

TREASURER MONTHLY REPORT

September 2026

COUNCIL MEETING – October 6, 2026

Other Payments – Previously approved by Council or of note

- Revize LLC, INV#24901, annual software fee for website hosting, \$2,990.00
- Dwayne Nitz dba Restoration Partners, INV #03, work performed in August for the Pink House, \$1,725.00
- Clifton Betterment Association (CBA) for Clifton Day, \$16,000.00, using funds received from the FairfaxVA250 grant of \$22,000.00
- APEX Electric, INV#18700, electrical work and lighting at the Town Office, \$6,278.27

Requests for Approval of Payment

- Flag Disposal, INV #12144, for \$2,800 for 4th quarter trash service (Tuesday small cans, Saturdays small & big cans, extra day service May – Oct)
- Fairfax County Fire Department check for \$15,000 for FY2027 allocation using grant funds received from the Commonwealth of Virginia
- Resource Recovery, INV #2026-09, for \$3,720 for the September subscription plus the shredding and textile events
- Harris & Johnson, INV #100381, for \$1,920 for town attorney fees related to Pink House, Streetscape, and other miscellaneous needs
- Pre-approval of up to \$6,000 for anticipated Haunted Trail expenses including portapotties, generators, and light poles

Of NOTE:

- Request approval of resolution signed by Jane Trost, Lynn Screen, and Jay Davis to make these three signers on our United Bank Credit Card account
- We are in discussions with United Bank to raise our ACH limit from \$5,000 to \$10,000. Making the update will require us to sign an updated Treasury Management agreement with United Bank which we will review with our town lawyer
- Janie met with Geri and Susan Yantis to get up to speed on Streetscape past financials; scheduling additional time to discuss future costs & reimbursements
- Paid APEX Electric invoice for \$6,278.27, and put against Budget line item, “Pink House Maintenance and Repairs”, which had \$5,000 allocated for the year. Suggest moving \$1,300 from Budget line item, “MISC Emergency Repairs (\$7,500 allocated for the year; \$0 spent YTD) to cover overage

Town of Clifton							
Account Balances							
FY27							
				9/30/2026			
ASSETS						Notes	
	Current Assets						
		Checking/Savings					
		United Bank - Haunted Trail Account	4,447.32				
		United Bank - Events Acct	14,218.63				
		United Bank - Checking	258,009.12	Min Bal \$2,500	"Chairman's Club"		
		United Bank - Security Deposit	999.40	Min Bal \$1,000			
		United Bank - Money Market Savings	244,944.33	Min Bal \$15,000			
		Investments-LGIP	1,395,842.39				
		Total Checking/Savings	1,918,461.19				

Town Of Clifton, Virginia - FY2027 Budget (July 1, 2026-June 30, 2027)

		Sep-26	July 2026-Sept 2026	FY2027 Budget
OPERATING REVENUES:				
Taxes & Permits Revenues:				
	ARB Permits	250.00	250.00	750.00
	BPOL	25.00	417.39	45,000.00
	BZA Fees		0.00	
	VA Communications Sales Tax	314.31	875.80	3,500.00
	Cigarette Tax	62.72	125.44	
	VA Car Rental Distribution		0.00	
	Cox & Verizon PEG Franchise Revenue & State Communication Sales and Use Tax		688.59	2,750.00
	Motor Vehicle Registration	783.08	816.08	7,000.00
	Railroad Tax		398.21	0.00
	Sales Tax	2,297.10	7,352.48	20,000.00
	Meals Tax - NEW	31,445.02	88,212.35	350,000.00
	Use Permits		0.00	600.00
	Utility Consumption Tax	227.83	423.13	1,200.00
TOTAL TAXES & PERMITS:		35,405.06	99,559.47	430,800.00
Town Facilities Rentals:				
	Community Hall	575.00	575.00	2,000.00
	Property Rental-Park/Square/Gazebo	375.00	575.00	300.00
TOTAL FACILITIES RENTALS:		950.00	1,150.00	2,300.00
Grants:				
	Fire Program State Grant- FCFD	15,000.00	15,000.00	15,000.00
	Litter Control Grant - Non-competitive		0.00	0.00
	Litter Control Grant - Competitive		-2,561.07	10,000.00
	America250 Grant	22,000.00	22,000.00	0.00
TOTAL GRANTS:		37,000.00	34,438.93	25,000.00
Town Events:				
	Celebrate Clifton Gala		0.00	0.00
	Environmental Event		0.00	0.00
	Haunted Trail Event	250.00	250.00	60,000.00
	Homes Tour		0.00	5,000.00
TOTAL EVENTS:		250.00	250.00	65,000.00

Other Revenue:					
	Interest Income		4,852.10	14,638.14	45,000.00
	Other income rolling stock from COVA			2.04	
TOTAL OTHER REVENUE:			4,852.10	14,640.18	45,000.00
TOTAL OPERATING REVENUES:			78,457.16	150,038.58	568,100.00
OPERATING EXPENSES:					
Payroll Expenses:					
	Town Clerk Salary		3,625.00	10,875.00	43,500.00
	Town Treasurer Salary		4,666.67	11,333.35	40,000.00
	Dir of Economic Development, Comms & Marketing - N		4,888.00	14,664.00	58,656.00
	Additional support staff			0.00	6,750.00
	Payroll Taxes		1,376.23	3,888.72	13,600.00
	Employee Incentives			0.00	6,200.00
TOTAL PAYROLL EXPENSES:			14,555.90	40,761.07	168,706.00
CONTRACTUAL EXPENSES:					
Town Government:					
	ARB			0.00	5,000.00
	Board of Zoning Appeals			0.00	10,000.00
	Planning Commission			0.00	
		<i>update to town plan - every 5 years</i>		0.00	<i>38,000.00</i>
		<i>Revisions to the Town Code</i>		0.00	<i>15,000.00</i>
		<i>General Admin/Education</i>		0.00	<i>3,000.00</i>
	Dues & Subscriptions:			0.00	
		<i>Conference Attendance</i>		0.00	<i>3,000.00</i>
		<i>Other Dues & Subscriptions & Training</i>		0.00	<i>250.00</i>
		<i>VA Municipal League</i>		515.00	<i>500.00</i>
	VRSA Insurance			7,905.00	8,000.00
	Legal Advertising			0.00	2,000.00
	Mayoral Reimbursement <i>(TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$10</i>			0.00	1,000.00
	Citizen Recognition Fund <i>(TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$10</i>			0.00	500.00
	Bank Fees		10.00	20.00	
	Miscellaneous Contractual Expenses <i>(TOWN COUNCIL APPROVAL REQUIRED F</i>			0.00	2,500.00

	Professional Fees:			0.00	
		Accounting - Year Audit Review	5,491.25	9,491.25	30,000.00
		Legal Fees	1,260.00	2,670.00	25,000.00
		Web Site/Server Annual Maintenance with Domain Subscriptions	2,990.00	2,990.00	3,000.00
TOTAL TOWN GOVERNMENT:			9,751.25	23,591.25	146,750.00
Town Facilities:					
	Utilities - verizon + electric		84.94	447.12	2,500.00
	Caboose			0.00	1,000.00
	Railroad Siding Rent			0.00	2,500.00
	Town Meeting Hall:			0.00	
		Cleaning		0.00	6,000.00
		Electric	1,016.60	1,702.51	7,000.00
		Supplies		0.00	500.00
		General Maintenance - including floors		0.00	40,000.00
		Mgt Fee (25% of Community Hall Rentals)		0.00	2,000.00
	Parks and Public Spaces			0.00	
		Maintenance		1,205.00	12,000.00
		Invasive species prevention and conservation management		0.00	10,000.00
	Pink House: (TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$1000)			0.00	
		Maintenance & Repairs	6,378.27	6,378.27	5,000.00
		utilities & internet	199.12	651.25	5,000.00
	MISC Emergency Repairs (TOWN COUNCIL OR MAYORAL APPROVAL REQUIRED FOR OVER \$1000)			0.00	7,500.00
TOTAL TOWN FACILITIES			7,678.93	10,384.15	101,000.00
Town Services:					
	Recurring landscaping services			1,480.00	25,000.00
	Trash Collections			1,800.00	20,000.00
	Non-recurring services (TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$1000)			0.00	
		Landscape/Ground Maintenance - Playground, Ayre Square, 8 acre Park & Triangle Maintenance, Harris Park, Flood Plain		0.00	6,000.00
		Playground Equipment Maintenance		0.00	500.00
TOTAL TOWN SERVICES:			0.00	3,280.00	51,500.00
Grants:					

		Art Guild		0.00	4,000.00
		Litter Control Grant - Expense	420.00	1,914.00	14,000.00
		Fire Program State Grant Expense - passthrough to FCFD		0.00	15,000.00
		America250 Dispersement to CBA	16,000.00	16,000.00	0.00
TOTAL GRANTS			16,420.00	17,914.00	33,000.00
Events: (TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$1000)					
		Celebrate Clifton Gala		0.00	0.00
		Christmas Tree Lighting		0.00	1,300.00
		Environmental Events (clean up, Camp Fire, TBD)		0.00	1,300.00
		Haunted Trail Event	174.91	1,574.19	20,000.00
		Historic Events		0.00	0.00
		Homes Tour		0.00	3,000.00
TOTAL EVENTS			174.91	1,574.19	25,600.00
Committees: (TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$500)					
		Communication Committee		0.00	500.00
		Committee on the Environment		0.00	1,150.00
		<i>Wildlife preservation - Mark K equipment</i>		0.00	
		<i>Bluebird Trail - NEW</i>		0.00	
		Historic Preservation Committee		0.00	0.00
		Finance		0.00	0.00
		Parking and Traffic Committee		0.00	5,000.00
TOTAL COMMITTEES			0.00	0.00	6,650.00
Commodities:					
		Computer Supplies - Hardware & Software	265.97	1,751.35	3,000.00
		Copies		0.00	100.00
		License Plates		0.00	75.00
		Miscellaneous Commodities - storage		174.91	750.00
		Office Supplies	219.77	219.77	500.00
		Office Equipment	9.53	9.53	3,000.00
		Postage & Delivery	12.90	12.90	500.00
		Miscellaneous- (TOWN COUNCIL APPROVAL REQUIRED FOR OVER \$500)		96.28	500.00
TOTAL COMMODITIES:			508.17	2,264.74	8,425.00
TOTAL EXPENSES:			49,089.16	99,769.40	541,631.00

NET INCOME (LOSS):			29,368.00	50,269.18	26,469.00
CAPITAL IMPROVEMENTS/GRANT INCOME - FY26					
REVENUES:					
	FEDERAL GRANTS				
		MAP21 TAP: TAP Statewide (Match to Expenditures) 80/20			1,600,000.00
	TOTAL VDOT TA - MAIN ST IMPROVEMENTS				
TOTAL REVENUES:			0	0	1,600,000.00
COSTS:					
	Special Projects - Streetscape				
		Streetscape 2A - Preliminary Engineering		240.13	
		Streetscape 2A - Right of Way		-	
		VDOT TA -Main Street Improvements (80% - 20% MATCH GRANT)		-	
		Processing Easements		-	
		Streetscape 2A - Contruction		-	2,000,000.00
TOTAL SPECIAL PROJECTS COMMITTEE:			-	240.13	2,000,000.00
	NET REVENUES/(COST)				-400,000.00
CAPITAL IMPROVEMENTS/TOWN FUNDED (NON-GRANT) - FY26					
COSTS:					
	Town-Funded Projects				
		Harris Park Improvements		-	200,000.00
		Public Parking Improvements		-	15,000.00
		Caboose Renovation		-	10,000.00
		Pink House Renovations	1,725.00	4,350.00	250,000.00
TOTAL CAPITAL PROJECTS from Allocation			1725.00	4350.00	475,000.00
TOTAL CAPTIAL COSTS			1,725.00	4,590.13	2,475,000.00
TOTAL CAPITAL NET REVENUES/(COST)			(1,725.00)	(4,590.13)	-875,000.00
		Funds used from saving		-	848,531.00

TOTAL FY2027 ANTICIPATED NET INCOME (LOSS)			27,643.00	45,679.05	0.00

AGREEMENT FOR CONDITIONAL DONATION

This Agreement for Conditional Donation, dated as of _____, 2026 (this “Agreement”) is entered into between El Paso – American Housing Foundation, Inc. ”), a Texas nonstock corporation and exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code (the “Donor”) and the Town of Clifton, Virginia, a political subdivision of the Commonwealth of Virginia (the “Town”). Donor is committing to donate, and the Town will accept, \$500,000 (the “Contribution”) to pay for renovation work on the “Pink House,” a historic structure owned by the Town and located on the real property identified by Fairfax County PIN #0754 02 0010 (the “Lot”), with an address of 7137 Main Street, Clifton, Virginia (the “Premises”), which is listed as a contributing structure to the National Historic District of the Town, on the basis of the terms set forth in this Agreement.

