	ĒΑ		0.00	0	. 0	0	38,000	38,000
USR Real Estate - Spoil Site Easement	2.00 /	ACR		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> 20,000	<i>10,000.00</i> 20,000
USR Real Estate Admin Cost	1.00 [	EA		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	0.00 0		<i>18,000.00</i> 18,000
02 Relocations	1.00 I	LS		1,650.34	145,846	121,460	116,752	1,886,336	2,270,395
Mobilization and Demobilization	1.00 I	LS		24.13	3,017	9,428	0	. 0	12, <del>44</del> 5
USR Hauling of Site Equipment	200.00	Μl	MOB-15	<i>0.03</i> 6.35	<i>5.85</i> 1,170	9. <i>40</i> 1,880	<i>0.00</i> 0		<i>15.25</i> 3,049
USR Loading/Offloading of Site Equipment	4.00 [	EA	MOB-10	<i>4.44</i> 17.78	<i>461.7</i> 6 1,847	1,887.09 7,548	<i>0.00</i> 0	0.00 0	<i>2,348.85</i> 9,395
				1,495.26	128,949.34	108,223.93	103,915.00	• •	1,621,528.11
High School Annex Building	1.00	EA		1,495.26	128,949	108,224	103,915	1,280,440	1,621,528
				1,495.26	128,949.34	108,223.93	103,915.00		493,463.27
Sitework	1.00			1,495.26	128,949	108,224	103,915		493,463
General	1.00	LS		194.99	23,958	717	9,975		34,650
USR Furnish & Install Project Signs USR Site Survey	1.00 l 1.00 l		Lab-01 MOB-99	8.89 8.89 166.66	<i>190.34</i> 190 22,473	0.00 0 0	525.00 525 2,625	0	<i>715.34</i> 715 25,098

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Description	Quantity U	OM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Loading Debris	5.00 EA	Ą	Lab-50	3.33 16.67	<i>244.65</i> 1,223	<i>121.20</i> 606	<i>0.00</i> 0	<i>0.00</i> 0	<i>365.85</i> 1,829
USR Haul Debris, 28 CY End Dumps	5.00 EA	4	Haul-50	<i>0.56</i> 2.78	<i>14.30</i> 71	<i>22.14</i> 111	1,365.00 6,825	0.00 0	1,401.43 7,007
B 15 0				0.07	5.36	5.43	3.54	2.13	16.46
Bank Excavation	18,770.00 B	CY		1,229.34	100,626	101,889	66,468	40,000	308,982
				0.03	1.91	2.76	0.00	0.00	4.67
Summer Work Common Excavation	1,877.00 B	CY		59.85	3,584	5,181	0	0	8,765
_				0.01	0.57	0.67	0.00	~ 0.00	1.24
Excavation	1,877.00 B	CY		10.43	1,064	1,266	0	0	2,330
USR Common Excavation	1,877.00 BG	CY	EXC-200	<i>0.01</i> 10.43	<i>0.57</i> 1,064	<i>0.67</i> 1,266	<i>0.00</i> 0	<i>0.00</i> 0	<i>1.24</i> 2,330
				0.02	0.51	0.76	0.00	0.00	1.27
Spoil Hauling - Common	1,877.00 B	CY		35.86	959	1,429	0	0	2,388
USR Haul Spoil - Common Exc	96.83 EA	4	Haul-50	<i>0.37</i> 35.86	9. <i>90</i> 959	<i>14.76</i> 1,429	<i>0.00</i> 0	0.00 0	<i>24.66</i> 2,388
				0.01	0.83	1.32	0.00	0.00	2.16
Placing Spoil	1,877.00 B	CY		13.56	1,561	2,486	0	0	4,047
USR Spread & Compact Spoil Material	2,440.10 L(	CY	GRD-50	<i>0.01</i> 13.56	<i>0.64</i> 1,561	1. <i>02</i> 2,486	<i>0.00</i> 0	0.00 0	1.66 4,047
				0.05	3.80	4.66	2.89	0.00	11.34
Summer Work Rock Excavation	16,893.00 B	CY		847.53	64,184	78,638	48,779	0	191,600
				0.02	2.04	1.93	2.89	0.00	6.86
Excavation	16,893.00 B	CY		265.91	34,527	32,562	48,779	0	115,868
USR Rock Blasting, Light	4,223.25 BG	CY	BLAST-005	<i>0.01</i> 46.92	<i>1.39</i> 5,860	1.04 4,375	2.89 12,195	<i>0.00</i> 0	<i>5.31</i> 22,430
USR Rock Blasting, Mass	12,669.75 B	CY	BLAST-005	<i>0.01</i> 93.85	<i>0</i> .93 11,720	<i>0.6</i> 9 8,751	2.89 36,584	0.00 0	<i>4.50</i> 57,054
USR Loading Blasted Rock	16,893.00 BG	CY	EXC-500	<i>0.01</i> 125.13	<i>1.00</i> 16,947	<i>1.15</i> 19,436	0.00 0	<i>0.00</i> 0	2.15 36,384
				0.02	0.67	1.00	0.00	0.00	1.66
Spoil Hauling - Rock	16,893.00 L	CY		422.08	11,283	16,818	0	0	28,101
USR Haul Spoil - Rock Exc	1,139.61 E/	A	Haul-50	0.37 422.08	<i>9.90</i> 11,283	<i>14.76</i> 16,818	0.00 0	<i>0.00</i> 0	<i>24.66</i> 28,101
				0.01	1.09	1.73	0.00	0.00	2.82
Placing Spoil	16,893.00 B	CY		159.55	18,373	29,258	0	0	47,632

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Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Spread & Compact Spoil Material	28,718.10	LCY	GRD-50	<i>0.01</i> 159,55	<i>0.64</i> 18,373	<i>1.02</i> 29,258	<i>0.00</i> 0	0.00 0	<i>1.66</i> 47,632
				161.38	13,786.08	12,560.08	11,970.00	30,000.00	68,316.16
Preparation Work	1.00	EA		161.38	13,786	12,560	11,970	30,000	68,316
USR Site Clearing & Grubbing	6.00	ACR		0.00 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 30,000	5, <i>000.00</i> 30,000
USR Furnish and Install Silt Fence	3,000.00	LF	Lab-50	0.01 22,22	<i>0.53</i> 1,601	<i>0.27</i> 808	<i>0.42</i> 1,260	<i>0.00</i> 0	1.22 3,669
USR Furnish and Install Straw Bale Dikes	200.00	LF	Lab-50	<i>0.06</i> 11.11	<i>4.00</i> 800	2.02 404	<i>6.93</i> 1,386	<i>0.00</i> 0	12.95 2,590
USR Water Tank Demolition	1.00	EA		<i>0.00</i> 0.00	<i>894.46</i> 894	466.50 467	<i>1,365.00</i> 1,365	<i>0.00</i> 0	2,725.97 2,726
USR Develop Haul Roads	500.00	LF	GRD-50	0.04 22.22	<i>5.12</i> 2,559	<i>8.15</i> 4,075	<i>11.72</i> 5,859	0.00 0	<i>24.99</i> 12,493
USR Maintain Haul Roads	4.00	МО	GRD-06	<i>26.46</i> 105.82	<i>1,982.83</i> 7,931	1,701.61 6,806	<i>525.00</i> 2,100	0.00 0	<i>4,209.44</i> 16,838
				80.29	9,535.99	2,754.65	2,859.50	5,000.00	20,150.15
Spoil Site Development USR Site Survey	<b>2.00</b> 0.67	ACR LS	MOB-99	<b>160.59</b> 111.11	<b>19,072</b> 14,774	<b>5,509</b> 0	<b>5,719</b> 1,750	<b>10,000</b> 0	<b>40,300</b> 16,524
USR Site Clearing & Grubbing - Heavy	2.00	ACR		0.00 0.00	0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>5,000.00</i> 10,000	<i>5,000.00</i> 10,000
USR Fumish and Install Silt Fence	300.00	LF	Lab-50	0.01 2.22	<i>0.53</i> 160	<i>0.27</i> 81	<i>0.4</i> 2 126	<i>0.00</i> 0	1.22 367
USR Furnish and Install Straw Bale Dikes	100.00	LF	Lab-50	0.06 5.56	<i>4.00</i> 400	2.02 202	6. <b>93</b> 693	<i>0.00</i> 0	<i>12.95</i> 1,295
USR Final Site Grading & Compaction	4,840.00	LCY	GRD-50	<i>0.01</i> 26.89	<i>0.64</i> 3,097	<i>1.02</i> 4,931	<i>0.00</i> 0	<i>0.00</i> 0	<i>1.66</i> 8,028
USR Final Site Seeding, Fertilziing & Mulch		ACR	Lab-50	<i>7.41</i> 14.81	<i>320.64</i> 641	<i>147.74</i> 295	<i>1,575.00</i> 3,150	0	2,043.37 4,087
Utilities	1.00	-		48.61	2,590	3,875	11,348	82,000	99,813
Relocate Power Pole	1.00	LS		0.00	0	0	0	82,000	82,000
USR Demo Power Power Poles	. 11.00	EA		0.00 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>2,000.00</i> 22,000	<i>2,000.00</i> <b>22,</b> 000
USR Install New Service Pole	6.00	EA		<i>0.00</i> 0.00	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>7,500.00</i> 45,000	7,500.00 45,000
				0.00	0.00	0.00	0.00	5,000.00	5,000.00

