



IV.-B.

Agenda Item

County of Hanover

Board Meeting: September 9, 2015

Subject: Request for Appropriation - Department of Public Utilities - \$104,000 Overhill Drive Waterline Extension and approval of Commonwealth of Virginia Department of Environmental Quality Interagency Contract
Magisterial District: South Anna

Summary of Agenda Item: The Virginia Department of Environmental Quality (VDEQ) is the recipient of funding for its Leaking Underground Storage Tank program from the federal government. VDEQ has identified a home at 13237 Overhill Drive as having a private well that is contaminated and determined the best way to mitigate the situation is to connect this home to the public water system. VDEQ has requested that Hanover County enter into an agreement to construct an extension of the public water system and connect this home to the public water system.

Key provisions of the agreement are; VDEQ will reimburse Hanover County all project cost related to extending the public water system to this home, VDEQ will pay the water capacity fee for this home, VDEQ will reimburse costs related to connecting this home to the public water system.

As the waterline extension will pass seven other existing homes, Public Utilities is requesting funding, that will not be reimbursed by the VDEQ, to allow it to install water service lines and meter boxes for existing homes whose owners express an interest in connecting to the public water system. Owners of these other homes will have to pay capacity fees and costs associated with connecting their homes to the meter box installed by Public Utilities.

The requested project budget of \$104,000 consists of \$86,321.95 for the extension to 13237 Overhill Drive that is reimbursable by the VDEQ, and \$17,678.05 for the installation of water service lines and meter boxes for other interested properties along the extension.

The County Attorney's office has reviewed the Interagency Contract. Finance and Management Services concurs with this request. Public Utilities recommends entering into the Interagency Contract with the VDEQ for this project.

County Administrator's Recommended Board Motion: Approve an appropriation for the Department of Public Utilities in the amount of \$104,000 for the Overhill Drive Waterline Extension and authorize the County Administrator to execute the attached Commonwealth of Virginia Department of Environmental Quality Interagency Contract for extending the water system to the home at 13237 Overhill Drive and to take other actions related to the administration of this agreement

County of Hanover, Virginia

Budget Transfer & Appropriation

Department: **Public Utilities**
FY 2016

Utility Fund

Expenditures

Addition to Expenditures:

Extend Water service to existing home	104,000
Reduction in Capital Project Reserve	<u>(17,678)</u>
Total Addition to Expenditures	<u><u>\$ 86,322</u></u>

Revenues

Addition to Revenues:

DEQ funding through Underground Storage Tank Program	86,322
Total Addition to Expenditures	<u><u>\$ 86,322</u></u>

Net Increase/Decrease to Expenditures/Revenues	<u><u>\$ -</u></u>
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County of Hanover, VA

Budget Transfer/Supplement Form

Affected Department(s):
Public Utilities

Date: 08/26/2015
 Source Document (BT/BS): BS
 Account Period (mmyyyy): 09/30/2015
 Reference #: _____

Dept. of Preparer: PU
 Name of Preparer: George Kranitzky
 Title of Preparer: Controller
 Signature of Preparer: _____

Item #	Line Item Description	Reason for Budget Transfer	Type	Fund	Major	Object	Cost Center	Program	Project	Debit Amount	Credit Amount
1	Oakhill Drive Waterline Extension	Improve service	4	400	941000	New				86,322	
2	Reserve for Capital Projects	Improve service	3	400	017000	1702					86,322
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
Total of Budget Amendment Items										\$ 86,322	\$ 86,322

Additional Notes:

Project to extend service to home with contaminated well. Total project is \$104,000. DEQ is funding \$86,322.

Department Requestor:

George Kranitzky Controller

(Printed/Typed Name)

(Title)

(Signature)

(Date)

Supporting documentation is required for all budget transfer and supplement requests exceeding \$2,000. Examples of standard documentation types are listed below. The unique nature of the item may require additional follow-up and/or documentation. In order to expedite review, please provide any information that supports the request.

TRANSACTION TYPE	EXAMPLES OF SUPPORTING DOCUMENTATION
Cover Deficits in Line Items:	Operating Statement (GL60 Report) showing funds available to transfer.
Increase Funding for Project:	E-mail from County Admin. supporting the establishment or increase in funding for the project; Operating Statement (GL60 Report) showing funds available to transfer.
Reserve for Revenue Transfers:	Confirmation of receipt of revenue in GL; grant award letter; insurance recovery notification.
Reserve for Contingencies:	Something that explains what changed since adoption of the Department budget that makes this additional money necessary. Note: All Reserve for Contingencies requests over \$10,000 must be approved by the Board.
Board Approved Supplement:	Board Sheet with Clerk's certification.