As conditions of the Town’s acceptance and use of the Contribution, Donor and the Town agree as follows:

1. The Town will enter into a construction contract (the “Construction Contract”) with the contractor chosen by the Town in accordance with its Design-Build Procedures for the Town of Clifton, Virginia, approved by the Town on August 12, 2026 (the “Contractor”), in form and substance as previously approved by the Town Attorney and the Town, substantially in the form attached as Exhibit A to this Agreement, with the preliminary contract price and amount of deposit filled in with such amounts as may be acceptable to the Town and Donor. Such contract must require the Contractor to perform not less than the scope of work set forth on Exhibit B (the “Work”), and with respect to the Work, the Construction Contract will comply with the requirements of the Virginia Public Procurement Act, Va. Code § 2.2-4300, *et seq.*, where applicable, and shall specify, among other things:
 - a. the scope of the Work;
 - b. the method by which the cost of the Work is to be determined and timing for disbursement of payments therefor;
 - c. all subcontractors to be used for the Work, and require Contractor to give written notice to Donor and the Town of all replacements of such subcontractors during the term of the Construction Contract, which subcontractors must be acceptable to Donor and the Town;
 - d. the amount of any advance to be made to Contractor prior to commencement of Work, which shall not exceed 15% of the total contract price;
 - e. the amount of any retainage to be withheld from each contract payment, which shall not be less than 5% of each requested payment (the “Retainage”), a portion of which Retainage is permitted to be released to Contractor for payment to each subcontractor upon substantial completion of its portion of the Work;
 - f. the process for requesting payment under the Construction Contract, including that each invoice will be paid by the Town not later than the 10th day of each month, if

received not later than the 20th day of the prior month and all conditions to payment under the Construction Contract have been satisfied;

- g. that Contractor will present to the Town, with a copy to Donor, not later than the 20th day of each month (i) an invoice and an originally executed and notarized lien release, conditioned only on the receipt of payment, in recordable form under Virginia law, signed by Contractor with respect to each request for payment, (ii) an originally executed and notarized lien release, conditioned only on the receipt of payment, in recordable form under Virginia law, signed by each subcontractor to be paid from proceeds of such payment, and (iii) a breakdown of work for which payment is requested, including dollar amounts to be paid to each subcontractor from such payment; and
- h. that all Work performed with respect to the Premises be inspected and approved either by Fairfax County, Virginia or by an inspector retained by the Town, before payment is made on any invoice submitted by Contractor.

All such requirements in such Construction Contract will be complied with unless Donor and the Town agree in writing to a specific waiver or change of any such requirement.

- 2. If the total cost of the Work, or any changes or additions to the Work, exceeds the amount of the Contribution, the Town will pay such excess in the manner specified in paragraph 3.
- 3. The Town will retain Dwayne Nitz or such other person or firm that may be acceptable to the Town and Donor to supervise and inspect the Work, to review all invoices from Contractor and make recommendations to the Town concerning the Work. The Town will review and approve or disapprove all invoices from Contractor not later than the 10th day of each month, if received not later than the 20th day of the prior month and all conditions to disbursement set forth in the Construction Contract have been complied with. Donor will disburse portions of the Contribution to the Town for the purpose of paying a portion of each Contractor invoice, minus the Retainage, in a dollar amount equal to the fraction that the amount of the Contribution bears to the total contract price set forth in the Construction Contract on the date of its execution (e.g. \$500,000 divided by \$700,000 = 5/7th) (each such payment, the “Donor Percentage”), not later than ten (10) days after the Town approval. The Town shall pay each Contractor invoice, minus the Retainage, and shall fund its share of each invoice from resources other than the Contribution in a dollar amount equal to the fraction that, when added to the Donor Percentage, equals 1 (e.g. 2/7th + 5/7th = 1). No change to the contract price under the Construction Contract after execution thereof shall change such percentage. Retainage is permitted to be released to Contractor for payment to each subcontractor upon substantial

completion of its portion of the Work, and to Contractor upon final completion of the Work and satisfaction of all conditions to disbursement under this Agreement.

4. The Town and Donor shall execute and deliver a Use Agreement, in the form attached to this Agreement as Exhibit C (the “Use Agreement”), prior to the first disbursement of the Contribution by Donor, to memorialize ongoing rights and obligations of Donor and the Town as a condition to Donor’s obligation to make the Contribution, which shall be recorded by the Town in the land records of Fairfax County, Virginia, and a copy of the Use Agreement, evidencing its recordation in the land records, shall be delivered to Donor.
5. Donor shall disburse the balance of the Contribution, including undisbursed Retainage, to the Town not later than ten (10) days after (i) receiving written notice from the Town that the Work has been completed in accordance with the Construction Contract, and inspected and approved by Fairfax County, Virginia (together, “Final Completion”), (ii) a final use permit has been issued for the Premises by the Town after Final Completion and (iii) all other conditions to disbursement set forth in the Construction Contract and this Agreement have been complied with.
6. Donor shall have the right to enforce compliance with the provisions of this Agreement, both in law and in equity, and may assign that right to any person or entity during the term of this Agreement, together with notice to the Town and the method by which to communicate with such assignee. Any failure of the Town to comply with this Agreement shall permit Donor to terminate its obligations hereunder.
7. This Agreement shall be effective when executed by Donor and the Town and shall remain in effect until the final disbursement of the Contribution has been made.
8. Notice to Donor and the Town shall be given by electronic means, delivered as follows:
 - a. Donor – bb@amervillage.org and khk@amervillage.org
 - b. Town – clerk@cliftonva.organd shall be deemed to be received three (3) days after having been sent with a read receipt requested. Donor shall provide notice of the electronic mail address of any assignee to the Town.
9. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
10. The provisions of this Agreement shall be deemed to be material inducements to Donor’s entering into this Agreement and therefore not severable.

11. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, Donor and the Town have caused this Agreement to be executed.

DONOR:

El Paso – American Housing Foundation, Inc.

By: _____
Name: Brant Baber
Title: President

TOWN:

Town of Clifton, Virginia

By: _____
Name: Lynn Screen
Title: Mayor

Exhibit A

Contract For Professional Services

[CONTRACTOR]

Town of Clifton
P.O. 309, Chapel Rd
Clifton, Virginia 20124

Virginia Contractors License

This Contract for Professional Services is entered into between [NAME OF CONTRACTOR] hereinafter referred to as “Builder” and Town of Clifton, Virginia hereinafter referred to as “Owner.” The agreement between the Builder and the Owner will consist of the following documents, listed in order of precedence:

- This Contract
- Fairfax County Approved Architectural Drawings
- Fairfax County approved infill lot and grading plan, if applicable
- Specifications
- The Preliminary Construction Estimate
- The Construction Budget
- Any construction schedule agreed to by the parties in writing

(collectively, the “Contract”). The Contract represents the entire and integrated agreement between the Owner and Builder hereto and supersedes any prior negotiations, agreements, representations whether oral or written. The Contract may be amended or changed only by a written modification, signed by the Owner and the Builder.

ARTICLE I – OWNER’S CRITERIA

- A. As built drawings of the existing structure will be prepared by the Builder. These drawings will be used as base sheets for the project drawings. The Builder may remove some interior finishes to better determine existing structural conditions necessary to produce accurate details in the drawings.
- B. Owner’s Criteria development will be organized by the Builder with the Owner’s assistance and will detail the Owner’s expectations for the remodeled building. The Owner’s Criteria shall outline Owner's objectives, standards, and specific requirements for this project's design and construction, and shall consist of the following:

General Scope: Remodel the existing front primary structure with a focus on maintaining the architectural character typical in the Town of Clifton.

➤ Exterior

- Install perimeter fence to protect pedestrians from site hazards
- Demo existing siding and trim
- Tear down old Mechanical Room structure and exterior slab, fill hole under slab with gravel and compact soil on top
- Brace and pour new foundation
- Waterproof and install drainpipe between house and train tracks
- Trench new sump crock to daylight
- New windows and doors
- New horizontal siding and trim
- New paint on siding and trim
- Two New outdoor HVAC units

- Relocate electric meter base
- Relocate the main supply pipe from the well
- New prefinished standing seam metal roof.
- Remove existing tree and shrubs
- Gravel for parking area
- LED lights in porch ceiling
- Install combination lock on front door
- Remove existing front storm door
- Create 3' wide rear door and entrance pad/step
- Install shed roof over rear door

➤ Interior

○ First Floor

- Remove and rebuild first floor system
- Install new 6" wood baseboard
- Remove electric baseboard heaters and fire alarm system
- Relocate mechanical room with HVAC, water service & filter, water heater and electrical panel to interior of existing rear addition
- Provide new kitchen with new cabinets and appliances in existing rear addition
- Install new powder room with new vanity cabinet and fixtures
- Install new LVP floor throughout first floor of building
- Rebuild/Modify stairs as necessary with new handrail
- Create exterior entrance to and encapsulate crawl space
- New lighting on both floors inside and at front porch and exterior lighting
- New insulation at exterior walls
- New solid core masonite interior doors and trim
- New drywall and paint

○ Second Floor

- Brace any leaning walls
- Remove electric baseboard heaters and fire alarm system
- Install new ductwork or ductless system with thermostat
- Install new LED lighting in all rooms (replace existing bathroom light)
- New insulation to meet R-60 at roof in unvented attic, R-49 in vented attic
- New solid core masonite interior doors
- New wood trim at windows, doors, 6" wood baseboard
- Refinish existing second floor
- Patch drywall as necessary
- New paint at ceiling, walls, and trim
- New vanity cabinet, toilet and sink

- C. Preliminary Drawings will be prepared by the Builder incorporating the detailed description in the Owner's Criteria above. The Preliminary Drawings will include the first and second floor plans, exterior elevations and a schematic site plan.

There will be a preliminary design review meeting with the Builder and the Owner to review the Owner's Criteria details and discuss any necessary revisions and modifications.

- D. Design Development Drawings will be prepared by the Builder incorporating changes discussed in conference with the Owner and further detail the Owner's Criteria. Design Development Drawings will include floor plans, lighting fixture layout, exterior elevations and structural concept layouts.
- The Builder will use the Design Development Drawings to apply for a Certificate of appropriateness from the Town of Clifton Architectural Review Board.
 - The Builder will submit an application with supporting documents for the approval from the Town of Clifton Planning Commission. If the Planning Commission requires site engineered drawings the Builder will assist in the selection of a civil engineer to prepare the necessary drawings.
- E. Construction Drawings will be prepared by the Builder incorporating changes discussed in conference with the Owner. The Construction Drawings will include floor plans, foundation plans, exterior elevations, roof plan, structural framing plans, sections and all necessary details to submit for building permit from Fairfax County.

F. **EXCLUDED SERVICES**

Any cost incurred that is not included in this Contract will be the responsibility of the Owner, such as:

- Site and soil engineering,
- Mechanical, Electrical and Plumbing engineering,
- Any structural engineering required by Fairfax County to be performed by a licensed structural engineer, or
- All engineering fees, application fees and the cost of drawing and form reproductions.

ARTICLE II – SCOPE OF CONSTRUCTION SERVICE

A. **Work Site**

7137 Main Street, Clifton, VA 20124, Front Building. This Contract does not include any work on the accessory structure at the rear of the property.

B. **Authorized Representatives**

The following persons are authorized to represent the Builder and the Owner to effectuate this Contract; provided, however, that no changes or amendments to this Contract are permitted to be made except in accordance with paragraph F of Article II hereof:

Builder Representatives

-

Owner Representatives:

- Dwayne Nitz

Alternate or additional representatives may be appointed by the Builder and the Owner upon giving written notice to the other of such appointment.

C. Builder Responsibilities

Obligations

- The Builder accepts the trust and confidence established by this Contract and will exercise the skill and judgment in furthering the interests of the Owner in the general supervision of the construction detailed in the Contract Documents. The Builder will provide efficient business administration and perform the work in an expeditious and economical manner consistent with the Owner's interests.
- The Builder shall complete the work as outlined in paragraph B of Article I of this Contract (Owner's Criteria), and pursuant to any amendments (hereinafter referred to as the "Work"), within the construction schedules agreed to by the parties.

