

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders	1
Article 4— Examination of Bidding Documents, Other Related Data, and Site	1
Article 5— Pre-Bid Conference.....	4
Article 6— Site and Other Areas	4
Article 7— Interpretations and Addenda	4
Article 8— Bid Security	4
Article 9— Contract Times.....	5
Article 10— Liquidated Damages	5
Article 11— Substitute and “Or Equal” Items.....	5
Article 12— NOT USED.....	5
Article 13— Preparation of Bid.....	5
Article 14— Basis of Bid.....	6
Article 15— Submittal of Bid.....	6
Article 16— Withdrawal of Bid.....	8
Article 17— Opening of Bids	9
Article 18— Bids to Remain Subject to Acceptance	9
Article 19— Evaluation of Bids and Award of Contract.....	9
Article 20— Contract Security and Insurance	10
Article 21— Signing of Agreement	10
Article 22— Sales and Use Taxes.....	10
Article 23— Retainage	10
Article 24— NOT USED.....	10

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Prospective Bidder of Record*—Bidder who has obtained from Owner a complete set of Bidding Documents.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Owner as described in the Invitation for Bid. Owner will not make portions of the Bidding Documents available.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize or confer a license for any other use.
- 2.04 Owner will post Addenda pursuant to Article 7 of these Instructions.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall include the following with its Bid:
- A. A copy of Bidder's Virginia Contractor's License;
- B. Description of at least five successful projects, similar in scope to Work included in the Project, which the Bidder has completed within the past five years. Description shall be typed on Bidder's company letterhead, and shall include the project owners' contact names, phone numbers and email addresses; the engineers' contact names, phone numbers and email addresses; the final contract price, and the contract time.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4—EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. There is no geotechnical or subsurface information available.
- B. Any Subsurface and Physical Conditions Information provided by or available from the Owner shall not be considered a part of the Contract Documents. The Owner makes no representations, warranties or guaranties regarding the accuracy or completeness of any information contained in the Subsurface and Physical Conditions Information. No such information provided by the Owner shall in any way relieve the Contractor from any risk, or from properly and thoroughly examining the Site and making such additional investigations as it may elect, or from properly fulfilling all the requirements of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from Subsurface and Physical Conditions Information.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data (i) furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others, and/or (ii) obtained by Owner or Engineer.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 *Bidder Site Inspections.* Upon request, with a minimum of a three business day notice and a copy of Bidder’s insurance certificate, all submitted through the email address provided, Owner will provide Bidder written approval to access to the Site to conduct such examinations, investigations, explorations, tests, and studies (all considered "Site Inspection") as Bidder deems necessary for submission of its Bid. Site Inspection shall be conducted at Bidder’s sole cost and expense. Bidder's insurance certificate shall comply fully with the requirements of the Contract Conditions and name "interested property owners" as additional insured. Bidder’s insurance certificate shall cover work during the Bidding period and shall not be contingent upon Contract award. Owner reserves the right to be present with the Bidder during Bidder’s Site Inspections. In performing Site Inspection(s), Bidder shall:

- A. Provide a plan showing proposed scope of Site Inspections, including points of ingress and egress, locations of test pits, etc.
- B. Contact Miss Utility and have the utilities marked prior to performing any Site Inspection. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- C. Be responsible for surveying and stakeout to ensure the Site Inspections are within the permanent easement.
- D. Assume full responsibility for all damages, costs and claims that may arise as a result of Bidder’s Site Inspections or access to the Site.
- E. Restore the Site fully upon completion of its Site Inspections, including but not limited to filling all holes, grading, and cleaning up.

