



Explore Park Mountain Bike Facility

Invitation for Bid # 2021-036

October 28, 2020

County of Roanoke
Finance and Management Services - Purchasing Division

The Invitation to Bid and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

A mandatory pre-bid meeting will be held at 9:00 AM (local time) on November 5, 2020 at the Explore Park Visitor Center.

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INVITATION FOR BID
Explore Park Mountain Bike Facility
County of Roanoke, Virginia

Introduction

Sealed bids for construction of a mountain bike facility at Roanoke County's Explore Park, in accordance with the conditions, specifications, and instructions below and on the attached sheets and exhibits, will be received no later than 2:00 pm, local time, November 19, 2020 and will be opened and publicly read aloud at that time, at the Roanoke County Purchasing Division office. Sealed bids should be delivered as follows, in person or by mail:

Roanoke County Purchasing Division
5204 Bernard Drive SW
Suite 300-F
Roanoke, Virginia 24018

Project Information

DCR RTP Project Number VRT-318N170
Explore Park – Blue Ridge Mountain Bike Facility

Worksite location:

Roanoke County's Explore Park
56 Roanoke River Parkway
Roanoke, VA 24014

Scope of Work

This project is partially funded by the Recreational Trails Program of the Federal Highway Administration (FHWA), administered in Virginia by the Department of Conservation and Recreation (DCR). The project must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and with 2, 23, and 49 CFR. As a local project tied to state and federal funding, Roanoke County is interested in working with contractors who are capable of meeting the state and federal requirements listed in this Bid Package. A Bond will be required.

The **Bid Package** consists of:

Invitation for Bid, Construction General Terms & Conditions; Bid Form; FHWA-1273 – Federal-Aid Construction Contracts, S102CF2-0813 – Use of Domestic Material; and Disadvantage Business Enterprise (DBE) Policy and Plan for Virginia Recreational Trail Program.

Project Plans, which includes Erosion & Sediment Control Plan

Roanoke County Sample Construction Contract

Addenda (if any)

This Bid Package covers construction of a mountain bike skills park at Roanoke County's Explore Park, and consists of the following scope of work:

The Explore Park Mountain Bike Facility project includes rehabilitation of existing trails, construction of new trails, new parking area near Rutrough Road, and creation of a new graded pad to be utilized for new and future bike skills features, as outlined below. The scope of the project will include all earthwork, erosion control measures, seeding and stabilization, and other measures required for successful completion of the work.

1. Descriptions

A. Trail Rehabilitation

Improvements to approximately 1,100 linear feet of existing trail system to include, but not be limited to, root removal, bridge improvements, improvements to existing features, and switchback berms as shown and detailed on the plans.

This work shall be closely coordinated with the County of Roanoke project manager to ensure that existing vegetation is preserved to the extent practical and confirm exact locations of trail features. There shall be no disturbance to the existing jurisdictional waters on-site. Contractor shall provide temporary crossings where necessary.

B. New Trail Construction

Construction of approximately 2,500 linear feet of new trails and trail features as shown and detailed on the plans. These trails include a trail connecting the proposed parking area with the skills area pad, inner and outer skills loops at the skills area, and other trails as indicated on the plans. Exact locations to be closely coordinated with the County of Roanoke project manager to ensure that manageable slopes are maintained, that existing vegetation is preserved to the extent practical, and confirm exact locations of trail features.

C. Parking Area

A 25-car, asphalt and gravel parking lot to be constructed near Rutrough Road, State Route #618.

D. Bike Skills Area

Clearing and earthwork operations to create a graded pad for future bike skills area and future picnic shelter, as well as create the new trail network in this area. This work shall be closely coordinated with the County of Roanoke project manager to ensure that existing vegetation is preserved to the extent practical.

2. Specifications: Summary of Work

A. Description

1) The Work of Project is defined by the Contract Documents and consists of the following:

- a. The work to be performed hereunder shall include the furnishing of all labor, materials, tools, transportation, supplies, equipment, and appurtenances necessary for the complete and satisfactory construction of the Explore Park Mountain Bike Facility improvements, which includes construction of a new parking area and trails, as well as rehabilitation and improvement of existing trails and clearing and grading of a pad area for a future mountain bike skills area as indicated on the construction plans.
- b. The project is partially federal funded through the Recreational Trails Program of the Federal Highway Administration (FHWA)

administered in Virginia by the Department of Conservation and Recreation (DCR) and must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and with 2, 23 and 49 CFR. The project is to be constructed according to the requirements of VDOT standards and specifications, the County of Roanoke, the Virginia Erosion and Sediment Control Handbook, and the Virginia Stormwater Management Handbook. Nothing included in the plans and specifications is intended to override these codes. If any discrepancies are discovered between the specifications and these codes, the more stringent requirement shall govern.

B. General Requirements

- 1) The work shall comply with the most recent standards or applicable tentative standards as published at the date of the contract.
- 2) The referenced standards in their latest editions form a part of these specifications.
- 3) In any case of conflict between the plans and referenced standards, the Owner and Engineer shall be notified immediately.

C. Public Safety

- 1) The Contractor shall be responsible for all measures and precautions necessary to ensure that the site is maintained in a condition such that the safety of the public is not endangered.

D. Access to Site and Coordination

- 1) The Contractor shall notify the Owner of property upon which work is to be performed prior to commencing work thereon. All work shall be scheduled and coordinated with the Owner so that proper notification can be made to the general public regarding facilities that are affected by the work.
- 2) The work shall be sequenced in a way to minimize disruptions and/or closures to existing facilities.
- 3) The Contractor shall coordinate with the appropriate property owner and/or utility provider regarding any utility disruptions as a result of the Work. The Work shall be performed in a manner that will minimize any disruptions.
- 4) The Contractor shall be responsible for maintaining areas used for construction access or other construction purposes in a condition that is usable to the property owner. Following construction, these areas shall be returned to an acceptable condition that is comparable to the pre-construction condition.

E. Field Services and Construction Staking

- 1) The Contractor shall be responsible for furnishing of all labor, tools, equipment, and services necessary to provide field services required for proper completion of the Work. This shall include, but not be limited to, surveying, construction staking, establishment of horizontal and vertical controls, and any other incidental items required to complete the project.

- a. Construction staking shall be performed by a surveyor licensed in the Commonwealth of Virginia.
- b. All costs associated with construction staking or any other required field services shall be included in the Contractor's bid.
- c. The accuracy of field construction staking shall be the responsibility of the Contractor.

F. Underground Utilities

- 1) The Contractor shall contact Miss Utility and the appropriate utility providers as necessary and have existing utilities field located prior to construction.
- 2) If existing utilities are damaged during construction, the Contractor shall report the damage to the Owner immediately.
- 3) If damage to existing utilities is due to Contractor's negligence, Contractor shall immediately repair or arrange for repair of the damaged utilities to the satisfaction of the utility owner, at the Contractor's expense.

G. Project Meetings

- 1) The Contractor, along with relevant and qualified subcontractors and suppliers, shall attend regular meetings throughout the duration of the project to ensure that the project stays on schedule and that issues or questions are resolved in a timely fashion.
- 2) Project meetings will include pre-construction meeting and other periodic meetings throughout the duration of the project, as necessary.
- 3) Discussion items may include, but not be limited to:
 - a. Job safety,
 - b. Construction schedule and sequencing of work,
 - c. Current and upcoming construction activities,
 - d. Critical milestones,
 - e. Project coordination items,
 - f. Procedures and processing of submittals and other paperwork items,
 - g. Coordination with Owner regarding access to and use of construction area,
 - h. Pending and upcoming submittals, change orders, etc.,
 - i. Testing requirements and procedures,
 - j. Project contacts,
 - k. Coordination with authorities having jurisdiction, and
 - l. Other relevant project information.

H. Coordination with Occupants

- 1) Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

3. Measurement and Payment

A. Summary

- 1) The Contractor shall receive and accept the compensation provided in the Contract Documents as full payment for furnishing all labor, materials, tools, equipment, and services for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss

or damages arising from the nature of the Work, or from action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.

- 2) The prices stated in the Bid Form include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Contract Drawings and specified herein. The basis of payment for an item at the unit price in the Bid Form shall be in accordance with the description of that item in this section.
- 3) The Contractor's attention is called to the fact that the Bid price is intended to establish a total price for completing the Work in its entirety.
- 4) Items listed in the Bid Form as contingent; alternate, additive, or to be authorized by the Owner; are to be used and will be paid for only at the written direction and authorization of the Owner. Payment under this section will not be made for materials furnished and placed in addition to those shown or beyond the limits indicated or reasonably inferred by the Contract Documents. Measurement and payment will be in accordance with the Bid Form and will include, but not necessarily be limited to, furnishing, hauling, placing and installing of materials, and the furnishing of manpower and equipment as required to accomplish the work as directed in writing by the Owner.
- 5) The Owner reserves the right to change the alignment, grade, form, length, dimensions, or materials of the Work under the Contract, whenever conditions are met that render changes to be desirable or necessary. The Owner also reserves the right to increase or decrease the quantity of material to be furnished or work to be done whenever it is deemed advisable or necessary. Such alterations shall in no way violate or invalidate the Contract. Such alterations shall be paid for as follows:
 - a. In the case that alterations make the Work less expensive to the Contractor, a proper deduction shall be made from the contract prices, and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with.
 - b. In the case that alterations make the Work more expensive to the Contractor, a proper addition shall be made to the contract prices.
 - c. Additions or subtractions to the contract prices shall be proposed by the Contractor and reviewed and approved by the Owner.

B. Payment

- 1) Payments shall be made to the Contractor based on the percentage of completion of the work items listed in the Schedule of Values for each item. The Schedule of Values shall be prepared by the Contractor and submitted to the Owner within 15 days of the execution of the Contract and shall serve as a breakdown of the lump sum bid for the purpose of

arriving at a basis for the monthly estimate. The schedule shall add up to 100% of the total Bid.

- 2) As part of the funding for this project, the Owner will be required to submit backup documentation with reimbursement requests. Additional documentation will be required from the Contractor and may include any or all of the following items. The Contractor shall maintain the following information as records and provide to the Owner upon request.
 - a. Receipts, delivery tickets, and packing slips for materials and supplies purchased.
 - b. Invoices/Schedule of Values (SOV) itemizing charges. All invoices/SOV should reference the project. Invoices/Schedule of Values must be detailed with an explanation for how the purchases relate to the authorized work. When invoices contain other purchases not related to the project, the purchases applying to the project must be clearly identified.
 - c. All invoice/SOV expenditures must have an explanation for how the material, supply, or service relates to the authorized work.
 - d. Time cards signed by both the employee and supervisor, with a description indicating how the work performed by the employee ties to the authorized work.
 - e. All expenditures must have an accompanying proof of payment in the form of image of cleared check (front and back of check), credit card receipt, payroll ledger or pay stub copies, etc.
 - f. Holiday, Annual, Sick leave and Overtime may not be charged to the project.
 - g. Work logs indicating daily tasks completed for the project.
 - h. Materials notebook: the materials used on the project must be documented as approved materials meeting specifications and documented as to the quantities used. The materials notebook must contain the total quantities of materials incorporated into the project including a description of the material, the material supplier and manufacturer. Supporting documentation such as delivery tickets, test reports and certifications demonstrating conformance to specifications is required to demonstrate compliance with Presidential Order 13788 and Buy America Act. The Contractor's quality control manager and the local project manager must sign the materials notebook.
 - i. Equipment records must clearly identify machinery, date, time, name of operator, rate of the equipment and description how the equipment was used in accordance with the authorized scope of work.
 - j. Buy America documentation must be submitted to support iron or steel products used in the project in excess of \$2,500.00 upon delivery. Documentation includes, but is not limited to, certification by the manufacturer, mill paperwork, etc. Reimbursement documentation must identify all iron, steel, and

aluminum parts incorporated into the project with the dollar value of each item as delivered to the project site.

4. Construction Scheduling, Coordination and Sequencing

A. Summary

- 1) The Contractor shall limit disturbances to the operation of existing facilities to the extent practical. Work that will interfere with the use of existing facilities shall be coordinated with the Owner prior to commencement of work in that area.
- 2) The Contractor shall provide to the Owner drawings showing details of any temporary facilities as required.
- 3) Extra payment will not be made for any labor, materials, tools, equipment or temporary facilities required during construction, including removal and disposal of the facility. All costs shall be considered to have been included in the bid price for the project.
- 4) The Contractor shall submit a construction schedule to the Owner prior to commencement of construction. An updated schedule shall be submitted with each application for payment.

B. Sequences of Construction

- 1) The Contractor shall submit a sequence of construction to the Owner for review and approval prior to the start of construction, to include all work to be performed.
- 2) The Contractor's construction schedule shall include all pertinent tasks, dates and periods for timely completion of the work at a level of detail appropriate for the Project.
 - a. Each task included in the construction schedule shall be assigned a start date and completion date to show that the Work is to be completed in a timely fashion consistent with the required dates for Substantial Completion and Final Completion.
 - b. Acceptance of the Contractor's construction schedule does not indicate agreement with or approval of any indicated variations to the time for completion specified in the Contract Documents.
- 3) The Contractor's construction schedule shall consider time of year requirements for installation of certain elements of the work, as necessary.

C. Facility Interruptions

- 1) Any interruptions to existing access or utility services shall be coordinated with the Owner and the affected party prior to such interruption. No interruptions to existing facilities or operations will be permitted without prior Owner authorization.
- 2) The Contractor shall make every effort to minimize any access or utility interruptions. The Contractor shall have completed all preparatory work and shall have adequate personnel available to keep interruptions to a minimum.

D. Coordination

- 1) The Contractor is responsible for coordination of all work, including subcontractor's work, to ensure timely completion of the work and to ensure that the schedule is adhered to.

- 2) There will be no basis for claim for extra compensation or contract time extension due to delay caused by the Contractor's failure to give proper notice for facility interruptions or to advise the Owner of construction activities that in the judgment of the Owner will interfere with operations.
- 3) Should an emergency condition arise, the Owner has the authority to require the Contractor and his subcontractors to temporarily suspend operations until conditions return to normal, without claim for extra cost or contract time extension by the Contractor.
- 4) The Contractor shall be responsible for coordination of all subcontractors. If the Contractor permits any work to be installed before coordinating with applicable subcontractors, or so as to cause interference with work of other subcontractors, the Contractor shall make any necessary corrections without extra cost to the Owner.

E. Permits

- 1) The Owner shall provide the Contractor with all permits which have been received and notify the Contractor of permits still required. The cost to obtain these permits will be the responsibility of the Contractor.

5. Submittal Procedures

A. Summary

- 1) The Contractor shall provide submittals to the Owner for approval to show compliance with the specifications. Unacceptable submittals shall be revised and resubmitted as necessary until compliance is achieved.
- 2) Contractor shall not begin work on any portion of work requiring approved submittal until approval is obtained.

B. Submittal Administrative Requirements

- 1) Contractor Responsibilities:
 - a. Review all submittal information for conformance with the Contract Drawings and Specifications prior to submitting to the Owner for review. Contractor shall stamp each submittal document to acknowledge that the document has been reviewed and approved by the Contractor.
 - b. Submittals shall clearly indicate any deviations from the requirements of the Contract Documents.
 - c. Submittals shall be consecutively numbered.
 - d. Maintain a submittal log, including submittal number and description, date submitted, date returned to contractor, status of submittal, date of resubmittal and return (where applicable), date of material release (for fabrication), projected date of fabrication, projected delivery date, specification section, and Drawing sheet number.
 - e. Maintain a copy of approved submittals on-site.
 - f. Make all submittals at least 30 days in advance of construction requirements to allow for Owner review and approval.
 - g. Provide a transmittal form with all submittals, including the following information:
 - i. Project name and number.

- ii. Date.
- iii. Name of contractor.
- iv. Name of firm or entity that prepared submittal.
- v. Names of subcontractor, manufacturer, and supplier.
- vi. Category and type of submittal.
- vii. Submittal response and description.
- viii. Specification Section number and title.
- ix. Specification paragraph number or drawing designation and generic name for each of multiple items.
- x. Drawing number and detail references, as appropriate.
- xi. Location(s) where product is to be installed, as appropriate.
- xii. Indication of full or partial submittal.
- xiii. Transmittal number.
- h. Provide the Owner with one set of Drawings, Specifications, Addenda, Change Orders, and record shop drawings at the end of the Project, prior to final payment. These documents shall be noted to show all changes made during Construction.
- i. Contractor is responsible for all construction means, methods, and procedures on the site and approval of submittals shall not be construed as an approval of any such means, methods, or procedures.
- j. Contractor shall include all pertinent manufacturer or supplier data with each submittal. Such data shall be clearly marked to identify what information is relevant to the submittal.

2) Owner will review all submittals in a timely fashion.

3) Owner's review of submittal information provided by Contractor will be for general conformance with the requirements of the Project and shall not be construed as permitting any departure from the Contract requirements or as relieving the Contractor of any responsibility for errors which may result from submitted information.

4) Reviewed shop drawings will be stamped with one of the following:

- a. "Approved" – No exceptions are taken, subject to compliance with the Contract Documents.
- b. "Approved as Noted" – Minor corrections are noted and a resubmittal is not required, subject to compliance with the corrections and the Contract Documents.
- c. "Revise and Resubmit" – Revision prior to resubmittal is required.
- d. "Rejected" – The submittal material, method or system is rejected and does not meet the intent of the specifications.

5) Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- a. Note date, content, and submittal number of previous submittal.
- b. Note date and content of revision in label or title block and clearly indicate extent of revision. Direct specific attention to any revisions other than corrections requested by Owner on previous submittals.

- c. Resubmit submittals until they are approved.
- 6) Samples: Contractor shall furnish samples required by the Contract Documents or requested by Owner. Materials or equipment for which samples are required shall not be used in the work until approved by the Owner.
 - a. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics, full range of color, texture, and pattern.
 - b. Each sample shall be clearly labeled indicating the project information, the material represented, and the supplier information.
 - c. Transmittal form shall accompany all submitted samples.

C. Project Record Documents

- 1) The Contractor shall maintain updated “Red-Line” record drawings and specifications on-site at all times that legibly show all changes made during construction. Changes shall be shown on all sheets that are affected by such changes.
- 2) Record changes as construction progresses and do not conceal Work until required information is recorded.
- 3) The project record documents shall be maintained in good order and condition and shall be made available for inspection at Owner’s request.
- 4) Information to be recorded on Record Drawings:
 - a. Horizontal and vertical locations of underground storm sewer improvements.
 - b. Field changes.
 - c. Provide details not shown on original Construction Drawings.
 - d. Record the coordinates and elevations of any utility crossings.
- 5) Information to be recorded on Record Specifications:
 - a. Substantial variations in actual Work performed in comparison with original Specifications.
 - b. Substitutions.
 - c. Selection of options and similar information for items that are concealed or cannot otherwise be easily determined by direct observation.
 - d. Related record drawing information and product data.
- 6) The Contractor shall submit to the Owner at, or prior to, the final inspection, certified record plans for the project. The record plans shall show all significant deviations from the plans including, but not limited to, horizontal and vertical changes to the greenway path, as well as storm sewer and stormwater management improvements.

6. Quality Control

A. Summary

- 1) The Contractor shall include in his work all labor, materials, services, equipment, drawings required to comply with all applicable laws, codes, and permits, whether specifically included in the Construction Drawings or not.

- 2) The Contractor shall ensure that all elements of the Work comply with all applicable Federal, State, and Local requirements.
- 3) The Contractor shall be responsible for coordinating all required inspections and approvals with authorities having jurisdiction.
- 4) The Contractor shall be responsible for all permits, taxes, fees, preparation of plans and documents, and approvals, unless otherwise indicated.

B. Quality Assurance

- 1) All materials required for the Work shall be new, unless otherwise specified, and of high quality.
- 2) The Contractor shall designate a Site Superintendent who will be in charge of the installation of the work, as well as qualified personnel to complete the construction tasks.
- 3) References to standards within the Contract Documents shall be interpreted to indicate the latest issue in effect at the time bids are taken, including all amendments thereof, unless otherwise specified.
- 4) The Contractor shall retain a licensed independent Geotechnical Engineer and testing laboratory approved by the Owner to ensure that earthwork meets requirements of the Construction Documents. All test reports shall be provided to the Owner and Engineer in a timely fashion and any deficiencies noted in these reports shall be corrected by the Contractor.
 - a. If soil strength is decreased as a result of inclement weather (rain, snow, freezing, etc.), the affected portion shall be rescarified, moistened, or dried as required by the Geotechnical Engineer and recompacted to meet project requirements.
 - b. The Geotechnical Engineer shall conduct inspections as necessary to verify that the specifications are being met for the installation of materials. Test reports shall be provided to the Owner and Engineer.
 - c. The Contractor shall be responsible for coordinating with the Geotechnical Engineer as necessary during construction to ensure that the schedule is maintained.
- 5) The Contractor shall be responsible for verifying the location of all existing utilities prior to excavation.
- 6) The Contractor shall be responsible for maintaining proper drainage of the site during construction.

7. Temporary Facilities and Controls

Part 1 – General

A. Summary

- 1) Contractor shall furnish, install, and maintain all temporary utilities and facilities required for construction and shall be responsible for removal at the end of the project.
- 2) It shall be the Contractor's responsibility to ensure that all temporary utilities and facilities comply with Federal, State, and Local requirements at all times.

B. Temporary Facilities and Utilities

- 1) The Contractor shall be responsible for permitting of any temporary structures or sheds required for the project. The locations of any structures shall be coordinated with the Owner.
- 2) Accessible Temporary Egress: Comply with applicable Codes regarding accessibility and egress requirements of structures.
- 3) The Contractor shall provide all temporary water, sanitary sewer, electrical, and other utilities required for construction and to meet the needs of employees and others on-site, as required by Federal, State, and Local requirements.
- 4) Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Use Charges

- 1) General: All costs for installation and removal of and use charges for temporary facilities shall be paid by the contractor at no additional cost to the Owner.

Part 2 – Products

D. Equipment

- 1) Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by applicable codes.

Part 3 – Execution

E. Installation, General

- 1) Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work and with existing park facilities. Relocate and modify facilities as required by progress of the Work.

F. Support Facilities Installation

- 1) Temporary Use of Permanent Roads and Paved Areas: Construct and maintain temporary construction access roads as necessary for construction operations. No tree clearing or land disturbance shall occur outside of the areas designated on the Construction Plans. Areas that are utilized for construction shall be fully stabilized prior to final project closeout.
- 2) Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - a. Protect existing site improvements to remain including curbs, pavement, utilities and trees.
 - b. Maintain access for fire-fighting equipment and access to fire hydrants, as necessary.
- 3) Parking: Provide temporary parking areas for construction personnel.
- 4) Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - a. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

- b. Remove snow and ice as required to minimize accumulations.

G. Dust and Mud Control

- 1) The Contractor shall be responsible for all measures necessary to control dust and mud associated with the project, in accordance with the Virginia Erosion and Sediment Control Manual, whether specifically shown on the Contract Drawings or not.
 - a. Spray dusty areas with water or provide other measures as necessary to control dust.
 - b. Prevent tracking of mud and dirt onto adjacent streets. If tracking does occur, promptly clean the affected areas.