Permits

- The Builder will obtain and pay for the building permit, other permits, governmental fees, inspections, licenses necessary for proper execution and completion of the Work.
- The Builder shall comply with notices and requirements of agencies with jurisdiction over the Work.
- The Builder shall give all requisite notices to the proper authorities to secure the building permit, obtain all official inspections, certificates and licenses made necessary by the Work in its charge. The subcontractors will secure individual permits as required by the Fairfax County building department.
- If requested by the Owner, the Builder shall cause a Mechanics Lien Agent's name, mailing address and telephone number to be listed on the building permit when the permit application is submitted to Fairfax County. The building permit shall be posted and maintained on the property as required by law. It shall be the Owner or the Owner's lender's responsibility to arrange for

title bringdowns to be done. The Builder shall cooperate with the Owner in that effort.

Subcontractors and Suppliers

- The Builder shall obtain proposals from licensed and insured Subcontractors qualified to perform the Work, which subcontractors must be reasonably acceptable to the Owner.
- The Builder will indicate which subcontractors the Builder intends to use. The Builder will not be required to contract with any subcontractor for which the Builder has reasonable objection.
- The Builder will give written notice to the Owner of all replacements of such subcontractors during the term of the Contract.
- The Builder shall prepare a schedule of items that due to lead time require to be ordered in advance to when needed in the construction schedule. The Builder will be required to safely store all equipment and material until needed in the construction process.
- The Builder shall keep full and accurate accounting records for all subcontractors and suppliers involved in the construction and exercise proper financial management to substantiate the costs incurred and shall supply the names and contact information concerning such subcontractors and supplier to the Owner. The Owner will have access to all financial records relating to the Work under this Contract, and the Builder shall provide the same within five (5) days of the Owner's request.
- The Builder agrees to engage only subcontractors with respect to and in connection with the construction which carry workman's compensation insurance and general liability insurance coverage and provide evidence thereof to the Owner upon request.

Supervision, Labor, and Materials

- The Builder shall supervise and direct the Work, using the Builder's best skill and attention. The Builder shall be solely responsible for, and have control over, construction methods, means, sequences, procedures, techniques and coordination of the build.
- Unless otherwise provided in the Contract, the Builder shall provide labor, materials, and other facilities and services necessary for proper completion of the Work.

- The Builder shall enforce strict discipline and good order among the Builder's employees and other persons performing the Work. The Builder shall not permit employment of unfit persons not skilled in tasks assigned to them.

Taxes

- The Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Builder, that are legally enacted when the Contract is executed.

Submittals

A Submittal is any submission to the Owner for review and approval. Submittals include but are not limited to product data, shop drawings, and samples. A complete specification list of Submittals will be organized by the Builder for the Owner's approval of all fixtures, equipment, hardware and all interior and exterior finishes.

- Exterior trim and siding paint colors
- Doors and Windows
- Roof color
- Plumbing Fixtures (faucets, hose bibs, sinks, shower fixtures)
- Mechanical Equipment
- Light Fixtures
- Interior Doors and Hardware
- Trim details at doors and windows
- Kitchen and bath cabinets
- Countertops
- Appliances
- LVP Flooring
- Interior paint colors (ceiling, walls, closets, trim)

Cutting and Patching

- The Builder shall be responsible for cutting, fitting, or patching required to complete the Work.

Cleaning Up

- The Builder shall keep the premises free from accumulation of debris and trash related to the Work. Upon completion of the Work, the Builder shall properly remove all construction related equipment, tools, protection, and surplus material; and dispose of properly.

Time

- The Builder shall cause specifications and detailed drawings for the Work to be prepared and submitted to the Owner for approval. Upon receipt of the Owner's

approval, the Builder shall have 30 days to submit a Preliminary Construction Schedule to the Owner.

- The Builder shall work diligently to substantially complete construction in a reasonable time frame. The Builder shall provide an updated schedule to the Owner every 60 days.
- The starting date for construction shall be when all permits have been issued and the Owner directs the Builder to start.
- If the Builder is delayed at any time in the commencement or progress of the Work by changes in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Builder's control, the Contract Time shall be adjusted.
- The Work will be scheduled using Owner funds, not Builder financing.

Delays

- The Builder shall not be responsible for delays in the work if the Builder is delayed in the completion of the work by the Owner, subcontractors, alterations required in the work, weather, availability of materials, damage due to fire, the elements, strikes or black outs and the Contract Time shall be adjusted. The Builder reserves the right to cancel this contract without liability of obligation on its part in case of war, national emergency.

Site Conditions

- The Builder is not responsible for conditions brought on by the nature of the building site and the existing site grade, including any underground soil conditions which may cause added construction costs including rock, poor soil, geotechnical reports and related items.
- The Builder shall not be responsible for any excess or deficit of soil needed to implement the requirements of the drawings and specifications, except as set forth in the Contract. If any soil is imported or exported, its cost will be charged to the Owner.

Progress Reports

- During the construction period, progress meetings will be held with the Owner at the following stages of construction. Additional meetings can be scheduled at the Owner's or Builder's request.
 - a. Demolition
 - b. Foundation
 - c. Framing
 - d. Prior to trade rough-in
 - e. Prior to drywall installation
 - f. Final

D. Owner Responsibilities

Information and Services Required by Owner

- The Owner shall furnish information about the property and any site covenants, conditions, and restrictions, and any other special characteristics of the Project.
- The Owner shall furnish a plat of the site to describe physical characteristics, legal limitations, and utility locations for the Site of the Project
- The Builder shall rely on the accuracy of information furnished by the Owner but will exercise proper precautions relating to safe performance of the Work.
- The Owner shall be responsible for obtaining any zoning variances, easements, and legal authorization in respect to site utilization.
- The Owner is responsible to make all payments to the Builder in the manner set forth in the Contract.

Owner Rights

- The Owner reserves the right to reject any Work that does not conform with the Contract or Fairfax County Approved Drawings. The Owner may require inspection or testing of the Work in question. The cost of the Owner's inspections and testing shall be paid by the Owner.
- If the Builder fails to or neglects to carry out the Work within a seven-day period after receipt of written notice from the Owner, the Owner may correct such Work. In such case the Contract Amount shall be adjusted accordingly.

E. Contract Amount

The Builder estimates the price for this project to be \$ [REDACTED] (the "Preliminary Construction Estimate.")

- Upon execution of this Contract, the Owner will deposit with the Builder \$ [REDACTED], which will be applied as payment of a portion of the Contract Amount and will be applied to pay the cost of the Builder's engaging in all aspects of preparing a proposed Construction Budget, including but not limited to:
 - Time working with the Town to fully determine the Owner's Criteria,
 - Preparation of the architectural drawings and specifications,
 - Time and fees for the submission to and approval of the Work by the Town of Clifton Architectural Review Board,
 - Time and fees for submission to and approval of the Work by the Town of Clifton Planning Commission, and
 - The cost to remove necessary finishes to fully reveal existing conditions.
- The Builder will obtain bids from subcontractors and prepare a proposed Construction Budget using the following:
 1. Developed Owner's Criteria
 2. Construction Drawings
 3. Specifications

The proposed Construction Budget shall show the categories for which changes to the Preliminary Construction Estimate are required and identify the dollar amounts of such proposed changes.

- The Builder will review the proposed Construction Budget with the Owner and discuss variations between the Preliminary Construction Estimate and the proposed Construction Budget.
- If the Owner determines to accept the proposed Construction Budget, such acceptance will be evidenced by signatures of the Owner and the Builder and the dollar amount set forth in the Construction Budget will become the total Contract Amount.
- The proposed Construction Budget is subject to the approval of the Owner's Town Council, and any further amendments are subject to the future appropriations. Should the Town Council not approve the proposed Construction Budget or a future appropriation, this Contract shall be terminated without it being deemed a breach of the Contract, and the Contractor shall be entitled to actual costs incurred in preparing the proposed Construction Budget (if the amount of the deposit therefor is insufficient) or, for lack of future appropriations, compensation for work performed prior to the termination and for reimbursement of any other expenses incurred.

Payments to the Builder

- Builder will present to the Owner, not later than the 20th day of each month (i) an invoice and originally executed and notarized lien releases, conditioned only on the receipt of payment, in recordable form under Virginia law, signed by the Builder and each subcontractor with respect to each request for payment.
- The invoice will include an itemized list of costs for work to be performed by the Builder and subcontractors and material costs anticipated during the period prior to submission of the next payment application request.
- Each invoice will include an itemized list of payments made from the Builder to the suppliers and subcontractors from previous payments made to the Builder by the Owner along with originally executed and notarized lien waivers from the suppliers and subcontractors reflecting payments received for work associated with this project.
- The Builder will include accounting records for previous payments detailing all costs and expenses associated with this project. If there is any balance from previous payments that is not allocated to upcoming work that amount will be credited to the current payment request.
- Each invoice submitted as required herein will be paid by the Town not later than the 10th day of each month, if received not later than the 20th day of the prior month and all conditions to payment under the Contract have been satisfied.
- The Builder will make payment to the suppliers and subcontractors using the Owner's funds and will secure lien waivers from the subcontractors and suppliers.
- The Owner shall have the option for inspection of the work covered by each invoice, however the inspection schedule shall not delay payment to the Builder, except for those payments that are specified herein as requiring inspection approval by Fairfax County.
- If the Builder fails to correct work which is not in accordance with the requirements of the Contract or persistently fails to carry out work in accordance with the Contract, the Owner may order the Builder to stop work on any portion thereof, until the cause for such order has been eliminated. If the Builder defaults or neglects to carry out the work in accordance with the Contract and upon receipt of 5 days written notice to correct the issue, the Builder still does not correct the issue, the Owner may, without prejudice to other remedies the Owner may have, correct the deficiencies and deduct from the Contract Amount, the costs related to that stage of construction.

Builder's Payments to Subcontractors and Suppliers

- The Builder shall make payment application requests to the Owner for the payment of subcontractors and suppliers. The payment request will reflect costs associated with the Construction Budget. The payment request shall reflect the amounts the Builder intends to pay subcontractors and suppliers prior to the next payment application request.
- The Builder shall identify and explain any cost variation from the construction estimate to the actual cost and whenever possible identify these variations in advance of initiating that portion of work.
- The Builder will make payments to the subcontractors and suppliers from funds provided from each payment application request, and will secure and provide to the Owner originally executed and notarized lien waivers from the subcontractors and suppliers reflecting the amount paid to them from the immediately preceding payment application request.
- The Builder will not make advance payments to subcontractors or suppliers without prior written approval from the Owner.

F. Changes in the Work

1. Changes in the Work consisting of additions, deletions or revisions to this Contract are permitted only by written amendment to this Contract, signed by the Builder and the Mayor of the Owner.
2. The Builder shall prepare a change order of any cost and schedule difference based on the requested change prior to initiating the change or proceed with the Owner's approval. The Owner will pay the Builder \$100.00 for each Change Order requested whether accepted or not.
3. The cost of all approved Change Orders will be paid in full upon approval.
4. All changes in the work shall be initiated through the Builder. The Builder shall not be responsible for any work or change in the work initiated by the Owner to any subcontractor, including coordination, scheduling, correctness or cost.
5. The Builder will have the authority to make minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve a change in the Contract Amount or delay Contract Schedule. The Builder shall notify the Owner of all changes made, in writing.

6. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated or listed in the Contract, the Contract Amount and Contract Schedule shall be adjusted equitably.
7. Costs caused by delays, improperly timed events, or defective work, shall be borne by the party responsible. Should the Owner cause delays to the Builder via forms of payment, selections, decisions or any other actions the Builder is entitled to additional compensation.

G. Warranty

- There shall be a minimum of three walk-through inspections in the following manner.
 1. Pre-close-in (framing stage) inspection
 2. Pre-occupancy walk-through inspection
 3. 60 day post-occupancy walk-through inspection
- All walk-through or punch list items shall be communicated in writing on an appropriate inspection form. No verbal punch list items will be corrected unless noted and approved in writing on the Builder's inspection form. The Owner shall not be entitled to add items to either walk-through list. All items noted on the Builder's inspection form will be completed by the Builder in a timely manner after each inspection is completed.
- The Builder warrants that the Work is to be free of defects in material and workmanship for a period of one (1) year from the date an occupancy permit is issued by Fairfax County. This warranty applies and is limited as follows;
 1. To the property only as long as it remains in the possession of the Owner.
 2. To the construction work that has not been subject to accident, misuse or abuse.
 3. To the construction work that has not been modified, altered, defaced or had repairs made or attempted by others.
 4. The Builder shall be given first opportunity to make repairs, replacement or correction to the defective construction at no cost to the Owner within a reasonable time.
 5. Under no circumstances (except for Builder's gross negligence or willful misconduct) shall the Builder be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

6. The Builder assigns to the Owner all rights under the manufacturer's warranty for all items of equipment and appliances included in the home.