For Use by Finance/Administration Only:

Budget Analysts will calculate the "Total - Net of Interfund Transfers" and check boxes to designate signature authority based on the County financial policies.

Total - Net of Interfund Transfers

ACTION NEEDED	COMMENTS:
<input checked="" type="checkbox"/> Budget Analyst Review <i>Signature</i> _____ <i>Date</i> _____	
<input checked="" type="checkbox"/> Budget Director Recommendation <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> Finance Director Approval <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> County Administrator Approval <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> Board of Supervisors Approval <i>Board Mtg. Date</i> _____	If Board approved, documentation of Board action must be attached.

County of Hanover, VA

Budget Transfer/Supplement Form

Affected Department(s):
 Public Utilities

Date: 08/26/2015
 Source Document (BT/BS): BT
 Account Period (mmyyyy): 042277
 Reference #:

Dept. of Preparer: PU
 Name of Preparer: George Kranitzky
 Title of Preparer: Controller
 Signature of Preparer:

Item #	Line Item Description	Reason for Budget Transfer	Type	Fund	Major	Object	Cost Center	Program	Project	Debit Amount	Credit Amount
1	Oakhill Drive Waterline Extension	Improve service	4	400	941000	New				17,678	
2	Reserve for Capital Projects	Improve service	4	400	954024	9100					17,678
3											
4											
5											
6											
7											
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9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
Total of Budget Amendment Items										\$ 17,678	\$ 17,678

Additional Notes:

Project to extend service to home with contaminated well. Total project is \$104,000. DEQ is funding \$86,322. Remaining funds provide service lines and meter boxes along the line extension.

Department Requestor:

(Printed/Typed Name)
(Title)
(Signature)
(Date)

Supporting documentation is required for all budget transfer and supplement requests exceeding \$2,000. Examples of standard documentation types are listed below. The unique nature of the item may require additional follow-up and/or documentation. In order to expedite review, please provide any information that supports the request.

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Total - Net of Interfund Transfers

ACTION NEEDED	COMMENTS:
<input checked="" type="checkbox"/> Budget Analyst Review <i>Signature</i> _____ <i>Date</i> _____	
<input checked="" type="checkbox"/> Budget Director Recommendation <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> Finance Director Approval <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> County Administrator Approval <i>Signature</i> _____ <i>Date</i> _____	
<input type="checkbox"/> Board of Supervisors Approval <i>Board Mtg. Date</i> _____	If Board approved, documentation of Board action must be attached.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY INTERAGENCY CONTRACT**

This contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the "Department") and the **Hanover County Dept. of Public Utilities** (hereinafter referred to as the "Provider"). The parties to this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

DESCRIPTION OF WORK: The Provider shall carry out the project as set forth in the Scope of Work. The project covers engineering, design, materials, construction, service connection and availability fees needed to extend waterline and to connect a residence to public water.

CONTRACT PERIOD: The work shall commence upon the date of the fully executed contract and shall terminate no later than August 31, 2016.

PAYMENTS: The Department shall pay the Provider a total not to exceed **\$86,321.95** for the project. Invoices shall be submitted upon the completion of each task as specified in the Scope of Work. Payment shall be made to **Hanover County Dept. of Public** upon receipt of invoices and/or other appropriate documentation or reports and their acceptance by the Department.

INVOICE ORIGINALS SHALL BE SENT TO:
DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTENTION: ACCOUNTS PAYABLE
P.O. BOX 1105
RICHMOND, VIRGINIA 23218-1105

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form
- (2) The Scope of Work (as approved by the Department)
- (3) The General Terms and Conditions

PRECEDENCE OF TERMS: In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: General Terms and Conditions; the signed Interagency Contract form; and the Scope of Work.

IN WITNESS THEREOF, the parties have caused this grant award contract to be duly executed intending to be bound thereby.

PROVIDER

DEPARTMENT OF ENVIRONMENTAL QUALITY

Date

Valerie E. Thomson Date
Director of Administration

SCOPE OF WORK

Hanover County Dept. of Public Utilities Waterline Extension Project 13237 Overhill Drive Residence

PURPOSE:

This project involves all engineering, design, material and construction costs needed to extend a 6 inch waterline approximately 1300 feet along Overhill Drive so that the public water can be made available to the resident at 13237 Overall Drive.