H. Operation, Termination and Removal

- 1) Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- 2) Maintenance: Maintain facilities in good operating condition until removal.
 - a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- 3) Termination and Removal: Completely remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - a. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - b. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - c. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

8. On Site Review

- A. On site consultation may be necessary to understand the path of travel, considerations for grading/natural construction and expectations of the project prior to bid submittal.

- B. A **mandatory** pre-bid conference is scheduled at 9:00 AM (local time), November 5, 2020, at the Explore Park Visitor Center, to allow contractors an opportunity to view the project area and ask questions about the scope and expectations of the project.
- 9. Bonds**
 - A. Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - 1) Performance bond in the sum of the contract amount.
 - 2) Payment bond in the sum of the contract amount.
 - B. Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
 - C. In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed or project commencement.

10. Buy America, Davis Bacon Act, and Other State & Federal Requirements

The Buy America Requirement is related to purchase of iron or steel products. It is expected that minimal use of these materials will be used in the park project. The owner will require a pre-construction discussion of how the contractor will purchase in line with the Buy America Clause. Compliance with the Federal Davis Bacon Act is not required because this project is not in a highway right-of-way. A complete list of the State & Federal Requirements is listed in the General Construction portion of this project.

11. Project Schedule and Schedule of Values

Construction can begin after the signed contract has been executed and when approval is given to proceed. Owner expects work to begin within 30 days of notice to proceed. The project must be complete by one hundred and twenty (120) calendar days from the date on which the Notice to Proceed is issued. Completion milestones and a Schedule of Values will be developed with the contractor prior to execution of contract. Owner expects monthly payment schedule/invoice submittal.

12. Debris Disposal

- A. On-site pre-construction meeting with Project Manager & Owner prior to trail construction. Each segment of path layout shall be reviewed in the field prior to construction. Any changes made to the scope of work/bid contract must be submitted and approved in writing prior to construction.
- B. It shall be the contractor's responsibility to identify any underground and overhead utilities in the work area. The work shall not interfere or disrupt utilities. If a situation arises that requires the relocation of utilities, this work must be approved and agreed to prior to utility relocation and in cooperation with the utility.
- C. Limits of grading and vegetative removal shall be marked on site by the contractor and approved by the Project Manager prior to commencement of work.
- D. The contractor shall be responsible for preventing sedimentation from leaving the construction site. Appropriate erosion & sediment control measures shall be installed according to the Erosion and Sediment Control Plan (attached) and/or at the direction of the Project Manager or the Roanoke County E&S Inspector.
- E. Contractor is responsible for any construction permits and fees unless otherwise specified herein. A copy of all permits obtained for this job shall be provided to the Project Manager for files, and the County shall provide copies to DCR.

- F. Roanoke County shall be responsible for obtaining County land disturbance permit and VDOT entrance permit. The County shall be responsible for obtaining a VSMP permit for the project and for providing the Stormwater Pollution Prevention Plan (SWPPP) document to the contractor. Contractor shall be responsible for maintenance of the SWPPP document on-site during the entire construction project, as well as all site inspections and maintenance to erosion control measures as a result of inspections.
- G. Contractor shall get pre-approval of any seed, to ensure compliance with the Virginia Seed Law.
- H. Area(s) under construction must be secure from public use. All areas under construction must be marked with hazard signage and areas of public entry must be blocked by safety barriers/safety ribbon. The contractor is responsible for safety during the construction of the project.
- I. Contractor shall install project board and sign at construction site.
- J. Construction should minimize the overall disturbance to the natural environment. Site remediation to include: remove fallen vegetation, provide proper soil and erosion control measures on disturbed areas, and minimize off-road travel. Rutting caused by vehicle or equipment shall be repaired. Trail surface must be surfaced within seven days of finish trail surface grading. Adjacent trees and natural areas outside of the project area must be protected.
- K. The park site has been determined not to be in a flood zone, and no work in this project will change base flood information.
- L. Contractor shall obtain pre-approval from the Project Manager before cutting any trees.
- M. Construction and scope of work must meet the specifications identified.
- N. Contractor is responsible for submitting invoices at the time periods and milestones developed by Project Manager with the contractor and identified in the contract. Payment for work will occur when milestones are met and work is inspected and approved by the Project Manager and/or Inspector.
- O. Contractor is responsible for scheduling the final inspection by the Project Manager.
- P. Contractor is responsible for all local, state and federal laws, regulations, and ordinances including but not limited to compliance with the Virginia Erosion & Sediment Control and Virginia Stormwater Management Laws & Regulations. The Contractor agrees to contact the Project Manager, and both the appropriate state and/or federal agency and DCR if any unexpected environmental or other concerns are encountered during project construction.

Contact:

All questions regarding this IFB must be submitted in writing to:
 Kate Hoyt, Buyer
 Roanoke County Purchasing Division
khoyt@roanokecountyva.gov
 (540) 283-8149

Where to obtain Bid Package documents:

The Bid Package may be obtained by visiting Roanoke County's website at: <https://www.roanokecountyva.gov/Bids.aspx>. The Bid Package documents are provided in PDF Format. The Bid Package may be shared electronically with your subcontractors, employees, and suppliers. The failure or omission of any bidder to download, receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to its bid or to the contract.

Direct any questions concerning the Bid Package via email to Kate Hoyt at khoyt@roanokecountyva.gov.

A mandatory pre-bid meeting will be held at **9:00 a.m. on November 5, 2020** at the Explore Park Visitor Center. The purpose of the pre-bid meeting is to review the scope of work and clarify any aspects of the work that may be in question.

Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will not be accepted or opened. The time of receipt shall be noted by the staff accepting the bid document. Bidders are responsible for insuring that their bid is stamped "received" by Roanoke County staff and that the time is noted on the document. Envelopes containing bids shall be sealed and marked in the lower left-hand corner with the project name ("IFB 2021-036 Explore Park Mountain Bike Facility"), the bidder's name, and Virginia contractor registration number. All bidders shall use the enclosed Bid Form in submitting their bid prices.

A bid may not be modified, withdrawn or cancelled by the bidder after the time and date designated for the receipt of bids and for 91 days thereafter except as provided by Section 2.2-4330, Procedure (ii), Chapter 7 of the Code of Virginia, as amended. The Owner reserves the right to waive informalities and/or reject all bids. In accordance with Va. Code, Section 2.2-4319, the Owner shall not reject all bids solely to avoid awarding a contract to a particular responsive and responsible bidder.

If subcontracting, the successful contractor agrees that it will be responsible for this subcontractor and its work. Any subcontracting shall be in accordance with the General Conditions and other contract provisions. The Base Bid shall include all cost associated with the management and coordination of work performed under the Allowances. Work under this allowance shall be provided by an assigned subcontractor to the general contractor. Contractor is required to contract with the selected subcontractor within 30 days of Notice to Proceed or signed contract with Roanoke County.

The Bidder must be a registered contractor in the Commonwealth of Virginia, in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended, at the time of bid submission, and shall possess a Virginia Contractor's License.

END OF INVITATION FOR BID

ATTACHMENT A: CONSTRUCTION GENERAL TERMS AND CONDITIONS

All bidders shall note that the Invitation for Bid (IFB) method of procurement does not allow any modifications or exceptions to the Construction General Terms and Conditions. Any modifications or exceptions made to this section may cause your bid response to be considered non-responsive.

A. Addenda:

1. Bidders are welcome to provide comments regarding how the bid documents, specifications or drawings can be improved. Bidders requesting clarification or interpretation of improvements to the bid general terms, conditions, specifications or drawings shall make a written request which must reach Roanoke County Purchasing Division, at least ten (10) calendar days prior to the date set for the receipt of bids.
2. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from Roanoke County, and shall be posted for review on the Roanoke County project website.
3. If changes occur, an addendum shall be issued no later than five (5) calendar days prior to the date set for the receipt of bids. However, an addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation for Bid may be issued any time prior to the date set for the receipt of bids. All addenda shall be posted for review on the Roanoke County project website
4. Each bidder shall be responsible for determining that it has received all addenda for the Invitation for Bid issued by Roanoke County before submitting a bid for the work. Bidder shall acknowledge the receipt of each addendum (when issued) on the Bid Form.

B. Payment

Should Roanoke County experience delays in payments from DCR, payments to the contractor may be delayed. The successful bidder (“Successful Bidder”) shall not be entitled to seek redress from Roanoke County should payments by the County be late due to delays in payments from DCR.

C. Authorization to Transact Business in the Commonwealth (Va. Code § 2.2-4311.2):

1. Any business entity that enters into a written contract with Roanoke County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia 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.

2. Any business entity described in paragraph C.1 above that enters into a contract with Roanoke County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, 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.
3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any business entity that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
4. A bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a waiver is granted by Roanoke County.
5. Any falsification or misrepresentation contained in the statement submitted by a bidder pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
6. Roanoke County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transact Business in the Commonwealth."

D. Award of Contract:

1. Roanoke County reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in Roanoke County or the Commonwealth of Virginia or provided by persons, firms or corporations having principal places of business in Roanoke County or the Commonwealth of Virginia, if such a choice is available; otherwise the tie shall be decided by lot. A Roanoke County business shall be given preference over a Commonwealth of Virginia business, if such a choice is available.
3. It is the intent of Roanoke County to recommend the award of this contract to the lowest responsive and responsible bidder. The County shall have the right, before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary to determine if the bidder is responsive and responsible and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder. Bidders must describe on the Bid Form previous experience with requirements of Federal and State construction projects; and with components similar to this project: asphalt paving, QA testing, boardwalk trail

construction and other trail construction methods, landscape plantings, timeliness, staff and equipment. Examples of similar projects should be listed.

4. Project work shall not be awarded to any vendor which is debarred or suspended or is otherwise excluded for or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". All vendors and contractors providing supplies, materials, goods, equipment, services, etc. for the project must be licensed in Virginia as required.
5. It is the intent of Roanoke County to recommend the award of this contract to the lowest responsive and responsible bidder provided the bid does not exceed the funds available for the contract. This bid will be awarded by Total Bid Amount. (See the Bid Form).
6. The bidder to whom the contract is awarded ("Successful Bidder") shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to Roanoke County the contract forms and any other forms required by the bid.

E. Bid Security:

1. When a bid security is required, this requirement will be conveyed in the Invitation to Bid.

F. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this Bid Package and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this Bid Package.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold Roanoke County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Successful Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County, its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County and the County's officers and employees in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the Center, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the County, and the County's officers and employees, harmless therefrom.

4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not without prior permission from the County, in its product literature or advertising, refer to this project or the use of the Successful Bidder's goods or services by Roanoke County.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.
7. Notwithstanding any other language to the contrary contained in the contract documents, in case of an inconsistency between drawings and specifications or within either document and clarified by addendum, the better quality or greater quantity of work shall be provided.
8. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Invitation for Bid.

G. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
2. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any bidder from any obligations with respect to its bid or to the contract.

H. Bonds:

1. Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - a. Performance bond in the sum of the contract amount.
 - b. Payment bond in the sum of the contract amount.
2. Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.

J. Collusion:

By submitting a bid in response to this Invitation for Bid, the bidder represents that in the preparation and submission of this bid, said bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1) or Va. Code §§ 59.1-9.1 through 59.1-9.17 or §§ 59.1-68.6 through 59.1-68.8.

K. Compensation:

1. Roanoke County shall not pay for any goods or services until the same have been actually received by the Center.
2. The Successful Bidder/Offeror shall provide Roanoke County their social security numbers, upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers, upon request (Va. Code § 2.2-4354.2).
3. The Successful Bidder shall submit a complete itemized invoice and receipts for each item or service delivered under the contract and keep copies for their own personal record. In order for reimbursement to take place receipts and invoices must be readily identified as related to this project.
4. Payment shall be rendered to the Successful Bidder for satisfactory performance in compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice with receipts to Roanoke County, whichever is later (Va. Code § 2.2-4352).
5. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month (Va. Code § 2.2-4354.4).
6. Final payment for services rendered will not occur until all inspections have been certified and the project is complete. Invoices and receipts shall be submitted for payment.

L. Contractor's Qualification Statement:

1. When required, the Bidder must be a registered contractor or land disturber in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended, at the time of bid submission, and shall possess a Virginia Contractor's License Classification A or equivalent for the work performed. The Bidder shall have bid and completed federally funded projects of comparable nature, size, complexity, and construction cost.

2. Once the bid document is submitted by the bidder and accepted by Roanoke County, the document will be used by the County in the evaluation of all bids submitted by the bidder during the designated period of time. Roanoke County may request additional information as needed to determine if the contractor is qualified.

M. Contractor's Registration:

1. No person shall engage in, or offer to engage in, contracting work or operate as an owner- developer in the Commonwealth of Virginia unless it has been licensed or certified under the provisions of Chapter 11 of Title 54.1 of the Code of Virginia, as amended. See Virginia Code § 54.1-1103(A).
2. Bidders are prohibited from contracting for, or bidding upon the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Roanoke County without a Virginia contractor's license or certificate when such license is required.
3. Each bidder shall indicate its Virginia contractor's registration number on the bid envelope and the Bid Form.

N. Contract Time:

1. The number of days within which, or the date by which, the work is to be completed (the "Contract Time") is set forth in the Bid Form and will be included in the agreement.
2. The Successful Bidder may obtain an extension of the Contract Time only for an Excusable Delay. An Excusable Delay is one of the following events that delay the Successful Bidder's performance of the Work, when such event is the sole cause of delay and the Successful Bidder is not responsible in whole or in part for the event:
 - (a) an act or omission by Roanoke County;
 - (b) an act or omission by a third party employed by Roanoke County and not under the Successful Bidder's control;
 - (c) fire or extraordinary adverse weather conditions in the county;
 - (d) changes ordered by Roanoke County that affect the Scope of Work; and
 - (e) other events beyond the control of the Successful Bidder that were not reasonably anticipated by the Successful Bidder.
3. If the Successful Bidder believes an Excusable Delay has occurred, the Successful Bidder shall notify the County in writing that the Successful Bidder believes an Excusable Delay has occurred and specify the nature of the Excusable Delay within ten (10) calendar days of the beginning of the Excusable Delay. The Successful Bidder's

notice of the Excusable Delay shall be a condition precedent to an extension of the Contract Time.

O. Controlling Law and Venue

This contract is made, entered into, and shall be performed in Roanoke County, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this Invitation for Bid, its interpretations, or its performance shall be litigated only in the Circuit Court of Roanoke County, Virginia.

P. Default:

If the Successful Bidder fails to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, Roanoke County may consider the Successful Bidder to be in default. In the event of default, Roanoke County will provide the Successful Bidder with written notice of default, and the Successful Bidder will be provided a set time in which to provide a plan to correct said default (“Cure Plan”). The Cure Plan shall provide for the complete correction of the default within a time period specified by the Center (“Cure Period”). Roanoke County shall review the Cure Plan and determine, in the Center’s sole discretion, whether the Cure Plan is satisfactory. If Roanoke County determines that the Cure Plan is satisfactory, then the Center shall so notify the Successful Bidder and the Successful Bidder shall promptly proceed with performance of the Cure Plan such that the Successful Bidder completely corrects the default within the Cure Period, unless the Center otherwise agrees in writing. Should the Center determine that the Successful Bidder’s Cure Plan is unsatisfactory, or should the Successful Bidder fail to completely correct the default in accordance with the terms of this Paragraph, the Center may, among other actions, terminate the Successful Bidder’s Contract.

The failure of Roanoke County to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, shall not constitute or be construed as a waiver or relinquishment of Roanoke County right to thereafter enforce the same in accordance with the Contract Documents.

Q. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. As used in this Section, the term “contractor” shall mean “Successful Bidder” as defined herein.
2. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state

in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. Provision of a Drug-Free Workplace – For Federal Grant Projects

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), upon signing the Recreational Trails Program project agreement, the Recipient certifies that it shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Recipient’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;
3. Require that each employee be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);
4. Notify the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her convictions for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notify the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the FHWA designates a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. 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:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

S. Other Federal and State Requirements- For Federal Grant Projects

1. The Successful Bidder agrees to comply with the required contract provisions for federal aid construction grants as outlined in the attached form FHWA-1273 and Buy America Special Provisions; and to the Commonwealth of Virginia's construction procurement requirements.
2. The Successful Bidder is responsible for ensuring that all sub-contracts are in compliance with federal and state laws concerning the solicitation of supplies, equipment and services.

T. Employment Discrimination by Bidder Prohibited:

1. During the performance of this contract, the Successful Bidder agrees as follows (Va. Code § 2.2-4311):
 - (a) The Successful Bidder 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 Successful Bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
 - (b) The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, will state that such Successful Bidder 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 Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

U. Environmental Impact Management

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations including, but not limited to the Virginia Erosion & Sediment Control and Virginia Stormwater Management Laws & Regulations. Contractor is responsible for ensuring that all employees conducting activities on behalf of the Center are properly trained to carry out environmental responsibilities. The Contractor shall contact the project manager and the appropriate state and/or federal agency and DCR if any unexpected environmental or other concerns are encountered during project construction.

V. Employment of Unauthorized Aliens Prohibited:

As required by Virginia Code § 2.2-4311.1, the Successful Bidder does not, and shall not during the performance of this agreement in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

W. General Bid Information

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received in person or via special courier service at the Roanoke County Administration Center, 5204 Bernard Drive SW, Roanoke VA 24018; or through the regular mail by the U.S. Postal Service at the same address; until, but no later than the time and date specified in the Invitation to Bid.
2. In the solicitation or awarding of contracts, the County shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
3. The County may utilize the Commonwealth of Virginia eVA Supplier Web Site for selection of bidders. If your company is not registered, a supplier application is available on the eVA website, <https://eva.virginia.gov/>.
4. A minimum of two bids must be received. If only one bid response is received, then the project must be rebid.

X. Indemnification:

The Successful Bidder agrees to indemnify, defend and hold harmless Roanoke County, the County's officers, agents and employees, from any claims, damages, suits, actions,

liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence.

Y. Insurance:

The Successful Bidder shall maintain insurance to protect itself and The Highland Center from claims for damages for personal injury, including death, and for damages to property, which may arise from operations under this contract. Such insurance shall conform to the specifications attached and part of this Invitation for Bid. A Certificate of Insurance, listing the Roanoke County Board of Supervisors as additionally insured, shall be provided to the Project Manager before work commences.

Z. Modification of Bids:

1. A bid may be modified or withdrawn by the bidder any time prior to the time and date set for the receipt of bids. The bidder shall notify the County in writing of its intentions.
2. Modified and withdrawn bids may be resubmitted to the County up to the time and date set for the receipt of bids.
3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided in the section herein regarding Withdrawal of Bid Due to Error.

AA. No Discrimination Against Faith-Based Organizations:

Roanoke County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

BB. Opening of Bids:

1. All bids received on time at Roanoke County shall be opened and publicly read aloud.
2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Center decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342.C).

Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342.E).

CC. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of four years from the completion of the contract, all records pertaining to the Successful Bidder's bid and any contract awarded pursuant to this Invitation to Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Successful Bidder's copies of periodic estimates for partial payment; ledgers; receipts; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to Roanoke County on demand and without advance notice during the Successful Bidder's normal working hours.
2. Roanoke County personnel may perform in-progress and post-performance audits of the Successful Bidder's records as a result of a contract awarded pursuant to this Invitation to Bid. Files shall be available on demand and without notice during normal working hours.

DD. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Bidder.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Bidder's personnel from the work site.
3. Any operations of the Successful Bidder determined to be hazardous by the Center, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the Center to discontinue such practice.

EE. Small, Women-Owned and Minority-Owned (SWAM) Business and Disadvantaged Business Enterprises:

Roanoke County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County; and complies with E.O. 12432, Minority Business Enterprise Development, and the DBE Policy and Procedure. All solicitations are posted on Roanoke County Internet site at <https://www.roanokecountyva.gov/85/Purchasing>. Roanoke County may advertise for bids through mediums that support SWAM and DBE as part of the bidding process.

FF. Subcontracts:

1. No portion of the work shall be subcontracted without prior written consent of Roanoke County. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.
2. Roanoke County encourages the contractor to utilize small, women-owned, minority-owned, and Disadvantaged Business Enterprise (DBE) businesses. The Contractor shall comply with Executive Order 12432 “Minority Business Enterprise Development” and the DBE Policy and Procedure as outlined in the attached DBE Policy. For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD) www.sbsd.virginia.gov.

GG. Submission of Bids:

1. All bidders shall use the enclosed Bid Form in submitting their bid prices. Roanoke County will not accept oral bids or bids received by telephone, FAX machine, or other electronic means.
2. All prices must be F.O.B. delivered to the point as indicated in this bid. Roanoke County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the bidder to the Bid Form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by Roanoke County as being incomplete or nonresponsive.

5. The Bid Form must be signed in order to be considered. If the bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the bidder must indicate the corporate title of the individual signing the bid.
6. The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
7. The envelope containing the bid should be sealed and marked in the lower left-hand corner with "**IFB 2021-036**" and the bidder's name.
8. The time for the receipt of bids shall be determined by the time and date of delivery at Roanoke County. Bidders are responsible for ensuring that their bids are marked received and dated by Roanoke County Purchasing personnel or appointed staff.
9. All bids received at Roanoke County by the deadline indicated will be kept in a locked location until the time and date set for the opening of bids.
10. All late bids shall be unopened, marked "Late" and stored in the procurement file.
11. All line items must be filled in. It is understood and agreed, if bidder indicates a "0" dollar amount on the bid form the product or service shall be provided at no charge.

HH. Successful Bidder's Obligation to Pay Subcontractors: When applicable

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by Roanoke County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
 - (a) Pay the subcontractor(s) for the proportionate share of the total payment received from the Center attributable to the work performed by the subcontractor(s) under the contract; or
 - (b) Notify Roanoke County and subcontractor(s), in writing, of the Successful Bidder's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
3. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of

the County. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

II. Taxes:

1. Roanoke County is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption. Roanoke County's tax-exempt status shall not inure to the benefit of the Successful Bidder.
2. If a bidder is bidding on materials that require installation by the bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the Successful Bidder and not of Roanoke County, and Roanoke County shall be held harmless for same by the Successful Bidder.
3. Roanoke County will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by Roanoke County, the bidder will be allowed to delete the tax from its bid.

JJ. Termination of the Contract:

1. If the Successful Bidder should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Successful Bidder's insolvency, or if the Successful Bidder should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Successful Bidder otherwise defaults in its performance of the Contract, then Roanoke County may without prejudice to any other right or remedy, and after giving the Successful Bidder seven (7) calendar days' written notice, terminate the employment of the Successful Bidder and procure such goods or services from other sources. In such event, the Successful Bidder shall be liable to Roanoke County for any additional cost occasioned by such failure or other default.
2. In such cases, the Successful Bidder shall not be entitled to receive any further payment. If the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Successful Bidder shall pay the difference to Roanoke County.
3. Notwithstanding anything to the contrary contained in the contract between Roanoke County and the Successful Bidder, Roanoke County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving 30 days' written notice to the Successful Bidder.

KK. Trade Secrets/Proprietary Information:

Trade secrets or proprietary information submitted by a bidder in response to this Invitation for Bid shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F).