Time 08:45:50

<b>Description</b> USR Install New Local Use Pole	Quantity 3.00	UOM EA	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	DirectMat!	DirectSubBid 15,000	DirectCost 15,000
				48.61	2,589.53	3,875.03	11,348.40	0.00	17,812.96
Service Line Extensions	1.00	EA		48.61	2,590	3,875	11,348	0	17,813
USR Water - Service Line Extension	350.00	LF	EXC-205	<i>0.06</i> 19.44	2.96 1,036	<i>4.43</i> 1,550	<i>15.75</i> 5,513	0.00 0	<i>23.14</i> 8,098
USR Sewer- Service Line Extension	350.00	LF	EXC-205	0.06 19.44	2. <i>96</i> 1,036	<i>4.43</i> 1,550	<i>13.34</i> 4,667	<i>0.00</i> 0	<i>20.72</i> 7,253
USR Gas - Service Line Extension	350.00	LF	EXC-205	0.03 9.72	<i>1.48</i> 518	2. <i>21</i> 775	<i>3.34</i> 1,169	<i>0.00</i> 0	7.03 2,462
				0.01	0.88	1.38	3.37	30.38	36.00
Paving	1,000.00	SY		7.50	879	1,375	3,367	30,375	35,996
USR Fumish & Place Asphalt	337.50	TON	GRD-50	<i>0.02</i> 7.50	<i>2.61</i> 879	<i>4.08</i> 1,375	9.9 <i>8</i> 3,367	90. <i>00</i> 30,375	<i>106.66</i> 35,996
				7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seeding & Landscaping	0.50	ACR		3.70	160	74	788	0	1,022
USR Seeding, Fertilziing & Mulch	0.50	ACR	Lab-50	<i>7.41</i> 3.70	<i>320.64</i> 160	147.74 74	1,575.00 788	<i>0.00</i> 0	<i>2,04</i> 3.37 1,022
				0.04	2.95	1.18	47.88	0.00	52.00
Site Fencing	250.00	LF		11.11	737	294	11,970	0	13,001
USR Install New Fence, 7' chain link	250.00	LF	Lab-25	<i>0.02</i> 5.56	0.98 245	<i>0.47</i> 118	<i>37.80</i> 9,450	0.00 0	<i>3</i> 9. <i>2</i> 5 9,813
USR Install New Fence Gate, 15'W Slide Gate	1.00	EA	Lab-30	<i>5.5</i> 6 5.56	<i>491.46</i> 491	<i>176.61</i> 177	2,520.00 2,520	0.00 0	<i>3,188.06</i> 3,188
				0.00	0.00	0.00	0.00	97.21	97.21
Building Construction USR Haysi High -Construct New Economics, Agriculture, and Band Building (10,281 SF)	<b>10,281.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>999,415</b> 999,415	<b>999,415</b> 999,415
Building Demolition	1.00	LS		0.00	0	0	0	128,650	128,650
USR RUF-0076 Demo - Home Economics Building #1 (1.620 SF)	1.00	LS		0.00	0	0	0	20,252	20,252
USR RUF-0077 Demo - Home Economics Building #2 (1,350 SF)	1.00	LS		0.00	0	0	0	1 <i>5</i> ,512	15,512
USR RUF-0078 Demo - Band/Music Building (2,700 SF)	1.00	LS		0.00	0	0	0	28,737	28,737
USR RUF-0079 Demo - Agriculture Shop (7,000 SF)	1.00	LS		0.00	0	0	0	50,899	50,899
USR Haysi HS Home Ec. Building - Lead Paint & Asbestos Abatment	1.00	EA		0.00 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>13,250.00</i> 13,250	13,250.00 13,250
				130.95	13,880.10	3,807.94	12,837.17	605,896.61	636,421.83

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
Athletic Field House (AFH) Buliding	1.00	EA		130.95	13,880	3,808	12,837	605,897	636,422
				130.95	13,880.10	3,807.94	12,837.17	9,112.50	39,637.72
Sitework	1.00	EA		130.95	13,880	3,808	12,837	9,113	39,638
<b>General</b> USR Site Survey	<b>1.00</b> 0.50		MOB-99	<b>83.33</b> 83.33	<b>11,236</b> 11,236	<b>0</b> 0	<b>1,313</b> 1,313	<b>0</b> 0	<b>12,549</b> 12,549
				0.01	0.88	1.38	3.37	30.38	36.00
Paving	300.00	SY		2.25	264	413	1,010	9,113	10,799
USR Fumish & Place Asphalt	101.25	TON	GRD-50	0.02 2.25	2.61 264	<i>4.08</i> 413	9.98 1,010	<i>90.00</i> 9,113	<i>106.66</i> 10,799
				7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seeding & Landscaping	0.50	ACR		3.70	160	74	788	0	1,022
USR Seeding, Fertilziing & Mulch		ACR	Lab-50	<i>7.41</i> 3.70	<i>320.64</i> 160	147.74 74	1,575.00 788	<i>0.00</i> 0	<i>2,043.37</i> 1,022
Utilities	1.00	LS		41.67	2,220	3,321	9,727	0	15,268
USR Water - Service Line Extension	300.00	LF	EXC-205	<i>0.06</i> 16.67	2.96 888	<i>4.43</i> 1,329	<i>15.75</i> 4,725	0.00 0	<i>23.14</i> 6,941
USR Sewer- Service Line Extension	300.00	LF	EXC-205	<i>0.06</i> 16.67	2.96 888	<i>4.43</i> 1,329	<i>13.34</i> 4,001	0.00 0	<i>20.72</i> 6,217
USR Gas - Service Line Extension	300.00	LF	EXC-205	<i>0.0</i> 3 8.33	1.48 444	2. <i>21</i> 664	3. <i>34</i> 1,002		7. <i>0</i> 3 2,110
				0.00	0.00	0.00	0.00		89.06
Building Construction USR Haysi High -Construct New Athletic Building (6,950 SF)	<b>5,000.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>o</b> 0	<b>0</b> 0	<b>445,323</b> 445,323	<b>445,323</b> 445,323
(6,655 - 1,7				0.00	0.00	0.00	0.00	151,461.00	151,461.00
Building Demolition USR RUF-0141 Demo - Athletic Field House (AFH)	<b>1.00</b> 1.00	EA LS		<b>0.00</b> 0.00	<b>o</b> o	<b>0</b> 0	<b>0</b> 0	<b>151,461</b> 116,578	<b>151,461</b> 116,578
Buliding (5,000 SF) USR Demo - Locker/Storage Building (2,700 SF) @ Sandlick Site	1.00	LS		0.00	0	0	0	32,383	32,383
USR Demo - Ticket Office Building (150 SF)	1.00	LS		0,00	0	0	0	2,500	2,500
USR ?? RUF-0141 Demo - Athletic Field House (AFH) Building (6,800 SF)	0.00	LS		0.00	0	0	0	0	0
18 Cultural Resources	1.00	LS		0.00	0	0	0	33,000	33,000
USR Cultural Resource Mitigation Allowance (1% of construction)	1.00	) EA		<i>0.00</i> 0.00	0.00 0	<i>0.00</i> 0	<i>0.00</i> 0	•	33,000.00 33,000
30 Engineering & Design	1.00	LS		0.00	0	0	0	499,000	499,000

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMati	DirectSubBid	DirectCost
•				0.00	0.00	0.00	0.00	333,000.00	333,000.00
Plans & Specificaitons USR Engineering & Design for Plans & Specifications	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>333,000</b> 333,000	<b>333,000</b> 333,000
				0.00	0.00	0.00	0.00	166,000.00	166,000.00
Engineering During Construction USR Engineering & Design during Construction	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>166,000</b> 166,000	<b>166,000</b> 166,000
31 Supervision & Adminstration	1.00	LS		0.00	0	0	0	250,000	250,000
				0.00	0.00	0.00	0.00	250,000.00	250,000.00
Construction QC/QA & Contract Admin USR Supervision & Administration	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>250,000</b> 250,000	<b>250,000</b> 250,000
SANDLICK ELEMENTARY SCHOOL	1.00	LS		18,796.77	1,521,883	1,646,460	1,106,854	18,159,896	22,435,094
				0.00	0.00	0.00	0.00	234,025.00	234,025.00
01 Lands & Damages	1.00	EA		0.00	0	0	0	234,025	234,025
Real Estate Acquisition	1.00	LS		0.00	0	0	0	114,000	114,000
USR Real Estate Acquisition - Rural Undeveloped	6.00	ACR		<i>0.00</i> 0.00	0.00 0	0.00	<i>0.00</i> 0	<i>10,000.00</i> 60,000	10,000.00 60,000
USR Real Estate Admin Cost	3.00	EA		0.00 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>18,000.00</i> 54,000	18,000.00 54,000
				0.00	0.00	0.00	0.00	38,000.00	38,000.00
Construction Staging Areas	1.00	EA		0.00	0	0	0	38,000	38,000
USR Real Estate - Staging Site Easement	2.00	ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> 20,000	<i>10,000.00</i> 20,000
USR Real Estate Admin Cost	1.00	EA		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>18,000.00</i> 18,000	<i>18,000.00</i> 18,000
				0.00	0.00	0.00	0.00	78,000.00	78,000.00
Spoil Site Easements	1.00	EA		0.00	0	0	0	78,000	78,000
USR Real Estate - Spoil Site Easement	6.00	ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> 60,000	<i>10,000.00</i> 60,000
USR Real Estate Admin Cost	1.00	EA		0.00 0.00	0.00	0.00 0	0.00	<i>18,000.00</i> 18,000	<i>18,000.00</i> 18,000
				0.00	0.00	0.00	0.00	4,025.00	4,025.00
PL 91-646 Relocation Assistance	1.00	EA		0.00	0	0	0	4,025	4,025
				0.00	0.00	0.00	0.00	4,025.00	4,025.00