BUILDER MAKES NO WARRANTY INCLUDING WARRANTY AS TO MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO CONSUMER PRODUCTS EITHER ATTACHED OR INSTALLED IN THE BUILDING, AND THE BUILDER IS NOT RESPONSIBLE FOR ANY PROMISE OR WARRANTY MADE BY THE MANUFACTURERS OF SUCH PRODUCT.

H. Insurance

- The Owner shall obtain and pay for a builder's risk insurance policy with extended coverage on the entire property on which the work provided for in this Contract and on all materials in and intended for use thereon for full insurable value thereof. The perils insured against the policy shall include without limitations, fire, other casualty, physical loss or damage, collapse, wind driven rain, theft, vandalism and malicious mischief.
- The Owner shall also carry its own liability policy with a \$1,000,000 minimum coverage to protect the Owner against any liability related and not related to the construction on the property.
- The Builder shall obtain current certificates of insurance from each subcontractor showing coverage at the minimum as follows;
 - Commercial General Liability with a General Aggregate limit of \$1,000,000.
 - Appropriate Worker's Compensation and Employer's Liability for the State of Virginia with statutory limits of \$100,000 per each accident, \$500,000 disease policy and \$100,000 disease each employee limit.
- The Builder shall carry coverage at a minimum as follows;
 - Commercial General Liability with a General Aggregate limit of \$2,000,000 and a per occurrence limit of \$1,000,000, with the Owner as an additional insured thereunder,
 - Appropriate Worker's Compensation and Employer's Liability for the State of Virginia with statutory limits of \$100,000 per each accident, \$500,000 disease policy and \$100,000 disease each employee limit.
 - Excess liability insurance of at least \$1,000,000.00.
 - Automobile liability insurance of at least \$1,000,000.

The Builder shall provide written evidence to the Owner, demonstrating its status as an additional insured under the liability policy.

Any loss is to be paid first to the Owner and second to the Builder as their respective interest may appear.

- The Builder shall have full Workman's Compensation Insurance coverage for its employees and confirms each time it uses subcontractors that they have Workman's Compensation Insurance for their employees.

I. Disputes

- Any dispute or claim between the Builder and the Owner arising out of or related to this Contract or breach thereof shall be settled in a court of law in Fairfax County, Virginia. Any award shall be final and such award shall include an award of reasonable attorney's fees to the prevailing party.
- In the event the Owner fails to make any payment required by the Contract to the Builder, the Builder, at its sole discretion may authorize the stop of all construction work until payment is made. If the construction work is stopped the Builder is not liable for any costs or delays in the construction schedule. Any costs incident to the collection of money under this Contract shall be paid by the Owner including attorney fees but only if the Builder is the prevailing party.

J. Termination of Contract by Builder

- If through no fault of the Builder, the Owner fails to make payment as provided in the Payment Schedule after a period of 30 days from the date payment is due, the Builder may, after a seven-day written notice to the Owner, terminate the Contract and recover any outstanding payments and invoices

K. Termination of the Contract by Owner

For No Cause

- The Owner may terminate the Contract for the Owner's convenience without cause, without being deemed a breach of the Contract. The Builder is entitled to receive compensation for Work performed prior to the termination and any other expenses incurred in connection with the Work.

For Cause

- The Owner may terminate the Contract if the Builder:
 1. Repeatedly fails or refuses to supply properly skilled workers or proper materials.

2. Fails to pay contractors, subcontractors, or consultants for materials or labor with Owner Funds.
3. Fails to cause release of any liens filed by subcontractors or suppliers involved in the Work.
4. Repeatedly disregards laws, ordinances, regulations, rules, or orders of a public authority with jurisdiction.

Compensation

- In the event of termination of the Contract by the Owner for Cause, the Builder shall be entitled to compensation for the Work performed prior to the termination of the Contract.
- In the event of termination of the Contract by the Owner for No Cause, the Builder shall be compensated for the Work executed and costs incurred by reason of termination, along with reasonable overhead and profit on the Work not executed. This includes costs attributable to termination of Subcontracts.

L. Lien Release

- Virginia law (Virginia Code section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvements of any building or structure to file a lien against the property. This lien may be filed at any time after the work has commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. If the Builder received payment from the Owner after submission of an invoice which included the cost of labor or materials giving rise to any such lien, the Builder agrees to cause any such liens to be released, or a bond posted in amounts sufficient to satisfy the claims giving rise to such liens, not later than 60 days after receiving notice of the filing thereof.

M. Miscellaneous

1. The parties to the Contract mutually agree that it shall be binding upon them, their heirs, executors, administrators, successors and assigns. This Contract may not be assigned by either party without the expressed written consent of the other party.
2. The terms of the Contract and any addenda shall survive settlement and disbursement of the Owner's construction loan and shall be binding upon the parties, assigns and successors in interest.
3. Time is hereby declared to be of the essence in the performance by the Builder/Owner of each of Builder's/Owner's obligations hereunder.

4. This Contract contains the final and entire agreement between the parties hereto, and shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written not contained herein.
5. In the event that either party hereto is required to resort to litigation to enforce its rights under this contract, any judgement awarded to the prevailing party shall include all litigation expenses including without limitation, reasonable attorney fees incurred by the prevailing party.
6. The Contract shall be governed and interpreted by the laws of the Commonwealth of Virginia.
7. The Contract shall include by this reference all provisions required by the Virginia Public Procurement Act (VPPA), including:
 - A. Non-discrimination (Va. Code § 2.2-4311).
 1. During performance, the contractor agrees:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) In all solicitations or advertisements for employees placed by or on behalf of the contractor, the contractor will state that it is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs 1.a), b), and c) in every subcontract or purchase order over \$10,000 so that the provisions are binding upon each subcontractor or vendor.
 - B. Employment of Unauthorized Aliens Prohibited (Va. Code § 2.2-4311.1). The contractor does not, and will not during performance, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - C. Authorization to Transact Business (Va. Code § 2.2-4311.2). The contractor (foreign or domestic) must be authorized to transact business in Virginia and include its State Corporation Commission identification number (or a valid explanation if exempt). A contract entered into in violation of these requirements is voidable at the option of the public body.
 - D. Drug-Free Workplace (Va. Code § 2.2-4312), shall apply to this Contract. Ethics in Public Contracting (Va. Code §§ 2.2-4367 through 2.2-4377).

➤ **Agreed and Accepted**

The parties have read the Contract and have received a complete copy.

Owner: Town of Clifton, Virginia

By: _____

Date: _____

Name:

Title: Mayor, Town of Clifton

Builder: [NAME OF CONTRACTOR]

Date: _____

Name:

Title:

Exhibit B

Scope of Work

- Architectural and structural drawings
- The total land disturbance for the proposed work should be less than 2,500 square feet and therefore a full site and grading plan should not be required during the Fairfax County and Town of Clifton permit review. Standard erosion control practices during construction are required.
- Permits:
 - Town of Clifton Architectural Review Board
 - Town of Clifton Planning Commission with consulting engineer review
 - Fairfax County Plan review and building permit

- Permit/approval Coordination
- Private Inspections for all groundwork, concrete footing, concrete slabs and waterproofing
- Establish temporary electrical service
- Demolition:
 - Remove from First Floor
 - all interior trim and drywall
 - all electrical wiring and devices
 - all windows and doors
 - all plumbing pipes and fixtures
 - existing electrical panel and meter base
 - existing well service
 - existing mechanical room and all related foundation walls, concrete slab groundwork on the south side of the building
 - all siding and trim
 - 1st floor hardwood flooring
 - 1st floor joists
 - Remove existing windows and trim from Second Floor
- Building Structural Bracing
- Foundation Wall and Footing:
 - Form and pour concrete footings at interior perimeter of existing foundation
 - Form and pour concrete walls at interior of existing foundation
 - Form and pour concrete walls on exterior of existing foundation on the southwest side of the building to the existing fireplace
 - Waterproofing at new exterior foundation wall (southwest corner)
 - Provide exterior drainpipe with gravel and filter fabric along the south side to an exterior sump pump crock
 - Provide piping away from building
- Crawl Space:
 - Remove all existing debris
 - Provide perimeter drainpipe to sump pump, discharge to exterior
 - Provide a 20 mil. vapor barrier over the entire crawl space area
 - Provide closed cell insulation at the perimeter foundation walls
 - Provide dehumidification/ventilation with electrical connections
- First Floor Structure:
 - Replace first floor joists
 - Provide ¾" T&G subfloor sheathing
 - Provide concrete piers, posts & beams for mid-span bearing
- Second Floor Structure:
 - Remove or sister any damaged existing joists

- Provide a mid-span beam with supports
- Stairway Modifications may be necessary due to height changes
- Exterior:
 - Remove or sister any damaged studs
 - Prepare proper framing at all window and door areas
 - Provide batt insulation
 - Provide 7/16" OSB sheathing on all exterior walls
 - Provide building wrap material
 - Install new windows and doors
 - Provide new exterior trim
 - Provide new cement fiber siding
 - Provide new gutters and downspouts
 - Exterior Paint
 - Reroute walkway to existing ramp
 - New walkway to front and side entry
 - Gravel at existing parking area
- Roof replacement with prefinished standing seam metal HVAC:
 - Create a 2-zone system, one for each floor
 - Full electric heat pump, not split systems
 - Provide interior space for air handlers
- Plumbing:
 - Relocate existing pressure tank
 - Replace existing copper piping
 - Provide new water heater
 - Provide new 1st floor two piece bathroom on first floor
- Electric:
 - Provide new electrical service and panel
 - Provide new lighting and outlets on the 1st floor
 - Reactivate existing lighting and outlets on the 2nd floor
 - Provide new exterior lighting
 - Provide electric service to new HVAC units and sump pumps
- Interior Finishes:
 - Provide new drywall on the 1st floor
 - Patch and repair drywall on the 2nd floor
 - Provide new interior doors
 - Porcelain Tile, new 1st floor bath and existing 2nd floor bath
 - Provide new kitchen and bath cabinets and counter tops
 - Provide new kitchen appliances
 - Provide new interior trim, door, window, baseboard, stair rail
 - Provide new LVP on 1st floor, refinish existing 2nd floor

- Interior Paint
 - Provide door hardware, bath fixtures and hardware, cabinet hardware
- Site Dumpsters
- Site toilet

Exhibit C

Use Agreement

[attached]

clerk@cliftonva.gov

To: Bondurant, Carol CPM (VDOT)
Cc: Qargha, Saif (VDOT)
Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Geri,

The funding is available in the Live SYIP see the attached screen prints for both projects.

Thanks,
Carol

Carol A. Bondurant
Funding Programs Manager, NOVA District
Virginia Department of Transportation
703-259-2955
carol.bondurant@vdot.virginia.gov



From: Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>
Sent: Monday, October 5, 2026 12:53 PM
To: Bondurant, Carol CPM (VDOT) <Carol.Bondurant@VDOT.Virginia.gov>; Sinclair, Carol (VDOT) <Carol.Sinclair@vdot.virginia.gov>
Cc: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>; Geri Yantis <gyantis@cliftonva.gov>; Brickner, Michelle (VDOT) <Michelle.Brickner@vdot.virginia.gov>
Subject: Fw: Appendix A for New Funding for UPCs 126584 and 109949

Hello Carol,
Please see Geri's request.
Thank you

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From: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>
Sent: Monday, 05 October 2026 12:43:58
To: Martin Yantis <gyantis@syaa.com>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>
Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>
Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Hi Saif – Would you please coordinate, as necessary. Thanks

Kurt Kuppert

Urban Program Manager / Local Assistance / NOVA District

Virginia Department of Transportation



4975 Alliance Drive, Fairfax, VA 22030

540-207-5967

Email: kurt.kuppert@vdot.virginia.gov

From: Geri Yantis <gyantis@syaa.com>

Sent: Monday, October 5, 2026 11:49 AM

To: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>

Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>

Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Kurt,

Maybe just an email from VDOT would suffice along with the syip funding information provided. Would that be from carol or you?