LL. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).
2. If bidding other than specified the bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the County to determine whether the product offered meets the requirements of the solicitation. Material Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause bid to be considered nonresponsive/rejected.
3. It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible bidder, its product or service or in any way restrain or restrict competition.

MM. Withdrawal of Bid Due to Error (Construction):

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, 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 compilation of a 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 his 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. (Va. Code § 2.2-4330.)

2. Roanoke County will use procedure set forth in Va. Code § 2.2-4330.B.2 (Virginia Public Procurement Act) for the withdrawal of a bid and the procedure is as follows:

- (a) The bidder shall submit to Roanoke County its original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. Such work papers shall be delivered to the County by the bidder in person or by registered mail. The bids shall be opened one day following the time fixed by the County for the submission of bids. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw its bid. The contract shall not be awarded by the County until such two hour period has elapsed. Such mistake shall be proved only from the original work papers, documents, and materials delivered to the Purchasing Division as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Va. Code § 2.2-4342.
- (b) No bid shall be withdrawn under this section 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 (5%).
- (c) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or 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.
- (d) If a bid is withdrawn under authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- (e) When the procedure set forth in the paragraphs above is utilized, original work papers, documents, and materials used in the preparation of the bid must be submitted in an envelope or package separate and apart from the envelope containing the bid marked clearly as to the contents.
- (f) Roanoke County shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.

NN. Entire Agreement:

The written Contract Document represents the entire and integrated agreement between Roanoke County and the Successful Bidder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Document may be amended only in writing and such written amendments must be signed by both the County and the Successful Bidder. Upon award of the project, a contract will be drafted and signed by all parties prior to work or payment.

END OF CONSTRUCTION GENERAL TERMS AND CONDITIONS

ATTACHMENT B to IFB 2021-036: BID FORM
FIXED PRICE
Construction of the Explore Park Mountain Bike Facility

Date: _____

To: Roanoke County Purchasing Division
5204 Bernard Drive SW
Suite 300-F
Roanoke County, VA 24018

Contractor Name: _____

Legal Company Name: _____

Mailing Address:

Physical Address: _____

Contact Phone: _____

Contact Email: _____

Contact FAX: _____

Subcontractor(s) Name: _____

For this construction project, the bidder must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended at the time of bid submission, and shall possess a Virginia Contractor's License. The Bidder shall have bid and completed federally funded projects of comparable nature, size, complexity and construction cost.

My/Our Virginia Contractor's registration number is: _____ Class _____.

Please indicate below if the bidder is registered with Virginia SCC as a legal business or otherwise.

The bidder name:

is a corporation or other business entity with the following SCC ID number _____.

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location).

-OR-

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC Identification number after the due date for bids/proposals:

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES).

Check all that apply:

- Small Business
- Women-Owned Business
- Minority-Owned Business
- Service Disabled Veteran
- Large Business
- Nonprofit
- None of the above
- Disadvantaged Business Enterprise or DBE

For your convenience – Definitions on Next Page

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. **"African American"** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. **"Asian American"** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. **"Hispanic American"** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. **"Native American"** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Large business" means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

"Nonprofit" means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

"Small Women Owned and Minority Owned Business or SWAM" is a certification by the Virginia Department of Small Business and Supplier Diversity Program. (Commonwealth of Virginia Certification) to acknowledge women and minority owned businesses.

"Disadvantaged Business Enterprise or DBE" is a certification program for disadvantaged businesses, determined by personal net worth, SBA size criteria, gross receipts and/or ethnic background among other criteria. To be considered DBE the business must register with the State Department of Transportation or Uniform Certification Program.

If registered as a SWAM with the Virginia Department of Small Business and Supplier Diversity (SBSD) please provide SWAM Certification number here: _____.

If registered as DBE with the Federal Disadvantaged Business Enterprise Directory, please provide the DBE certification number here: _____.

If you are not registered with either agency, please indicate this here: _____.

This project requires that the contractor is insured in accordance with Roanoke County's Insurance Requirements for Contractors, included as Exhibit 1 to the Sample Construction Contract. As the bidder, have you read the insurance requirements and are you insured in accordance with this document? Yes NO

This project requires that the contractor understands the requirements outlined on Form FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts and in S102CF2-0813 Virginia Department of Transportation Special Provision for Use of Domestic Material, commonly known as the "Buy America" clause (both attached and part of this Invitation for Bid). The "Buy America" program requires a "Certificate of Compliance" regarding any iron or steel products (including fasteners) used in the construction project when such amount of iron/steel products is over \$2,500.00 upon delivery or one tenth of one percent of the contract amount, whichever is greater. Please indicate that you have read and understand these provisions by signing below:

Name

Date

It is the intent of Roanoke County to recommend the award of this contract to the lowest responsive and responsible bidder based upon the Base Bid (Lump Sum) Amount, provided the bid does not exceed the funds available for the project. Please submit the Base Bid Amount below for the Explore Park Mountain Bike Facility.

Contractor Name: _____

Business Name (if applicable): _____

Having carefully examined the site, the drawings, specifications and other documents, and in compliance with the Bid Package including the Invitation for Bid (IFB), Erosion & Sediment Control Plan, Project Plans, Construction General Terms and Conditions, this Bid Form, the Roanoke County Sample Contract, and any Addenda, the undersigned proposes to furnish all labor materials, supplies and equipment necessary for construction of the Explore Park Mountain Bike Facility. All shall be in accordance with the drawings and technical specification in the scope of work.

Owner expects work to begin within 30 days of notice to proceed. The project must be complete by one hundred and twenty (120) calendar days from the date on which the Notice to Proceed is issued.

My signature certifies that the proposal as submitted complies with all requirements specified in this Bid Package.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

My/Our lump sum price is as follows:

Base Bid: The Base Bid includes all work and materials required by the Bid Package for this project Explore Park Mountain Bike Facility, in strict accordance with the drawings and specifications for the lump sum of:

\$ _____

Estimated Time for Project Completion: _____

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

Signed: _____ Date: _____

Printed Name: _____

This page reserved for office use

ATTACHMENT C: SAMPLE CHANGE ORDER

County of Roanoke

Bid Information:

Name of Project: _____

Date: _____

Amendment No: _____

Contractor: _____

The following changes are hereby made to the above referenced contract documents:

--

Change to Contract Prices:

Original contract price: \$ _____

Current contract price (adjusted by previous change orders): \$ _____

Contract Price due to this change order will be (circle) Increased or Decreased: \$ _____

Contract price including this change order will be: \$ _____

Change to Contract Times:

Contract Time will be (circle) Increased or Decreased by (calendar days): _____

Completion date for all work: _____

Approvals:

By: _____ Date: _____
Roanoke County

Accepted By: _____ Date: _____
Authorized Signature of Contractor

SP102-000510-02

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

December 19, 2018

SECTION 102.05 PREPARATION OF BID of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel (including miscellaneous items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America. This applies to any iron or steel item brought onto the project, regardless of the percentage of iron or steel that exists in the pay item or in the final form they take; however, electrical components (i.e., combination products such as signal controllers and similar products which are only sold as a unit) are not subject to Buy America provisions if the product as purchased by the Contractor is less than 50% steel and iron. "Produced in the United States of America" means all manufacturing processes occur in one of the 50 United States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. "Manufacturing processes" are defined as any process which alters or modifies the chemical content, physical size or shape, or final finish of iron or steel material (such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating). For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material to which the coating is applied. Non-iron and non-steel materials used in the coating process do not need to be produced in the United States as long as the application of the coating occurred in the United States. The manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing processes take place.

For the purposes of this provision, all steel or iron material meeting the criteria as produced in the United States of America will be considered as "Domestic Material." All iron and steel items not meeting the criteria as produced in the United States of America will be considered "Non-Domestic Material."

A minimal amount of "Non-Domestic" steel or iron material may be incorporated in the permanent work on a federal-aid contract provided that the cost of such materials or products does not exceed one-tenth of one percent of the Contract amount or \$2500, whichever is greater. The cost of the "Non-Domestic Material" is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered-to-site cost must include transportation, assembly, installation and testing.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and

other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America.

Any items containing foreign source steel or iron billet shall be considered “Non-Domestic Materials.” Additionally, iron or steel ingots or billets produced in the United States, but shipped outside the United States of America for any manufacturing process and returned for permanent use in a project shall be considered “Non-Domestic Materials.”

Waivers:

The process for receiving a waiver for Buy America provisions is identified in 23 CFR 635.410(c). The Contractor shall not anticipate that any Buy America provisions will be waived.

Certification of Compliance:

The Contractor is required to submit a Certificate of Compliance prior to incorporating any items containing iron or steel items into the project. This shall be accomplished by the Contractor submitting the Form C-76 Certificate of Compliance to the Department when the items are delivered to the project site. The Certification of Compliance will certify whether the items are considered “Domestic Material” or “Non-Domestic Material” as referenced in this Special Provision. The certificate must be signed and dated by the Prime Contractor’s Superintendent and include a Buy America Submittal Number. The Buy America Submittal Number is simply the Contractor’s project specific sequential numbering system that will allow the Contractor and Department to track the total number of certificates provided and the individual items containing iron or steel associated with each certificate.

Supporting Documentation:

Supporting documentation to demonstrate compliance with Buy America provisions (such as mill test reports manufacturer/supplier certifications, etc.) shall be organized by Buy America Submittal Number and maintained by the Contractor from the date of delivery until three years after project acceptance. The Contractor may maintain this documentation electronically or in paper format.

The Department or FHWA may review the Contractor’s supporting documentation to verify compliance with the Buy America provisions at any time. Supporting documentation shall be provided within five business days of the request. The burden of proof to meet the Buy America provisions rests with the Contractor. If the supporting documentation does not undeniably demonstrate to FHWA or the Department that the “Domestic Materials” identified in the Certificates of Compliance were produced in the United States of America, then the Department may deduct payment from moneys due the Contractor for the value of the iron and steel that did not meet the Buy America provisions.

ATTACHMENT E: Disadvantage Business Enterprise (DBE) Policy and Plan for Virginia Recreational Trail Program

Policy

The Moving Ahead For Progress in the 21st Century Act enacted in 2012, included provisions designed to foster and support the use of Disadvantaged Business Enterprises. Section 1101 (b) of Fixing America's Surface Transportation Act" or the "FAST-ACT," (P.L. 114-94) describes Congress's findings regarding the continued need for the DBE program due to the discrimination and related barriers that pose significant obstacles for minority and women-owned businesses seeking federally-assisted surface transportation work.

In order to show compliance with FAST-ACT DBE expectations, DCR requires that Virginia Recreational Trail Program recipients, heretofore called the "The Recipient" shall take all appropriate and reasonable steps to make a good faith effort in achieving compliance with the provisions of 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and perform contracts for RTP projects. The Recipient shall not discriminate on the basis of race, color, sex or national origin, in the award of RTP funded projects.

DCR will review factors to determine the race- and gender- neutral and/or race- and gender conscious DBE goal as outlined in 49 CFR 26.51. If the RTP DBE participation goal is obtained or exceeded by race-neutral means alone for two consecutive years, DCR as the administering RTP agency will not be required to make a projection of the amount of the DBE goal the RTP can meet using such means in the next year. As such, DCR will not be required to set contract goals on any grant award contracts in the next year. DCR will continue using only race-neutral means to meet the RTP overall goals unless and until the overall goal for a year is not met (26.51 (f) (3)).

Definitions

Definitions as given in 49 CFR Part 26 and 23 will be used to define for RTP grant recipients the following terms:

- Disadvantaged Business Enterprise (DBE)
- Small Business Concern
- Socially and Economically Disadvantaged Individuals
- Owned and Controlled
- Manufacturer
- Regular Dealer
- Other Socially and Economically Disadvantaged Individuals

These definitions are as follows:

Disadvantaged Business Enterprise (DBE) means a for-profit small business concern that is (1) at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small Business Concern means a small business as defined by section 3 of the Small Business Act

and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121). With respect to firms seeking to participate as DBEs in RTP projects, a firm will not be eligible as a DBE if in any Federal Fiscal year over firm's previous three fiscal years, the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402) in excess of \$23.98 million

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Owned and Controlled means a business: (a) which is at least 51 percent owned by one or more Socially and Economically Disadvantaged Individuals (see above) or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

Manufacturer means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

Regular Dealer means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

Other Socially and Economically Disadvantaged Individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Department to meet the social and economic disadvantage criteria described below.

Social Disadvantage

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

Economic Disadvantage

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:
 - With respect to the individual:
 - availability of financing
 - bonding capability
 - availability of outside equity capital
 - available markets
 - With respect to the individual and the business concern:
 - personal and business assets
 - personal and business net worth
 - personal and business income and profits

Compliance & Procedure

The majority of RTP projects within Virginia are DCR sub-grants to localities and private non-profit organizations as approved by the FHWA.

Federal guidelines require that work performed and materials purchased be done so on a competitive basis and that awards go to the lowest, responsive and responsible bidder. Some RTP projects are

constructed with in-kind and/or volunteer labor. Regardless of whether a project comes to fruition through the use of contract labor or in-kind and/or volunteer labor, RTP projects must demonstrate a “Good Faith Effort” for including DBE’s within the project.

So that a “Good Faith effort” is made on behalf of the DBE Goal and requirement as outlined in 49 CFR Part 26 and 23 as amended, The Recipient is required to:

1. Sign Project Agreement that shows
 - (a) the Recipient, its agents, employee, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR, Part 26 and Part 23, as amended, and
 - (b) that the Recipient shall take appropriate and reasonable steps in accordance with 49 CFR, Part 26, and Part 23 as amended, to ensure that DBE’s have an opportunity to compete for and perform on contracts and subcontracts and to provide materials and supplies. The Recipient is directed to the listing of certified DBE firms online at <https://www.sbsd.virginia.gov/directory/> or to contact the Virginia Department of Small Business and Supplier Diversity (101 N. 14th Street, 11th Floor Richmond, VA 23219 or 804.786.6585) for assistance in identifying vendors.
2. The Recipient is encouraged to arrange solicitations, presentation of bids, quantities, specifications and delivery of schedules in ways that facilitate DBE and other small business participation.
3. The Recipient is instructed to advertise bids in at least one newspaper of general circulation, at least one trade association publication and at least two minority-focused media if available within the bid area.
4. The Recipient will identify as part of their required competitive bid documentation all of the DBEs, if any, who participated in the bid process. In addition, the Recipient will be required to identify the primary location of each DBE contractor identified on their list, the mailing address and the type of work performed by each.
5. The Recipient will indicate the DBE participation in the total project expressed as a dollar value.



COUNTY OF ROANOKE, VIRGINIA

ATTACHMENT F: SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND

FOR CONSTRUCTION OF A MOUNTAIN BIKE SKILLS PARK AT ROANOKE COUNTY'S EXPLORE PARK

This Contract # 2021-036 is dated February 12, 2020, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner", and

(legal name and address of contractor)

hereinafter referred to as the "Contractor,"

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for construction of a mountain bike skills park and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE AS
FOLLOWS:**

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the County to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the County to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Bid Form Completed by Contractor and dated _____ (Exhibit 3). **(To be provided after selection of Successful Bidder.)**
4. Invitation for Bid No. 2021-036, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the County documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The County agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$_____ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the County, and the Contract amount may be decreased by the County's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the County retains the right of setoff as to any amounts of money the Contractor may owe the County. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the County and that there is no guarantee of any minimum amount of Work that may be requested by the County and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

Not Used.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the County representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other County contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. The County and Contractor agree that the County will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the County. The payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the Project Manager. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.
- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the County and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed,

services actually supplied, and/or materials or goods furnished to the County, all of which need to be approved and accepted by the County prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the Project Manager. Invoices must reflect the contract number 2021-036 and the DCR project number VRT-318N170. Approval and payment of such invoices shall be the responsibility of the County Department or designee. Once a payment request has been received by the County, the County will process such payment request. If there are any objections or problems with the payment request, the County will notify the Contractor of such matters. If the payment request is approved and accepted by the County, payment will be made by the County to the Contractor not more than 30 days after such request has been approved.

C. The services the Contractor may be requested to provide the County are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the County under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Bid Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

SECTION 6. SALES TAX EXEMPTION.

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to County personnel making the request and accepted by the County. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County.

SECTION 8. INSPECTION.

The County shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the County will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer

of the item. Contractor shall use reasonable commercial efforts to assist the County in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the County, any items, material, equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Contract.

- A. The Contractor warrants that, unless otherwise specified, all material and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.
- B. Work not conforming to these warranties shall be considered defective.
- C. These warranties of material and workmanship are separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract or that may arise by law.
- D. The Design-Builder agrees to assign to Roanoke County at the time of final completion of the Work all manufacturer's warranties relating to equipment, materials, and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. If necessary as a matter of law, the Design-Builder may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of Substantial Completion.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the County. Contractor further agrees that the Contractor shall indemnify and hold the County harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the County may, in the County's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the County determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs,

and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, PERMITS, AND IMMIGRATION LAW.

- A. **Regulations:** The Contractor shall fully comply with all local, state, and federal ordinances, laws, and regulations, including without limitation all applicable building and fire code sections of the Occupational Safety and Health Act (OSHA), and the Virginia Uniform Statewide Building Code, and obtain all required licenses and permits, including business license, building permits, and pay all charges and expenses connected therewith. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- B. **Permits and Licenses:** The Contractor shall, at its sole cost, obtain all required permits and license from the appropriate authorities, including the County of Roanoke. This includes, but is not limited to, all permits for any excavations in any public right-of-way. No delay or extension of time or any claim for additional compensation of any type shall be granted for failure to obtain any required permits.
- C. **Litter:** In accordance with the Virginia Anti-Litter Law, receptacles sufficient to contain employees' litter and construction wastes capable of being spread by wind or water shall be located on the construction site. The number and size of receptacles required shall be determined by the Contractor.
- D. **Asbestos License:** The Contractor, if not licensed as an asbestos abatement contractor or a Roofing, Flooring, and Siding (RFS) contractor in accordance with Section 54.1-514, of the Code of Virginia, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the County is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and

unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the County's right to audit and/or examine any of the Contractor's documents and/or data as the County deems appropriate to protect the County's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the County within 30 days of the execution of this Contract or as otherwise required by the County's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the County may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the County resulting from Contractor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the County from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the County from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. 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.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations

or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES

The Contractor certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses; other felony offenses or misdemeanor sex offenses within the past ten years.

The Contractor further understands and acknowledges (1) that if he or his agents make a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to Roanoke County and the Roanoke County School Board. Data and Conviction information will be requested before the County of Roanoke/Schools enters into a contract / when required.

SECTION 24. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by

the Board of Supervisors or its designee (hereafter "BOS"). The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 90 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within said ninety (90) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said ninety (90) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 27. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 28. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 29. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 30. NOTICES.

All notices must be given in writing and shall be deemed valid if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To County: County of Roanoke
Parks, Recreation, & Tourism Department
1206 Kessler Mill Road
Salem, VA 24153

Copy to: County of Roanoke
Purchasing Division
Attn: Kate Hoyt
5204 Bernard Drive, SW, Suite 300-F
Roanoke, Virginia 24018-2020

Email: KHoyt@roanokecountyva.gov

If to Contractor: _____
Attn: _____, President/CEO

Email Address: _____
Phone: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 31. PROTECTING PERSONS AND PROPERTY.

- A. Protection on Site:** The Contractor expressly undertakes both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.
- B. Safety and Health Precautions:** The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.
- C. Protecting the Public:** The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the current edition of the "Virginia Work Area Protection Manual".
- D. Protecting the Work and Adjacent Property:** The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of its obligations for the protection of persons and property.
- E. Emergencies:** In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from County, shall act, at Contractor's discretion, to prevent such threatened loss or

injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by County, Contractor shall so act immediately, without appeal.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the County may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the County. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

This project is partially funded by the Recreational Trails Program of the Federal Highway Administration (FHWA), administered in Virginia by the Department of Conservation and Recreation (DCR). The project must be undertaken in accordance with the Recreational Trails Program guidance of the FHWA and with 2, 23, and 49 CFR.

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.

The County, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the County may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
- B. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that 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 or as otherwise required by law. Contractor 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, to be revoked or cancelled at any time during the term of the Contract. The County may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the County and all such items shall become the sole property of the County. The Contractor agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Contractor. Contractor hereby transfers and assigns all such rights and items to the County. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 37. DEFINITIONS.

Whenever used in these General Conditions or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof, and where applicable to any other legal entity such as a corporation, partnership, limited liability company, etc.

The section and paragraph headings are inserted for convenience only.

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer who contracts with the County to provide the Architectural and Engineering services for the project. The Architect/Engineer is a separate Contractor and is referred to herein as the Architect/Engineer or abbreviated as A/E. The term includes any associates or consultants employed by the firm to assist in providing the A/E services.

Bidder: The person, firm, corporation, or other entity interested in submitting a bid for the Work to be performed.

Change Order: A document issued by County on or after the effective date of the Contract which is agreed to by the Contractor and approved by the County, and which authorizes an addition, deletion, or revision in the Work, including any adjustment in the Contract Price and/or the Contract Time.

County or Owner: The County of Roanoke, Virginia, (Includes any Agency that is represented by Roanoke County and sometimes also referred to as Buyer) or its authorized representative.

County Code: Refers to the Code of the County of Roanoke, as amended.

County Designee: The County of Roanoke's authorized representative.

Board of Supervisors: The County Board of Supervisors or authorized representative.

Code of Virginia: Refers to the Code of Virginia (1950), as amended. (Sometimes referred to as Va. Code or Virginia Code.)

Contract Documents: These documents include, but are not limited to, the Project Manual, Invitation to Bid, the Instructions to Bidders, the Bid Form, the Contract, the Bonds or other Bid Security, the Escrow Agreement, the General Conditions, Supplementary General Conditions, Special Conditions, the Specifications, Addenda or Change Orders, the Plans and Drawings, any Supplemental Drawings, and any additional documents incorporated by reference in the above.

Contract: The written agreement between the parties concerning the performance of the Work and consisting of the Contract Documents.

Contractor: The person, firm, corporation, or other entity entering into a contractual agreement with the County to perform the Work.

Defect, Defective, or Deficient: An adjective or noun which when modifying or referring to the word Work refers to Work or any part thereof that is unsatisfactory, faulty, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standards, tests, or approvals referred to in the Contract Documents.

Document(s): This term includes, but is not limited to: writings, drawings, items on which words, symbols, or marks are recorded; electronic data of any type; videotapes, recordings, photographs and negatives, digital or otherwise; and any other form of data, writing, or information compilation, however recorded or stored, and regardless of physical form or characteristics.

Final Acceptance: The County's acceptance of the project from the Contractor upon confirmation from County and the Contractor that the project is apparently complete in accordance with the Contract requirements.

Notice: All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the party to the Contract, or to his, her, their, or its authorized agent, representative, or officer.

Notice to Proceed: A written notice given by the County at the County's discretion to the Contractor fixing the date on which the Contract time will commence for the Contractor to begin the Work in accordance with the requirements of the Contract Documents.

Project Inspector: One or more individuals employed by the County to inspect the Work and/or to act as Resident Inspector to the extent required by the County. The County shall notify the Contractor of the appointment of such Project Inspector(s).