Time 08:45:50

<b>Description</b> USR Real Estimate - PL 91-646 Payments	Quantity 1.00	UOM EA	CrewTag	Duration 0.00	DirectLabor 0	DirectEQ 0	DirectMatl 0	DirectSubBid 4,025	DirectCost 4,025
02 Relocations	1.00	LS		18,796.77	1,521,883	1,646,460	1,106,854	12,317,871	16,593,069
Mobilization and Demobilization	1.00	LS		24.13	3,017	9,428	0	0	12,445
USR Hauling of Site Equipment	200.00	MI	MOB-15	0.03 6.35	<i>5.85</i> 1,170	<i>9.40</i> 1,880	0.00 0	0.00 0	<i>15.25</i> 3,049
USR Loading/Offloading of Site Equipment	4.00	EA	MOB-10	<i>4.44</i> 17.78	<i>461.76</i> 1,847	1,887.09 7,548	· 0.00 0	<i>0.00</i> 0	<i>2,348.85</i> 9,395
<b></b> .	4.44			18,772.65	1,518,865.91	1,637,032.47	1,106,854.21	2,408,625.00	6,671,377.58
Sitework	1.00			18,772.65	1,518,866	1,637,032	1,106,854	2,408,625	6,671,378
General	1.00	LS		175.55	22,663	0	3,150	0	25,813
USR Furnish & Install Project Signs USR Site Survey	1.00 1.00		Lab-01 MOB-99	8.89 8.89 166.66	<i>190.34</i> 190 22,473	0.00 0 0	<i>525.00</i> 525 2,625	<i>0.00</i> 0 0	<i>715.34</i> 715 25,098
Cemetary Relocation	1.00	LS		0.00	0	0	0	1,650,000	1,650,000
USR Cernetary Grave Site Relocation	165.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>10,000.00</i> 1,650,000	<i>10,000.00</i> 1,650,000
				6 <b>6</b> .67	2,885.73	1,413.62	9,450.00	0.00	13,749.35
Relocate Playground Equipment	1.00	EA		66.67	2,886	1,414	9,450	0	13,749
USR Relocate Playground Equipment	3.00	EA	Lab-25	22.22 66.67	961.91 2,886	<i>471.21</i> 1,414	<i>3,150.00</i> 9,450	0.00 0	<i>4,583.12</i> 13,749
USR Cemetary Grave Site Relocation	0.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	0.00 0	0.00 0
				0.05	4.16	4.55	2. <i>7</i> 5	0.17	11.63
Bank Excavation	356,545.00	BCY		18,356.96	1,482,407	1,624,011	979,092	60,000	4,145,510
				0.03	2.01	2.68	0.00	0.00	4.69
Summer Work Common Excavation	35,654.50	BCY		1,136.81	71,595	95,519	0	0	167,115
				0.01	0.60	0.65	0.00	0.00	1.25
Excavation	35,654.50	BCY		198.08	21,241	23,164	0	0	44,405
HOD O TO A F AND TO	25 654 50	DC)/	EVC 200	0.01	0.60	0.65	<i>0.00</i> 0	0.00 0	1.25 44,405
USR Common Excavation	35,654.50	BUT	EXC-200	198.08 <i>0.02</i>	21,241 <i>0.54</i>	23,164 <i>0.74</i>	0.00	0.00	1.28
Speil Hauting, Common	35,654.50	RCV		681.23	19,211	26,394	0.00	0.00	45,605
Spoil Hauling - Common	39,034.30	וייי		0.37	10.44	14.35	0.00	0.00	24.79
USR Haul Spoil - Common Exc	1,839.32	EA	Haul-50	681.23	19,211	26,394	0.00	0.00	45,605
				0.01	0.87	1.29	0.00	0.00	2.16

Time 08:45:50

Description	Quantity UOI	// CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
Placing Spoil	35,654.50 BCY	•	257,50	31,143	45,961	0	0	77,105
USR Spread & Compact Spoil Material	46,350.85 LCY	GRD-50	0.01 257.50	<i>0.67</i> 31,143	<i>0.99</i> 45,961	<i>0.00</i> 0	<i>0.00</i> 0	<i>1.66</i> 77,105
			0.05	4.06	4.52	2.89	0.00	11.46
Summer Work Rock Excavation	161,871.43 BCY	•	8,121.17	656,986	731,168	467,404	0	1,855,558
			0.02	2.21	1.86	2.89	0.00	6.96
Excavation	161,871.43 BCY	•	2,547.98	358,034	301,599	467,404	0	1,127,037
USR Rock Blasting, Light	40,467.86 BCY	BLAST-005	0.01 449.64	<i>1.46</i> 59,002	<i>1.00</i> 40,618	2. <i>8</i> 9 116,851	0	<i>5.3</i> 5 <b>216,47</b> 1
USR Rock Blasting, Mass	121,403.57 BCY	BLAST-005	0.01 899,29	<i>0.97</i> 118,004	<i>0.67</i> 81,236	2.89 350,553	0.00 0	<i>4.5</i> 3 549,793
USR Loading Blasted Rock	161,871.43 BCY		0.01 1,199.05	1.05 170,349	1.11 179,746	0.00 0	-	2.16 350,095
USR Blast Oversight & Design Crew	80.94 HR		<i>0.00</i> 0.00	<i>131.93</i> 10,678	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>131</i> .93 10,678
			0.02	0.70	0.97	0.00	0.00	1.67
Spoil Hauling - Rock	161,871.43 LCY		4,044.41	114,057	156,699	0	0	270,756
USR Haul Spoil - Rock Exc	10,919.90 EA	Haul-50	<i>0</i> .37 4,044.41	<i>10.44</i> 114,057	<i>14.35</i> 156,699	<i>0.00</i> 0		<i>24.79</i> 270,756
			0.01	1.14	1.69	0.00	0.00	2.83
Placing Spoil	161,871.43 BCY		1,528.79	184,8 <del>9</del> 6	272,869	0	0	457,765
USR Spread & Compact Spoil Material	275,181.43 LCY	GRD-50	<i>0.01</i> 1,528.79	<i>0.67</i> 184,896	<i>0.99</i> 272,869	<i>0.00</i> 0	0.00 0	1.66 457,765
		_	0.05	4.06	4.62	2.89		11.56
In-School Work Rock Excavation	159,019.07 BCY	•	7,978.06	645,409	733,974	459,168	0	1,838,551
		_	0.02	-2.21	1.91	2.89		7.01
Excavation	159,019.07 BCY	•	2,503.08	351,725	303,595	459,168	0	1,114,487
USR Rock Blasting, Light	39,754.77 BCY	BLAST-005	0.01 441.72	<i>1.46</i> 57,962	<i>1.0</i> 3 40,819	2.89 114,792		<i>5.37</i> 213,573
USR Rock Blasting, Mass	119,264.30 BCY	BLAST-005	0.01 883.44	<i>0.97</i> 115,925	<i>0.68</i> 81,638	2.89 344,376		<i>4.54</i> <b>5</b> 41,939
USR Loading Blasted Rock	159,019.07 BCY	EXC-500	<i>0.01</i> 1,177.92	<i>1.05</i> 167,348	<i>1.14</i> 181,137	<i>0.00</i> 0		<i>2.19</i> 348,485
USR BLAST-100 Blast Oversight & Design Crew	79.51 HR		<i>0.00</i> 0.00	131.93 10,490	<i>0.00</i> 0	<i>0.00</i> 0	<i>0.00</i> 0	<i>131.93</i> 10,490
			0.02	0.70	0.99	0.00	0.00	1.69

Time 08:45:50

Description	Quantity UO	M CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
Spoil Hauling - Rock	159,019.07 LCY		3,973.14	112,047	157,063	0	0	269,109
USR Haul Spoil - Rock Exc	10,727.48 EA	Haul-50	<i>0.37</i> 3,973.14	<i>10.44</i> 112,047	<i>14.64</i> 157,063	<i>0.00</i> 0	<i>0.00</i> 0	25. <i>09</i> 269,109
			0.01	1.14	1.72	0.00	0.00	2.86
Placing Spoil	159,019.07 BCY		1,501.85	181,638	273,317	0	. 0	454,955
USR Spread & Compact Spoil Material	270,332.42 LCY	GRD-50	<i>0.01</i> 1,501.85	<i>0.67</i> 181,638	1.01 273,317	<i>0.00</i> 0	<i>0.00</i> 0	1.68 454,955
<b>.</b>			639.15	51,199.49	46,822.23	35,364.00	30,000.00	163,385.72
Preparation Work	1.00 EA		639.15	51,199	46,822	35,364	30,000	163,386
USR Site Clearing & Grubbing	6.00 ACR		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 30,000	<i>5,000.00</i> 30,000
USR Furnish and Install Silt Fence	10,000.00 LF	Lab-50	0.01 74.07	<i>0.5</i> 3 5,336	<i>0.27</i> 2,693	<i>0.42</i> 4,200	0.00 0	1.22 12,229
USR Furnish and Install Straw Bale Dikes	400.00 LF	Lab-50	0.06 22. <b>22</b>	<i>4.00</i> 1,601	2. <i>02</i> 808	6.93 2,772	<i>0.00</i> 0	<i>12.95</i> 5,181
USR Water Tank Demolition	1.00 EA		0.00 0.00	<i>894.46</i> 894	466.50 467	<i>1,365.00</i> 1,365	0.00 0	2,725.97 2,726
USR Develop Haul Roads	1,500.00 LF	GRD-50	0.04 66.67	5.12 7,677	<i>8.15</i> 12,226	<i>11.72</i> 17,577	0.00 0	<i>24.99</i> 37,480
USR Maintain Haul Roads	18.00 MO	GRD-06	<i>26.46</i> 476.19	<i>1,982.8</i> 3 35,691	1,701.61 30,629	<i>525.00</i> 9,450	0.00 0	<i>4,209.44</i> 75,770
			80.29	9,535.99	2,754.65	2,859.50		20,150.15
Spoil Site Development USR Site Survey	<b>6.00 ACF</b> 2.00 LS	MOB-99	<b>481.76</b> 333.32	<b>57,216</b> 44,322	<b>16,528</b> 0	<b>17,157</b> 5,250	<b>30,000</b> 0	<b>120,901</b> 49,572
USR Site Clearing & Grubbing - Heavy	6.00 ACR		<i>0.00</i> 0.00	<i>0.00</i> 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 30,000	<i>5,000.00</i> 30,000
USR Fumish and Install Silt Fence	900.00 LF	Lab-50	0.01 6.67	<i>0.53</i> 480	0.27 242	<i>0.42</i> 378		<i>1.22</i> 1,101
USR Furnish and Install Straw Bale Dikes	300.00 LF	Lab-50	<i>0.06</i> 16.67	<i>4.00</i> 1,201	2. <i>02</i> 606	6.93 2,079	<i>0.00</i> 0	<i>12.95</i> 3,886
USR Final Site Grading & Compaction	14,520.00 LCY	GRD-50	<i>0.01</i> 80.67	<i>0.64</i> 9,290	<i>1.02</i> 14,793	<i>0.00</i> 0	<i>0.00</i> 0	1.66 24,083
USR Final Site Seeding, Fertilziing & Mulch	6.00 ACR	Lab-50	7.41 44.44	320.64 1,924	147.74 886	1,575.00 9,450	0	2,043.37 12,260
Utilities	1.00 LS		69.44	3,699	5,536	16,212	607,500	632,947
Relocate Power Pole	1.00 LS		0.00	0	0	0	107,500	107,500