INVOICING:

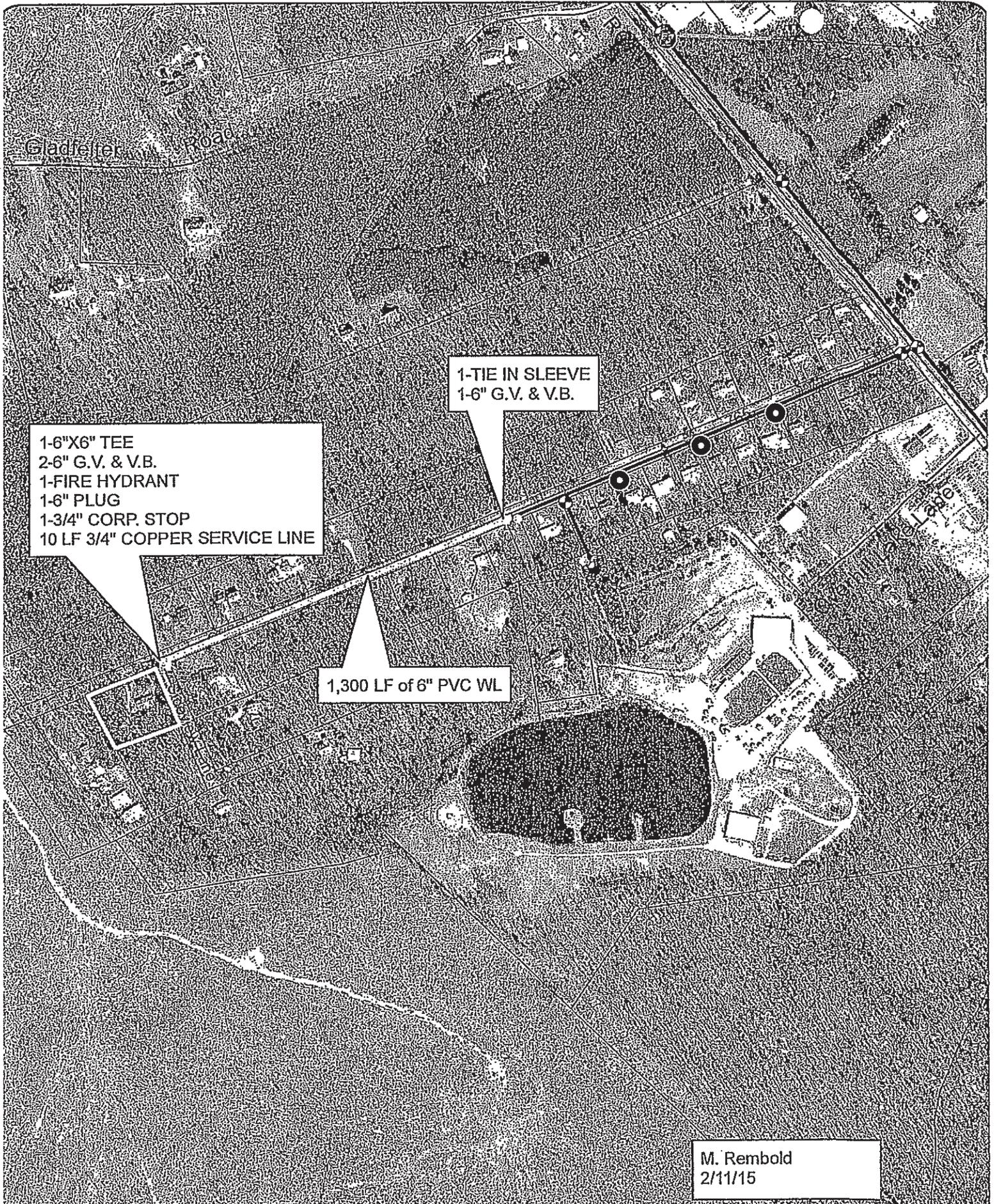
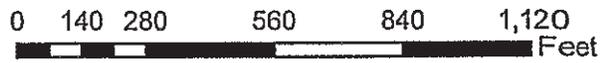
Upon execution of the Contract document, the Hanover County Dept. of Public Utilities shall submit an invoice during the term of this project period in the amount not to exceed \$86,321.95 to the Department of Environmental Quality (DEQ). Invoices shall be submitted upon the completion of each of the following tasks:

Engineering Fee	\$ 27,000.00
Easement, plats, permit, Capacity Fees	\$ 12,957.00
Construction Fee (includes Materials)	<u>\$ 46,364.95</u>
	\$ 86,321.95

Upon approval of the invoice by the DEQ Contract Administrator, payment will be made to the Hanover County Dept. of Public Utilities.