Provide: Shall mean to furnish and install ready for its intended use.

Subcontractor: A person, firm, partnership, corporation, or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. It includes one who provides on-site labor, but does not include one who only furnishes or supplies material for the project.

Submittals: All drawings, diagrams, illustrations, brochures, schedules, samples, electronic data and other data required by the Contract Documents which are specifically prepared by or for the Contractor, Subcontractor, or Supplier, and submitted by the Contractor to illustrate the material, equipment, or layouts, or some other portion of the Work.

Substantial Completion: The date certified by County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

Successful Bidder: The bidder to whom the County makes an award.

Supplier: A manufacturer, fabricator, distributor, material man, or vendor who provides only material or supplies for the project, but does not provide on-site labor.

Work or Project: The entire completed construction or the various separately identifiable parts thereof as required by the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating material and equipment into the construction.

SECTION 38. INDEMNITY PROVISION.

- A. **Indemnity:** Contractor shall indemnify and hold harmless County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees', agents', or subcontractors' actions, activities, or omissions, negligent or otherwise, on or near County's property or easement, or arising in any way out of or resulting from any of the work to be provided under this Contract. This provision includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits, breach of contract claims, indemnity claims, and any other damages, losses, and/or claims of any type.
- B. **Hazardous Material:** While on County's property or easement and in its performance of this Contract, Contractor shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its Work under this Contract and in any event Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of County's acquiescence, Contractor shall indemnify and hold County, its officers, agents, and employees harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Contractor's violation of this paragraph and agrees to

reimburse County for all costs and expenses incurred by County in eliminating or remedying such violations. Contractor also agrees to reimburse County and hold County, its officers, agents, and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the County as a result of Contractor's use or release of any hazardous substance or waste onto the ground, or into the water or air from or upon County's premises. (See also Section 13.2 of these General Conditions.)

C. **Patents:** The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents and employees from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, trademark, arrangement, or other apparatus that may be used in the performance of the Contract or the Work.

SECTION 39. EMPLOYMENT AND CONDUCT OF PERSONNEL.

A. **Employee Qualifications:** Only skilled and reliable workers shall be employed for the Work. Should any person employed on the Work by the Contractor appear to County to be incompetent, unable to perform the Work, or disorderly, such person shall be removed from the Work immediately upon proper notice to the Contractor from County and such person shall not again be used for this Contract.

B. **Superintendence:** The Contractor shall have a competent foreman or superintendent, subject to County's approval, which shall not be unreasonably withheld, on the jobsite at all times during the progress of the Work. The Contractor shall notify the County, in writing, of any proposed change in the foreman or superintendent including the reason therefore prior to making such change.

C. **Drug-free Workplace:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$5,000, so that the provisions will be binding upon each subcontractor or vendor.

- a. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

The Contractor shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Contractor, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

SECTION 40. SUBCONTRACTORS.

- A. **Licensure:** The Contractor shall comply with Title 54.1, Chapter 11, of the Code of Virginia, with respect to licensure of itself and all subcontractors employed to work on the project. The Contractor represents that it has verified that all subcontractors hold all required state and local licenses, including State Contractor's license and County business license. The Contractor shall verify that any additional subcontractors employed to work on the project, subsequent to the initial verification, hold all required state and local licenses, including State Contractor's license and County business license. The Contractor is required to submit the Contractor's Certification as to Licensure of Subcontractors Form to County. This constitutes a material part of the Contractor's Contract with the County.
- B. **Change of Subcontractors:** Subcontractors shall not be changed without the written approval of County.
- C. **Responsibility for Subcontractors:** The Contractor shall not employ for the project any subcontractor that the County may, within a reasonable time, object to as unsuitable. The Contractor further agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors, suppliers, and invitees on the jobsite and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

SECTION 41. CONDITIONS AT SITE.

- A. **Existing Conditions:** The Contractor shall have visited the site prior to bidding and is responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the site, and the character and extent of existing improvements and work within or adjacent to the site. Claims as a result of failure to have done so will not be considered by the County and will be the sole responsibility of the Contractor.
- B. **Hidden Conditions:** If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions than those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the site are found which are materially different from those frequently present in the locality, from those indicated in the Contract Documents, or from those inherent in work of the character required by the Contract, the Contractor must report such conditions to County before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, County will make such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or the time needed for completion must be requested pursuant to Section 19 of these General Conditions.
- C. **Suspected Hazardous Material:** If the Contractor, during the course of the project, observes the existence of any material which it suspects or knows to be hazardous to human health or the environment, the Contractor shall promptly notify County. County will provide the Contractor with instructions regarding the situation. The Contractor

shall not perform any work involving the material or any work causing the material to be less accessible prior to receipt of special instructions from County.

SECTION 42. SURVEYS AND LAYOUT.

- A. **Surveying Services:** All necessary drawings showing the location of property lines, buildings, and other appropriate information shall be furnished to the Contractor through the drawings and specifications. The Contractor shall provide competent surveying and engineering services to verify the given information and to execute the Work in accordance with the Contract requirements and shall be responsible for the accuracy of Contractor's surveying and engineering services. The Contractor shall immediately notify County of any discrepancies and confirm such notice in writing within five (5) calendar days.
- B. **Survey Control:** Such general reference points and bench marks on the building site as will enable the Contractor to proceed with the Work will be established in the drawings and specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, Contractor shall promptly notify County.
- C. **Damage to Survey Control:** The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in locations without written notice to and approval from County. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior approval from County, be replaced and accurately located by the Contractor.

SECTION 43. DRAWINGS AND SPECIFICATIONS.

- A. **Drawings and Specifications:** The general character and scope of the Work are illustrated by the drawings and specifications. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work. If the Contractor deems additional detail or information to be necessary, Contractor may request the same in writing from County. The Contractor shall carry out the Work in accordance with the drawings and specifications and any additional detail drawings and instructions as issued by County. However, Contractor shall immediately notify County of any discrepancies in such drawings and/or specifications and confirm such notice in writing within five (5) calendar days.
- B. **Discrepancies in Drawings:** In case of difference between small and large scale drawings, the large scale drawings shall govern, unless otherwise directed in writing by County.
- C. **"Similar":** Where the word "similar" appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.
- D. **Division of Specifications:** The specifications are divided into several parts for convenience only, since the entire specifications must be considered as a whole. The

divisions of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade. The Contractor shall be responsible for the coordination of the trades, subcontractors, and vendors engaged upon this Work.

- E. **Dimension Accuracy:** Measurements or dimensions shown on the drawings for site features, utilities, and structures shall be verified at the site by the Contractor. The location of underground utilities indicated on the plans is diagrammatic, plotted from available records and field survey information, and shall be considered approximate only, and the County makes no representations with regard to their accuracy. The Contractor shall not scale measurements or dimensions from the drawings. Where there are discrepancies, County shall be consulted. Where new work is to connect to, match with, or be provided for existing work, the Contractor shall verify the actual existing conditions and related dimensions prior to ordering or fabrication, so that such new work will properly fit with existing work.
- F. **As-Built Drawings:** The Contractor shall maintain at the site for the County one copy of all drawings, specifications, addenda, approved shop or setting drawings, change orders, field deviations, and other documents or modifications (referred to herein as "As-Built Drawings") in good order and marked to record all changes as they occur during construction. These shall be available to County, the Project Inspector, and the County's testing personnel. These "As-Built Drawings" shall be neatly and clearly marked in color during construction to record all variations from the drawings made during construction. The representation of such variations shall include such supplementary notes, symbols, legends, documents, and details as may be necessary to clearly show the as-built construction.
- G. **Record Drawings:** Upon completion of the Work and prior to Final Acceptance, the Contractor shall deliver to County, for preparation of the Record Drawings, one complete set of "As-Built Drawings" and documents referred to in Section 10.6.

SECTION 44. SCHEDULE OF THE WORK.

- A. **Scheduling:** The Contractor is responsible for the sequencing, scheduling, and coordinating of the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor is responsible for coordinating Contractor's work on the Project with any other work being carried on by the County or by other County consultants or contractors at the site or for the Project. The Contractor shall prepare and submit to County a schedule for accomplishing the Work based upon the completion time stated in the Contract and submit such to County at the pre-construction conference. No progress payments will be made to the Contractor until after Contractor has submitted a schedule which is acceptable to County. All schedules under Section 11 shall be in both paper and electronic form unless otherwise directed by County.
- B. **Progress:** The Contractor shall review the progress of the Work not less than each month, but as often as necessary to properly manage the project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including

extensions of time. The Contractor shall evaluate this information and update the schedule monthly to finish within the contractually allowed time. The Contractor shall submit the updated schedule with each progress payment request. The scheduled completion date shall be within the period of time allowed by the Contract for completion of construction, except as amended by any Change Orders.

C. Delay and Recovery Schedule: Should there be any delay; County may require the Contractor to prepare, at no extra cost to the County, a plan of action and a recovery schedule for completing the Work by the contractual completion date.

a. The plan of action and recovery schedule shall set forth how the Contractor intends to comply with the original schedule. The plan of action and recovery schedule, when required, shall be submitted and approved by County prior to Contractor's submission of the next monthly construction estimate. The County may withhold progress payments until such schedule is submitted and approved.

SECTION 45. CONSTRUCTION SUPERVISION.

The Contractor shall be solely responsible to supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor is solely responsible to the County that the finished Work complies with the Contract Documents. The Contractor shall be solely responsible for health and safety precautions and programs for its workers, and subcontractors, agents and assigns with the Work. No inspection by, knowledge on the part of, or acquiescence by the County, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or responsibility for health and safety programs and precautions.

SECTION 46. STANDARDS FOR MATERIAL INSTALLATION AND WORKMANSHIP.

A. Material and Equipment: Unless otherwise specifically provided in this Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition. The Contractor shall furnish to County for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. Machinery, equipment, material, and articles installed or used without required approval may be subject to subsequent rejection by the County.

B. Hazardous Substances: Unless specifically approved by the County or required by the specifications, the Contractor shall not incorporate any material into the Work that contains asbestos or any material known by the Contractor to contain a substance known to be hazardous to health when the building and/or site is occupied by the County. If the Contractor becomes aware that a material required by the specifications contains asbestos or other hazardous substances, it shall notify the County and County immediately and shall take no further steps to acquire or install any such material

without first obtaining County approval. (See also Sections 2.2 and 8.3 of these General Conditions.)

- C. **Workmanship:** The workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by workers skilled in the particular task to which they are assigned. In the acceptance or rejection of work, no allowance will be made for lack of skill on the part of workers. Poor or inferior workmanship (as determined by County, or other inspecting authorities) shall be removed and replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the County, or other inspecting authority, at the Contractor's sole expense.
- D. **Instructions for Installation:** Under the various sections of the specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the drawings or specifications, in which case County will be notified by Contractor for an interpretation and decision.
- E. **Installation Procedures Without Instructions:** Where neither the manufacturer's printed instructions are available for installation of specific items, nor are specific code or standards given by reference to govern the installation of specific items; and where there is doubt concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult County for approval of the installation procedures Contractor proposes to follow or the specific standards governing the quality of workmanship Contractor proposes to maintain during the installation of the items in question.
- F. **Codes and Standards:** Under the various sections of the specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the National Fire Protection Association (NFPA), the current edition of the Virginia Uniform Statewide Building Code (USBC) and its referenced technical codes and standards, Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by its trade and/or that are applicable to the Work.

SECTION 47. SUBMITTALS.

- A. **General:** The Contractor shall submit for the approval of County all documents and/or materials required by the solicitation or requested by County. All such submissions shall be made with such promptness as to cause no delay in this or any other part of the project, and to allow reasonable time for checking, correcting, resubmitting, and re-correcting. No part of the Work dealt with by a submittal shall be fabricated by the

Contractor, save at Contractor's own risk, until such approval has been given. The Contractor shall maintain one (1) set of approved submittals at the jobsite at all times.

- B. **Format:** Submissions shall be made in such number of copies that two (2) approved copies may be retained by County. Each submission shall be accompanied by a letter of transmittal listing the contents of the submission and identifying each item by reference to specification section or drawings. All submittals shall be clearly labeled with the name of the project and other necessary information. Catalog plates and other similar material that cannot be so labeled conveniently, shall be bound in suitable covers bearing the identifying data.
- C. **Supporting Material:** Submissions shall be accompanied by all required certifications and other such supporting material and documents, and shall be submitted in such sequence or in such groups that all related items may be checked together. When submittals cannot be checked because the submission is not complete, or because submittals on related items have not been received, then such submittals will be returned without action or will be held, not checked, until the material which was lacking is received.
- D. **Coordination:** Contractor shall review and coordinate with all other related or affected work before they are submitted for approval, and shall bear the Contractor's certification that it has checked and approved them as complying with the information given in the Contract Documents. Submittals made without such certification and coordination will be returned to the Contractor without action, and will not be considered a formal submission. The Contractor shall be responsible for checking all dimensions and coordinating all material and trades to ensure that the material proposed will fit in the space available and be compatible with other material provided.
- E. **Variations:** If the submissions show variations from the Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in Contractor's letter of transmittal so that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such submittals have been approved.
- F. **"Or Equal":** The drawings and/or specifications may indicate that County designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations, and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the sole responsibility of the Contractor and shall be made at no extra cost to the County. This naming of a particular product, around which the plans were designed or detailed, is not intended to preclude the use of other products or favor the product named when a "brand name or equal" specification has been used. (See also Section 10 of Instructions to Bidders.) Rather it is only intended to acknowledge the reality that in many instances County must design around the dimensions and characteristics of a particular product.

G. Review by County: County will review and respond to the submittals within a reasonable time. Checking and/or approval of submittals will be for general conformance with the design concept of the project and compliance with the information given in the Contract Documents, and will not include verification of quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from Contract requirements, authorizing any increase in price or time for completion or relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist.

H. The Work shall be in accordance with approved submittals.

SECTION 48. INSPECTION AND INDEPENDENT TESTING.

A. Inspection and Testing: All material and workmanship shall be subject to inspection, examination, and testing by County at any and all times during manufacture and/or construction. County shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be corrected to the satisfaction of the County, and rejected material shall be replaced with proper material that is satisfactory to the County, without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, and/or may terminate the right of the Contractor to proceed as provided in Sections 26 or 27 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided for in those Sections.

B. Payment for Inspection, Testing, and Certification:

- i. Jobsite inspections, tests conducted on site, or tests of material gathered on site which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the County. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and material necessary for making such tests. Except as provided in Section 15.3 below, whenever such examination and testing finds defective material, equipment, or workmanship, the Contractor shall reimburse the County for the cost of reexamination and retesting.
- ii. Although conducted by independent testing entities, the County will not contract and pay for tests or certifications of material, manufactured products or assemblies which the Contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards by entities such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they shall be paid by the Contractor.
- iii. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires it to perform or pay, together with any inspections and tests which it chooses to perform for its own quality control purposes.

C. **Examination of Completed Work:** Should it be considered necessary or advisable by County at any time before final acceptance of the entire Work to examine any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor, and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or its Subcontractors, Contractor shall pay for all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and it shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time.

D. **Suspension of Work:** The County may suspend the Work when in its judgment the drawings and specifications are not being followed. Any such suspension shall be issued in writing and continued only until the matter in question is resolved to the satisfaction of the County. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

E. **Project Inspector:** Failure of the Project Inspector to note or require correction of improper or defective work does not relieve the Contractor from its responsibility to correct such improper or defective work. The Project Inspector has no authority to and shall not:

- i. Enter into the area of responsibility of the Contractor's superintendent;
- ii. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;
- iii. Authorize or suggest that the County occupy the project, in whole or in part; or
- iv. Issue a certificate for payment.

SECTION 49. USE OF PREMISES AND REMOVAL OF DEBRIS

Jobsite Coordination: The Contractor shall perform the Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any other contractor.

Storage of Material: The Contractor shall store apparatus, material, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its Work or the work of any other contractor.

Jobsite Appearance: The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by his operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on the building site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

Final Cleaning: The Contractor expressly undertakes, either directly or through its Subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition, to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatter and other defacements. If a Contractor fails to clean up at the completion of the Work, the County may do so and charge for costs thereof to the Contractor in accordance with these General Conditions.

Erosion Control: During and at completion of the Work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carried by water from the site, and the blowing of dust or debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents.

SECTION 50. DAMAGES TO THE WORK AREA

- A. **Damage to the Work:** The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any of the damages hereafter mentioned, and to any property in the vicinity of the Work, until its completion and acceptance by County.
 - i. Where the work involves alterations, renovations, or modifications to any existing building, the Contractor shall familiarize itself with the structural condition of such building before proceeding with any work. It shall be the Contractor's responsibility to take all necessary safeguards to protect and maintain all parts of the building in a safe condition at all times during the process of construction and to protect from damage those portions of the building that are to remain.
 - ii. Under no condition shall any load be placed on any part of a building, whether new or existing, in excess of the load the structure will safely support, and no structural member(s) shall be cut or altered without the written consent of County.
 - iii. The Contractor shall conduct all operations in such a manner as to avoid damage to existing work and surfaces within any existing building that are to remain. Any and all damaged work and surfaces shall be repaired, replaced, or restored to their original condition at the time when this work was started, and the expense of such work shall be borne by the Contractor.
- B. **Damage to Utilities:** The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to any adjustment of utilities, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Code of Virginia.
 - a. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.
- C. **Relocation of Utilities:** Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work

and to contact and cooperate with the respective Utility Company in performance of such operations.

- D. **Damage to Other Work and Existing Structures:** The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Damage to concrete curbs, gutters, sidewalks, or any existing facility that may occur during the construction shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of County.
- E. **Weather Damage:** Damage with respect to the Work caused by the weather shall be the responsibility of the Contractor.
- F. **Blasting:** Any damage that may occur due to blasting shall be the sole responsibility of the Contractor.

SECTION 51. CHANGES IN THE WORK

- A. **Changes in Drawings and Specifications:** The County reserves the right to make such changes in the drawings and specifications and in the character of the Work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract and Bonds. Such changes shall be issued in writing, by County to Contractor.
- B. **Changes in Quantities:** The County reserves the right to make changes in the quantities of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or Bonds. The Contractor shall perform the Work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Payment to the Contractor for the changes in the quantities of work shall be made only for the actual quantities of work performed and material furnished at the unit prices set forth in the Contract, except as provided below.
 - i. When the quantity of work to be done or of material to be furnished under any item of the Contract is more than 125 percent of the quantity stated in the Contract, either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125 percent of the quantity stated in the Contract.
 - ii. When the quantity of work to be done or of material to be furnished under any item of the Contract is less than 75 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the Work performed.
 - iii. Any consideration after that as set forth above shall be paid for as is hereinafter provided under Section 19.7. The foregoing notwithstanding, the quantity of work to be done or of material to be furnished under any item of the Contract, or the total original Contract shall not be increased more than 25 percent or reduced

by more than 25 percent without the written consent of the Contractor and County.

C. Changes in the Work: No change with respect to the Work, except in an emergency situation threatening life or property, shall be made by the Contractor without the prior written approval of the County. The Contractor shall deliver any request for a change in the Work, Contract price, and/or completion time in writing to County within ten (10) calendar days of the occurrence requiring the change. The Contractor shall be required to certify the cause of the change order and, if appropriate, length of time involved. Payment for such changes approved by County shall be as set forth in Section 19.7. This written request is a condition precedent to the consideration of any such request by the County.

D. Delays:

- i. In the event a delay is caused by the County, any other separate contractor employed by the County, or any party for whom the Contractor deems the County responsible, or the agents and employees of any of them, the Contractor shall inform the County immediately at the time of the occurrence by the fastest means available and shall give written notice within a reasonable time, not to exceed ten (10) calendar days. The Contractor's notice to County shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Contractor's work schedule to the fullest extent possible. The County will, within a reasonable time, not to exceed ten (10) calendar days, respond to the Contractor's notice with a resolution, remedy, or direction to alleviate the delay or with a notice rejecting the claim for delay alleged to be caused by the County or parties for whom the County is responsible. If the delay is not then resolved, the Contractor may then submit a request for change order in accordance with Sections 19.3 and 19.5. In the event of other delays, the Contractor shall give the County written notice within ten (10) calendar days of the occurrence causing the delay.
- ii. No extension of time or compensation shall be allowed for a delay if the Contractor failed to give notice in the manner and within the time prescribed in Subsection 19.4 (a). Furthermore, no extension of time shall be given or additional compensation allowed for any delay unless a claim is made in writing to the County, within ten (10) calendar days of the occurrence causing the delay. The claim shall state the cause of the delay, the number of days of extension requested, and any compensation requested by the Contractor. The Contractor shall report the resumption of work to the County not less than ten (10) calendar days after work resumes. Failure to give notice of either the inception or the termination of the cause of delay or failure to present a claim for extension of time and/or monetary compensation within the times prescribed are conditions precedent to the assertion of any such claims by Contractor and shall constitute a waiver by Contractor of any such claims for compensation or extension based upon that cause.
- iii. Requests for compensation for delays must be substantiated by itemized data and records clearly showing that the work delayed was progressing according to the approved schedule and that the costs are directly attributable to the delay in

the Work claimed. The Contractor shall provide written schedules demonstrating how the Work being delayed affects the approved schedule.

iv. No extension of time, additional compensation, or change in the Contract price shall be allowed for any delays caused in whole or in part by the Contractor, any subcontractors, or any supplier. (For unavoidable justified delays, see Section 19.9 of these General Conditions.)

E. Change Orders: All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. Any change or requested change in the Contract price shall also be included in the change order. The Contractor must provide written justification for an extension of the Time for Completion to County and to the County. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. When a Critical Path Method (CPM) schedule is required by the Contract, or is used for the convenience of the Contractor, no increase to the Time for Completion shall be allowed unless, and then only to the extent that, the additional or changed Work increases the length of the critical path. Approved increases in time required to complete the Work shall be added to the Time for Completion. Decreases in time as a result of the change order shall be demonstrated by a decrease in the critical path of the work if CPM scheduling is properly used and updated by the Contractor. If not, the County shall determine the appropriate decrease by the best means possible. Approved decreases in the time needed to complete the Work shall be deducted from the Contract completion date. The change to time or Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the project. Failure to include a change to time and/or Contract price in a change order shall waive any claims the Contractor may have for any change to the time and/or Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. Such a determination may be postponed not more than forty-five (45) calendar days to give the Contractor an opportunity to demonstrate a change in the time and/or price needed to complete the Work. However, the Contractor shall continue with the Work as may be directed by County and shall not stop work on the Project unless directed to do so by County.

F. Extra Work: The County reserves the right to make alterations or changes in the Work as the Work progresses. When any work is necessary to the proper completion of the project which was not provided for in the Contract, the Contractor shall do such work, but only when and as ordered in writing by County. Payment for such extra work shall be made as hereinafter provided in Section 19.7.