Time 08:45:50

Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
USR Demo Power Power Poles	10.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	2,000.00 20,000	<i>2,000.00</i> 20,000
USR Install New Service Pole	7.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	7,500.00 52,500	7,500.00 52,500
USR Install New Local Use Pole	7.00	EA		<i>0.00</i> 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>5,000.00</i> 35,000	5, <i>000.00</i> 35,000
				69.44	3,699.33	5,535.76	16,212.00	0.00	25,447.09
Service Line Extensions	1.00	EA		69.44	3,699	5,536	16,212	0	25,447
USR Water - Service Line Extension	500.00	LF	EXC-205	<i>0.0</i> 6 27.78	2.96 1,480	<i>4.4</i> 3 2,214	<i>15.75</i> 7,875	0.00	<i>23.14</i> 11,569
USR Sewer- Service Line Extension	500.00	LF	EXC-205	0.06 27.78	2.96 1,480	<i>4.43</i> 2,214	<i>13.34</i> 6,668	<i>0.00</i> 0	<i>20.72</i> 10,362
USR Gas - Service Line Extension	500.00	LF	EXC-205	0.03 13.89	1.48 740	2. <i>21</i> 1,107	3,34 1,670	<i>0.00</i> 0	7. <i>03</i> 3,517
				0.00	0.00	0.00	0.00	500,000.00	500,000.00
Package Sewage Treatment Plant USR Install New Package Treatment Plant for School Facility	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>500,000</b> 500,000	<b>500,000</b> 500,000
				0.01	0.88	1.38	3.37	30.38	36.00
Paving	3,000.00	SY		22.50	2,638	4,126	10,100	91,125	107,989
USR Furnish & Place Asphalt	1,012.50	TON	GRD-50	<i>0.02</i> 22.50	<i>2.61</i> 2,638	<i>4.08</i> 4,126	9. <i>98</i> 10,100	<i>90.00</i> 91,125	<i>106.66</i> 107,989
				7.41	320.64	147.74	1,575.00	0.00	2,043.37
Seeding & Landscaping	2.00	ACR		14.81	641	295	3,150	0	4,087
USR Seeding, Fertilziing & Mulch	2.00	ACR	Lab-50	<i>7.41</i> 14.81	<i>320.64</i> 641	147.74 295	<i>1,575.00</i> 3,150	0.00	<i>2,043</i> .37 4,087
				0.03	1.97	0.83	42.85	0.00	45.64
Site Fencing	2,000.00	LF		66.71	3,932	1,650	85,700	0	91,282
USR Install New Fence, 7' chain link	2,000.00	LF	Lab-25	0.02 44.44	<i>0.98</i> 1,962	0. <i>47</i> 942	<i>37.80</i> <b>7</b> 5,600	<i>0.00</i> 0	<i>39.25</i> 78,505
USR Install New Fence Gate, 15'W Slide Gate	4.01	EA	Lab-30	5.56 22.27	<i>491.46</i> 1,970	<i>176,61</i> 708	<i>2,520.00</i> 10,100	<i>0.00</i> 0	3,188.06 12,778
				0.00	0.00	0.00	0.00		8,998,684.34
Building Construction USR Sandlick Elementary - Construct New Elementary Building (91,139 SF)	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	0	<b>8,998,684</b> 8,998,684	<b>8,998,684</b> 8,998,684

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Description	Quantity	UOM	CrewTag	Duration	DirectLabor	DirectEQ	DirectMatl	DirectSubBid	DirectCost
				0.00	0.00	0.00	0.00	910,562.00	910,562.00
Building Demolition USR RUF-0150 Demo - Existing Sandlick Elementary Building (75,300 SF)	<b>1.00</b> 1.00			<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>910,562</b> 701,755	<b>910,562</b> 701,755
USR RUF-0158 Demo - Custodian House (1,344 SF)	1.00	LS ·		0.00	0	0	0	16,307	16,307
USR Sandlick ES - Lead Paint & Asbestos Abatment	1.00	EA		0.00 0.00	0.00 0	0.00 0	<i>0.00</i> 0	<i>192,500.00</i> 192,500	<i>192,500.00</i> 192,500
18 Cultural Resources	1.00	LS		0.00	0	0	0	235,000	235,000
USR Cultural Resource Mitigation Allowance (1% of construction)	1.00	EA		0.00 0.00	0.00 0	0.00 0	0.00 0	<i>235,000.00</i> 235, <b>00</b> 0	235, <i>000.00</i> 235,000
30 Engineering & Design	1.00	LS		0.00	0	0	0	3,582,000	3,582,000
				0.00	0.00	0.00	0.00	2,388,000.00	2,388,000.00
Plans & Specifications USR Engineering & Design for Plans & Specifications	<b>1.00</b> 1.00	EA LS		<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>2,388,000</b> 2,388,000	<b>2,388,000</b> 2,388,000
				0.00	0.00	0.00	0.00	1,194,000.00	1,194,000.00
Engineering During Construction USR Engineering & Design during Construction		EA LS		<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b>	<b>1,194,000</b> 1,194,000	<b>1,194,000</b> 1,194,000
31 Supervision & Adminstration	1.00	LS		0.00	0	0	0	1,791,000	1,791,000
•				0.00	0.00	0.00	0.00	1,791,000.00	1,791,000.00
Construction QC/QA & Contract Admin USR Supervision & Administration		EA LS		<b>0.00</b> 0.00	<b>0</b> 0	<b>0</b> 0	<b>0</b> 0	<b>1,791,000</b> 1,791,000	<b>1,791,000</b> 1,791,000

Print Date First August 2010 Eff. Date 8/1/2010

## U.S. Army Corps of Engineers Project : Dickenson Co School Relocation DDR Estimate - INDEPENDENT GOVERNMENT ESTIMATE -

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Description	ManHours	EQHours	CrewHours	CrewCost
Crew Summary				
USR Deisgn Crew USR CE-005 Civil Engineer	7,2500 644,4444 1,0000	0.0000 0.0000	88.8889	296.2450 26,332.89
USR CE-010 Civil Engineering - Technician	2.0000			
USR CE-001 Engineering Manager	0.2500			
USR SRV-005 Surveyor	4.0000			
USR BLAST-005 Rock Blasting Crew RSM X-LABORER Outside Laborers, (Semi-Skilled)	5.0000 44,239.3125 2.0000	3.0000 26,543.5875	8,847.8625	<i>191.1050</i> 1,690,870.59
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
RSM X-EQOPRLT Outside Equip. Operators, Light	1.0000			
EP D10IR003 DRILL, AIR TRACK, CRAWLER, 2.5-4.0" DIA, 12' FEED (ADD COST FOR DRILL STEEL AND BIT WEAR, ADD 750 CFM COMPRESSOR)		1.0000		
MAP A15IA007 AIR COMPRESSOR, 750 CFM, 300 PSI (ADD HOSE)		1.0000		
GEN A20Z0490 AIR HOSE, 3.0" (76 MM) DIA x 100' (31 M) LENGTH, HARDROCK (USE AS DRILLING ACCESSORY)		1.0000		
USR BLAST-100 Blast Oversight & Design Crew USR CE-001 Engineering Manager USR CE-010 Civil Engineering - Technician	2.0000 1,160.9450 1.0000 1.0000	0.0000 0.0000	580.4725	92.9200 53,937.50
	7.0000	1.0000		281.0180
USR BRIDG1 Bridge Erection Crew RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	388.8889 1.0000	55.5556	55.5556	15,612.11
RSM X-STRSTEEL Outside Steel Workers	1.0000			
RSM X-EQOPROIL Outside Equip. Oilers	1.0000			
RSM X-STRSTEEL Outside Steel Workers	4.0000			
GEN C90Z2640 CRANE, MECH, TRUCK MTD,150T 270' LATTICE BOOM (136MT, 82.3M)		1.0000		
USR CONC-005 Placing Concrete Crew RSM X-CEMTFINR Outside Cement Finishers	5.0000 8,238.4722 1.0000	3. <i>0000</i> 4,943.0833	1,647.6944	<i>197.0943</i> 324,751.17
RSM X-CEMTFINR Outside Cement Finishers	2.0000			
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
RSM X-CEMTFINR Outside Cement Finishers	1.0000			
EP C550E001 CONCRETE PUMP, PUMP & BOOM, 130 CY/HR, REACH: 72' HORIZONTAL / 85' VERTICAL (ADD 50,000 GVW TRUCK)		1.0000		