F. Complete its Site Inspections at least seven days prior to the date of the Bid opening.

4.06 *Additional Reference*

- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.14.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Owner written

notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5—PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the date, time, and location given in the Invitation for Bid. Owner will be present to discuss the Project. The Engineer may be present at the pre-Bid conference as well. Bidders are encouraged to attend and participate in the conference; attendance is not mandatory. Owner will transmit to all Prospective Bidders of Record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6—SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and Equipment to be incorporated in the Work, beyond what is shown in the Drawings, are to be obtained and paid for by Contractor.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the following email address: procurement@fcwsa.org. Bidders are requested to include the Project name in the subject line of the email. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda posted on the Owner's website: www.fcwsa.org and an email Notice will be sent via email to Prospective Bidders of Record. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8—BID SECURITY

8.01 Pursuant to the provisions of the Virginia Code, §2.2-4336, all Bids in the amount of \$100,000 or more shall be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited in accordance with these Instructions and the terms of the bond, if applicable. Such forfeiture shall be Owner's exclusive remedy if

Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 30 days of the Notice of Award.

ARTICLE 9—CONTRACT TIMES

- 9.01 The Contract Times within which, or the dates by which the Contractor is required to achieve Substantial Completion and Final Completion of the Work are set forth in the Agreement.

ARTICLE 10—LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11—SUBSTITUTE AND “OR EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of Items specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” Items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” Item may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered until after the Effective Date of the Agreement.

ARTICLE 12—NOT USED

ARTICLE 13—PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed in blue or black ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall

be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown.

- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's full legal name.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.
- 13.08 The Bidder's business address, Virginia Contractor's license number, Federal Employer's Identification No., phone number, fax number, contact person regarding the Bid, and Email address shall be included in the Bid.
- 13.09 All names shall be printed in ink below the signatures.
- 13.10 The Bidder shall acknowledge all Addenda by filling in the numbers and date of issuance of each Addendum on the Bid Form.
- 13.11 Postal and e-mail addresses and telephone numbers for communications regarding the Bid shall be shown.
- 13.12 The Bid shall include the information required in Paragraph 3.01.
- 13.13 Bidder assumes all costs in the preparation of its Bid submittal or proposal for the Work, regardless of the outcome or implementation of the Bid process.

ARTICLE 14—BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Not Used*

14.03 *Not Used*

14.04 *Not Used*

14.05 *Not Used*

14.06 *Not Used*

ARTICLE 15—SUBMITTAL OF BID

- 15.01 The Bid Form and Bid Bond Form are included in the Bidding Documents. The Bid Form shall be completed and submitted with the Bid Bond Form, if required.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation for Bid and shall be enclosed in a plainly marked, sealed envelope with the following information provided on the envelope:

BID ENCLOSED	
Project Name:	
FCWSA Contract No.:	
Name of Bidder:	
Address of Bidder:	
Virginia Contractors Registration No.:	
Expiration Date:	
Federal Employer Identification No:	
<i>(Or Social Security No. or a Control No. Issued by the Virginia Department of Motor Vehicles for an Individual)</i>	
BID ENCLOSED	

- 15.03 If a Bid is sent by United States Postal Service mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

Fauquier County Water and Sanitation Authority
Attention: Procurement
7172 Kennedy Road
Warrenton, VA 20187

ARTICLE 16—WITHDRAWAL OF BID

- 16.01 Any Bid submitted may be withdrawn by Notice to the Owner received by the Owner prior to the time and date designated for receipt of Bids. Such Notice shall be in writing over the signature of the Bidder in the same format as required for the submission of the Bid. Strict compliance with these requirements is a condition precedent to effective withdrawal of a Bid.
- 16.02 A Bidder may withdraw its Bid from consideration after the Bids have been opened if the bid price was substantially lower than the other Bids due solely to a mistake therein, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the computation of its Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw its Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. A Bidder seeking to withdraw its Bid on the foregoing grounds shall give Notice in writing of its claim of right to withdraw its Bid in such a manner that such Notice and all original work papers, documents and materials used in the preparation of the Bid are received by the Owner by 4:30 P.M. of the second business day after the conclusion of the Bid opening procedure. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.
- 16.03 No Bid shall be withdrawn when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- 16.04 If a Bid is withdrawn in accordance with these instructions, the lowest remaining Bid shall be deemed to be the low Bid.
- 16.05 No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to perform any Subcontract or other Work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted.
- 16.06 The Owner shall notify the Bidder within five business days of its decision regarding the Bidder's request to withdraw its Bid. If the Owner denies the withdrawal of a Bid under the provisions of §2.2-4330, Va. Code Ann, the Owner shall state in such notice the reasons for its decision and award the Contract to the Bidder at the Bid price, provided such Bidder is a responsible and

responsive Bidder. At the same time that the notice is provided, the Owner shall return all work papers and copies thereof that have been submitted by the Bidder.