G. Payment Methods for Extra Work: The extra work done by the Contractor as authorized and approved by County shall be paid for in the manner hereinafter described; and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, material, tools, equipment, incidentals, all superintendents' and timekeepers' services, all insurance, bonds, and all other reasonable overhead

expenses incurred in the performance of the extra work. Payment for extra work may be made by one of the following methods, as agreed on in writing by County and the Contractor before said extra work is commenced, subject to all other conditions of the Contract:

- i. Unit prices; or
- ii. Lump sum price; or
- iii. The cost of change in work plus ten percent (10%) of allowable costs. Allowable costs for purposes of this paragraph shall only include labor, material, sales tax, the rental of power tools and equipment actually used, or a reasonable price for the use of power tools and equipment owned by the Contractor based upon their life expectancy and purchase price, utilities, pro rata charges for foremen, and all payroll charges such as employer's FICA contribution, Public Liability and Workers' Compensation Insurance, but only if all such costs are incurred as the direct result of the changes in the Work. The change in cost for labor and material bonds and for performance bonds relative to the value of the extra work shall be allowable cost but shall not be marked up. If any subcontractor at any tier does all or part of the Work, the subcontractor's markup on that Work shall be fixed at fifteen percent (15%) of the allowable cost as defined herein.

H. Disputed Claims for Extra Work: If one of the payment methods set forth in Section 19.7 is not agreed on by County, the County may retain either an independent contractor to perform such extra work or use its own forces to perform such extra work and the Contractor shall cooperate fully with the independent contractor or County in its performance of the extra work. However, County may also direct Contractor to perform such extra work and any dispute will be handled as set forth in Section 31 of these General Conditions.

I. Change in Contract Time or Contract Price: The Contractor may request an extension of time or change in the Contract price should the Work be obstructed or delayed by any justified unavoidable delays not caused in whole or in part by the Contractor, any subcontractor, or suppliers. However, delays caused by weather conditions will not be considered justified unavoidable delays unless they are caused by unusual weather as set forth in Section 4.2 of the Instructions to Bidders, in which case only an extension of time may be considered by County, but no additional compensation will be allowed for unusual weather. Furthermore, Contractor agrees that for any delays not caused by the County or any delays beyond the control of the County, no additional compensation will be due the Contractor and no change in the Contract price will be allowed by the County, only an extension of the Contract time will be considered by the County. The Contractor shall deliver requests for changes in the Contract price and/or completion time in writing to County within ten (10) calendar days of the occurrence requiring the change. Approved changes that alter the time of the Contract shall extend the completion time by a period equivalent to the certified time lost by such occurrence. No change in Contract price and/or completion time shall be allowed if the above notice has not been properly given, such notice being a condition precedent to any such request by the Contractor. However, the Contractor shall continue with the Work as may be directed by County and shall not stop work on the Project unless directed to do so by County.

SECTION 52. PAYMENT FOR WORK

- A. Monthly Construction Estimates:** Monthly construction estimates shall be submitted to County, once every thirty (30) calendar days.
- B. Preparing Progress Payment Requests:** In preparing construction estimates, the Contractor may request a progress payment based on the actual percentage of work completed during the preceding month. The estimate shall contain a breakdown of the total Contract amount; to include a separate breakdown of all approved change orders, into principal items of construction, showing the estimated quantity, unit price, and total for each item. In preparing progress payment requests, the material delivered on the site and preparatory work done may be taken into consideration, if properly documented, or as may be required by County so that quantities can be verified. In addition to material delivered on the site, material such as large pieces of equipment and items purchased specifically for the project, but stored off the site, may be considered for payment, provided prior written approval is given by County.
- C. Progress Payments:** The County will make a progress payment to the Contractor on the basis of a duly certified and approved progress payment request for the work performed under the Contract. In the event that the County disagrees with the monthly construction progress payment request submitted by the Contractor, or in the event the As-Built Drawings are not being kept current, the County may withhold all or a portion of the progress payment until such dispute is resolved to the satisfaction of the County. If there are any objections or problems with the progress payment request, the County will notify the Contractor of such matters. If the progress payment request is approved by the County, payment will be made by the County to the Contractor not more than thirty (30) calendar days after such request has been approved. However, if there is an objection or problem with a progress payment request, the Contractor shall continue with the Work as may be directed by County and shall not stop work on the Project unless directed to do so by County. Any such disputes shall be handled as set forth in Section 31 of these General Conditions.
- D. Retainage:** To ensure proper performance of the Contract, the County shall retain, unless stipulated otherwise, five percent (5%) of each progress payment until Final Acceptance of all work covered by the Contract. The Contractor may request that such retainage be paid into an escrow account on certain Contracts, pursuant to Section 2.2-4334 of the Code of Virginia. (See also Sections 6.2 and 14.6 of Instructions to Bidders.)
- E. Ownership of Material and Work:** All material and work covered by progress payments shall become the property of the County. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed work and to repair all damaged work. The Contractor shall not deem a progress payment as a waiver to complete the terms of the Contract or shift the risk of loss from the Contractor to the County. The Contractor warrants that Contractor has good title to all material, equipment, and supplies which Contractor uses in the Work or for which Contractor accepts payment in whole or in part.

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

G. Final Payment: Within thirty (30) calendar days after the Final Acceptance of the Work, the County shall pay the Contractor the Final Payment, less all prior payments, damages, setoffs, liquidated damages, any amounts withheld from retainage, or any other amounts Contractor may owe the County for any reason whatever.

H. Payment and Acceptance: No payment, final or otherwise, nor partial or entire use, occupancy, or acceptances of the Work by the County shall be an acceptance of any work or material not in accordance with the Contract, nor shall the same relieve the Contractor of any responsibility for any faulty material or workmanship or operate to release the Contractor or its surety from any obligation under the Contract or the Performance Bond or the Labor and Material Payment Bond.

I. Right to Audit: The Contractor agrees that the County, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, records, schedules and electronic data of the Contractor which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, copies or transcriptions and that Contractor will provide copies of such items to County upon County's request, at no cost to County.

SECTION 53. LIQUIDATED DAMAGES

If liquidated damages are provided by the Contract, the following provisions shall apply:

- i. Subject to the provisions of the General Conditions granted for extension of time allowed for completion of the Work, if the Work is not substantially completed by the date required in the Contract, the Contractor shall owe to the County, not as a penalty but as step one liquidated damages, the sum stated in the Contract for step one liquidated damages for each and every calendar day of delay in substantial completion.
- ii. Once the Work is substantially complete, the accrual of step one liquidated damages shall stop and the Contractor shall have thirty (30) calendar days in which to achieve Final Acceptance of the Work.
- iii. If Final Acceptance of the Work is not achieved by the thirtieth (30th) calendar day after substantial completion, and if any extension of time is not granted by the County, the Contractor shall owe to the County, not as a penalty but as step

two liquidated damages, the sum stated in the Contract as step two liquidated damages for each and every calendar day of delay in Final Acceptance. All such liquidated damages set forth in this Section 21 are in addition to any other damages the County may be entitled to recover from the Contractor.

SECTION 54. INSPECTION FOR SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

- A. **Substantial Completion:** The Contractor shall notify the County, in writing, that the Work will be ready for inspection to determine if it is substantially complete and ready for testing on or after a certain date, which date shall be stated in the notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through County. Inspection and testing shall take place at a time mutually agreeable to the Contractor and County. The inspection shall determine if substantial completion has been accomplished. If so, County will issue a Certificate of Substantial Completion and attach a written list of unfinished Work and defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Acceptance.
- B. **Request for Final Acceptance:** The Contractor shall notify County, in writing, that the Work will be ready for final inspection and testing on or after a certain date, which date shall be stated in the notice. That inspection and any necessary testing shall be conducted in the same manner as the inspection for substantial completion. When the Work is finally and totally complete, including the elimination of all known deficiencies, the Work shall be finally accepted by the County and final payment shall be made in accordance with Section 20.7 of these General Conditions.
- C. **Final Inspection:** County will conduct the final inspection, and may elect to have other persons of its choosing also participate in the inspection. If re-inspection is required, the Contractor shall reimburse the County for all costs of re-inspection or, at the County's option, the costs may be deducted from payments due to the Contractor.
- D. **As-Built Drawings:** No Contract retainage will be released prior to receipt of all approved As-Built Drawings.
- E. **Final Acceptance:** Upon successful completion of the final inspection and all Work required by the Contract, including but not limited to the delivery of the following documents and items; As-Built drawings, operation and maintenance manuals, written warranties, Certificate of Substantial Completion, Affidavit of Payment of Claims, and MBE/WBE/SB/VB Usage Status Form, County will furnish a written Certificate of Final Acceptance of the Work to the Contractor. County may accept the Work for occupancy or use while asserting claims against the Contractor, disputing the amount of compensation due to the Contractor, disputing the quality of the Work, its completion, or its compliance with the Contract Documents, and the like.
- F. **Release By Contractor:** The acceptance by the Contractor of the final payment or a payment designated as such shall be and does operate as a release by the Contractor of all claims by the Contractor against County and of all other liability of the County to the

Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 55. GUARANTEE OF WORK

- A. **Two Year Warranty:** The Contractor does warrant and guarantee the Work against defects or deficiencies in the Work and in all material, equipment, and workmanship for a period of two (2) years from the date of Final Acceptance.
- B. **Defective Work:** The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of County, any work, material, equipment, or part that is found, by County, to be defective.
- C. **Repairs:** If, within any guarantee period, defects are noticed by County which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the determination of County rendered necessary as the result of the use of material, equipment, or workmanship which is defective, inferior, or not in accordance with the terms of the Contract, then the Contractor shall, promptly upon receipt of notice from County, such notice being given not more than four weeks after the expiration of any such guarantee period, and without any expense to the County:
 - i. Place in satisfactory condition all guaranteed work and correct all defects therein; and
 - ii. Make good all damage to the structure, site, equipment, or contents thereof, which in the determination of County is the result of the use of material, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - iii. Make good any work or material or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.
- D. **Warranty Extension:** In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages or repairs any work guaranteed under the Contract, Contractor shall restore such work to a condition satisfactory to County and guarantee such restored work to the same extent and for a like additional period of time as it was originally guaranteed under this Contract.
- E. The Design-Builder agrees to assign to Roanoke County at the time of final completion of the Work all manufacturer's warranties relating to equipment, materials, and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. If necessary as a matter of law, the Design-Builder may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of Substantial Completion.
- F. **Correction of Defects:** If the Contractor, after notice, fails to proceed promptly, but in no event longer than thirty (30) calendar days after such notice, unless otherwise agreed to by County, to comply with the terms of the guarantee and/or correct the Work, the

County may have the defects corrected by its own forces or another contractor and the Contractor and its surety shall be liable for all costs and expenses incurred in doing so.

G. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or the law of Virginia, including liability for defective work.

SECTION 56. STOP WORK ORDER

In the event that conditions exist such that no work can or should continue, other than the routine closing of the site, the Contractor may submit to County a request to stop work or County on its own may issue a Stop Work Order. County designee will, if he/she approves the request or issues the order himself/herself, deliver a written "Stop Work Order" to the Contractor stipulating the effective date and the Contract time remaining. The Work, other than the routine closing of the site, and Contract time shall not again be started until a written "Resume Work Order" is received by the Contractor from County. When the Work is stopped at the request of the Contractor and through no fault of the Contractor, the Contractor may only recover from the County payment for the cost of the Work actually performed, together with reasonable overhead and profit thereon up to that time, but profit shall be recovered only to the extent that the Contractor can demonstrate that it would have had profit on the entire Contract if it had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed, including, but not limited to, home office overhead or any other such costs. The Contractor may also recover the actual cost of physically closing down the jobsite, but no other costs of the Stop Work Order. The County may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall the Stop Work Order to the Contractor relieve in any way the obligations of the Contractor's surety on its payment and performance bonds. When work is stopped by County due to any fault of the Contractor, the Contractor may not recover any of the above costs or items or any other costs, profits, expenses, or damages of any type.

SECTION 57. TERMINATION OF CONTRACT FOR CAUSE

A. **Termination for Cause:** If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper material, or if it should fail to make prompt payment to subcontractors or suppliers of material or labor, or disregard laws, ordinances, or the written instructions of County, or otherwise fails to comply with any of the terms or provisions of this Contract including, but not limited to, poor services, deficient work or material, the County may terminate this Contract. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

B. **Possession of Work:** Upon termination of the Contract, the County may take possession of the premises and of all material, tools, and appliances thereon and finish the Work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment of any type. If the expense of finishing the Work, including compensation for additional managerial and

administrative services, shall exceed the unpaid balance of the Contract price, the Contractor shall pay the difference to the County, together with any other cost or expenses of terminating the Contract and having it completed by others, together with any and all other damages County may be entitled to from the Contractor.

SECTION 58. TERMINATION FOR CONVENIENCE OF COUNTY

A. **Termination for Convenience:** The County, at its discretion, may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor 7 days written notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the jobsite all of its labor forces, equipment, and material as County elect not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require assigning to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction; the Contractor shall receive as full compensation for termination and assignment only the following:

- i. All amounts then otherwise due under the terms of this Contract for actual work performed and approved by County; and
- ii. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage, other than those provided by the preceding sentence, including any on site or home office overhead. Upon payment of the foregoing, County shall have no further liabilities or obligations to Contractor of any nature.

B. **Termination Effect on Surety:** In no event shall termination for the convenience of the County terminate the obligation of the Contractor's surety on its payment and performance bonds.

SECTION 59. PRECONSTRUCTION CONFERENCE

County shall notify the Contractor as to the location, date, and time of a preconstruction conference to confirm procedures for processing construction estimates for payment and related submissions and to discuss other matters pertaining to scheduling and execution of the Work.

SECTION 60. PROJECT SIGN(S)

The Contractor shall supply, erect, and maintain Project Sign(s) in accordance with the County of Roanoke Standard Detail. The sign(s) shall be located as directed by County. The Contractor shall not display any other signs or advertisements.

SECTION 61. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Consultant)

By _____

Printed Name and Title

Roanoke County Board of Supervisors

By _____

Printed Name and Title

Approved as to execution:

County Attorney/Assistant County Attorney

CONTRACT 2021-036
BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]
FOR CONSTRUCTION OF A MOUNTAIN BIKE SKILLS PARK AT ROANOKE
COUNTY'S EXPLORE PARK

EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

REFERENCE: IFB # 2021-036

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Contractor confirms to the County that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 1. The County and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

2. ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional

insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

C. The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as an additional insureds on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

1. Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

2. Commercial General Liability - Combined Single Limit

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury

- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

3. **Business Automobile Liability** – including owned, non-owned and hired car coverage
 - Combined Single Limit - \$1,000,000 each accident

4. **Additional Insurance Requirements**

Additional specific insurance coverage minimum requirements to be provided by Contractor may include the following as detailed in the Supplemental General Conditions:

- a. **Builders Risk:** At the discretion of the County, the Contractor, at its cost, shall obtain and maintain in the names of the County and the Contractor "all-risk" builders risk insurance (if approved by the County) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto or those that are "off-site" but which are intended for use thereon, to one hundred percent (100%) of the completed value thereof.
- b. **Property Coverage:** Installation Floater (and Rigger's Form, if applicable) will be required for the installation of contents or equipment; coverage will begin with supplier and continue until equipment/contents have been fully installed. Floater will be valued for the replacement cost value of equipment/contents including all costs. The Contractor shall provide coverage for portions of the work stored off-site after written approval of the County at the value established in the approval and for portions of the work in transit.
- c. **Special Hazards:** In the event special hazards are evident in the work contemplated, or if required by the Contract Documents, the Contractor shall obtain and maintain during the life of the Contract a rider to the policy or policies required, in an amount not less than \$2,000,000. Should any unexpected special hazards be encountered during the performance of this Contract that could not have been reasonably foreseen, the Contractor shall, prior to performing any work involving the special hazard, immediately obtain this insurance as instructed by the County. In the event the special hazard requiring the additional coverage was not a part of the original bid, the expense of such insurance shall be reimbursed to the Contractor by the County, otherwise the Contractor shall assume full responsibility for the purchase with no charge back to the County.
- d. **Deductible:** Deductible/self-insured retention amounts shall be reduced or eliminated upon written request from County. The insurer's cost of defense (and appeal), including attorney's fees, shall not be included within the coverages provided but shall remain the insurer's responsibility.
- e. **Term:** Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.
- f. **Limit of Liability:** Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance

carriers. County does not in any way represent that the coverage's or the limits of insurance specified is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. The obligation of the Contractor to purchase insurance herein shall not in any way limit the obligation of the Contractor in any event and/or in the event that the County should suffer an injury or loss in excess of the amount recoverable through insurance.

i. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County or School Division's sole negligence."

D. Contracts of \$100,000 or More: The following minimum insurance requirements apply in addition to the above requirements:

1. Limits of Liability: For the Commercial General Liability policy:

- a. \$1,000,000 each occurrence including contractual liability for specified agreement occurrence
- b. \$2,000,000 General Aggregate (other than Products/Completed Operations)
- c. \$2,000,000 General Liability-Products/Completed Operations
- d. \$1,000,000 Personal and Advertising injury
- e. \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage.

Coverage is to be written on an "occurrence" and "per project" basis and such coverage shall include:

2. Umbrella Liability Insurance:

This coverage shall be written for minimum limit of:

- a. \$5,000,000 each occurrence for Personal and Bodily Injury and Property Damage

This Policy shall apply in excess and follow form of employer's liability, commercial general liability, and auto liability. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$5,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke

County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

E. Contracts Less Than \$100,000: The following minimum insurance limits apply unless specified otherwise in the Supplemental General Conditions:

1. Limits of Liability: For the Commercial General Liability policy:
 - a. \$1,000,000 each occurrence including contractual liability for specified agreement occurrence
 - b. \$1,000,000 General Aggregate (other than Products/Completed Operations)
 - c. \$1,000,000 General Liability-Products/Completed Operations
 - d. \$1,000,000 Personal and Advertising injury
 - e. \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage.

F. Proof of Insurance Coverage: The policies of insurance required by Sections 4.1, 4.2, or 4.3 shall be provided by a carrier(s) rated "Excellent" by A.M Best, licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

1. The Contractor shall furnish the County with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, deductible, and the amount insured for property coverage's and the limits for liability coverage's.
2. The Contractor shall notify County and Risk Manager in writing within thirty (30) consecutive calendar days if any of the insurance coverage's or policies are cancelled or materially altered and Contractor shall immediately replace such policies and provide documentation of such to County and Risk Manager.
3. The required insurance policies and coverages, excluding those for Workers' Compensation and Professional Liability, shall name the County of Roanoke, its governing body, officers, agents, volunteers and employees as additional insured and the certificate of insurance shall show if the policies provide such coverage. Waiver of subrogation is required with respect to any policy of workers' compensation and employers' liability insurance required under this Section. The certificate of insurance shall show if the policies provide such waiver. Additional insured and waiver endorsements shall be received by the County's Risk Manager from the insurer with the certificate of insurance unless the County's Risk Manager agrees to another process. The County's Risk Manager may approve other documentation of such insurance coverages.
4. Insurance coverage shall be in a form and with an insurance company approved by the County which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
5. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
6. The certificate holders on the Accord form Certificates of Insurance shall be:
Roanoke County Board of Supervisors

5204 Bernard Drive, Suite 300F
Roanoke, VA 24019-0798
Attn: Purchasing Dept.

- G. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract
- H. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County or School Division's sole negligence."
- I. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor for default.
- J. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor's interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.
- K. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- L. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.
- M. The certificate holders on the Accord form Certificates of Insurance shall be:

Roanoke County Board of Supervisors

5204 Bernard Drive, Suite 300F
Roanoke, VA 24019-0798
Attn: Purchasing Dept.

N. Claims Made Policies

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
2. Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

BOND REQUIREMENTS SECTION

- A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
2. A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
3. The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
4. In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
5. Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
 - a. Performance bond in the sum of the contract amount.
 - b. Payment bond in the sum of the contract amount.
6. Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
7. In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

END

CONTRACT 2021-036
BETWEEN COUNTY OF ROANOKE AND VENDOR NAME
FOR CONSTRUCTION OF A MOUNTAIN BIKE SKILLS PARK AT ROANOKE
COUNTY'S EXPLORE PARK

EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE

REFERENCE: IFB# 2021-036

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

Scope of Work as defined by IFB 2021-036, to include all specifications and plans included therein.

[**SP0F0-000130-00**](#)

May 1, 2012; Reissued July 12, 2016
FHWA-1273 (Electronic Version)

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The Contractor (or Subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The

prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the Contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the Contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the Contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended

(29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the Contracting Officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
 - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. **Assurance Required by 49 CFR 26.13(b):**
 - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the Contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
 - a. The records kept by the Contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (II) The classification is utilized in the area by the construction industry; and
- (III) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.
 - (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
 - a. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLetting OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the Contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the Contracting Officer determines is necessary to assure the performance of the Contract.
4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Contracting Officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Contracting Officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps,

specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the Contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the

prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

GENERAL NOTES

PRE-CONSTRUCTION MEETING AND CONSTRUCTION COMMENCEMENT:

- All construction methods and materials shall conform to the Construction Standards and Specifications of Roanoke County, the Western Virginia Water Authority, and the Virginia Department of Transportation.
- Stormwater Management Agreement with an attached 8 1/2" x 11" or 8 1/2" x 14" plat must be approved and recorded prior to the pre-construction meeting.
- Once all required items are submitted to Roanoke County, the developer must contact the Development Review Coordinator to indicate that a pre-construction meeting needs to be scheduled. The pre-construction meeting will be scheduled with the owner/developer two (2) working days later.
- All land disturbing projects that require approval of an erosion and sediment control plan, grading or clearing permit shall require that the applicant provide the name of an individual who will be responsible for land disturbing activities and that this individual hold a Responsible Land Disturber (RLD) Certificate from the Department of Environmental Quality. The Responsible Land Disturber can be anyone from the Project team that is certified by the Commonwealth of Virginia to be in charge of carrying out the land disturbing activity for the project.
- It is the responsibility of the owner/developer to notify the certified Responsible Land Disturber and the Utility Contractor to attend the pre-construction meeting.
- The Development Review Coordinator will schedule the pre-construction meeting with the County Review Engineer, the County Inspector, and the Western Virginia Water Authority and the Town of Vinton Public Works Department if applicable.
- An approved set of plans, Storm Water Pollution Prevention Plan (SWPPP), VSMP coverage letter, and all permits must be available at the construction site at all times.
- The developer and/or contractor shall supply all utility companies with copies of approved plans, advising them that all grading and installation shall conform to approved plans.
- The project engineer will inform the owner/developer verbally and in writing of the County's obligation to perform inspections on site. Everyone in the meeting will be required to sign a pre-construction checklist indicating their knowledge of Roanoke County's obligation to perform inspections on site.
- The Erosion Control Permit or Combined Erosion Control & VSMP Permit is given to the developer at this pre-construction meeting.
- Notify Roanoke County prior to beginning installation of ESC measures. The County will inspect initial installations to ensure compliance with approved plan prior to start of grading. The developer SHALL contact the project inspector 24 hours before beginning any grading or construction on the property.
- County inspectors must inspect storm drain / stormwater management / BMP installations during the process of installation. Please contact the site inspector 24 hours in advance.
- All work shall be subject to inspection by Roanoke County, the Western Virginia Water Authority and the Virginia Department of Transportation Inspectors.
- Contractors shall notify utilities of proposed construction at least two (2), but not more than ten (10) working days in advance. Area public utilities may be notified thru "Miss Utility": 1-800-552-7001 or VA 811.
- The 100 year Floodway shall be staked prior to any construction.
- Grade stakes shall be set for all curb and gutter, culvert, sanitary sewer and storm sewer at all times of construction.
- Roanoke County shall be notified when a spring is encountered during construction.
- Construction debris shall be contained in accordance with the Virginia Litter Control Act. No less than one litter receptacle shall be provided on site.
- The contractor shall provide adequate means of cleaning mud from trucks and/or other equipment prior to entering public streets or rights of ways. It is the contractors responsibility to insure that the streets are in a clean, mud and dust free condition at all times.
- Plan approval in no way relieves the developer or contractors of the responsibilities contained within the erosion and sediment control or stormwater management policies.
- Field construction shall honor proposed drainage divides as shown on plans.
- Field corrections shall be approved by the Roanoke County and/or the Western Virginia Water Authority and the Professional of Record, prior to such construction.
- The developer or contractor shall supply the County and the Western Virginia Water Authority with correct As-Built plans before final acceptance.