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<b>Description</b> EP C65WC005 CONCRETE VIBRATOR, 1.75" HEAD, 13' SHAFT, W/GAS MOTOR ON CART	ManHours	EQHours 2.0000	CrewHours	CrewCost
USR CONC-010 Formwork Crew RSM X-CARPNTER Outside Carpenters	6.0000 4,340.0000 1.0000	2.0000 1,446.6667	723.3333	<i>195,3849</i> 141,328.42
RSM X-CARPNTER Outside Carpenters	3.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
GEN C75Z2180 CRANE, HYDRAULIC, SELF-PROPELLED, ROUGH TERRAIN, 25 TON (23 MT), 70' (21.3 M) BOOM, 4X4		1.0000		
MAP F10JC001 FORK LIFT, ROUGH TERRAIN, 6,000 LBS @ 28' HIGH STRAIGHT MAST, 4X4		1.0000		
USR CONC-012 Placing Reinforcing Steel RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	6.0000 2,860.0000 1.0000	3. <i>0000</i> 1,430.0000	476.6667	<i>220.8441</i> 105,269.04
RSM X-RODMAN Outside Rodmen	1.0000			
RSM X-RODMAN Outside Rodmen	3.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
GEN C75Z2180 CRANE, HYDRAULIC, SELF-PROPELLED, ROUGH TERRAIN, 25 TON (23 MT), 70' (21.3 M) BOOM, 4X4		1.0000		
MAP W35XX024 WELDER, ENGINE DRIVEN, DIESEL, DC-CC/CV, 400 AMP, 2-10 KW, TRAILER MTD		1.0000		
MAP F10JC001 FORK LIFT, ROUGH TERRAIN, 6,000 LBS @ 28' HIGH STRAIGHT MAST, 4X4		1.0000		
USR CONC-015 Concrete Finishing Crew - Wall RSM X-EQOPRMED Outside Equip. Operators, Medium	7.0000 2,025.3333 1.0000	2.0000 578.6667	289.3333	242.7149 70,225.52
RSM X-CEMTFINR Outside Cement Finishers	1.0000 2.0000			
RSM X-CEMTFINR Outside Cement Finishers  RSM X-CARPNTER Outside Carpenters	2.0000			
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1,0000			
GEN C75Z2180 CRANE, HYDRAULIC, SELF-PROPELLED, ROUGH TERRAIN, 25 TON (23 MT), 70' (21.3 M) BOOM, 4X4	1.0000	1.0000		
MAP F10JC001 FORK LIFT, ROUGH TERRAIN, 6,000 LBS @ 28' HIGH STRAIGHT MAST, 4X4		1.0000		
WALL TOUGHT ON CHILL T, TOUGHT LEAVEN, 0,000 EDG @ 20 MON ON WHON, 474		4		
USR CONC-018 Concrete Finishing Crew Slab RSM X-CEMTFINR Outside Cement Finishers	3. <i>0000</i> 592.8750 2.0000	2.0000 395.2500	197.6250	<i>84.8830</i> 16,775.01
RSM X-CEMTFINR Outside Cement Finishers	1.0000			
EP C25ST001 CONCRETE FINISHER, WALK BEHIND, ROTO TROWEL, 36" DIA ROTOR, 4 BLADES		2.0000		
USR CONC-020 Concrete Cleaning & Prep Crew	3. <i>0000</i> 128.0903	3. <i>5000</i> 149.4387	42.6968	<i>138.2678</i> 5,903.59

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Description	ManHours	EQHours	CrewHours	CrewCost
RSM X-CEMTFINR Outside Cement Finishers	1.0000			
RSM X-CEMTFINR Outside Cement Finishers	2.0000			
EP A15IA009 AIR COMPRESSOR, 1,000 CFM, 125 PSI (ADD HOSE)		1.0000		
MAP XMEZ0009 SAZ TERRAZZO GRINDER		1.0000		
MAP XMEZ0100 SAW MASONRY 14" (ELECT) 0		0.5000		
MAP W25XX008 WATER BLASTER, LOW PRESSURE, COLD WATER, 3,000 PSI, 4 GPM		1.0000		
	4.0000	0.0000		103,0000
USR ELEC-005 Pump Station Install Crew RSM X-ELECTRN Outside Electricians	88.8889 1.0000	0.0000	22.2222	2,288.89
RSM X-PLUMBER Outside Plumbers	2.0000			
RSM X-ELECTRN Outside Electricians	1.0000			
USR EXC-200 Excavation w/ Hyd Excavator up to 200 BCY/HR w/ Dozer & FE loader RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	4.0000 2,621.5889 1.0000	2.0000 1,310.7944	655.3972	<i>204.7734</i> 134,207.93
RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
MAP L40CS010 LOADER, FRONT END, WHEEL, 3.0 CY BUCKET, ARTICULATED, 4X4		0.5000		
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		0.5000		
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH		1.0000		
USR EXC-205 Excavation w/ Hyd Excavator up to 200 BCY/HR RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000 890.0000 1.0000	1.0000 445.0000	445.0000	122.8065 54,648.87
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH		1.0000		
USR EXC-206 Excavation w/ Hyd Excavator up to 200 BCY/HR 75% Standby RSM X-LABORER Outside Laborers, (Semi-Skilled)	1.0000 79.3333 0.5000	1.0000 79.3333	79.3333	<i>54.4575</i> 4,320.29
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	0.5000			
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH		0,2500		
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH		0.7500		
USR EXC-207 Excavation w/ Hyd Excavator up to 175 BCY/HR (stone) RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000 28.0000 1.0000	1.0000 14.0000	14.0000	<i>122.8065</i> 1,719.29

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Description  RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	ManHours 1,0000	EQHours	CrewHours	CrewCost
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH	1,0000	1.0000		
USR EXC-500 Rock Excavation w/ FE Loader up to 250 BCY/HR RSM X-EQOPRMED Outside Equip. Operators, Medium	5. <i>0000</i> 39,323.8333 1.0000	5. <i>0000</i> 39,323.8333	7,864.7667	263.5263 2,072,572.54
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	1.0000			
RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000			
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		1.0000		
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		1.0000		
GEN H25Z3175 HYDRAULIC EXCAVATOR, CRAWLER, 40,000 LB (18,144 KG), 1.00 CY (0.8 M3) BUCKET, 19.6' (5.9 M) MAX DIGGING DEPTH		1.0000		
EP L40KM003 LOADER, FRONT END, WHEEL, 3.00 CY BUCKET, ARTICULATED, 4X4		1.0000		
EP H10NP009 HAMMERS, HYDRAULIC, 2,500 FT-LBS, IMPACT FREQUENCY 550 BPM (ADD 95-125 HP HYDRAULIC EXCAVATOR H25)(ADD COST FOR POINT WEAR)		1.0000		
	2.0000	1.0000		154,3908
USR GRD-05 Grading Crew RSM X-EQOPRMED Outside Equip. Operators, Medium	120.0000 1.0000	60.0000	60.0000	9,263.45
RSM X-LABORER Outside Laborers, (Semi-Skilled)	1.0000			
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POWERSHIFT, W/8.98 CY SEMI-U BLADE (ADD ATTACHMENTS)		1.0000		
USR GRD-06 Haul Road Maintenance Crew RSM X-LABORER Outside Laborers, (Semi-Skilled)	3.0000 3,174.6032 1.0000	<i>3.0000</i> 3,174.6032	1,058.2011	<i>124.6438</i> 131,898.23
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
RSM X-TRKDVRMED Outside Truck Drivers, Medium	1.0000			
EP G15CA001 GRADER, MOTOR, ARTICULATED, 6X4, 12' BLADE W/17 TEETH SCARIFIERS		1.0000		
EP T40RS001 TRUCK OPTIONS, WATER TANK, 2,000 GAL (ADD 28,000 GVW TRUCK)		1.0000	*	
EP T50XX025 TRUCK, HIGHWAY, 30,000 LBS GVW, 2 AXLE, 4X4 (CHASSIS ONLY-ADD OPTIONS)		1.0000	•	
USR GRD-50 Spoil Spreading and Compaction Crew	4.5000 56,535.5079	2.5000 31,408.6155	12,563.4462	277.6961 3,488,820.23
RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.5000			
EP R50B0008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR		0.5000		-
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POWERSHIFT, W/8.98 CY SEMI-U BLADE (ADD ATTACHMENTS)		1.0000		