From: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>

Sent: Monday, October 5, 2026 11:46 AM

To: Geri Yantis <gyantis@syaa.com>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>

Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>

Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

[WARNING-EXTERNAL]

Geri – The information that I provided is from our live syip funding system. I don't have anything else, maybe Saif has a suggestion. Thanks

Kurt Kuppert

Urban Program Manager / Local Assistance / NOVA District

Virginia Department of Transportation



4975 Alliance Drive, Fairfax, VA 22030

540-207-5967

Email: kurt.kuppert@vdot.virginia.gov

From: Geri Yantis <gyantis@syaa.com>

Sent: Monday, October 5, 2026 11:41 AM

To: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>

Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>

Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Kurt,

Thank you for the information. Is there something I can provide to the town council that the funding is allocated and it is just the paperwork that needs to be prepared. I can see them hesitating on providing award without being assured the funding is in place.

Thanks

Geri

From: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>

Sent: Monday, October 5, 2026 11:05 AM

To: Geri Yantis <gyantis@syaa.com>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>

Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>

Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Hi Geri - It may be a couple of weeks or longer before the town will receive the updated appendices.

Below is the current funding syip information for both projects. Thanks

UPC 109949

MAP21 TAP: TAP Statewide (CF6100)	CF6100 316100 0	\$1,125,312	\$0	\$0	\$0
MAP21 TAP: TAP >200K : Northern Virginia (CF6M10)	CF6M1 0 316010 1	\$619,366	\$0	\$0	\$0
.SAFETEA-LU Earmarks: HPP-R - Access (CNF240)	CNF24 0 603024 0	\$39,623	\$0	\$0	\$0
Accounts Receivable: Accounts Receivable - Access (CNL222)	CNL22 2 603022 2	\$21,709	\$0	\$0	\$0
.SAFETEA-LU Earmarks: HPP-R Match - Access (CNS243)	CNS24 3 603124 3	\$9,905	\$0	\$0	\$0
.Transportation Enhancement Funds: Local Funds for Enhancement Projects (NPL206)	NPL206 903020 6	\$414,460	\$0	\$0	\$0
Total		\$2,230,375	\$0	\$0	\$0

UPC 126584 (Duct Bank only)

	CF6100				
MAP21 TAP: TAP Statewide (CF6100)	316100 0	\$760,749	\$0	\$0	\$0
.Transportation Enhancement Funds:	NPL206				
Local Funds for Enhancement Projects (NPL206)	903020 6	\$190,187	\$0	\$0	\$0
Total		\$950,936	\$0	\$0	\$0

Kurt Kuppert

Urban Program Manager / Local Assistance / NOVA District

Virginia Department of Transportation



4975 Alliance Drive, Fairfax, VA 22030

540-207-5967

Email: kurt.kuppert@vdot.virginia.gov

From: Geri Yantis <gyantis@syaa.com>

Sent: Monday, October 5, 2026 10:51 AM

To: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>

Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>

Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

Kurt,

Okay sounds good. Do you know about how long this will take. I want to let the town council know what to expect.

Also, can you provide the additional amount of funding for each project.

Thank you

Geri

From: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>
Sent: Monday, October 5, 2026 10:47 AM
To: Geri Yantis <gyantis@syaa.com>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>
Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>
Subject: RE: Appendix A for New Funding for UPCs 126584 and 109949

[WARNING-EXTERNAL]

Good Morning Geri – This task is on our list. Once we have the actual award estimate entered into our system, then we will be able to request the appendix revisions from Central Office for both projects. Thanks

Kurt Kuppert

Urban Program Manager / Local Assistance / NOVA District

Virginia Department of Transportation



4975 Alliance Drive, Fairfax, VA 22030

540-207-5967

Email: kurt.kuppert@vdot.virginia.gov

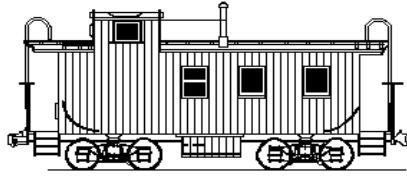
From: Geri Yantis <gyantis@syaa.com>
Sent: Sunday, October 4, 2026 4:29 PM
To: Kuppert, Kurt M. (VDOT) <Kurt.Kuppert@VDOT.Virginia.gov>; Qargha, Saif (VDOT) <Saif.Qargha@vdot.virginia.gov>
Cc: Truong, Steven (VDOT) <Steven.Truong@vdot.virginia.gov>; Abdolahi, Ali (VDOT Contractor) <Ali.Abdolahi@vdot.virginia.gov>
Subject: Appendix A for New Funding for UPCs 126584 and 109949

Kurt,

Can you please provide the new Appendix A for the new funding for the Town of Clifton Streetscape Project.

Thank you

Geri



Town of Clifton, Virginia
P.O. Box 309
Clifton, VA 20124

DRAFT

October 6, 2026(to be revised)

Mr. Marcos Silva
President
M&F Concrete Inc
7720 Bethlehem RD
Manassa, VA 20109

RE: Administrative Notice to Proceed
Project: Town of Clifton Streetscape – Phase II (State Project CLFT-029-101, Federal Aid Project No FHWA - TAP-5B01(696). UPC 126584, 109949)

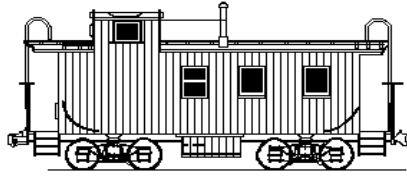
Dear Mr. Silva,

This letter shall serve as formal Administrative Notification to Proceed, effective October ????, 2026, pursuant to Article I. B of IFB 25003. A Construction Notice to Proceed will follow upon completion of Pre-Construction Administrative items.

Thank you for submitting the successful bid on this project. If you have any questions, please feel free to contact me.

Respectfully,

Lynn Screen
Mayor
Town of Clifton
lscreen@cliftonva.gov



Town of Clifton, Virginia
P.O. Box 309
Clifton, VA 20124

September 30, 2026

CONTRACT AWARD

Town of Clifton Streetscape Project for Main Street - Phase II
VDOT Project: CLFT-029-101, P102, R201, C502
Duct Bank Construction Project – Stage 1 (UPC 126584)
Roadway Construction Project – Stage 2 (UPC 109949)

Mr. Ben Harvey
M&F Concrete, Inc.
7700 Bethlehem Road
Manassas, Virginia 21109.

Dear Mr. Harvey,

The Virginia Department of Transportation has authorized the Town of Clifton to proceed with the award of the construction contracts referenced above.

Accordingly, the Town of Clifton hereby awards the contract to M&F Concrete, Inc. based on your bid of **\$772,280.43** for the Duct Bank Construction Project (Stage 1) and **\$967,276.92** for the Roadway Construction Project (Stage 2).

This award is subject to the contractor completing and submitting all applicable contract requirements, including the executed Owner-Contractor Agreement, required performance and payment bonds, certificates of insurance, and any other documents required by the contract documents and the Town.

Upon satisfactory receipt and acceptance of the required documentation and execution of the contract by the Town, the Town of Clifton will issue the Administrative Notice to Proceed.

We appreciate your participation in this project and look forward to working with you during construction.

Sincerely,

Lynn Screen
Mayor

ENVIRONMENTAL COMMITTEE MONTHLY UPDATE October 2026

KEY ACTIVITIES AND PROJECT UPDATES

Activity 1: The Town of Clifton was awarded a FY2027 Competitive Litter Prevention and Recycling Grant in the amount of \$14000.00 from the Virginia Department of Environmental Quality. The grant will support the Resource Recovery Project and community recycling events.

Activity 2: The Committee on the Environment met on September 28th at the Town office. Topics covered included:

- End of 2026 Bluebird Trail Monitoring-a data report will be shared soon with the Town.
- Organizing community outreach projects that coordinate with invasive plant management project
- Ideas for future projects were discussed including investigating the feasibility of installing a public electric vehicle charging station in Town. The Pink House project may provide an opportunity to consider EV charging infrastructure as part of future site planning.

Activity 3: A second treatment of invasive plants in Floodplain Park is tentatively scheduled for the week of November 16th with Environmental Quality Resources. The treatment date will be confirmed once EQR provides the Town with an invoice and contract.

EVENTS & ARTS COMMITTEE MONTHLY UPDATES - OCTOBER 2026

1. KEY ACTIVITIES

- A. **Art Smart Events:** planning 2 fall ArtSmart events in coordination with The Art Guild and The Purple Hayes Gallery for November and December.
- B. **Holiday Tree Lighting:** Planning is underway for the annual Holiday Tree Lighting to be held the first Saturday of December. Kevin Hutto is leading the effort again this year and will coordinate with our tree lighting contractor, DJ, and will arrange the fire pits, hot cocoa, etc.. Kevin has requested the Town get the electrical service line repaired, and is obtaining a price quote for the work.

2. CHALLENGES/ISSUES

- A. **Challenge/Issue 1:** Electrical Service Line at Ayre Square. The existing line has failed and the past fix of using an extension cord over the ground is a safety/tripping hazard. Cost for repairs (new line run through conduit to prevent recurrence of this failure) should be <\$500, however a formal quote is still forthcoming as of 10/3/26.

3. UPCOMING PLANS

- A. **Newsletter Feature for ArtSmart programs:** Short write-up promoting these events with description and signup links.
- B. **Newsletter Feature for Holiday Tree Lighting:** Short write-up advising the community about the event and when/what to expect.
- C. **Holiday Market:** Exploring feasibility of bringing back the Holiday Art Fair & Market in partnership with The Art Guild to be held at Nickum Hall. Ideally this would take place on the first Saturday of December to align with other holiday activities in town (CHS Parade, Tree Lighting), however the December Art Smart event is in the space until 12PM, so this would require some extra planning/coordination.

4. IMPORTANT DATES

- A. **November Art Smart Event:** November 7, 10Am-12PM - Paul Cezanne & Bertha Morisot
- B. **December Art Smart Event: ate 2: E**December 5, 10AM-12PM - M.C. Escher

One Dwelling, Inc.

Architects ♦ Builders ♦ Developers

Preliminary Estimate

October 2, 2026

7137 Main Street
Clifton, VA 20124

Building Designation
Single Family Dwelling

Design Program, Drawings

Town & County Submissions, Cost Analysis

\$34,272.00

ARB Submission
Planning Commission Submission
Fairfax County Permit Submission
Health Department Submission

Site Preparation, Security, Maintenance, Inspections

\$89,700.00

Security Fencing
Site Toilet
Dumpsters
Temporary Electrical Service
Private Inspections
Erosion Controls
Required Signage

Demolition

Interior finishes, fixtures & Equipment
Remove existing 1st. floor joist
Install bracing to existing structure
Remove existing one-story section
Remove existing doors, windows and siding
Remove crawl space debris
Remove existing tree

Concrete & Masonry

Concrete footings and walls to reinforce existing foundation
Provide stem-walls for proper drainage

\$87,815.00

Virginia Architectural License
Royce Charles Jarrendt #0401 005955

Virginia Contractors License No.
One Dwelling, Inc. #2705170337

<u>Waterproofing, Drainage, Crawl Space Encapsulation</u>	\$57,157.00
<u>Carpentry</u>	\$131,435.00
Framing,	
New Sheathing, exterior walls, 1 st Floor	
New Windows & Doors	
New Cement Fiber Siding	
Exterior Trim	
Paint	
<u>Roofing</u>	\$47,250.00
Remove Existing	
Repair Existing Roof Sheathing	
New Standing Seam Metal Roof	
New Gutters and Downspouts	
<u>Heating & Air Conditioning</u>	\$42,350.00
2-Zoned Forced Air	
Electric Heat Pump	
<u>Plumbing</u>	\$30,827.00
Relocate Water Service Equipment	
New Supply & Waste Piping	
New 2-piece bathroom on the First Floor	
Replace Bathroom Fixtures in the 2 nd Floor Bathroom	
<u>Electrical</u>	\$43,275.00
Relocated New Service and Panel	
New Fixtures and Devices	
<u>Insulation</u>	
Closed Cell Foam in Crawl Space Encapsulation	\$21,250.00
1" Closed Cell Foam in All Walls	
All Walls with Batt Insulation to Achieve R-15	
Foam Insulation at Roof	

Virginia Architectural License
Royce Charles Jarrendt #0401 005955

Virginia Contractors License No.
One Dwelling, Inc. #2705170337

Interior Finishes	\$98,930.00
1/2" Gypsum Board at All Walls & Ceilings	
Interior Doors & Trim	
Ceramic Tile at 2 nd Floor Bathroom	
1 st Floor LVP Flooring	
Patch, Repair & Refinish Existing 2 nd Floor Hardwood	
Rebuilt Stairway & Railings	
Kitchen & Bathroom Cabinets with Countertops	
Kitchen Appliances	
Door, Bathroom, Cabinet Hardware	
Paint	
Final Grading Site Work	\$32,600.00
New Concrete Walk to Front & Side Doors	
Add/Repair Gravel at Parking Area	
Seed & Straw	
Cleaning	
<u>Total Estimated Budget</u>	<u>\$716,861.00</u>

The estimated budget is based primarily on the previously discussed drawings and scope of work, with some revisions. It includes removing and replacing all second-floor finishes, which appears necessary to accommodate the ducted mechanical system and ensure proper insulation.