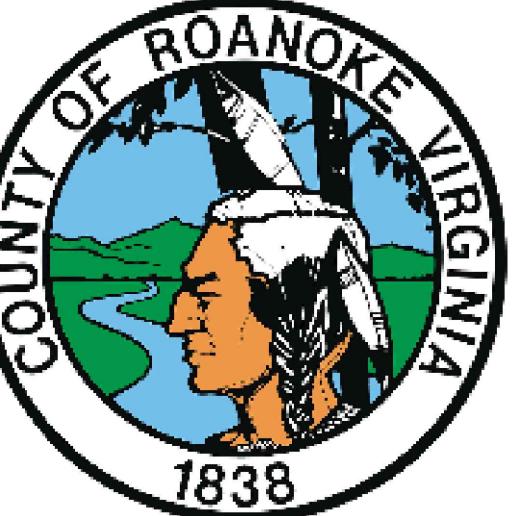
VIRGINIA DEPARTMENT OF TRANSPORTATION:

- Plan approval by Roanoke County does not guarantee issuance of any permits by the Virginia Department of Transportation.
- A permit must be obtained from the Virginia Department of Transportation, Salem Residency Office prior to construction in the highway right-of-way.
- The preliminary pavement designs should be based on a predicted sub-grade CBR value of 7.0 and with a Resiliency Factor (RF) of 2.0 as shown in the current edition of the Virginia Department of Transportation Pavement Design Guide for Subdivision and Secondary Roads. The sub-grade soil is to be tested by an independent laboratory and the results submitted to the Virginia Department of Transportation prior to base construction. Should the sub-grade CBR value and/or the RF value be less than the predicted values, additional base material will be required in accordance with Departmental specifications. Refer to the same manual as the number and locations of the required soil samples to be tested. All pavement designs shall be submitted to the Department for review and approval. The sub-grade shall be approved by the Virginia Department of Transportation prior to placement of the base. Base shall be approved by the Virginia Department of Transportation for depth, template, and compaction before the surface is applied.
- Standard guardrail with safety end sections may be required on fills or in areas where hazards exist as deemed necessary. After completion of rough grading operations, the County Engineer and Virginia Department of Transportation shall be contacted to schedule a field review. Where guard rail is warranted, the standard shoulder width shall be provided and the guard rail shall be installed in accordance with the current edition of the VDOT Road and Bridge Standards as part of this development.
- Standard street and traffic control signs shall be erected at each intersection by the developer prior to final street acceptance.
- All traffic devices shall be in accordance with current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD).
- All unsuitable material shall be removed from the construction limits of the roadway before placing embankment.

See Sheet C03.4 for Stormwater Site Statistics Table.
See Sheet C03.4 for New BMP Information Table.

The Project Engineer shall provide electronic copies of the approved plans to the Development Review Coordinator within 5 working days of the pre-construction meeting.

The notes on this sheet shall not be modified.



COUNTY OF ROANOKE, VA

NAME OF DEVELOPMENT **EXPLORE PARK MOUNTAIN BIKE FACILITY**

MAGISTERIAL DISTRICT(S) **VINTON**

OWNER (name, address, telephone) **VIRGINIA RECREATIONAL FACILITIES AUTHORITY C/O BRIAN CARTER-FINANCE
P.O. BOX 29800
ROANOKE, VIRGINIA 24018**

DEVELOPER (name, address, telephone) **ROANOKE COUNTY PARKS, RECREATION, AND TOURISM
1206 KESSLER MILL ROAD
SALEM, VIRGINIA 24153**

ENGINEER, ARCHITECT OR SURVEYOR (name, address, telephone) **BALZER AND ASSOCIATES, INC. ATTN: CHRIS BURNS, P.E.
1208 CORPORATE CIRCLE
ROANOKE, VA 24018 540-772-9580 FAX 540-772-8050**

TAX MAP NO(S) **080.00-05-24.00-0000**

I, **OWNER/DEVELOPER**,
ON **MIDY**, AM AWARE OF THE SITE DESIGN REQUIREMENTS
IMPOSED BY THIS SITE DEVELOPMENT PLAN AND OTHER APPLICABLE
ROANOKE COUNTY CODES.

I HEREBY CERTIFY THAT I AGREE TO COMPLY WITH THESE REQUIREMENTS SHOWN
ON THIS COVER SHEET UNLESS MODIFIED IN ACCORDANCE WITH LOCAL LAW.

WATER AND SEWER NOTES

PRIVATE UTILITIES

1. All construction methods and materials shall conform to the latest edition of the Design and Construction Standards and Specifications of the Western Virginia Water Authority (WVWA) available at www.wvwater.org or by contacting the authority at 540-853-5700. The project shall also comply with the governing jurisdiction's standards and other agency standards (e.g. VDOT, DEQ, DCR, VDH, etc.) where applicable.

2. A minimum cover of 18" (3 feet) is required on all WVWA water and sewer lines.

3. All existing utility may not be shown in their exact locations. The contractor shall notify Miss Utility and verify location and elevation of all underground utilities in the areas of construction prior to starting work.

4. Please show all WVWA water and sewer utilities on any development plan.

5. The location of existing utilities across or along the line of proposed work are not necessarily shown on the plans and where shown are only approximately correct. The contractor shall on his own initiative and at no extra cost, locate all underground lines and structures and pothole as necessary. The contractor shall be responsible for any damage to underground structures. All damage incurred to existing utilities during construction shall be repaired at the contractor's expense.

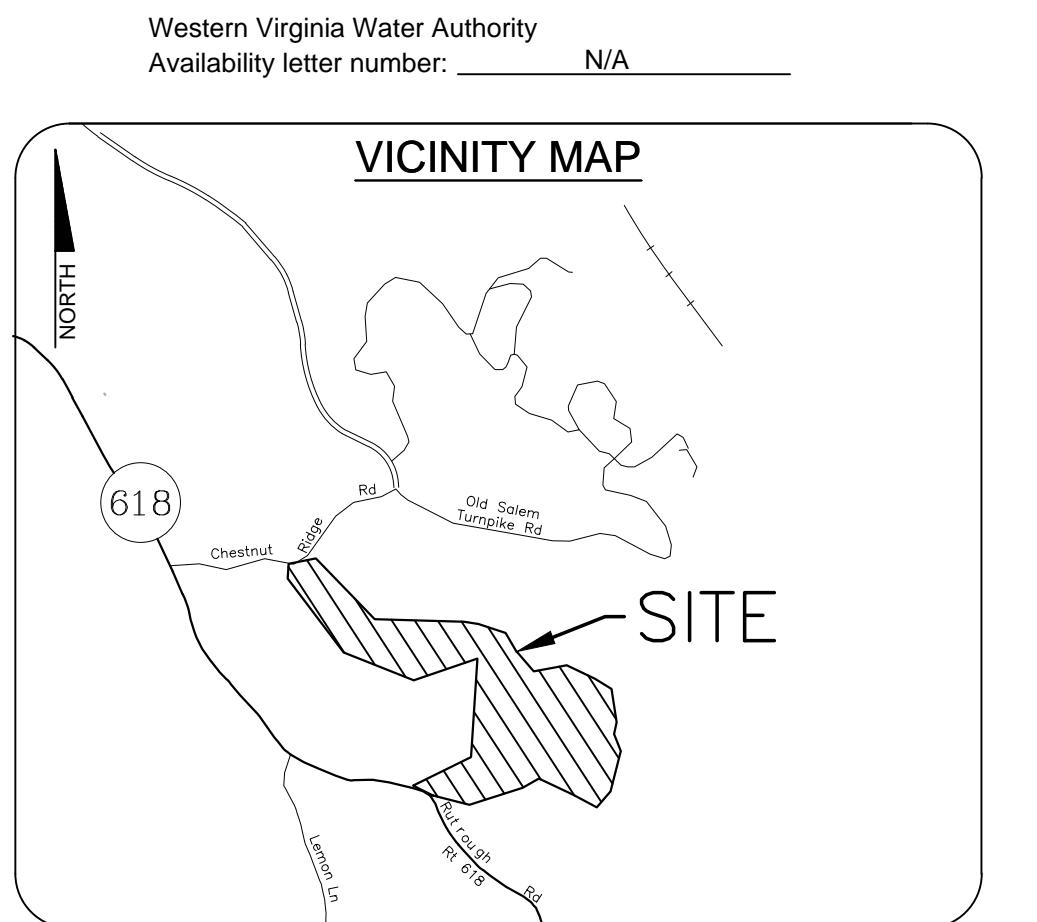
6. Plan approval by the WVWA does not remove the contractor's responsibility to remove or relocate any existing conflicts found during construction.

7. The contractor shall maintain a minimum of 18" clearance vertically and two (2) feet minimum horizontally from the outside of pipe to outside of pipe with all other underground utilities. Where this cannot be achieved, additional measures in accordance with the WVWA standards shall be enforced.

8. All utility grade adjustments shall be in accordance with WVWA standards and are the responsibility of the contractor.

9. Field changes shall be submitted by the engineer of record to the locality and approved by the WVWA.

Underground utilities installed on private property or in state utility easements and building related storm drains shall be designed and installed per the current edition of the Virginia Uniform Statewide Building Code (including amendments). Design and installation requirements issued by the Western Virginia Water Authority that meet or exceed the USBC requirements are acceptable for private utilities. All private utilities are to be located through and inspected by the Roanoke County Inspections Office. Fails, valves and other devices installed by or under the control of the Western Virginia Water Authority may not be substituted for the code required devices.



C01
C02
C03.1-C03.2
C03.3
C03.4
C03.5
C04
C05
C06
C07
C08.1-8.4
C09

COVER SHEET
OVERALL PLAN & KEY
EXISTING TRAIL REHABILITATION PLAN
PROPOSED TRAIL PLAN
PARKING AREA LAYOUT, GRADING & ESC PLAN
SKILLS AREA LAYOUT, GRADING & ESC PLAN
SIGHT DISTANCE PLAN & PROFILE
EROSION & SEDIMENT CONTROL NOTES
EROSION & SEDIMENT CONTROL DETAILS
CONSTRUCTION NOTES
SITE DETAILS 1-4
TRAFFIC MAINTENANCE PLAN

Sheet Index

SURVEY INFORMATION

Horizontal and vertical control surveys were performed in year: **2019**
By: **BALZER AND ASSOCIATES, INC.**

All vertical elevations must be referenced to the National Geodetic Vertical Datum of 1929 or 1988.
All horizontal elevations must be referenced to the North American Datum of 1927 or 1983.

Horizontal Datum: **NAD83** Vertical Datum: **NGVD88**

Source of topographic mapping is dated **2019**

Boundary was performed by **BALZER & ASSOCIATES, INC.** dated: **2018**

Benchmark Information: **EX. SURVEY MONUMENT ELEV. 1022.22**

The professional seal and signature certifies the boundary survey and topographic mapping to be accurate and correct.

ITEM	QUANTITY	UNIT	UNIT PRICE	COST	BONDABLE
CLEARING AND GRUBBING		AC			
EXCAVATION		C.Y.			
EMBANKMENT		C.Y.			
CURB INLET DI-		EA			
CURB INLET DI-		EA			
MANHOLE MH-		EA			
MANHOLE MH-		EA			
-IN. CONCRETE PIPE, CLASS III		LF			
-IN. CONCRETE PIPE, CLASS IV		LF			
-IN. C.M. CULVERT		LF			
-IN. C.M. CULVERT		LF			
BOX CULVERT		LS			
PAVED SWALE		LF			
RIPRAP - CLASS		SF			
PERMANENT GRASS SWALE		LF			
-IN. CONCRETE ENDWALL EW-		EA			
-IN. END SECTION ES-		EA			
HEADER CURB & GUTTER CG-		LF			
CURB & GUTTER CG-		LF			
VALLEY GUTTER		EA			
GRAVEL BASE		SY			
GRAVEL SHOULDER		SY			
SURFACE TREATMENT		SY			
-IN. BIT. CONC. TYPE B-		SY			
-IN. BIT. CONC. TYPE S-		SY			
-IN. BASE MATERIAL		C.Y.			
-IN. SUBBASE MATERIAL		C.Y.			
TRAFFIC BARRICADE		EA			
8" WATER LINE		LF			
6" WATER LINE		LF			
FIRE HYDRANT ASSEMBLIES		EA			
BLOW OFFS W/ VAULT, FRAME & COVER		EA			
-IN. GATE VALVES, W/ VAULT, FRAME & COVER		EA			
-IN. GATE VALVES, W/ VAULT, FRAME & COVER		EA			
8" SANITARY SEWER		LF			
STANDARD MANHOLE W/ FRAME & COVER		EA			
SAMPLING MANHOLE/PORT		EA			
LANDSCAPING		LS			
AMENITIES (INCLUDING BUT NOT LIMITED TO TRAILS, ETC...)		LS			
STORMWATER MANAGEMENT		LS			
AS-BUILT PLANS (STORM SEWER SYSTEMS)		LS			
AS-BUILT PLANS (STORMWATER MANAGEMENT)		LS			
10% CONTINGENCY					
ESTIMATED TOTAL					

BY SEALING THE PLANS, THE DESIGN PROFESSIONAL HEREBY CERTIFIES THAT THE FOREGOING ESTIMATE REFLECTS THE CURRENT IMPROVEMENT COSTS OF THIS PROJECT.



1208 Corporate Circle
Roanoke, VA 24018
540.772.9580
www.balzer.cc

DRAWN BY: **CPB**
DESIGNED BY: **CPB**
CHECKED BY: **BTC**
DATE: **8/7/2020**
REVISIONS:
9/9/2020
9/29/2020

2nd Review

New Facility for
EXPLORE PARK
MOUNTAIN BIKE FACILITY
DCR PROJECT VRT-318N170
VINTON DISTRICT
County of Roanoke, Virginia

C01

JOB No.: 04190055.00



9/29/2020

SITE SUMMARY

OWNER: VIRGINIA RECREATIONAL FACILITIES AUTHORITY
C/O BRIAN CARTER – FINANCE
P.O. BOX 29800
ROANOKE, VA 24018

DEVELOPER: ROANOKE COUNTY PARKS, RECREATION, & TOURISM
1206 KESSLER MILL ROAD
SALEM, VA 24153

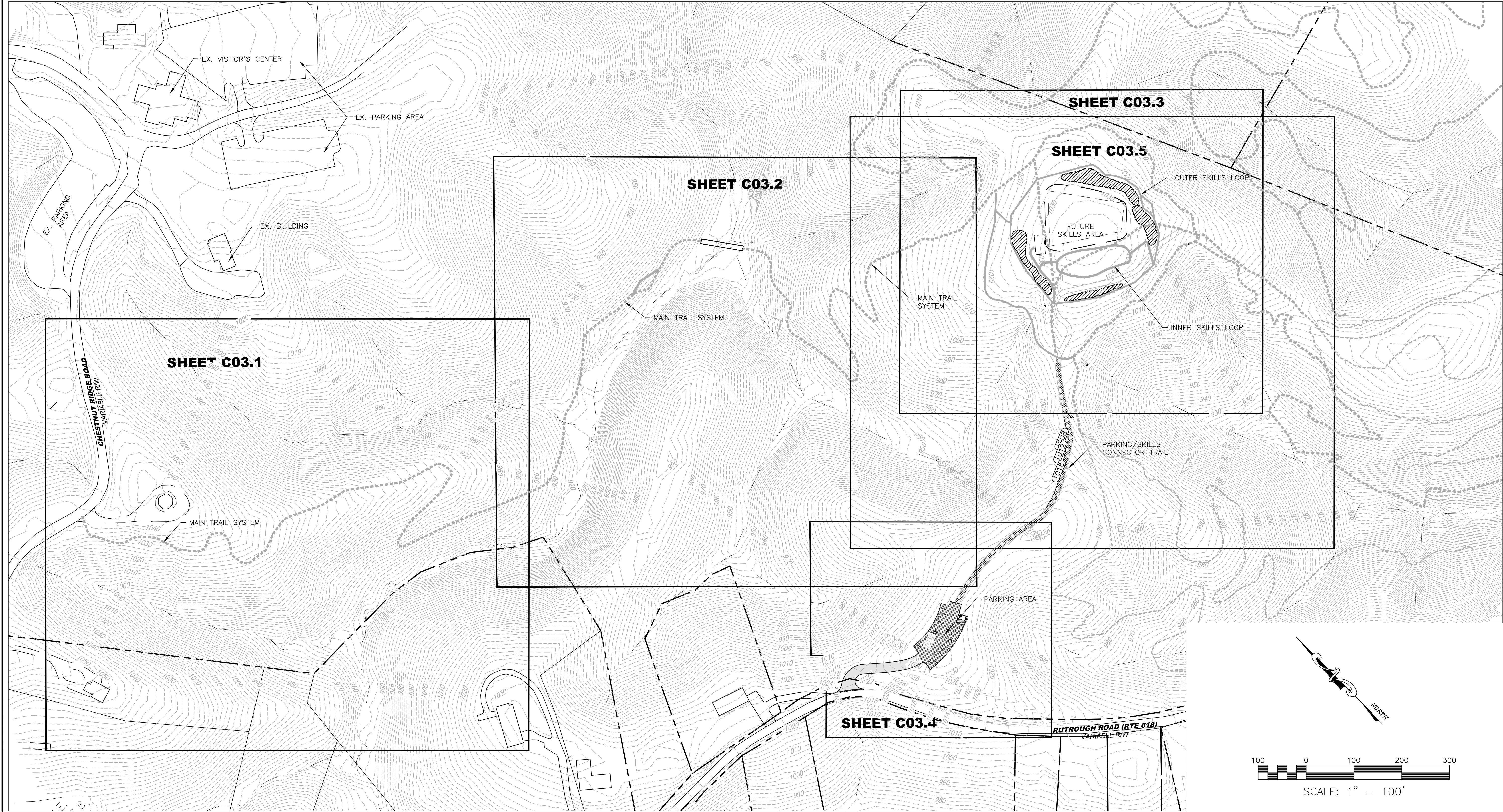
TAX MAP NUMBER: 080.00-05-24.00-0000

SITE AREA: APPROX. 431 ACRES

ZONING: EP – EXPLORE PARK DISTRICT

PATH LEGEND

EX. TRAIL
PROPOSED NEW TRAIL

**EXPLORE PARK MOUNTAIN BIKE FACILITY**

DCR PROJECT VRT-318N170

OVERALL PLAN & KEY

VINTON DISTRICT
ROANOKE COUNTY, VIRGINIA

DRAWN BY: SMD
DESIGNED BY: CPB
CHECKED BY: BTC
DATE: 8/7/2020
SCALE: 1" = 100'
REVISIONS: 9/9/2020
9/29/2020

CONSTRUCTION SEQUENCING NOTES:

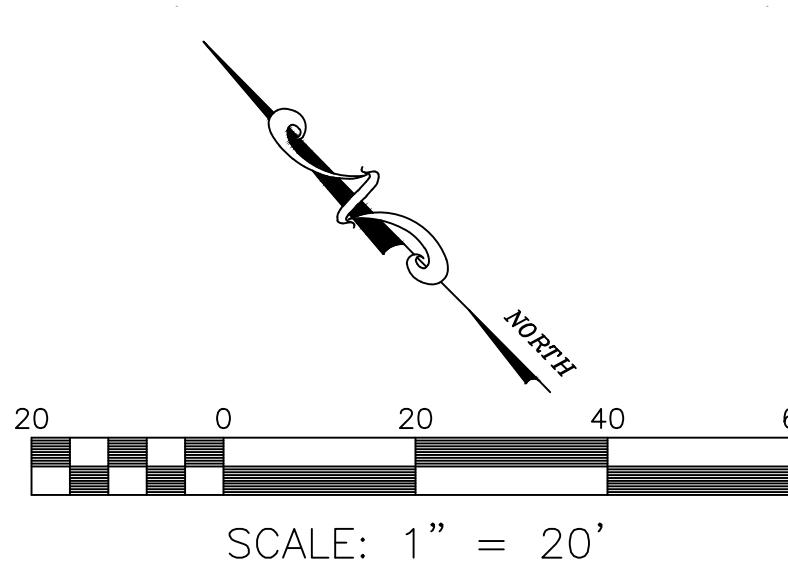
1. CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS THE FIRST STEP IN CONSTRUCTION. G.C. SHALL PAY SPECIAL ATTENTION TO ENSURE THERE IS NO MUD 'TRACKING' FROM THE CONSTRUCTION AREA ONTO THE ROADWAY.
2. PERIMETER SILT FENCE AND CHECK DAMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT.
3. EXISTING TREES MAY BE REMOVED AT THIS TIME AND TOPSOIL STOCKPILED ON-SITE.
4. MAJOR GRADING OPERATIONS AND SITE CONSTRUCTION SHALL TAKE PLACE AT THIS TIME. GRADING AND CONSTRUCTION FOR THE BIKE SKILLS AREA SHALL BE COMPLETED AT THE SAME TIME.
5. ALL SLOPES THAT ARE 3:1 OR GREATER SHALL RECEIVE BLANKET MATTING AND PERMANENT STABILIZATION AS SOON AS POSSIBLE AFTER REACHING FINAL GRADE.
6. AFTER MAJOR GRADING OPERATIONS ARE COMPLETE, PAVEMENT SHALL BE INSTALLED AND THE CONSTRUCTION ENTRANCE REMOVED. G.C. SHALL ENSURE THAT CONSTRUCTION TRAFFIC ON THE NEW PAVEMENT IS MINIMIZED TO THE EXTENT PRACTICAL. PAVING OPERATIONS SHALL OCCUR AFTER SKILLS AREA CONSTRUCTION.
7. ALL AREAS OF THE SITE NOT RECEIVING PAVEMENT SHALL RECEIVE PERMANENT STABILIZATION.
8. AFTER PERMANENT STABILIZATION OF THE SITE, SILT FENCE MAY BE REMOVED.

*NOTE: ROANOKE COUNTY INSPECTION AND APPROVAL IS REQUIRED PRIOR TO THE REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.