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<b>Description</b> EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)	ManHours	EQHours 1.0000	CrewHours	CrewCost
USR GRD-60 Backfill Placement and Compaction RSM X-LABORER Outside Laborers, (Semi-Skilled)	6.0000 119.0000 3.0000	<i>4.0000</i> 79.3333	19.8333	<i>263.2342</i> 5,220.81
RSM X-EQOPRMED Outside Equip. Operators, Medium	3.0000			
GEN C10Z1400 COMPACTOR, VIBROPLATE, 21" (534 MM) WIDE x 24" (610 MM) PLATE		1.0000		
MAP L40CS010 LOADER, FRONT END, WHEEL, 3.0 CY BUCKET, ARTICULATED, 4X4		1.0000		
EP R50BO008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR		1.0000		
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		1.0000		
USR Haul-10 1 Dump Trk w/ Driver RSM X-TRKDVRHV Outside Truck Drivers, Heavy	<i>1.0000</i> 79.5782 1.0000	2.0000 159.1564	79.5782	<i>56.1562</i> 4,468.81
GEN T40Z7090 TRUCK OPTION, DUMP BODY, REAR, 12 CY (9.2 M3) (ADD 45,000 LB (20,412 KG) GVW TRUCK)		1.0000		
GEN T50Z7420 TRUCK, HIGHWAY, 45,000 LB (20,412 KG) GVW, 6X4, 3 AXLE (ADD ACCESSORIES)		1.0000		
USR Haul-50 1 Trailer Dump w/ Trk w/ Driver RSM X-TRKDVRHV Outside Truck Drivers, Heavy	<i>1.0000</i> 28,786.4389 1.0000	2.0000 57,572.8777	28,786.4389	<i>59.7773</i> 1,720,774.76
MAP T45MY015 TRUCK TRAILER, END DUMP, 28 CY, 36 TON, 28' - 2 AXLE (W/HOIST) (ADD TOWING TRUCK)		1.0000		
GEN T50Z7420 TRUCK, HIGHWAY, 45,000 LB (20,412 KG) GVW, 6X4, 3 AXLE (ADD ACCESSORIES)		1.0000		
USR Lab-01 1 General Laborer RSM X-LABORER Outside Laborers, (Semi-Skilled)	1.0000 35.5556 1.0000	<i>0.0000</i> 0.0000	35.5556	<i>16.3300</i> 580.62
USR Lab-02 2 General Laborer RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000 2,400.2400 2.0000	0.0000 0.0000	1,200.1200	32.6600 39,195.92
USR Lab-25 2 General Laborers + Pickup w/ Trailer + Post Auger RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000 424.4444 1.0000	3.0000 636.6667	212.2222	<i>55.0572</i> 11,684.36
RSM X-LABORER Outside Laborers, (Semi-Skilled)	1.0000			
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)		1.0000		
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4		1.0000		
GEN XMEZ9300 DRILL, AUGER, FENCE POST, TOWED, 550 DIG-R-MOBILE - GENERAL EQUIP		1.0000		
USR Lab-30 3 General Laborers + Pickup w/ Trailer + 5T Crane w/ Oper RSM X-LABORER Outside Laborers, (Semi-Skilled)	3. <i>7500</i> 271.0003 1.0000	1.7500 126.4668	72.2668	100.4326 7,257.94

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Description	ManHours	EQHours	CrewHours	CrewCost
RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000	Lanouis	CIEMITOUIS	Ciewcost
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	0.7500			
EP C75BD009 CRANES, HYDRAULIC, SELF-PROPELLED, YARD, 8.5 TON, 30' BOOM, 4X2		0.7500		
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)		0.5000		
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4		0.5000		
USR Lab-50 2 General Laborers + Backhoe w/ Oper RSM X-EQOPRMED Outside Equip. Operators, Medium	3. <i>0000</i> 1,718.9726 1.0000	<i>1.0000</i> 572.9909	572.9909	<i>93.9624</i> 53,839.61
RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000			
EP L50CA004 LOADER / BACKHOE, WHEEL, 1.50 CY FRONT END BUCKET, 36" DIP, 19 CF, 17.1' DIGGING DEPTH, 4X2		1.0000		
USR Lab-50 3 General Laborers + Pickup w/ Trailer RSM X-LABORER Outside Laborers, (Semi-Skilled)	2.0000 558.8889 1.0000	2. <i>0000</i> 558.8889	279.4444	<i>5</i> 3.7972 15,033.32
RSM X-LABORER Outside Laborers, (Semi-Skilled)	1.0000			
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)		1.0000		
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4		1.0000		
USR MOB-10 Loading/Unloading Site Development Equipment RSM X-LABORER Outside Laborers, (Semi-Skilled)	4.0000 284.4444 2.0000	18.0000 1,280.0000	71.1111	<i>513.4481</i> 36,511.86
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	2.0000			
EP L15JD001 LANDSCAPING EQUIPMENT, LAWNMOWER, 54" DECK, SIDE DISCHARGE RIDING, 4X2		1.0000		
GEN L15Z3885 LANDSCAPING EQUIPMENT, MULCHER, STRAW BLOWER, 20 TONS PER HOUR, TRAILER MOUNTED		1.0000		
EP L50CA004 LOADER / BACKHOE, WHEEL, 1.50 CY FRONT END BUCKET, 36" DIP, 19 CF, 17.1' DIGGING DEPTH, 4X2		1.0000		
EP R50BO008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR		1.0000		
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POWERSHIFT, W/8.98 CY SEMI-U BLADE (ADD ATTACHMENTS)		1.0000		
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		1.0000		
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)		2.0000		
GEN T45Z7245 TRUCK TRAILER, LOWBOY, 120 TON (108.9 MT), 4 AXLE (ADD TOWING TRUCK)		3.0000		
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4		2,0000		
GEN T50Z7640 TRUCK, HIGHWAY, 75,000 LB (34,019 KG) GVW, 6X4, 3 AXLE (ADD ACCESSORIES)		3.0000		
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH EP L40KM003 LOADER, FRONT END, WHEEL, 3.00 CY BUCKET, ARTICULATED, 4X4		1.0000		
E ETONINOUS ESABLIS, FINORI ERD, TAILEE, 5.00 OF BOOKET, AKTIOUENTED, TAT				
	8.0000	20.0000		443.4504

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Crew Summary Page 36

Description	ManHours	EQHours	CrewHours	CrewCost
USR MOB-15 Hauling Site Development Equipment RSM X-LABORER Outside Laborers, (Semi-Skilled)	279.3651 5.0000	698.4127	34,9206	15,485.57
RSM X-TRKDVRHV Outside Truck Drivers, Heavy	3.0000			
EP C05OL001 CHAIN SAW, 16"-18" BAR		2.0000		
EP L15JD001 LANDSCAPING EQUIPMENT, LAWNMOWER, 54" DECK, SIDE DISCHARGE RIDING, 4X2		1.0000		
GEN L15Z3885 LANDSCAPING EQUIPMENT, MULCHER, STRAW BLOWER, 20 TONS PER HOUR, TRAILER MOUNTED		1.0000		
EP L50CA004 LOADER / BACKHOE, WHEEL, 1.50 CY FRONT END BUCKET, 36" DIP, 19 CF, 17.1' DIGGING DEPTH, 4X2	•	1.0000		
EP R50B0008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR		1.0000		
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POWERSHIFT, W/8.98 CY SEMI-U BLADE (ADD ATTACHMENTS)		1.0000		
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)		1.0000		
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)		2.0000		
GEN T45Z7245 TRUCK TRAILER, LOWBOY, 120 TON (108.9 MT), 4 AXLE (ADD TOWING TRUCK)		3.0000	•	
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4		2.0000		
GEN T50Z7640 TRUCK, HIGHWAY, 75,000 LB (34,019 KG) GVW, 6X4, 3 AXLE (ADD ACCESSORIES)		3.0000		
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH		1.0000		
EP L40KM003 LOADER, FRONT END, WHEEL, 3.00 CY BUCKET, ARTICULATED, 4X4				
USR MOB-99 Pre-Blast Survery Crew USR SRV-005 Surveyor	3. <i>2000</i> 213.2907 3.0000	<i>0.0000</i> 0.0000	66.6533	<i>124.6650</i> 8,309.34
USR CE-005 Civil Engineer	0.1000			
USR CE-010 Civil Engineering - Technician	0.1000			
USR MOB-99 Survey Crew USR CE-005 Civil Engineer	2. <i>8000</i> 4,977.5289 0.2000	<i>0.0000</i> 0.0000	1,777.6889	<i>112.0580</i> 199,204.26
USR CE-010 Civil Engineering - Technician	0.5000			
USR CE-001 Engineering Manager	0.1000			
USR SRV-005 Surveyor	2.0000			
USR PILE-001 Sheetpile Driving Crew RSM X-CARPNTER Outside Carpenters	5.0000 935.8333 1.0000	3. <i>0000</i> 561.5000	187.1667	<i>316.9155</i> 59,316.01
RSM X-EQOPRMED Outside Equip. Operators, Medium	1.0000			
RSM X-CARPNTER Outside Carpenters	1.0000			
RSM X-EQOPROIL Outside Equip. Oilers	1.0000			
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Crew Summary Page 37

Description  RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	ManHours 1.0000	EQHours	CrewHours	CrewCost
	1.0000			
EP P30VU002 PILE HAMMER, DRIVER/EXTRACTOR, VIBRATORY, 42 TON		1.0000		
GEN C90Z2640 CRANE, MECH, TRUCK MTD,150T 270' LATTICE BOOM (136MT, 82.3M)		1.0000		
MAP F10JC001 FORK LIFT, ROUGH TERRAIN, 6,000 LBS @ 28' HIGH STRAIGHT MAST, 4X4		1.0000		