Consideration should be given to rebuilding the One-story section of the building. That space could be used as a mechanical room housing the electrical service, water service and filter system and accommodate additional space for the first floor 2-piece bathroom. The previous estimate to rebuild that structure was \$51,600 and seems to be a reasonable cost projection. That cost is not included in this preliminary estimate.

Virginia Architectural License
Royce Charles Jarrendt #0401 005955

Virginia Contractors License No.
One Dwelling, Inc. #2705170337

**RESOLUTION AUTHORIZING PLANNING COMMISSION TO REVIEW AND
MAKE RECOMMENDATION CONCERNING CHANGE OF ZONING
CLASSIFICATION FOR PROPERTY IDENTIFIED AS TAX MAP #0754 02 0010**

WHEREAS, the Town of Clifton, Virginia (the "Town") owns a parcel of real estate and improvements thereon located at 7137 Main Street, Clifton, Virginia, identified as tax map #0754 02 0010 in the real property records of Fairfax County, Virginia (the "Property");

WHEREAS, it is the desire of the Mayor and Council of the Town to cause the zoning classification of the Property to be changed from the "Industrial District" to the "Low Impact Commercial District;" and

WHEREAS, it is necessary for the Town Planning Commission to consider such reclassification, hold a public hearing thereon and make a recommendation to the Mayor and Council as to the appropriateness of such reclassification.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:

1. The Planning Commission is requested to consider reclassification of the Property from the "Industrial District" to the "Low Impact Commercial District," hold a public hearing thereon and make a recommendation to the Mayor and Council as to the appropriateness of such reclassification.
2. This resolution shall be effective as of its adoption.

IN WITNESS WHEREOF, this resolution hereby is adopted as of _____, 202_.

Proposal/Contract

Gallotta Enterprises

13165 Compton Rd.

Clifton, Va. 20124

Ph. 703-675-0325

E-mail- attollag@aol.com

Date: 10/5/26

To: Kevin Hutto

Project: power @ Xmas tree

E-Mail: huttoh@aol.com

Ph: 703-244-0516

Specifications & Estimates:

Run UF 12/2 wire underground from Power pole to Xmas tree

Install a GFI outlet for lighting the tree Placement TBD

Price ----- \$500

We propose to furnish material and labor to complete according to the above specifications, for the sum of: as stated above

Payment to be made as follows: 50% down and 40% after drywall is finished, 10% upon satisfactory completion of job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications involving extra coats will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. All work has a one-year workmanship guarantee from completion of job.

Authorized Signature Mark Gallotta **Date** 10/5/26

Note: This proposal may be withdrawn if it is not accepted within 30 days.

Acceptance of Proposal: The above prices, specification and conditions are satisfactory and are accepted.

You are authorized to do the work as specified. Payment will be as outlined above.

Date of Acceptance _____ **Signature** _____

Show/Hide Project Splits

Manage Previous Allocations

		Previous	2028	2029	2030	2031	2032	2033	Total	Actions
MAP21 TAP: TAP Statewide (CF6100)	CF6100 3161000	\$1,125,312	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125,312	
MAP21 TAP: TAP >200K : Northern Virginia (CF6M10)	CF6M10 3160101	\$619,366	\$0	\$0	\$0	\$0	\$0	\$0	\$619,366	
.SAFETEA-LU Earmarks: HPP-R - Access (CNF240)	CNF240 6030240	\$39,623	\$0	\$0	\$0	\$0	\$0	\$0	\$39,623	
Accounts Receivable: Accounts Receivable - Access (CNL222)	CNL222 6030222	\$21,709	\$0	\$0	\$0	\$0	\$0	\$0	\$21,709	
.SAFETEA-LU Earmarks: HPP-R Match - Access (CNS243)	CNS243 6031243	\$9,905	\$0	\$0	\$0	\$0	\$0	\$0	\$9,905	
.Transportation Enhancement Funds: Local Funds for Enhancement Projects (NPL206)	NPL206 9030206	\$414,460	\$0	\$0	\$0	\$0	\$0	\$0	\$414,460	
Total		\$2,230,375	\$0	\$0	\$0	\$0	\$0	\$0	\$2,230,375	

Total Allocations\$2,230,375

Total Estimate\$2,230,375

Remaining Balance after 2033\$0

Route Jurisdiction Type Length	Description	Projected Cost (In thousands)	Sync Date (User) Est/Exp Sync Date (User)	Principal	Actions
0645 Fairfax LAP Tier 1 PE, RW, CN (PH, RFP)	TOWN OF CLIFTON STREETSCAPE PROJECT - PHASE II UPC: 109949	PE RW CN Total	\$460,000 \$279,644 \$1,490,731 \$2,230,375	10/06/2026 2:07:20 AM (craig.ahlin) 10/06/2026 2:07:20 AM (craig.ahlin)	☒

Home / Program Line Items / Detail

126584

Q

Scenario Overview

^

Line Item Details

^

Estimates & Expenditures

^

Allocations & Projected Funding

v

Show/Hide Project Splits

📅 Manage Previous Allocations

		Previous	2028	2029	2030	2031	2032	2033	Total	Actions
MAP21 TAP: TAP Statewide (CF6100)	CF6100 3161000	\$760,749	\$0	\$0	\$0	\$0	\$0	\$0	\$760,749	
.Transportation Enhancement Funds: Local Funds for Enhancement Projects (NPL206)	NPL206 9030206	\$190,187	\$0	\$0	\$0	\$0	\$0	\$0	\$190,187	
Total		\$950,936	\$0	\$0	\$0	\$0	\$0	\$0	\$950,936	

Total Allocations

\$950,936

Total Estimate

\$950,936

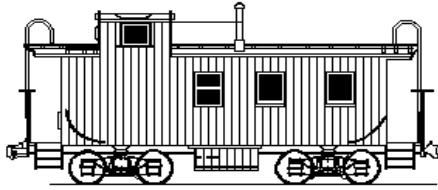
Remaining Balance after 2033

\$0

Project List

v

Route Jurisdiction Type Length	Description	Projected Cost (In thousands)	Sync Date (User) Est/Exp Sync Date (User)	Principal	Actions
0645 Fairfax LAP Tier 1 CN Only 0.0789	TOWN OF CLIFTON STREETSCAPE PHASE II - DUCT BANK CONST UPC: 126584	PE RW CN Total	\$0 \$0 \$950,936 \$950,936	10/06/2026 2:07:20 AM (craig.ahlin) 10/06/2026 2:07:20 AM (craig.ahlin)	✓



Town of Clifton, Virginia
P.O. Box 309
Clifton, VA 20124

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor AGREEMENT (“CONTRACT”) made this ____ day of _____, 2026, by and between the Town of Clifton, Virginia (hereinafter referred to as the “OWNER” or the “Town”), whose mailing address is P.O. Box 309 Clifton, Virginia 20124, and M&F Concrete Inc. (hereinafter referred to as “CONTRACTOR”), whose mailing address is 7700 Bethlehem Road, Manassas, Virginia 21109. All correspondence, submittals and notices relating to or required under this CONTRACT shall be sent in writing to the above address, as set forth in Article 6, unless either party is notified in writing to the other, of a change in address.

This CONTRACT for construction of the TOWN OF CLIFTON STREETSCAPE PROJECT FOR MAIN STREET – PHASE II, STAGE 1 UTILITY DUCT BANK CONSTRUCTION PROJECT (UPC 126584) AND ROADWAY CONSTRUCTION PROJECT (UPC 109949), herein after referred to as the “PROJECT,” is effective on the date it is fully executed by and between the OWNER and the CONTRACTOR.

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the OWNER and CONTRACTOR.

This CONTRACT consists of and incorporates by reference the following attachments:

- | | |
|--------------|---|
| Attachment 1 | The Town’s Invitation for Bid No. 25003 dated April 28, 2026, including any addenda (the “IFB”). |
| Attachment 2 | The Plans entitled Town of Clifton Streetscape Project – Phase II – Duct Bank Construction Dated November 14, 2025. |
| Attachment 3 | The Plans entitled Town of Clifton Streetscape – Phase II – Dated November May 15, 2026 |
| Attachment 4 | The CONTRACTOR’s Bid Dated June 25, 2026. |

Notwithstanding and in spite of any other provision to the contrary in the foregoing documents, in the event that Attachment 4 contradicts or limits this CONTRACT or Attachments 1, 2 and 3, this CONTRACT and Attachments 1, 2 and 3 shall prevail.

Article 1
ENGINEER/CONSULTANT

- 1.1 The Engineer of Record for the Plans entitled Town of Clifton Streetscape Project -Phase II, is J2 Engineers, Inc., whose address is 13241 Woodland Park Road, Suite 250, Herndon, VA 20171.
- 1.2 The Designer of the Plans entitled Town of Clifton Streetscape Project – Phase II - Duct Bank Construction, Dated November 14, 2025 is CES Consulting, LLC whose address is 4245 Sigler Road, Warrenton VA 20187.
- 1.3 The Construction Engineering and Inspections Services for the Town of Clifton will be provided by CES Consulting, LLC. The contact person for the Duct Bank Construction Project (Stage 1) will be Matt McLaughlin, and the Roadway Construction Project (Stage 2) contact person will be Josh Swatman. Their contact information is the following.

Matt McLaughlin
4245 Sigler Road
Warrenton VA 20187
(571) 455-4951

mdmclaughlin@ces-consultingllc.com

Josh Swatman
4245 Sigler Road
Warrenton VA 20187
(540) 336-6380

jswatman@ces-consultingllc.com

Article 2
TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed for Construction.
- 2.2 The Contractor shall achieve Final Completion, as defined in Section I.B. Period of Contract as outlined in the IFB. The Administrative Notice to Proceed will be issued upon execution of this CONTRACT. The Contractor agrees that the time for completion of the Work as described in the Contract Documents shall govern unless specifically amended in writing by the OWNER, and that no claims for early completion are allowed to be presented by the CONTRACTOR to the OWNER.
- 2.3 The OWNER specifies that time is of the essence under this CONTRACT. Time being of the essence, it is essential to the OWNER that CONTRACT work will be completed within the CONTRACT Time. The OWNER and the CONTRACTOR agree that damages for failure to complete the work within the Contract Time are not susceptible to exact determination but that damages will be as outlined in Section II. Liquidated Damages of the IFB.
- 2.4 The CONTRACTOR hereby waives any defense as to the validity of any liquidated damages stated in this CONTRACT as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3
CONTRACT SUM

- 3.1 Provided that the CONTRACTOR shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the OWNER shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of seven hundred seventy-two thousand, two hundred eighty dollars and 43 cents (\$772,280.43) for the Duct Bank Construction Project (Stage 1) and the sum of nine hundred sixty-seven thousand, two hundred seventy-six dollars and 92 cents (\$967,276.92) for the Roadway Construction Project (Stage 2), herein referred to as the "Contract Sums".