9. G.C. SHALL ENSURE THAT THE LIMITS OF DISTURBANCE ARE STRICTLY ADHERED TO DURING THE PROJECT.
10. NO DEVIATIONS TO THE PLANS SHALL TAKE PLACE UNLESS PRIOR APPROVAL FROM THE OWNER, PROJECT ENGINEER, AND THE APPROPRIATE REVIEW AGENCIES.

LEGEND

3.02	TEMPORARY STONE CONSTRUCTION ENTRANCE	CE
3.05	SILT FENCE	SF
3.20	ROCK CHECK DAM	CD
3.31	TEMPORARY SEEDING	TS
3.32	PERMANENT SEEDING	PS
3.35	MULCHING	MU
3.36	SOIL STABILIZATION BLANKETS & MATTING	B/M



STORMWATER SITE STATISTICS

	EXISTING	PROPOSED
TOTAL DISTURBED AREA (AC)	--	3.24
TOTAL SITE AREA (AC)	431	431
IMPERVIOUS AREA (AC)	--	0.71
MANAGED TURF AREA (AC)	--	2.53
OPEN SPACE/FOREST (AC)	431	427.75
RIGHT OF WAY DISTURBANCE (SF)	--	--
KARST PRESENT (Y/N)	UNDETERMINED	UNDETERMINED

BMP INFORMATION TABLE

BMP TYPE	BMP #1
LEVEL OF TREATMENT (LEVEL 1 OR LEVEL 2)	FORESTED AREA
TECHNICAL REQUIREMENTS MET (PART IIB OR IIC)	PART IIB
TOTAL AREA TREATED (AC)	3.24
IMPERVIOUS AREA TREATED BY BMP (AC)	0.00
MANAGED TURF AREA TREATED BY BMP (AC)	0.00
OPEN SPACE / FOREST AREA TREATED BY BMP (AC)	3.99
SURFACE AREA OF BMP (AC)	3.99
STORAGE VOLUME OF BMP (AC-FT)	N/A
MAXIMUM AVERAGE DEPTH (FT)	N/A
QUALITY, QUANTITY, OR BOTH?	QUALITY
TMDL ADDRESSED? (PHOSPHORUS, BACTERIA, SEDIMENT, ETC)	N/A
NAME OF RECEIVING WATER (PROJECT SITE)	ROANOKE RIVER
HYDROLOGIC UNIT CODE FOR PROJECT SITE (ALPHANUMERIC CODE RU14, ETC)	RU14
LATITUDE (DECIMAL DEGREES XX.XXXX)	37.2308d N
LONGITUDE (DECIMAL DEGREES XX.XXXX)	79.8422d W

EXPLORE PARK MOUNTAIN BIKE FACILITY

DCR PROJECT VRT-318N170

PARKING AREA LAYOUT, GRADING & ESC PLAN

VINTON DISTRICT, ROANOKE COUNTY, VIRGINIA

DRAWN BY: SMD
DESIGNED BY: CPB
CHECKED BY: BTC
DATE: 8/7/2020
SCALE: 1"=20'
REVISIONS: 9/9/2020
9/29/2020

CHRISTOPHER P. BURNS
Lic. No. 47338
9/29/2020
PROFESSIONAL ENGINEER

BA
BALZER
PLANNERS / ARCHITECTS
ENGINEERS / SURVEYORS
Roanoke / Richmond
New River Valley / Staunton
Harrisonburg / Lynchburg
www.balzer.cc

C03.4
PROJECT NO. 04190055.00

CONSTRUCTION SEQUENCING NOTES:

1. THE CONSTRUCTION ENTRANCE FROM THE PARKING LOT IMPROVEMENTS SHALL BE UTILIZED FOR THE EROSION SEDIMENT CONTROL PLAN FOR THE SKILLS AREA AS WELL.
2. PERIMETER SILT FENCE AND CHECK DAMS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT.
3. EXISTING TREES MAY BE REMOVED AT THIS TIME AND TOPSOIL STOCKPILED ON-SITE.
4. MAJOR GRADING OPERATIONS AND SITE CONSTRUCTION SHALL TAKE PLACE AT THIS TIME. GRADING AND CONSTRUCTION FOR THE PARKING LOT IMPROVEMENTS SHALL BE COMPLETED AT THE SAME TIME.
5. ALL SLOPES THAT ARE 3:1 OR GREATER SHALL RECEIVE BLANKET MATTING AND PERMANENT STABILIZATION AS SOON AS POSSIBLE AFTER REACHING FINAL GRADE.
6. AFTER MAJOR GRADING OPERATIONS ARE COMPLETE, PAVEMENT SHALL BE INSTALLED AND THE CONSTRUCTION ENTRANCE REMOVED. G.C. SHALL ENSURE THAT CONSTRUCTION TRAFFIC ON THE NEW PAVEMENT IS MINIMIZED TO THE EXTENT PRACTICAL.
7. ALL AREAS OF THE SITE NOT RECEIVING BUILDING OR PAVEMENT SHALL RECEIVE PERMANENT STABILIZATION.
8. AFTER PERMANENT STABILIZATION OF THE SITE, SILT FENCE MAY BE REMOVED.

*NOTE: ROANOKE COUNTY INSPECTION AND APPROVAL IS REQUIRED PRIOR TO THE REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.

9. G.C. SHALL ENSURE THAT THE LIMITS OF DISTURBANCE ARE STRICTLY ADHERED TO DURING THE PROJECT.
10. NO DEVIATIONS TO THE PLANS SHALL TAKE PLACE UNLESS PRIOR APPROVAL FROM THE OWNER, PROJECT ENGINEER, AND THE APPROPRIATE REVIEW AGENCIES.

*NOTE: ROANOKE COUNTY INSPECTION AND APPROVAL IS REQUIRED PRIOR TO THE REMOVAL OF EROSION AND SEDIMENT CONTROL MEASURES.

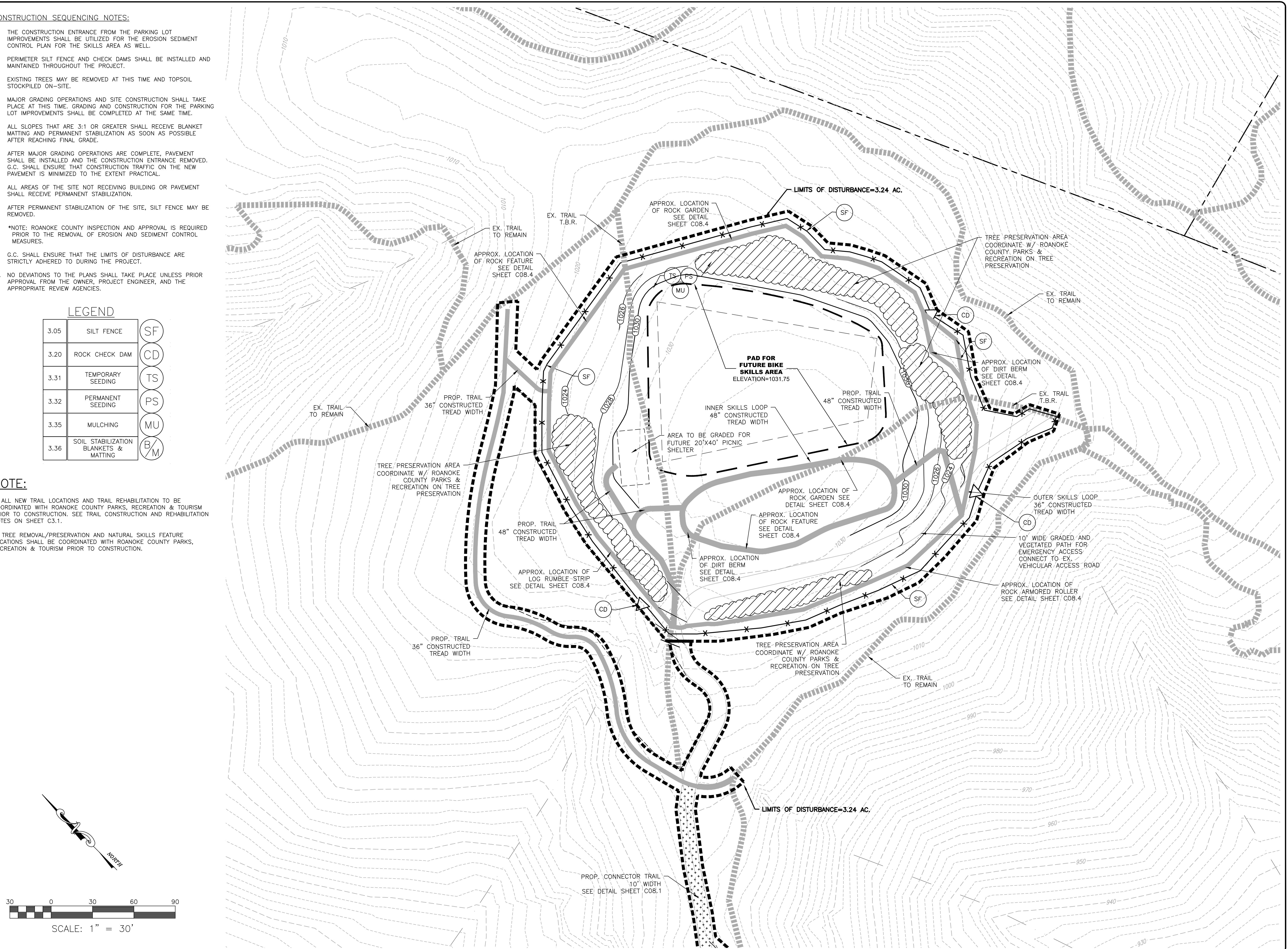
9. G.C. SHALL ENSURE THAT THE LIMITS OF DISTURBANCE ARE STRICTLY ADHERED TO DURING THE PROJECT.
10. NO DEVIATIONS TO THE PLANS SHALL TAKE PLACE UNLESS PRIOR APPROVAL FROM THE OWNER, PROJECT ENGINEER, AND THE APPROPRIATE REVIEW AGENCIES.

LEGEND

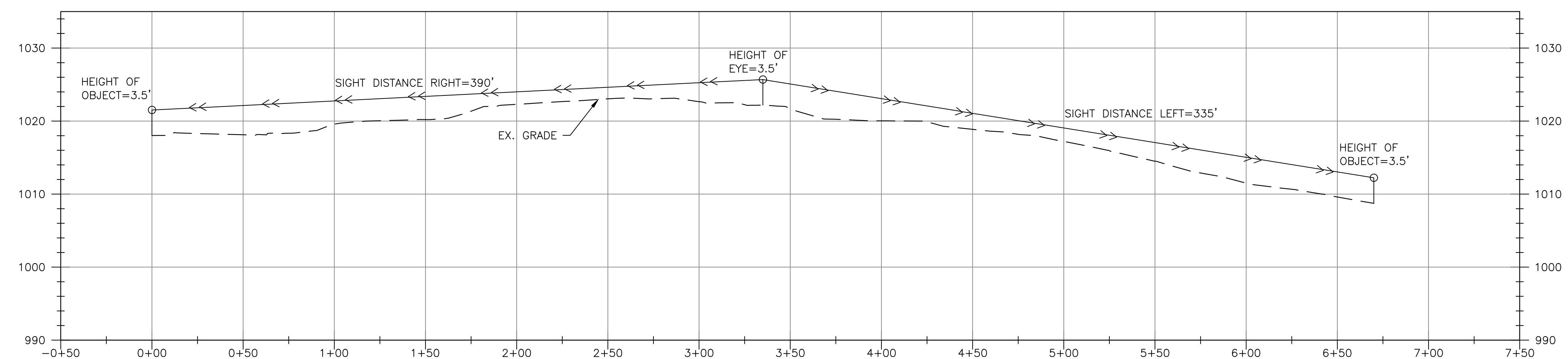
3.05	SILT FENCE
3.20	ROCK CHECK DAM
3.31	TEMPORARY SEEDING
3.32	PERMANENT SEEDING
3.35	MULCHING
3.36	SOIL STABILIZATION BLANKETS & MATTING

NOTE:

1. ALL NEW TRAIL LOCATIONS AND TRAIL REHABILITATION TO BE COORDINATED WITH ROANOKE COUNTY PARKS, RECREATION & TOURISM PRIOR TO CONSTRUCTION. SEE TRAIL CONSTRUCTION AND REHABILITATION NOTES ON SHEET C3.1.
2. TREE REMOVAL/PRESERVATION AND NATURAL SKILLS FEATURE LOCATIONS SHALL BE COORDINATED WITH ROANOKE COUNTY PARKS, RECREATION & TOURISM PRIOR TO CONSTRUCTION.



PROPOSED ENTRANCE SIGHT DISTANCE PROFILE



10 0 10 20 30

VERTICAL SCALE: 1" = 10'

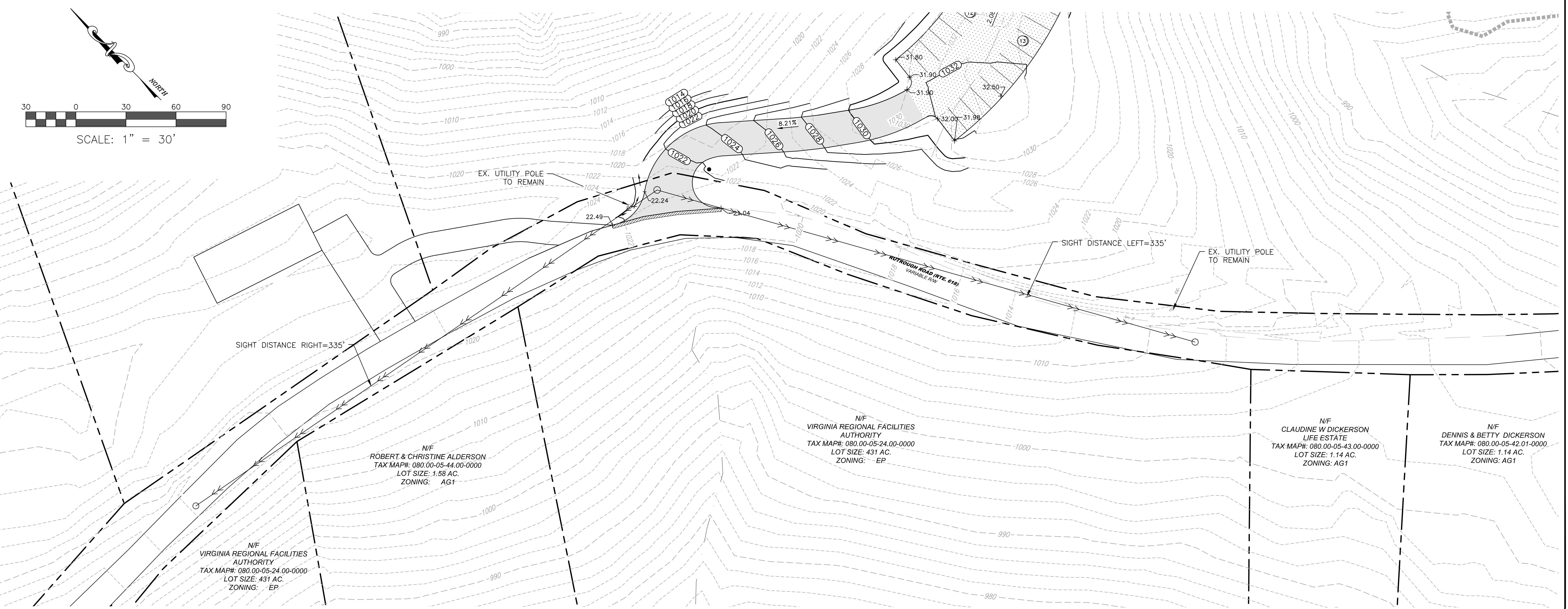
40 0 40 80 120

HORIZONTAL SCALE: 1" = 40'

NOTE: REFERENCE ROANOKE COUNTY
PLAN TITLED 'INTERSECTION SIGHT
DISTANCE PLAN' FOR SPEED STUDY
INFORMATION CONDUCTED BY ROANOKE
COUNTY POLICE DEPARTMENT, 85th
PERCENTILE SPEED WAS 30 MPH, A
DESIGN SPEED OF 30 MPH IS USED
FOR INTERSECTION SIGHT DISTANCE.

EXPLORE PARK MOUNTAIN BIKE FACILITY
DCR PROJECT VRT-318N170

SIGHT DISTANCE PLAN & PROFILE
VINTON DISTRICT, ROANOKE COUNTY, VIRGINIA





GRADING NOTES

REMOVE TREES, SHRUBS, GRASS, AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE TREES AND OTHER VEGETATION, INCLUDING STUMPS AND ROOTS, COMPLETELY IN AREAS REQUIRED FOR SUBSEQUENT SEEDING, CUT OFF TREES AND STUMPS IN AREAS TO RECEIVE FILL MORE THAN THREE FEET IN DEPTH TO WITHIN EIGHT INCHES OF THE ORIGINAL GROUND SURFACE.

BARRICADE OPEN EXCAVATIONS OCCURRING AS PART OF THIS WORK AND OPERATE WARNING LIGHTS AS RECOMMENDED BY AUTHORITIES HAVING JURISDICTION.

EXCAVATION FOR STRUCTURES:

- CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF 0.1'
- PROVIDE TRUE AND STRAIGHT FOOTING EXCAVATIONS WITH UNIFORM AND LEVEL BOTTOMS OF THE WIDTH INDICATED TO ENSURE PROPER PLACEMENT AND COVER OF ALL REINFORCEMENT.
- REMOVE ALL LOOSE MATERIALS FROM THE EXCAVATION PRIOR TO PLACEMENT OF CONCRETE.
- FOOTINGS WHICH SUPPORT CONCRETE MASONRY UNITS MAY BE STEPPED PROVIDED THE VERTICAL STEP DOES NOT EXCEED ONE HALF OF THE HORIZONTAL DISTANCE BETWEEN STEPS AND HORIZONTAL DISTANCE BETWEEN STEPS IS NOT LESS THAN TWO FEET.
- IF ROCK IS ENCOUNTERED IN A FOOTING EXCAVATION, UNDERCUT IT A MINIMUM EXCAVATION WITH CONTROLLED FILL.

CUT SURFACE UNDER PAVEMENTS TO COMPLY WITH CROSS SECTIONS, ELEVATIONS, AND GRADES AS INDICATED.

EXCAVATE TRENCHES TO UNIFORM WIDTH CONFORMING TO VDOT STANDARD PB-1 FOR STORM DRAINAGE PIPING.

PREVENT SURFACE WATER AND SUBSURFACE OR GROUND WATER FROM FLOWING INTO EXCAVATIONS AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. DO NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DEDIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. CONVEY WATER WHEN ATMOSPHERIC TEMPERATURE IS LESS THAN 35°F (1°C).

PROTECT EXCAVATED BOTTOMS OF ALL FOOTINGS AND TRENCHES AGAINST FREEZING WHEN ATMOSPHERIC TEMPERATURE IS LESS THAN 35°F (1°C).

FINISH LAWN AREAS TO WITHIN ONE INCH ABOVE OR BELOW REQUIRED SUBGRADE ELEVATIONS. SHAPE SURFACE UNDER TRAILS AND PAVEMENTS TO LINE, GRADE, AND CROSS SECTION, WITH NOT MORE THAN 1/2" ABOVE OR BELOW REQUIRED SUBGRADE ELEVATION.

PROTECT GRADED AREAS FROM TRAFFIC AND EROSION. REPAIR AREAS WHICH HAVE SETTLED, ERODED, OR BECOME DAMAGED DUE TO CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO OWNER.

PLACE ALL FILL AND BACKFILL AS CONTROLLED FILL AS FOLLOWS:

- ESTABLISH SUITABLE SUBGRADE CONDITIONS PRIOR TO PLACING FILL BY PROOFROLLING, UNDERCUTTING AND COMPACTING AS NECESSARY.
- PLACE FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" FOR HAND TAMPER.
- PRIOR TO COMPACTION, PROVIDE MOISTURE CONTENT TO WITHIN 3% OF OPTIMUM BY MOISTENING OR AERATING EACH LAYER. DO NOT PLACE FILL MATERIAL ON SURFACES WHICH ARE MUDGY, FROZEN OR CONTAIN FROST OR ICE.
- COMPACT SOIL TO NOT LESS THAN 95% OF MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 698 (STANDARD PROCTOR) UNDER PAVEMENT, SKILLS AREA, STRUCTURES AND GRADED EMERGENCY ACCESS, 85% UNDER LAWN AREAS.

SPREAD TOPSOIL TO A DEPTH OF 4" OVER ALL DISTURBED AREAS NOT RECEIVING WALKS, PAVEMENT, WALLS OR BUILDING, INCLUDING TRENCHES. IMMEDIATELY FOLLOWING PLACEMENT OF TOPSOIL, DISK THE ENTIRE TOPSOILED AREA AND RAKE FREE OF STONES AND DEBRIS OVER 1/2" IN ANY DIMENSION. PROVIDE A FINISHED SURFACE FREE OF DEPRESSIONS OR HIGH SPOTS. SEED IMMEDIATELY.

THE CONTRACTOR SHALL COMPLY WITH THE VIRGINIA SEED LAW, 2VAC5-390-20 DURING CONSTRUCTION AND FOR ALL SEEDING AND STABILIZATION OF THE PROJECT SITE.

CONTRACTOR SHALL RETAIN A LICENSED INDEPENDENT GEOTECHNICAL ENGINEER AND SOILS TESTING LABORATORY TO INSPECT EARTHWORK OPERATIONS AND PROVIDE REPORTS TO THE OWNER AND ENGINEER AS NECESSARY TO VERIFY THAT THE SPECIFICATIONS ARE BEING MET FOR EARTHWORK OPERATIONS. G.C. SHALL COORDINATE SCHEDULE WITH THE GEOTECHNICAL ENGINEER AS NECESSARY TO MAINTAIN THE PROJECT SCHEDULE.

EROSION AND SEDIMENT CONTROL NARRATIVE

PROJECT DESCRIPTION: THE PURPOSE OF THIS PROJECT IS FOR THE CONSTRUCTION OF INFRASTRUCTURE NEEDED FOR THE PROPOSED BIKE PARK AT EXPLORE PARK IN ROANOKE COUNTY, VIRGINIA. THE LIMITS OF DISTURBANCE FOR THE PROJECT IS APPROXIMATELY 3.24 ACRES. THIS DISTURBED AREA INCLUDES APPROXIMATELY 3.24 ACRES OF DISTURBANCE WITHIN THE MAIN PROJECT AREA.

EXISTING SITE CONDITIONS: THE PROJECT AREA IS CURRENTLY A MIX OF GRAVEL, MANAGED TURF, AND WOODS. THE DEVELOPMENT WILL BE CONSTRUCTED ALONG THE EXISTING RIDGELINE AND DRAINAGE FLOWS OFF OF THIS RIDGE TO THE EAST AND WEST. POST-DEVELOPMENT DRAINAGE PATTERNS WILL MAINTAIN A SHEET FLOW PATTERN AND WILL BE CONSISTENT WITH PRE-DEVELOPMENT DRAINAGE PATTERNS.

ADJACENT PROPERTY: THE DEVELOPMENT AREA IS BOUNDED BY EXPLORE PARK PROPERTY ON ALL SIDES.