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Equipment Rates Page 38

Description	ConditionType	EQHours	Total
Equipment Rates		173,604.7215	5,963,965.79
EP A15IA009 AIR COMPRESSOR, 1,000 CFM, 125 PSI (ADD HOSE)	Average	42.6968	<i>52.2986</i> 2,232.98
EP C05OL001 CHAIN SAW, 16"-18" BAR	Standby	69.8413	<i>0.0803</i> 5.61
EP C25ST001 CONCRETE FINISHER, WALK BEHIND, ROTO TROWEL, 36" DIA ROTOR, 4 BLADES	Average	395.2500	<i>2.4372</i> 963.28
EP C550E001 CONCRETE PUMP, PUMP & BOOM, 130 CY/HR, REACH: 72' HORIZONTAL / 85' VERTICAL (ADD 50,000 GVW TRUCK)	Average	1,647.6944	<i>64.7658</i> 106,714.30
EP C65WC005 CONCRETE VIBRATOR, 1.75" HEAD, 13' SHAFT, W/GAS MOTOR ON CART	Average	3,295.3889	<i>2.6105</i> 8,602.73
EP C75BD009 CRANES, HYDRAULIC, SELF-PROPELLED, YARD, 8.5 TON, 30' BOOM, 4X2	Average	54.2001	<i>29.0894</i> 1,576.65
EP D10iR003 DRILL, AIR TRACK, CRAWLER, 2.5-4.0" DIA, 12' FEED (ADD COST FOR DRILL STEEL AND BIT WEAR, ADD 750 CFM COMPRESSOR)	Average	8,847.8625	<i>30.8754</i> 273,181.05
EP G15CA001 GRADER, MOTOR, ARTICULATED, 6X4, 12' BLADE W/17 TEETH SCARIFIERS	Average	1,058.2011	<i>39.4371</i> 41,732.38
EP H10NP009 HAMMERS, HYDRAULIC, 2,500 FT-LBS, IMPACT FREQUENCY 550 BPM (ADD 95-125 HP HYDRAULIC EXCAVATOR H25)(ADD COST FOR POINT WEAR)	Average	7,864.7667	<i>17.6860</i> 139,095.89
EP L15JD001 LANDSCAPING EQUIPMENT, LAWNMOWER, 54" DECK, SIDE DISCHARGE RIDING, 4X2	Average	71.1111	9.2254 656.03
EP L15JD001 LANDSCAPING EQUIPMENT, LAWNMOWER, 54" DECK, SIDE DISCHARGE RIDING, 4X2	Standby	34.9206	<i>0.7804</i> 27.25
EP L40KM003 LOADER, FRONT END, WHEEL, 3.00 CY BUCKET, ARTICULATED, 4X4	Average	7,935.8778	<i>39.7715</i> 315,621.49
EP L40KM003 LOADER, FRONT END, WHEEL, 3.00 CY BUCKET, ARTICULATED, 4X4	Standby	34.9206	7.4394 259.79
EP L50CA004 LOADER / BACKHOE, WHEEL, 1.50 CY FRONT END BUCKET, 36" DIP, 19 CF, 17.1' DIGGING DEPTH, 4X2	Average	644.1020	36.3563 23,417.16
EP L50CA004 LOADER / BACKHOE, WHEEL, 1.50 CY FRONT END BUCKET, 36" DIP, 19 CF, 17.1' DIGGING DEPTH, 4X2	Standby	34.9206	6.9313 242.04
EP P30VU002 PILE HAMMER, DRIVER/EXTRACTOR, VIBRATORY, 42 TON	Average	187.1667	<i>59.4929</i> 11,135.08
EP R50BO008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR	Average	6,372.6675	<i>54.1921</i> 345,348.52
EP R50B0008 ROLLER, VIBRATORY, SELF-PROPELLED, SINGLE DRUM, SMOOTH, 11.5 TON, 83.9" WIDE, 3X2, SOIL COMPACTOR	Standby	34.9206	<i>9.0823</i> 317,16

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Equipment Rates Page 39

Description	ConditionType	EQHours	Total
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)	Average	418.6431	<i>32.5286</i> 13,617.86
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)	Severe	20,428.2129	<i>43.0225</i> 878,873.19
EP T15JD007 TRACTOR, CRAWLER (DOZER), 90 HP, POWERSHIFT, W/2.60 CY ANGLE BLADE (ADD ATTACHMENTS)	Standby	7,899.6873	<i>5.3340</i> 42,136.74
EP T40RS001 TRUCK OPTIONS, WATER TANK, 2,000 GAL (ADD 28,000 GVW TRUCK)	Average	1,058.2011	<i>5.2220</i> 5,525.97
EP T45XX010 TRUCK TRAILER, PUP TRAILER, 10 CY, LONG TONGUE (ADD TOWING TRUCK)	Average	739.8635	6.9787 5,163.26
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4	Average	597.6413	12.9656 7,748.77
EP T50XX012 TRUCK, HIGHWAY, CREW, 1 TON PICKUP, 4X4	Standby	142,2222	1.4470 205.79
EP T50XX025 TRUCK, HIGHWAY, 30,000 LBS GVW, 2 AXLE, 4X4 (CHASSIS ONLY-ADD OPTIONS)	Average	1,058.2011	<i>20.7747</i> 21,983.79
GEN A20Z0490 AIR HOSE, 3.0" (76 MM) DIA x 100' (31 M) LENGTH, HARDROCK (USE AS DRILLING ACCESSORY)	Average	8,847.8625	3.9333 34,800.92
GEN C10Z1400 COMPACTOR, VIBROPLATE, 21" (534 MM) WIDE x 24" (610 MM) PLATE	Average	19.8333	<i>4.7472</i> 94.15
GEN C75Z2180 CRANE, HYDRAULIC, SELF-PROPELLED, ROUGH TERRAIN, 25 TON (23 MT), 70' (21.3 M) BOOM, 4X4	Average	1,489.3333	63.3803 94,394.42
GEN C90Z2640 CRANE, MECH, TRUCK MTD,150T 270' LATTICE BOOM (136MT, 82.3M)	Average	242.7222	<i>129.2920</i> 31,382.05
GEN H25Z3175 HYDRAULIC EXCAVATOR, CRAWLER, 40,000 LB (18,144 KG), 1.00 CY (0.8 M3) BUCKET, 19.6' (5.9 M) MAX DIGGING DEPTH	Average	7,864.7667	47.3258 372,206.65
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH	Average	1,205.3417	79.7149 96,083.73
GEN H25Z3190 HYDRAULIC EXCAVATOR, CRAWLER, 70,000 LB (31,751 KG), 2.00 CY (1.5 M3) BUCKET, 21.6' (6.6 M) MAX DIGGING DEPTH	Standby	94.4206	<i>16.4030</i> 1,548.78
GEN L15Z3885 LANDSCAPING EQUIPMENT, MULCHER, STRAW BLOWER, 20 TONS PER HOUR, TRAILER MOUNTED	Standby	106.0317	<i>4.5879</i> 486.46
GEN T40Z7090 TRUCK OPTION, DUMP BODY, REAR, 12 CY (9.2 M3) (ADD 45,000 LB (20,412 KG) GVW TRUCK)	Severe	79.5782	2.7405 218.08
GEN T45Z7245 TRUCK TRAILER, LOWBOY, 120 TON (108.9 MT), 4 AXLE (ADD TOWING TRUCK)	Average	318.0952	<i>14.7935</i> 4,705.73
	<u>.</u>	<del></del>	33.5522

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GEN T50Z7420 TRUCK, HIGHWAY, 45,000 LB (20,412 KG) GV	ConditionType Average	<b>EQHours</b> 28,866.0170	<b>Totai</b> 968,517.34					
GEN T50Z7640 TRUCK, HIGHWAY, 75,000 LB (34,019 KG) GV	W, 6X4, 3 AXLE (AI	DD ACCESSORIES	)			Average	104.7619	<i>48.3691</i> 5,067.2 <b>4</b>
GEN T50Z7640 TRUCK, HIGHWAY, 75,000 LB (34,019 KG) GV	W, 6X4, 3 AXLE (AD	DD ACCESSORIES	)			Standby	213.3333	<i>4.9780</i> 1,061.96
GEN XMEZ9300 DRILL, AUGER, FENCE POST, TOWED, 550	Average	212.2222	1.2600 267.40					
MAP A15IA007 AIR COMPRESSOR, 750 CFM, 300 PSI (ADD H	IOSE)					Average	8,847.8625	<i>55.5249</i> 491,2 <b>7</b> 6.27
MAP F10JC001 FORK LIFT, ROUGH TERRAIN, 6,000 LBS @ 2	8' HIGH STRAIGHT	MAST, 4X4				Average	1,676.5000	<i>19.2813</i> 32,325.03
MAP L40CS010 LOADER, FRONT END, WHEEL, 3.0 CY BUCK	ET, ARTICULATED	, 4X4				Average	347.5319	<i>50.8178</i> 17,660.81
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POV	VERSHIFT, W/8.98	CY SEMI-U BLADE	(ADD ATTAC	HMENTS)		Average	71.1111	<i>92.0524</i> 6,545.95
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, PO	VERSHIFT, W/8.98	CY SEMI-U BLADE	(ADD ATTAC	HMENTS)		Severe	12,623.4462	<i>113.2680</i> 1,429,832.61
MAP T15CA012 TRACTOR, CRAWLER (DOZER), 240 HP, POWERSHIFT, W/8.98 CY SEMI-U BLADE (ADD ATTACHMENTS)						Standby	34.9206	<i>15.9286</i> 556.24
MAP T45MY015 TRUCK TRAILER, END DUMP, 28 CY, 36 TON	I, 28' - 2 AXLE (W/H	OIST) (ADD TOWII	NG TRUCK)			Average	28,786.4389	6. <i>0547</i> 174,291.97
MAP W25XX008 WATER BLASTER, LOW PRESSURE, COLD	WATER, 3,000 PSI,	4 GPM				Average	42.6968	4.7416 202.45
MAP W35XX024 WELDER, ENGINE DRIVEN, DIESEL, DC-CC	CV, 400 AMP, 2-10	KW, TRAILER MT	)			Average	476.6667	8.9599 4,270.90
MAP XMEZ0009 SAZ TERRAZZO GRINDER						Average	42.6968	<i>0.0268</i> 1.15
MAP XMEZ0100 SAW MASONRY 14" (ELECT) 0  Labor Rates						Average	21.3484	1.6860 35.99
RSM X-CARPNTER Outside Carpenters	2,935.8333	<i>15.5300</i> 45,593.49	0.0000 0.00	6,800.61	3,766.93	0.0000 0.00	0.0000 0.00	20.6924 60,720.39 Journeyma
RSM X-CARPNTER Outside Carpenters	910.5000	<i>17.1300</i> 15,596.87	<i>0.0000</i> 0.00	2,179.91	1,288.61	<i>0.0000</i> 0.00	0.0000 0.00	22.6525 20,625.08 Foreman
RSM X-CEMTFINR Outside Cement Finishers	4,354.6991	<i>17.9100</i> 77,992.66	<i>1.5000</i> 6,532.05	12,984.87	6,443.75	<i>1.5500</i> 6,749.78	<i>5.3700</i> 23,384.73	32.6977 141,887.12 Journeyma
RSM X-CEMTFINR Outside Cement Finishers	1,647.6944	<i>13.4325</i> 22,132.66	1.5000 2,471.54	3,407.43	1,828.60	<i>1.5500</i> 2,553.93	<i>5.3700</i> 8,848.12	26.3735 43,455.54 Apprentice
		18.9100	1.5000			1.5500	5.3700	34.0426