ARTICLE 17—OPENING OF BIDS

- 17.01 Owner will open Bids from Prospective Bidders of Record only.
- 17.02 Bids will be opened at the time and place indicated in the Advertisement or Invitation for Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within one business day after the opening of Bids.

ARTICLE 18—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. If requested by Owner, Bidder shall provide its three most recent audited annual financial reports.
- 19.06 The Contract, if awarded, will be awarded to the Bidder that (i) submitted the lowest responsive Bid, and (ii) was determined to be a responsible Bidder, all based upon review and investigation by Owner.
- 19.07 Owner also reserves the right to negotiate with the responsible Bidder submitting the lowest responsive Bid in the event such Bid exceeds the Owner's budget for the Work. Such negotiations, if the Owner elects to negotiate rather than reject all Bids, shall be directly between the Owner and such Bidder. The Owner and such Bidder shall review the Contract Documents, and the Owner may provide such additional information as it deems appropriate to provide. Such Bidder then may

be invited by the Owner to submit a revised Bid. Such Bidder shall be under no obligation to submit a revised Bid and the Owner may reject any such revised Bid.

ARTICLE 20—CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21—SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement, the Payment Bond and Performance Bond. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement to Owner, along with Contractor's Payment Bond, Performance Bond, and evidence of insurance. Within fourteen (14) days of receipt of the signed counterparts of the Agreement and the Contractor Payment Bond, Performance Bond, and evidence of insurance, all in conformance with the Contract requirements, Owner shall deliver one fully signed counterpart to Contractor.

21.02 All documents that are submitted to Fauquier County Water and Sanitation Authority signed by the Successful Bidder, shall include original signatures. The Agreement shall not be executed separately in counterparts. If Successful Bidder requires additional originals of the executed Agreement, then Successful Bidder shall make additional copies of the unsigned Agreement included with the Notice of Award, sign them, submit same to Owner for execution, and advise Owner of Successful Bidder's need for additional originals.

ARTICLE 22—SALES AND USE TAXES

22.01 Pursuant to Article 5, Section 58.1, Code of Virginia, certain equipment and facilities may be exempt from Virginia state sales and use taxes. The Bidder is referred to Paragraph 6.10 of the Supplementary Conditions for information regarding whether the Project, or portion of the Project, is exempt from Virginia state sales and use taxes. If there is no information given in the Supplementary Conditions, the Project is not exempt from Virginia states sales and use taxes.

ARTICLE 23—RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

23.02 Bidders are hereby notified that pursuant to §2.2-4334, Va. Code Ann., the Contractor may elect to use an escrow account procedure for all funds retained from progress payments under the Contract. Bidders shall advise by signature on the Bid Form if Bidder intends to use this escrow account procedure for retained funds. A copy of the Escrow Agreement is included in the Contract Forms.

23.03 Within fifteen (15) days after issuance of the Notice of award, the Successful Bidder shall submit the Escrow Agreement, signed by the Successful Bidder, Surety, and Escrow Agent, to the Owner for Owner's signature. All signatures shall be original, and the Escrow Agreement shall not be executed separately in counterparts. If the Successful Bidder does not submit the signed Escrow Agreement within fifteen (15) days of the Notice of award as described herein, then the Successful Bidder will forfeit its rights to use the escrow account procedure per §2.2-4334 A, Va. Code Ann.

ARTICLE 24—NOT USED