Article 4
PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as required by the "VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR PROGRESS SCHEDULES FOR CATEGORY I PROJECTS" as included in the IFB.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the Consultant a Payment Request Application in accordance with the provisions of 109.08 – Partial Payments of the VIRGINIA DEPARTMENT OF TRANSPORTATION 2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS SECTION 109-MEASUREMENT AND PAYMENT" as included in the IFB. This date may be changed upon mutual agreement as an amendment to the CONTRACT, stated in writing, between the Town and Contractor. Payment under this Contract shall be made as provided in the IFB. An updated progress schedule shall be submitted with each Payment Request Application.
- 4.3 The Construction Progress Schedule shall be utilized by OWNER, CONSULTANT and CONTRACTOR for submission, review and approval of monthly Payment Request. The schedule must be updated by CONTRACTOR monthly with each progress payment application and submitted to the OWNER and CONSULTANT for review with the progress payment application. OWNER shall not be required to process and review CONTRACTOR'S Application for Payment if CONTRACTOR has failed or refused to provide the progress scheduling update information required herein

Article 5
OTHER REQUIREMENTS

- 5.1 The CONTRACTOR shall submit the Payment and Performance Bonds as described in the IFB and a Certification of Insurance as required by the Contract Documents.
- 5.2 To the extent required by the Commonwealth of Virginia (*see e.g. 54.1-1100 et seq. of the Code of Virginia*), the CONTRACTOR shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the OWNER pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The OWNER may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 5.4 The Town of Clifton will provide the required VDOT permit and DEQ land disturbance permit. These permits will require the contractor to post a bond with VDOT for the estimated value of the work that is to be constructed in the VDOT right-of-way. The successful bidder will be required to post any post-construction latent defect bond required by VDOT.
- 5.5 Except as stated in Section 5.4, above, it shall be the responsibility of the Contractor to comply with Town and Fairfax County Codes and Ordinances by securing the necessary permits. All other required permits, including State of Virginia permits and trade permits, will be the responsibility of the Contractor. The Town shall waive any fees involved in securing Town permits.
- 5.6 Contractor warrants to OWNER that the construction, including all materials and equipment furnished as part of this PROJECT, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship.

Article 6

NOTICE

- 6.1 All notices and other communications made pursuant to the Contract Documents shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

M&F Concrete, LLC
7720 Bethlehem Road
Manassas, VA 20109

TO OWNER:

Town of Clifton, Virginia
P.O. Box 309
Clifton, Virginia 20124

Article 7

ENTIRE CONTRACT AND SEVERABILITY

- 7.1 This CONTRACT represents the entire and integrated CONTRACT between the parties hereto and supersedes all prior negotiations, representations, or CONTRACTs, either written or oral. The Contract may be amended or changed only by an Amendment or

Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the OWNER, or any agent, consultant, or independent Contractor employed by the OWNER and any subcontractor, sub-subcontractor, supplier or vendor of the CONTRACTOR, but the OWNER shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.

- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire CONTRACT but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Article 8

GOVERNING LAW/FORUM

- 8.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Fairfax or the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Fairfax County Circuit Court, Fairfax County, Virginia. CONTRACTOR expressly consents to waiver of service of process in an action pending in the Fairfax County Circuit Court pursuant to Virginia Code § 8.01-286.1.
- 8.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this CONTRACT. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

Article 9

REQUIRED PROVISIONS; CERTAIN REFERENCES IN THE IFB

- 9.1 Notwithstanding any provision to the contrary in the Contract Documents, no Code or ordinance of the Owner or provision of the Virginia Public Procurement Act or any applicable Town, VDOT or Federal policy or statute is waived in whole or in part. Said requirements prevail over any requirement of this Contract in the event of conflict.

The Parties agree that, where applicable, this Agreement shall be deemed to have incorporated certain provisions that the Virginia Public Procurement Act statutorily required to be included in the Town's contracts, found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); § 2.2-4311.2 (authorization to transact business in Virginia, if legally required); § 2.2-4311.4. (procurement of imported goods; forced and indentured child labor prohibition); and § 2.2-4637, *et seq.* (Ethics in Public Contracting).

The parties agree that the Virginia Freedom of Information Act, Va. Code § 2.2-3700, *et seq.*, is applicable to this Agreement, and that any confidentiality provisions shall be read and interpreted only to the extent they are permitted under said Act.

- 9.2 Effective June 10, 2026, use of Form FHWA-1273 and the application of the requirements as found therein is governed as amended by RIN 2125-AG19, 91 FR 25492.
- 9.3 Reference to “the Department” in subsection I. of Section **II. SPECIAL TERMS AND CONDITIONS** of the IFB shall mean and include the Town.

Article 10
COUNTERPARTS

- 10.1 This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

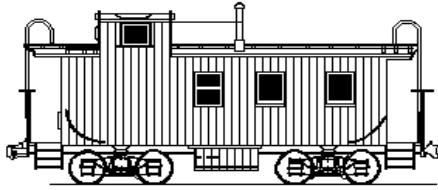
WITNESS THE FOLLOWING SIGNATURES:

TOWN OF CLIFTON, VIRGINIA

By: _____
Name: Lynn Screen
Title: Mayor
Date: _____

M&F CONCRETE, INC

By: _____
Name: Ben Harvey
Title: _____
Date: _____



Town of Clifton, Virginia
P.O. Box 309
Clifton, VA 20124

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor AGREEMENT (“CONTRACT”) made this ____ day of _____, 2026, by and between the Town of Clifton, Virginia (hereinafter referred to as the “OWNER” or the “Town”), whose mailing address is P.O. Box 309 Clifton, Virginia 20124, and M&F Concrete Inc. (hereinafter referred to as “CONTRACTOR”), whose mailing address is 7700 Bethlehem Road, Manassas, Virginia 21109. All correspondence, submittals and notices relating to or required under this CONTRACT shall be sent in writing to the above address, as set forth in Article 6, unless either party is notified in writing to the other, of a change in address.

This CONTRACT for construction of the TOWN OF CLIFTON STREETSCAPE PROJECT FOR MAIN STREET – PHASE II, STAGE 1 UTILITY DUCT BANK CONSTRUCTION PROJECT (UPC 126584) AND ROADWAY CONSTRUCTION PROJECT (UPC 109949), herein after referred to as the “PROJECT,” is effective on the date it is fully executed by and between the OWNER and the CONTRACTOR.

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the OWNER and CONTRACTOR.

This CONTRACT consists of and incorporates by reference the following attachments:

- | | |
|--------------|---|
| Attachment 1 | The Town’s Invitation for Bid No. 25003 dated April 28, 2026, including any addenda (the “IFB”). |
| Attachment 2 | The Plans entitled Town of Clifton Streetscape Project – Phase II – Duct Bank Construction Dated November 14, 2025. |
| Attachment 3 | The Plans entitled Town of Clifton Streetscape – Phase II – Dated November May 15, 2026 |
| Attachment 4 | The CONTRACTOR’s Bid Dated June 25, 2026. |

Notwithstanding and in spite of any other provision to the contrary in the foregoing documents, in the event that Attachment 4 contradicts or limits this CONTRACT or Attachments 1, 2 and 3, this CONTRACT and Attachments 1, 2 and 3 shall prevail.

Article 1
ENGINEER/CONSULTANT

- 1.1 The Engineer of Record for the Plans entitled Town of Clifton Streetscape Project -Phase II, is J2 Engineers, Inc., whose address is 13241 Woodland Park Road, Suite 250, Herndon, VA 20171.
- 1.2 The Designer of the Plans entitled Town of Clifton Streetscape Project – Phase II - Duct Bank Construction, Dated November 14, 2025 is CES Consulting, LLC whose address is 4245 Sigler Road, Warrenton VA 20187.
- 1.3 The Construction Engineering and Inspections Services for the Town of Clifton will be provided by CES Consulting, LLC. The contact person for the Duct Bank Construction Project (Stage 1) will be Matt McLaughlin, and the Roadway Construction Project (Stage 2) contact person will be Josh Swatman. Their contact information is the following.

Matt McLaughlin
4245 Sigler Road
Warrenton VA 20187
(571) 455-4951

mdmclaughlin@ces-consultingllc.com

Josh Swatman
4245 Sigler Road
Warrenton VA 20187
(540) 336-6380

jswatman@ces-consultingllc.com

Article 2
TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed for Construction.
- 2.2 The Contractor shall achieve Final Completion, as defined in Section I.B. Period of Contract as outlined in the IFB. The Administrative Notice to Proceed will be issued upon execution of this CONTRACT. The Contractor agrees that the time for completion of the Work as described in the Contract Documents shall govern unless specifically amended in writing by the OWNER, and that no claims for early completion are allowed to be presented by the CONTRACTOR to the OWNER.
- 2.3 The OWNER specifies that time is of the essence under this CONTRACT. Time being of the essence, it is essential to the OWNER that CONTRACT work will be completed within the CONTRACT Time. The OWNER and the CONTRACTOR agree that damages for failure to complete the work within the Contract Time are not susceptible to exact determination but that damages will be as outlined in Section II. Liquidated Damages of the IFB.
- 2.4 The CONTRACTOR hereby waives any defense as to the validity of any liquidated damages stated in this CONTRACT as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3
CONTRACT SUM

- 3.1 Provided that the CONTRACTOR shall strictly and completely perform all of its obligations under the Contract Documents, the OWNER shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of seven hundred seventy-two thousand, two hundred eighty dollars and 43 cents (\$772,280.43) for the Duct Bank Construction Project (Stage 1) and the sum of nine hundred sixty-seven thousand, two hundred seventy-six dollars and 92 cents (\$967,276.92) for the Roadway Construction Project (Stage 2), herein referred to as the "Contract Sums".
- 3.2 Contract Sums are subject only to additions and deductions by modifications as agreed to in writing and signed by both parties.

Article 4
PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as required by the "VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR PROGRESS SCHEDULES FOR CATEGORY I PROJECTS" as included in the IFB.
- 4.2 The Contractor hereby agrees that during the performance of the Work they will deliver to the Consultant a Payment Request Application in accordance with the provisions of 109.08 – Partial Payments of the VIRGINIA DEPARTMENT OF TRANSPORTATION 2020 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS SECTION 109-MEASUREMENT AND PAYMENT" as included in the IFB and pursuant to the schedule as designated in SS109-002020-01 of the VDOT 2020 Road and Bridge Supplemental Specifications. This date may be changed upon mutual agreement as an amendment to the CONTRACT, stated in writing, between the Town and Contractor. Payment under this Contract shall be made as provided in the IFB. An updated progress schedule shall be submitted with each Payment Request Application. The CONTRACTOR shall provide daily quantity sheets of work completed, via e-mail, to the OWNER's Project Manager and Construction Managers/Consultant(s) designated in Article 1.
- 4.3 The Construction Progress Schedule shall be utilized by OWNER, CONSULTANT and CONTRACTOR for submission, review and approval of monthly Payment Request. The schedule must be updated by CONTRACTOR monthly with each progress payment application and submitted to the OWNER and CONSULTANT for review with the progress payment application. OWNER shall not be required to process and review CONTRACTOR'S Application for Payment if CONTRACTOR has failed or refused to provide the progress scheduling update information required herein

Article 5
OTHER REQUIREMENTS

- 5.1 The CONTRACTOR shall submit the Payment and Performance Bonds as described in the IFB and a Certification of Insurance as required by the Contract Documents and Section 103.05 of the 2020 VDOT Road and Bridge Specifications.

- 5.2 To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia), the CONTRACTOR shall be duly licensed to perform the services required to be delivered pursuant to this Contract.
- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the OWNER pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The OWNER may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 5.4 The Town of Clifton will provide the required VDOT permit and DEQ land disturbance permit. These permits will require the CONTRACTOR to post a bond with VDOT for the estimated value of the work that is to be constructed in the VDOT right-of-way. The CONTRACTOR will be required to post any post-construction latent defect bond required by VDOT.
- 5.5 Except as stated in Section 5.4, above, it shall be the responsibility of the Contractor to comply with Town and Fairfax County Codes and Ordinances by securing the necessary permits. All other required permits, including State of Virginia permits and trade permits, will be the responsibility of the Contractor. The Town shall waive any fees involved in securing Town permits.
- 5.6 Contractor warrants to OWNER that the construction, including all materials and equipment furnished as part of this PROJECT, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship.

Article 6

NOTICE

- 6.1 All notices and other communications made pursuant to the Contract Documents and required to be sent within certain timeframes shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

M&F Concrete, LLC
7720 Bethlehem Road
Manassas, VA 20109

TO OWNER:

Town of Clifton, Virginia
P.O. Box 309
Clifton, Virginia 20124

Article 7
ENTIRE CONTRACT AND SEVERABILITY

- 7.1 This CONTRACT represents the entire and integrated CONTRACT between the parties hereto and supersedes all prior negotiations, representations, or CONTRACTs, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the OWNER, or any agent, consultant, or independent Contractor employed by the OWNER and any subcontractor, sub-subcontractor, supplier or vendor of the CONTRACTOR, but the OWNER shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire CONTRACT but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Article 8
GOVERNING LAW/FORUM

- 8.1 This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Fairfax or the United States District Court for the Eastern District of Virginia in Alexandria. Contractor expressly waives any objection to venue or jurisdiction of the Fairfax County Circuit Court, Fairfax County, Virginia. CONTRACTOR expressly consents to waiver of service of process in an action pending in the Fairfax County Circuit Court pursuant to Virginia Code § 8.01-286.1.
- 8.2 Each of the parties irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either party for any claim, demand, action, or cause of action, arising out of this CONTRACT. Each of the parties hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury.