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## - INDEPENDENT GOVERNMENT ESTIMATE -

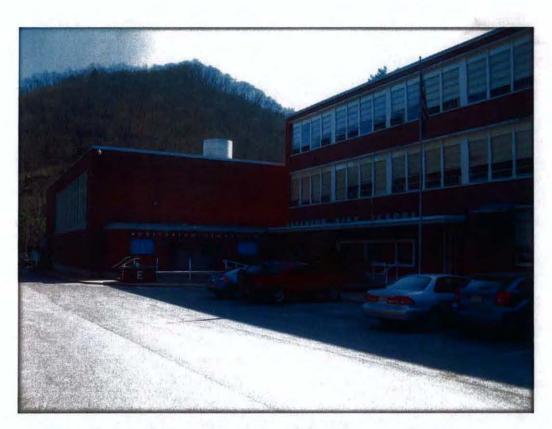
Description RSM X-CEMTFINR Outside Cement Finishers	<b>ManHours</b> 2,177,3495	BaseWage 41,173.68	TaxableFringe 3,266.02	Payroll 6,831.77	WCI 3,401.77	NonTaxFringe 3,374.89	Subsistence 11,692.37	Total LaborTy <sub>I</sub> 73,857.87 Foreman
RSM X-ELECTRN Outside Electricians	22,2222	22.73 <i>00</i> 505.11	1.5000 33.33	74.83	41.73	<i>5.1200</i> 113.78	<i>0.0000</i> 0.00	36,8684 819.30 Journeymai
RSM X-ELECTRN Outside Electricians	22,2222	32.7300 727.33	1,5000 33,33	105.89	60.09	<i>5.1200</i> 113.78	<i>0.0000</i> 0.00	50.0923 1,113.16 Foreman
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	11,440.9390	19.0300 217,721.07	0.0000 0.00	32,984.91	18,851.94	0.000 <i>0</i> 0.00	5.3700 61,437.84	30.5350 362,486.07 Journeymai
RSM X-EQOPRHVY Outside Equip. Operators, Heavy (Group1)	17,866.6931	20.0300 357,869.86	0.0000 0.00	59,951.50	31,183.22	0.0000 0.00	<i>5.3700</i> 95,944.14	31.8574 603,570.22 Foreman
RSM X-EQOPRLT Outside Equip. Operators, Light	8,847.8625	<i>15.1400</i> 133,956.64	0.0000 0.00	21,522.02	11,875.93	0.0000 0.00	0.0000 0.00	21.4413 189,543.00 Journeyma
RSM X-EQOPRMED Outside Equip. Operators, Medium	39,067.3967	<i>18.0500</i> 705,166.51	0.0000 0.00	110,027.24	50,211.98	0.0000 0.00	<i>5.3700</i> 209,791.92	29.4029 1,184,222.43 Journeyma
RSM X-EQOPRMED Outside Equip. Operators, Medium	13,136.4371	<i>19.0500</i> 250,249.13	0.0000 0.00	36,819.40	14,170.41	0.0000 0.00	5.3700 70,542.67	<i>30.7476</i> 409,746.63 Foreman
RSM X-EQOPROIL Outside Equip. Oilers	242.7222	<i>18</i> .3700 4,458.81	0.0000 0.00	610.22	340.71	0.0000 0.00	5. <i>3700</i> 1,303.42	29.6622 7,056.99 Journeymaı
RSM X-LABORER Outside Laborers, (Semi-Skilled)	66,074.1158	<i>15.4000</i> 1,017,541.38	<i>0</i> .9300 61,448.93	169,267.23	75,413.13	0.0000 0.00	0.0000 0.00	21.5480 1,480,611.44 Journeyma
RSM X-LABORER Outside Laborers, (Semi-Skilled)	563.9334	<i>16.4000</i> 9,248.51	0.9300 524.46	1,389.29	570.18	0.0000 0.00	<i>0.0000</i> 0.00	22.2906 12,535.80 Foreman
RSM X-PLUMBER Outside Plumbers	44.4444	<i>14.9900</i> 666.22	1.5000 66.67	101.59	55.04	0.6600 29.33	<i>0.0000</i> 0.00	22.1732 985.47 Journeyma
RSM X-RODMAN Outside Rodmen	1,430.0000	19.5400 27,942.20	0.0000 0.00	3,905.37	2,308.58	0.0000 0.00	0.0000 0.00	25.8394 36,950.37 Journeyma
RSM X-RODMAN Outside Rodmen	476,6667	<i>21.5400</i> 10,267.40	0.0000 0.00	1,435.03	848.29	0.0000 0.00	<i>0.0000</i> 0.00	28.4842 13,577.47 Foreman
RSM X-STRSTEEL Outside Steel Workers	222,2222	19.5400 4,342.22	<i>0.0000</i> 0.00	551.72	241.02	<i>0.0000</i> 0.00	0.0000 0.00	23.1073 5,134.96 Journeyma
RSM X-STRSTEEL Outside Steel Workers	55,5556	<i>21</i> .5 <i>400</i> 1,196.67	0.0000 0.00	152.05	66.42	0.0000 0.00	0.0000 0.00	<i>25.4725</i> 1,415.14 Foreman
RSM X-TRKDVRHV Outside Truck Drivers, Heavy	28,970.7790	<i>19.4600</i> 563,771.36	0.000 0.00	86,435.70	72,566.03	0.0000 0.00	0.0000 0.00	25.7336 815,913.25 Journeyma
RSM X-TRKDVRMED Outside Truck Drivers, Medium	1,058.2011	<i>19.4600</i> 20,592.59	<i>0.0000</i> 0.00	2,760.40	1,142.99	<i>0.0000</i> 0.00	0.0000 0.00	23.0127 25,628.58 Journeyma
USR CE-001 Engineering Manager	199.9911	<i>35.9700</i> 7,193.68	1.5000 299.99	1,020.70	494.10	<i>8.5000</i> 1,699.92	<i>5.3700</i> 1,073.95	63.1268 12,321.87 Journeyma
		37.9700	1.5000			8.5000	5.3700	69.0631

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Description USR CE-001 Engineering Manager	ManHours 580.4725	BaseWage 22,040.54	TaxableFringe 870.71	<b>Payroll</b> 3,498.64	WCI 1,954.00	NonTaxFringe 4,934.02	Subsistence 3,117.14	Total LaborTy; 40,089.21 Foreman
USR CE-005 Civil Engineer	451.0920	<i>34.6000</i> 15,607.78	1.5000 676.64	2,238.10	1,096.68	<i>8.5000</i> 3,834.28	<i>5.3700</i> 2,422.36	61.3151 27,090.64 Journeyma
USR CE-010 Civil Engineering - Technician	1,653.7601	<i>24.2100</i> 40,037,53	<i>1.5000</i> 2,480.64	6,057.30	3,055.38	<i>8.5000</i> 14,056.96	5.3700 8,880.69	47.5756 78,904.39 Journeyma
USR SRV-005 Surveyor	4,110.8934	23.2000 95,372.73	<i>1.5000</i> 6,166.34	13,916.85	6,586.68	8.5000 34,942.59	<i>5,3700</i> <b>2</b> 2,075.50	46.2399 186,278.07 Journeyma

## APPENDIX G PHOTOGRAPHS



Ervinton High School: Structure OPF-0036; Tract No. 2201



Ervinton High School Technology Center: Structure OPF-0039; Tract 2201



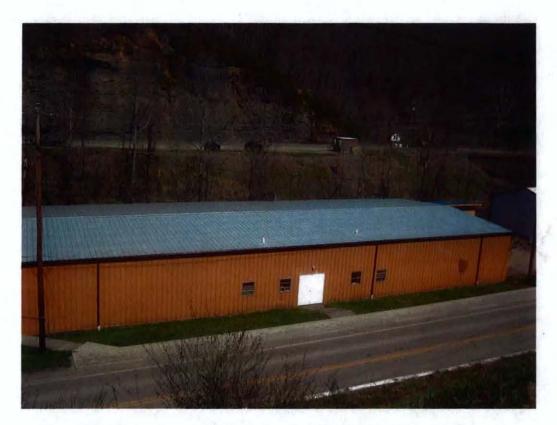
Ervinton High School Athletic Field House: Structure OPF-0035; Tract No. 2201



Haysi High School Band/Music Building: Structure RUF-0078; Tract No. 201



Haysi High School Home Economics Buildings: Structures RUF-0076 and RUF-0077; Tract 201



Haysi High School Agriculture Shop: Structure RUF-0079; Tract No. 201



Haysi High School Athletic Field House: Structure RUF-0141; Tract No. 501



Haysi High School Visitor's Locker Room: Tract 501



Clinchco Elementary School: Structure MCR-0246; Tract No. 1401-FP



Sandlick Elementary School: Structure RUF-0150; Tract No. 501