The project shall be completed and final invoice submitted by August 31, 2016.

13237 Overhill Drive Waterline Extension Layout



M. Rembold
2/11/15

13237 Overhill Drive - Waterline Extension

Budget Cost Estimate

M. Rembold

2/19/2015

Item	Unit Cost Basis	Unit Cost Estimate	Estimated Quantity	Estimated Cost
6" C-900 PVC Waterline	LF	\$25.00	1300	\$32,500.00
6" Sleeve Tie In	EA	\$2,500.00	1	\$2,500.00
6" Gate Valve & Valve Box	EA	\$1,200.00	3	\$3,600.00
6"x6" Tee	EA	\$400.00	1	\$400.00
6" Plug	EA	\$100.00	1	\$100.00
Fire Hydrant	EA	\$2,500.00	1	\$2,500.00
3/4" Corp Stop	EA	\$100.00	1	\$100.00
3/4" Sch. K Soft Copper Service Line	LF	\$15.00	10	\$150.00
Engineering	LS	\$25,000.00	1	\$25,000.00
Easements (Temporary ~ 10% Appraisal)	Per Ac.	\$5,475.00	0.3	\$1,642.50
Plats	EA	\$500.00	6	\$3,000.00
Permits	LS	\$1,000.00	1	\$1,000.00
Capacity Fee	EA	\$5,982.00	1	\$5,982.00
Subtotal				\$78,474.50
Contingencies	10%			\$7,847.45
Estimated Total				\$86,321.95

GENERAL TERMS AND CONDITIONS FOR INTERAGENCY CONTRACTS

1. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
3. **CERTIFICATION - CONFLICT OF INTEREST:** The Provider warrants that it has fully complied with the State and Local Government Conflict of Interests Act.
4. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Provider warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Provider take steps to provide a drug-free workplace.

The Provider certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The Provider's policy of maintaining a drug free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approve for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. **CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Provider agrees as follows:

(a) The Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Provider, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Provider 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.

The Provider will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

6. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.
7. **CREATION OF INTELLECTUAL PROPERTY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Provider agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging such assignment.

The Provider warrants that no individual, other than regular employees of the Provider or Department working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to the Department before commencing such participation.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Provider shall not patent any invention conceived in the course of performing this Contract.

The Provider hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Department, the Provider's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by the Department shall have the effect of rescinding the provisions of this Section.

This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

8. **DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Provider shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.
9. **DOCUMENTS:** The Provider may retain any reports, studies, photographs, negatives, or other documents prepared by the Provider in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and other rights referenced in this Contract, the Provider shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Provider has permission to reproduce and distribute any material or documents prepared by the Provider and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Provider's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

- 10. EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Provider for personnel or personnel related expenditures, the Provider shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The DEQ shall not assume any responsibilities or obligations as an employer; nor shall the DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Provider in order to fulfill its obligations under this Agreement (except as noted below):

Note: The DEQ may, in its sole discretion and as specifically allowed in this Agreement, or in accordance with the overriding federal costs principles, reimburse the Provider for salary and eligible fringe costs incurred during the performance of this Agreement.

- 11. FINANCIAL RECORDS AVAILABILITY:** The Provider agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 12. FISCAL CONTROL:** The Provider shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Provider shall for the purpose of this contract:
- (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
 - (b) Request partial payment due from the Department in accordance with the terms of this Contract.
 - (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.
- 13. INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Provider agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Provider/any services of any kind or nature furnished by the Provider, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Provider on the materials, goods or equipment delivered.
- 14. INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- 15. LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Provider shall obtain and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Provider has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.

16. **PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.
17. **PRIOR WRITTEN APPROVAL OF CHANGES:** The Provider must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.
18. **REGULATORY COMPLIANCE:** The Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Provider hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
19. **RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.
20. **SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
21. **SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Provider shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Provider shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.
22. **TERMINATION FOR CAUSE:** The Department reserves the right to terminate the contract in whole, or in part, at any time before the date of completion, upon written notice to the Provider that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Provider or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.
23. **TERMINATION FOR CONVENIENCE:** The Department may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Provider specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) the Department may terminate the contract immediately if its funding is terminated or; (b) the Department or the Provider may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, the Department and the Provider shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Provider shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Provider of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

Revised August, 2013