Article 9
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- 9.1 Notwithstanding any provision to the contrary in the Contract Documents, no Code or ordinance of the Owner or provision of the Virginia Public Procurement Act or any applicable Town, VDOT or Federal policy or statute is waived in whole or in part. Said requirements prevail over any requirement of this Contract in the event of conflict.

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legally required); § 2.2-4311.4. (procurement of imported goods; forced and indentured child labor prohibition); and § 2.2-4637, *et seq.* (Ethics in Public Contracting).

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WITNESS THE FOLLOWING SIGNATURES:

TOWN OF CLIFTON, VIRGINIA

By: _____

Name: Lynn Screen

Title: Mayor

Date: _____

M&F CONCRETE, INC

By: _____

Name: Marcos Silva

Title: President

Date: _____



HARRIS PARK PLAYGROUND PROPOSALS

HOW WE GOT HERE

Lynn and Jay met with 3 companies, Cunningham, Kompan, and Sparks, to discuss an overhaul of our playground using the existing footprint.

Each company was given design criteria and asked to prioritize safety, accessibility, keep a natural tone, utilize elements with red accents, and make it sustainable. Lynn and Jay expressed that a train element as well as horse-themed elements were necessary to exemplify Clifton and that we wanted to keep 6 seat swings, the new log elements, and the ADA swing.

We went back to both Kompan and Cunningham with a request for some updates to their proposals with a commitment to select a vendor at the October meeting.

These updated slides are the results from those conversations

CUNNINGHAM RECREATION BID

CUSTOM THEME AND SITE PLAN

Proposal link: [Cunningham](#) and [updated view 1](#) and [updated view 2](#)

Designed specifically to honor what makes Clifton, "Clifton" while also bringing us up to current safety standards. (All colors are customizable as well)

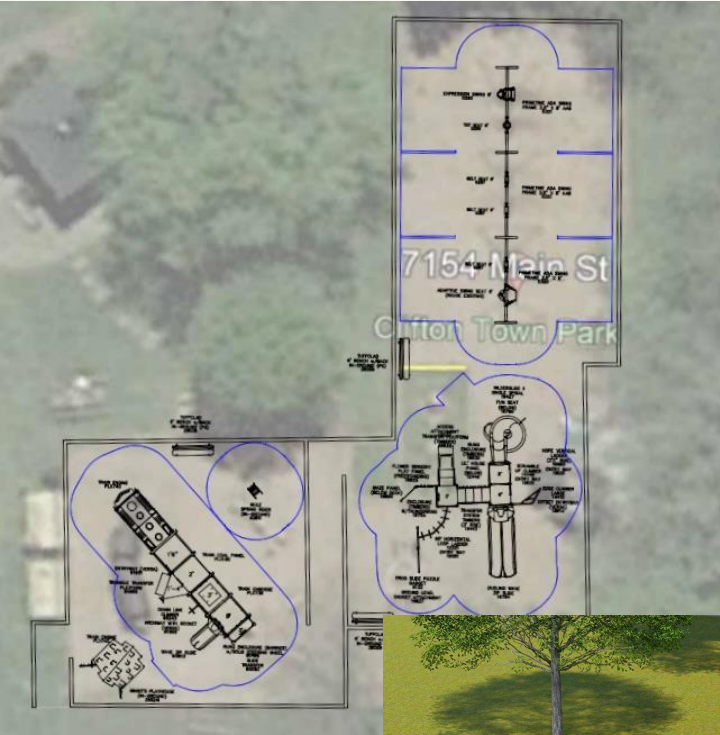
Train: Custom red and black "Clifton R.R." engine and caboose geared toward ages 2-5

PrimeTime Tower: High-density modular fortress for ages 5-12 filled with sensory play gadgets

Site prep: Bid contained a comprehensive site trenching and perforated drainage system to ensure equipment doesn't sit in water. Also replaces all the timber borders



OUR NEW PLAYGROUND (FROM CUNNINGHAM)





HARRIS PARK

Clifton, VA

Train Colors - Custom

Black	Red	Gray
Black (VaporGuard HDPE)	Red (HDPE)	Gray (HDPE)
Black/White (12 Color HDPE)		

Bingo's Playhouse

Green	Spring Green	Brown/White
Green (VaporGuard HDPE)	Spring Green (HDPE)	Brown/White (12 Color HDPE)



HARRIS PARK

Clifton, VA

Custom Colors

Brown	Green	Spring Green
Brown (VaporGuard HDPE)	Green (HDPE)	Spring Green (HDPE)
Brown/White	Chocolate	Spring Green/White



CUNNINGHAM RECREATION
Design • Build • PLAY
800.428.2780
www.cunninghamrec.com

KOMPAN BID

NATURAL LOOK

option 1:

https://drive.google.com/drive/u/1/folders/10GrUlfFXn_2Xp70D9_3NwW3telkaR11

option 2

https://drive.google.com/drive/u/1/folders/10GrUlfFXn_2Xp70D9_3NwW3telkaR11

Features sustainably harvested, untreated Robinia hardwood timber structures

Hardwood: Solid, untreated timber organic decks, cottages, and car-stagers with custom painted red roofs

Eco-Footprint Tracking: Detailed tracking reporting verified carbon offsets per timber component.



OUR NEW PLAYGROUND OPTION 1 (FROM KOMPAN)



OUR NEW PLAYGROUND OPTION 2 (FROM KOMPAN)



PROJECT COST

VENDOR COMPARISON

KOMPAN Opt 1 *

\$253,928.02

Play Equipment \$136,850.00
Demo & Install \$88,612.92
Freight \$12,955.00

KOMPAN Opt 2 *

\$249,857.92

Play Equipment \$146,480.00
Demo & Install \$89,352.92
Freight \$14,025.00

Cunningham Rec

\$252,075.09

Play Equipment \$160,294
Demo & Install \$109,526.19
Freight \$8,254.58
Replace Borders \$22,775
Discount (\$48,774.68)

** Does not include replacing the existing borders/edging*

RECOMMENDATION AND NEXT STEPS

Recommendation:

Kompan looks to have a plan that is most in keeping with the Town aesthetic. The cost is comparable and the vendor is open to ideas and feedback from the community.

Next Steps:

Once the Town Council has chosen a vendor, a public information session will be held to get feedback on the design and hear the priorities the community has for the space prior to finalizing the design and installation.

USE AGREEMENT

This Use Agreement, dated as of _____, 2026 (this “Agreement”) is entered into between El Paso – American Housing Foundation, Inc., a Texas nonprofit corporation and exempt organization under Section 501(c)(3) of the U.S. Internal Revenue Code (the “Donor”) and the Town of Clifton, Virginia (the “Town”). Donor has agreed to contribute \$500,000 (the “Contribution”) to the Town pursuant to that certain Agreement for Conditional Donation, dated as of November 1, 2026 (the “Contribution Agreement”) to pay a portion of the costs for the Work (as defined in the Contribution Agreement) on the Pink House, a historic structure located on the real property identified by Fairfax County PIN #0754 02 0010 (the “Lot”) at 7137 Main Street, Clifton, Virginia, which is listed as a contributing structure to the National Historic District of the Town (the “Premises”).

Donor and the Town agree as follows:

1. The Town shall make application for a final use permit for the Premises not later than sixty (60) days after the final disbursement of the Contribution has been made pursuant to Section 5 of the Contribution Agreement. If such final disbursement does not occur within one hundred twenty (120) days after final completion of the Work, a final use permit shall be deemed to have been issued one hundred twenty (120) days after such final completion (in any such case, a “Final Use Permit Date”) for the purposes of this Agreement.
2. For a period of fifteen (15) years from the Final Use Permit Date, unless a shorter period is elected by the Town pursuant to Section 3 of this Agreement, the Town will:
 - a. permit use of the Premises and the Lot only by:
 - i. the Town and any of its authorities, commissions or committees (“Governmental Entities”) and their respective employees, agents, volunteers and representatives (collectively, “Governmental Users”) for governmental purposes of the Town;
 - ii. organizations that are exempt from federal income taxation under Section 501(c) of the United States Internal Revenue Code of 1986, as amended (collectively, “Nonprofits”); and
 - iii. community organizations located in or near the Town that do not engage in commercial activities (“Community Groups”) (Governmental Users, Nonprofits and Community Groups being referred to in this Agreement as “Authorized Users.”)
 - b. permit use of the Premises by Authorized Users only for storage, meetings, displays or offices, either with or without charge;
 - c. maintain the Premises and cause the exterior cladding, roof, windows and landscaping of the Premises to be maintained and painted and its foundation to be repaired when required, and its wifi, electric, water, heating and air conditioning systems to be kept in working order;

- d. insure the Premises for its replacement value and cause liability insurance for the Premises of not less than \$1,000,000 per occurrence to be in force;
 - e. retain and pay a person or company for the purpose of maintaining the Premises in an amount not less than \$5,000 per year for maintenance and replacements, subject to appropriation of such amount by the Town;
 - f. cause the Lot to be operated, regardless of its zoning, in accordance with the standards set forth in the “Low Impact Commercial District” or “Residential” categories under the zoning ordinance of the Town in effect as of the date hereof;
 - g. not sell the Premises or the Lot to anyone, place a lien on the Lot or the Premises, or lease any portion of the Premises or the Lot to anyone other than Governmental Entities or Nonprofits having exemptions under Section 501(c)(3) of the Internal Revenue Code; and
 - h. cause all parking spaces on the Lot to be visually identified and marked, the Lot to be lighted from dusk until not earlier than 11 p.m. daily, signage identifying the Lot for use as public parking to be provided and the Lot to be made available for use as public parking to the general public (with no rental to any specific users or any commercial establishments), including any spaces required to be marked and reserved for disabled persons pursuant to the Americans With Disabilities Act, as amended, and to pay all such costs from its own resources and not from the Contribution.
3. Notwithstanding the provisions contained in Section 2 hereof, the Town shall have the option, but shall not be obligated, to terminate this Agreement on or after the expiration of ten (10) years from the Final Use Permit Date on the conditions that:
- a. the Town provide notice of termination to the Donor or its assignee as required under Section 6 hereof, and
 - b. the Town pay to the Donor or its assignee a prorated dollar amount equal to \$500,000 times the fraction represented by [fifteen (15) minus the number of complete years that have expired since the Final Use Permit Date] divided by fifteen (15), rounded down to the nearest whole percentage (i.e. $\$500,000 \times 33\% [15-10 / 15] = \$166,500$ payment).
4. Donor shall have the right to enforce compliance with the provisions of this Agreement, both in law and in equity, and may assign that right to any person or entity during the term of this Agreement, together with notice to the Town and the method by which to communicate with such assignee. Notwithstanding anything to the contrary in this Agreement, Donor shall not have the right to cause the Town to repay any portion of the Contribution after the Final Use Permit Date, except upon exercise by the Town of its option as provided in Section 3.

5. This Agreement shall be effective when executed by Donor and the Town and shall remain in effect for the period provided herein, after expiration of which, this Agreement shall terminate automatically.
6. Notice to Donor and the Town shall be given by electronic means, delivered as follows:
 - a. Donor – bb@amervillage.org and khk@amervillage.org
 - b. Town – clerk@cliftonva.org

and shall be deemed to be received three (3) days after having been sent with a read receipt requested. Donor shall provide notice of the electronic mail address of any assignee to the Town.

7. This Agreement shall be recorded in the land records of Fairfax County, Virginia and constitute a restriction on the Premises and the Lot.
8. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
9. The provisions of this Agreement shall be deemed material inducements to Donor's entering into this Agreement and therefore not severable.
10. This Agreement may be executed in any number of counterparts with the same effect as if the signatures were upon the same instrument.

Town of Clifton, Virginia

By: _____

Name: Lynn Screen

Title: Mayor

The foregoing Agreement is hereby accepted pursuant to Virginia Code § 15.2-1803.

Commonwealth of Virginia)
) ss.
County of Fairfax)

The foregoing instrument was acknowledged, signed and sworn to before me this ____ day of _____, 2026, by Lynn Screen, who is personally known to me, or has produced a Virginia driver's license as identification, and who acknowledged that he/she signed the foregoing instrument as his true and lawful act and deed, as Mayor of the Town of Clifton, Virginia, for the purposes therein contained.

GIVEN under my hand and seal this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

My Notary Registration Number: _____