OFF-SITE AREAS: THE PROPOSED DEVELOPMENT IS ANTICIPATED TO BE BALANCED AND NO MATERIAL IS ANTICIPATED TO BE TRANSPORTED TO OR FROM THE SITE. ANY FILL OR BORROW MATERIAL TRANSPORTED TO OR FROM THE SITE MUST BE FROM A PERMITTED SITE. G.C. SHALL NOTIFY ROANOKE COUNTY OF THE LOCATION PRIOR TO TRANSPORTING ANY MATERIAL.

SOILS: THE "WEB SOIL SURVEY" AS PREPARED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE IDENTIFIES THE SOILS ON-SITE AS 26D-HAYESVILLE FINE SANDY LOAM, 15 TO 25 PERCENT SLOPES AND 28E-HAYESVILLE CHANNERY FINE SANDY LOAM, 25-50 PERCENT SLOPES. BOTH OF THESE SOILS ARE HYDROLOGIC SOIL GROUP B.

Critical Erosion Areas: CRITICAL AREAS FOR THIS PROJECT INCLUDE THE STEEP SLOPES ON THE PROPERTY AND TRAIL WORK NEAR EXISTING DRAINAGEWAYS. THE SLOPES SHALL RECEIVE BLANKET MATTING AND SHALL BE SEDED AND STABILIZED AS SOON AS POSSIBLE AFTER REACHING FINAL GRADE.

EROSION AND SEDIMENT CONTROL MEASURES: UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE "VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, THIRD EDITION" (VESCH). THE MINIMUM STANDARDS OF THE VESCH SHALL BE ADHERED TO UNLESS OTHERWISE DIRECTED BY THE LOCAL PROGRAM ADMINISTRATOR.

STRUCTURAL -

CONSTRUCTION ENTRANCE-STD. 3.02....A STONE PAD, LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS TO THE CONSTRUCTION SITE, TO REDUCE THE SOIL TRANSPORTED ONTO PUBLIC ROADS AND OTHER PAVED AREAS.

SILT FENCE-STD. 3.05....A TEMPORARY SEDIMENT BARRIER CONSISTING OF A SYNTHETIC FILTER FABRIC STRETCHED ACROSS AND ATTACHED TO SUPPORTING POSTS AND ENTRENCHED TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT FROM DISTURBED AREAS.

ROCK CHECK DAMS-STD. 3.20....SMALL TEMPORARY STONE DAMS CONSTRUCTED ACROSS A SWALE OR DRAINAGE DITCH TO REDUCE THE VELOCITY OF CONCENTRATED STORMWATER FLOWS, THEREBY REDUCING EROSION OF THE SWALE OR DITCH.

VEGETATIVE -

TEMPORARY SEEDING-STD. 3.31....ESTABLISHMENT OF A TEMPORARY VEGETATIVE COVER ON DISTURBED AREAS BY SEEDING WITH APPROPRIATE RAPIDLY GROWING ANNUAL PLANTS TO REDUCE EROSION BY STABILIZING DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR A PERIOD OF MORE THAN 14 DAYS.

PERMANENT SEEDING-STD. 3.32....ESTABLISHMENT OF PERENNIAL VEGETATIVE COVER ON DISTURBED AREAS BY PLANTING SEED TO REDUCE EROSION AND DECREASE SEDIMENT YIELD FROM DISTURBED AREAS.

MULCHING-STD. 3.35....APPLICATION OF PLANT RESIDUES OR OTHER SUITABLE MATERIALS TO THE SOIL SURFACE TO PREVENT EROSION BY PROTECTING THE SOIL SURFACE FROM RAINDROP IMPACT AND REDUCING THE VELOCITY OF OVERLAND FLOW.

SOIL STABILIZATION BLANKETS & MATTING-STD. 3.36....INSTALLATION OF A PROTECTIVE COVERING (BLANKET) OR A SOIL STABILIZATION MAT ON A PREPARED AREA OF A STEEP SLOPE TO AID IN CONTROLLING EROSION BY PROVIDING A MICROCLIMATE WHICH PROTECTS YOUNG VEGETATION AND PROMOTES ITS ESTABLISHMENT.

*NOTE: THE CONTRACTOR SHALL COMPLY WITH THE VIRGINIA SEED LAW, 2VAC5-390-20 DURING CONSTRUCTION AND FOR ALL SEEDING AND STABILIZATION OF THE PROJECT SITE.

MANAGEMENT STRATEGIES:

- CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
- SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING.
- THE LOCAL PROGRAM ADMINISTRATOR RESERVES THE RIGHT TO ADD TO, DELETE OR OTHERWISE CHANGE THE EROSION CONTROL MEASURES AS DEEMED NECESSARY DUE TO ACTUAL FIELD CONDITIONS BY WRITTEN NOTIFICATION TO THE CONTRACTOR.
- ALL FILL AND CUT SLOPES SHALL BE SEDED WITHIN SEVEN (7) DAYS OF ACHIEVING FINAL GRADE.
- ONLY AFTER INSPECTION AND APPROVAL FROM THE LOCAL PROGRAM ADMINISTRATOR MAY ITEMS BE REMOVED FOLLOWING THE STABILIZATION OF THE CONTRIBUTING AREAS.

INSPECTIONS:

THE GENERAL CONTRACTOR SHALL INSPECT DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED, AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, AND THE AREA OF CONSTRUCTION VEHICLE ACCESS AT LEAST EVERY FOURTEEN (14) CALENDAR DAYS, AND WITHIN 48 HOURS OF THE END OF A STORM EVENT PRODUCING 1/2" OR GREATER OF PRECIPITATION. WHERE AREAS HAVE BEEN FINALLY OR TEMPORARILY STABILIZED OR RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS (SITE IS COVERED WITH SNOW, ICE, OR FROZEN GROUND EXISTS) SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.

A) INSPECT DISTURBED AREAS AND AREAS OF MATERIALS STORAGE THAT ARE EXPOSED TO PRECIPITATION FOR EVIDENCE OF, OR THE POTENTIAL FOR SEDIMENT ENTERING THE STORM DRAIN SYSTEM. INSPECT E&S CONTROLS IN ACCORDANCE WITH REQUIREMENTS STATED HEREIN, AND INSPECT POINTS OF STORM DRAIN DISCHARGE FOR EXCESSIVE SEDIMENTATION. CORRECT SITE CONTROLS AS REQUIRED TO REDUCE SEDIMENTATION OF STORM DRAINS, CULVERTS, AND RECEIVING CHANNELS.

B) CONTRACTOR OR SITE OWNER/PREVENTION AREAS ARE FOUND TO BE IN NEED OF REPAIR OR MODIFICATION, THE GENERAL CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES OR REVISIONS TO EXISTING MEASURES AS REQUIRED. ANY ADDITIONAL MEASURES OR MODIFICATIONS TO EXISTING MEASURES SHALL BE RECORDED AS FIELD REVISIONS TO THESE PLANS. IN THE EVENT THAT ADDITIONAL CONTROLS ARE FOUND TO BE REQUIRED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THESE CONTROLS BEFORE THE NEXT ANTICIPATED STORM EVENT. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRactical, THEY SHALL BE IMPLEMENTED AS SOON AS PRACTICAL.

C) A REPORT SUMMARIZING THE SCOPE OF INSPECTIONS, NAME OF INSPECTOR, INSPECTOR'S QUALIFICATIONS, DATES OF INSPECTIONS, MAJOR OBSERVATIONS PERTAINING TO THE IMPLEMENTATION OF THESE EROSION CONTROL PLANS, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS A PART OF THESE PLANS. MAJOR OBSERVATIONS OF THESE REPORTS SHALL INCLUDE: THE LOCATIONS OF EXCESSIVE SEDIMENTATION FROM THE SITE; LOCATIONS OF CONTROLS IN NEED OF REPAIR; LOCATIONS OF FAILED OR INADEQUATE CONTROLS; AND LOCATIONS WHERE ADDITIONAL CONTROLS ARE NEEDED.

STORMWATER MANAGEMENT:

THIS DEVELOPMENT IS BEING GRADED IN A MANNER THAT WILL RESULT IN RUNOFF LEAVING THE SITE IN A SHEET FLOW CONDITION, VERY SIMILAR TO PRE-DEVELOPMENT CONDITIONS, BASED ON THE LINEAR DEVELOPMENT PATTERN, DRAINAGE LEAVING THE SITE AS SHEET FLOW, AND THE DEVELOPMENT AREA BEING SURROUNDED BY WOODED AREAS. THIS LOW IMPACT DEVELOPMENT IS NOT ANTICIPATED TO HAVE NOTICEABLE IMPACTS ON DOWNSTREAM EROSION, SEDIMENTATION, OR FLOODING. THEREFORE, NO FURTHER WATER QUANTITY CONTROLS ARE REQUIRED.

STORMWATER QUALITY REQUIREMENTS WILL BE MET THROUGH THE DEDICATION OF A FORESTED BMP EASEMENT ON TAX PARCEL 071.03-01-15.00-0000.

GENERAL EROSION AND SEDIMENT CONTROL NOTES

1. ALL SOIL EROSION & SEDIMENT CONTROL MEASURES SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS CONTAINED IN THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.

2. THE APPROVING AUTHORITY MAY ADD TO, DELETE, RELOCATE, CHANGE, OR OTHERWISE MODIFY CERTAIN EROSION AND SEDIMENT CONTROL MEASURES WHERE FIELD CONDITIONS ARE ENCOUNTERED THAT WARRANT SUCH MODIFICATIONS.

3. ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THE PLAN SHALL BE PLACED IN ADVANCE OF THE WORK BEING PERFORMED, AS FAR AS PRACTICAL.

4. IN NO CASE DURING CONSTRUCTION SHALL WATER RUNOFF BE DIVERTED OR ALLOWED TO FLOW TO LOCATIONS WHERE ADEQUATE PROTECTION HAS NOT BEEN PROVIDED.

5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LEAVE THE SITE ADEQUATELY PROTECTED AGAINST EROSION, SEDIMENTATION, OR ANY DAMAGE TO ANY ADJACENT PROPERTY AT THE END OF EACH DAY'S WORK.

6. FOR THE EROSION CONTROL KEY SYMBOLS SHOWN ON THE PLANS, REFER TO THE VIRGINIA UNIFORM CODING SYSTEM FOR EROSION AND SEDIMENT CONTROL PRACTICES CONTAINED IN THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION. THESE SYMBOLS AND KEYS ARE TO BE UTILIZED ON ALL EROSION CONTROL PLANS SUBMITTED TO ROANOKE COUNTY.

7. THE LOCATION OF ALL OFF-SITE FILL OR BORROW AREAS ASSOCIATED WITH THE CONSTRUCTION PROJECT WILL BE PROVIDED TO ROANOKE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AN EROSION CONTROL PLAN OR MEASURES MAY BE REQUIRED FOR THIS AREA.

8. THIS SHEET MAY NOT BE MODIFIED EXCEPT FOR TABLES

TOTAL DISTURBED AREA = 3.24 AC. = 141,134 SQ. FT.

MINIMUM STANDARDS

THE FOLLOWING STANDARDS ARE TO BE PROVIDED OR ADDRESSED ON EVERY DEVELOPMENT PROJECT EXCEEDING 10,000 S.F. IN AREA OF DISTURBANCE. THESE STANDARDS ARE CONSIDERED A MINIMUM AND MAY REQUIRE ADDITIONAL MEASURES AS DEEMED NECESSARY BY THE LOCAL APPROVING AUTHORITY OR THE CONSULTING ENGINEER.

No.	CRITERIA, TECHNIQUE OR METHOD	PRACTICES PROVIDED
1	PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE HAS BEEN REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN FOURTEEN (14) DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT DORMANT FOR MORE THAN ONE (1) YEAR.	(TS) (PS) (MU) (B/M)
2	DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.	(TS) (PS) (MU) (SF)
3	A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE LOCAL PROGRAM ADMINISTRATOR OR DESIGNATED AGENT, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.	(TS) (PS) (MU) (B/M)
4	SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.	(CE) (SF) (CD)
5	STABILIZATION METHODS SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.	NOT APPLICABLE
6	SEDIMENT TRAPS AND BASINS SHALL BE DESIGNED AND CONSTRUCTED BASED UPON THE TOTAL DRAINAGE AREA TO BE SERVED BY THE TRAP OR BASIN.	NOT APPLICABLE
7	CUT AND FILL SLOPES SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION. SLOPES THAT ARE FOUND TO BE ERODING EXCESSIVELY WITHIN ONE (1) YEAR OF PERMANENT STABILIZATION SHALL BE PROVIDED WITH ADDITIONAL SLOPE STABILIZATION MEASURES UNTIL THE PROBLEM IS CORRECTED.	(TS) (PS) (MU) (B/M)
8	CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.	NOT APPLICABLE
9	WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.	SHOULD SEEP OCCUR IN ANY EXISTING OR NEW CUT OR FILL SLOPES, THE CONTRACTOR SHALL FIRST ENSURE THAT THERE ARE NOT AREAS OF POPENRODIBLE MATERIAL IN THE SLOPES. IF THERE ARE, THEN SHALL CONTACT BOTH THE DESIGN ENGINEER AND THE PROJECT GEOTECHNICAL ENGINEER FOR ON-SITE EVALUATION OF THE AREA OF SEEPAGE.
10	ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.	NOT APPLICABLE
11	BEFORE NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.	NOT APPLICABLE
12	WHEN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.	NO DISTURBANCE OF SURFACE WATERS IS PROPOSED WITH THIS PROJECT.
13	WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES MORE THAN TWICE IN ANY SIX (6) MONTH PERIOD, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL.	
14	ALL APPLICABLE FEDERAL, STATE AND LOCAL CHARTERS PERTAINING TO WORKING IN OR CROSSING LIVE WATERCOURSES SHALL BE MET. THE BEDS AND BANKS OF ANY WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN	

Erosion & Sediment Control Technical Bulletin No. 4
Nutrient Management for Development Sites

C. When applying maintenance fertilizer on established sod,

Pounds of nitrogen per 1,000 sq. ft. if the fertilizer is less than 50 percent WIN				
Month	Type of Grass			
	Tall Fescue	Perennial Rye	Kentucky Bluegrass	Bermudagrass
September				
October	1	1	0	0
Early November	0	0	0	0
April	0	0	0	0
May	0.05	0.05	1	1
June	0	0	1	0
July/August	0	0	0	1
Yearly Lbs. N/1000 sf	2.5	2.5	2	2

Pounds of nitrogen per 1,000 sq. ft. if the fertilizer is more than 50 percent WIN				
Month	Type of Grass			
	Tall Fescue	Perennial Rye	Kentucky Bluegrass	Bermudagrass
August 15	1.5	1.5	0	0
October 1	1.5	1.5	0	0
April	0	0	1.5	1.5
May 15	0	0	0	0
June	0	0	1.5	1.5
Yearly Lbs. N/1000 sf	3	3	3	3

FERTILIZER SPECIFICATIONS AND RATES FOR MANAGEMENT

*NOTE: THE CONTRACTOR SHALL COMPLY WITH THE VIRGINIA SEED LAW, 2VAC5-390-20 DURING CONSTRUCTION AND FOR ALL SEEDING AND STABILIZATION OF THE PROJECT SITE.

TABLE 3.31-B
(Revised June 2003)
TEMPORARY SEEDING SPECIFICATIONS
QUICK REFERENCE FOR ALL REGIONS

SEED		
APPLICATION DATES	SPECIES	APPLICATION RATES
Sept. 1 - Feb. 15	50/50 Mix of Annual Ryegrass (<i>Iolium multi-florum</i>) & Cereal (Winter) Rye (<i>Secale cereale</i>)	50 - 100 (lbs/acre)
Feb. 16 - Apr. 30	Annual Ryegrass (<i>Iolium multi-florum</i>)	60 - 100 (lbs/acre)
May 1 - Aug. 31	German Millet	50 (lbs/acre)

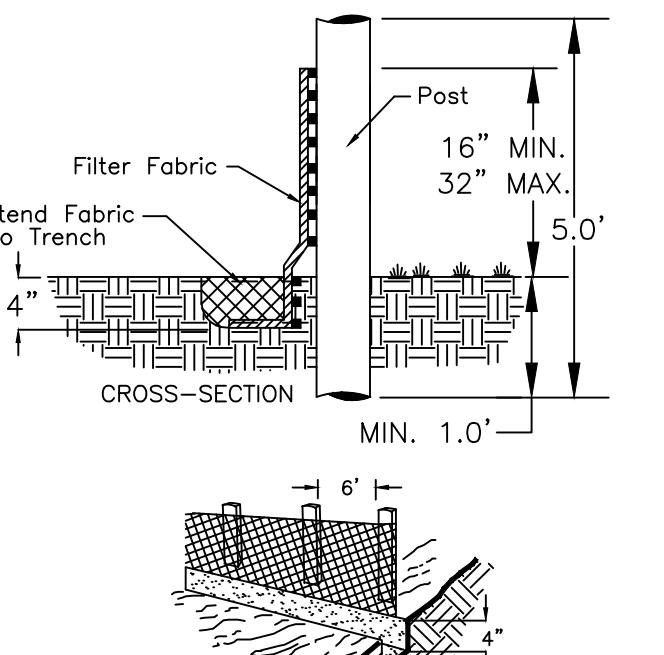
FERTILIZER & LIME

- Apply 10-10-10 fertilizer at a rate of 450 lbs. / acre (or 10 lbs. / 1,000 sq. ft.)
- Apply Pulverized Agricultural Limestone at a rate of 2 tons/acre (or 90 lbs. / 1,000 sq. ft.)

NOTE:
1 - A soil test is necessary to determine the actual amount of lime required to adjust the soil pH of site.
2 - Incorporate the lime and fertilizer into the top 4 - 6 inches of the soil by disking or by other means.
3 - When applying Slowly Available Nitrogen, use rates available in Erosion & Sediment Control Technical Bulletin #4, 2003 Nutrient Management for Development Sites at <http://www.dcr.state.va.us/swse&s.htm#pubs>

PS PERMANENT SEEDING SPECIFICATIONS

*NOTE: THE CONTRACTOR SHALL COMPLY WITH THE VIRGINIA SEED LAW, 2VAC5-390-20 DURING CONSTRUCTION AND FOR ALL SEEDING AND STABILIZATION OF THE PROJECT SITE.

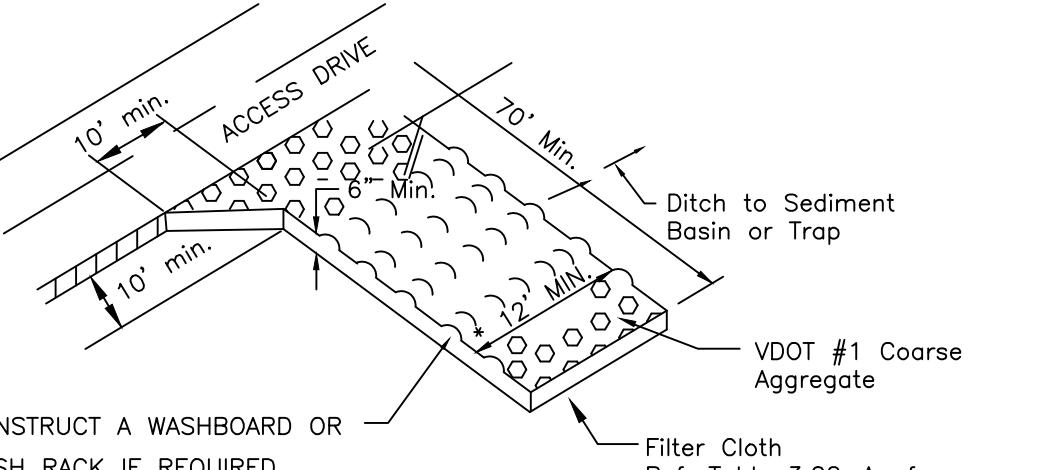


SF CONSTRUCTION OF A SILT FENCE
EROSION AND SEDIMENT CONTROL STANDARD - 3.05

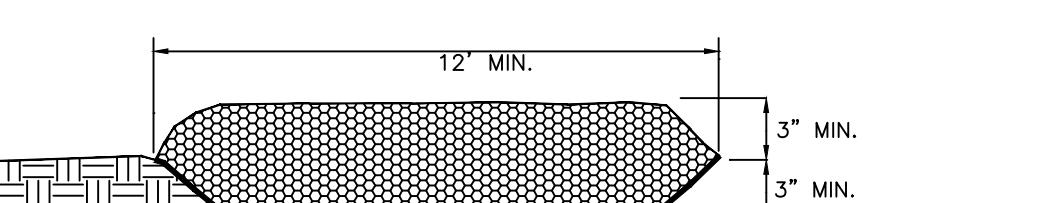
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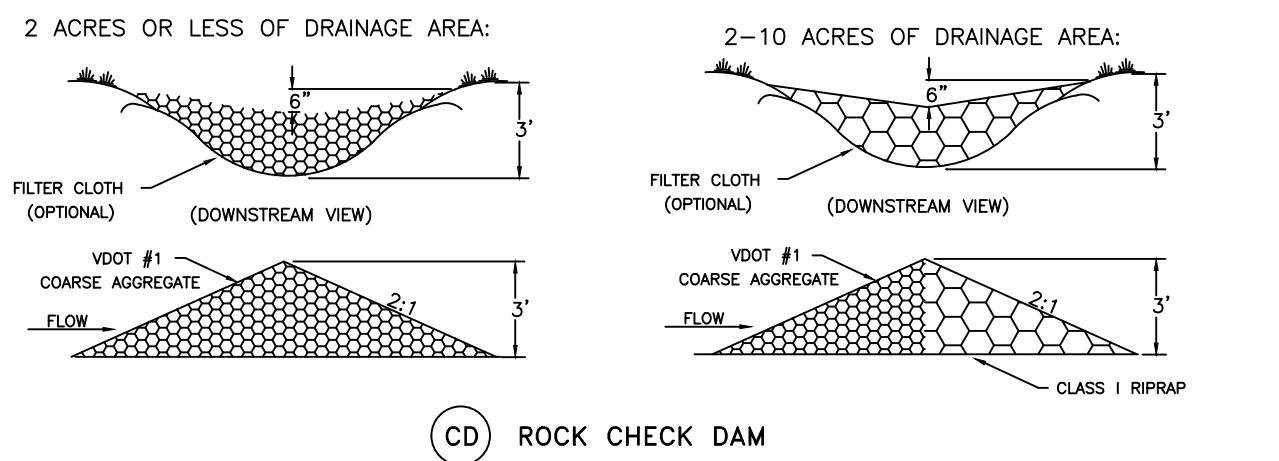
NOTE:
1 - A soil test is necessary to determine the actual amount of lime required to adjust the soil pH of site.
2 - Incorporate the lime and fertilizer into the top 4 - 6 inches of the soil by disking or by other means.
3 - When applying Slowly Available Nitrogen, use rates available in Erosion & Sediment Control Technical Bulletin #4, 2003 Nutrient Management for Development Sites at <http://www.dcr.state.va.us/swse&s.htm#pubs>



* MUST EXTEND FULL WIDTH OF INGRESS & EGRESS OPERATION.

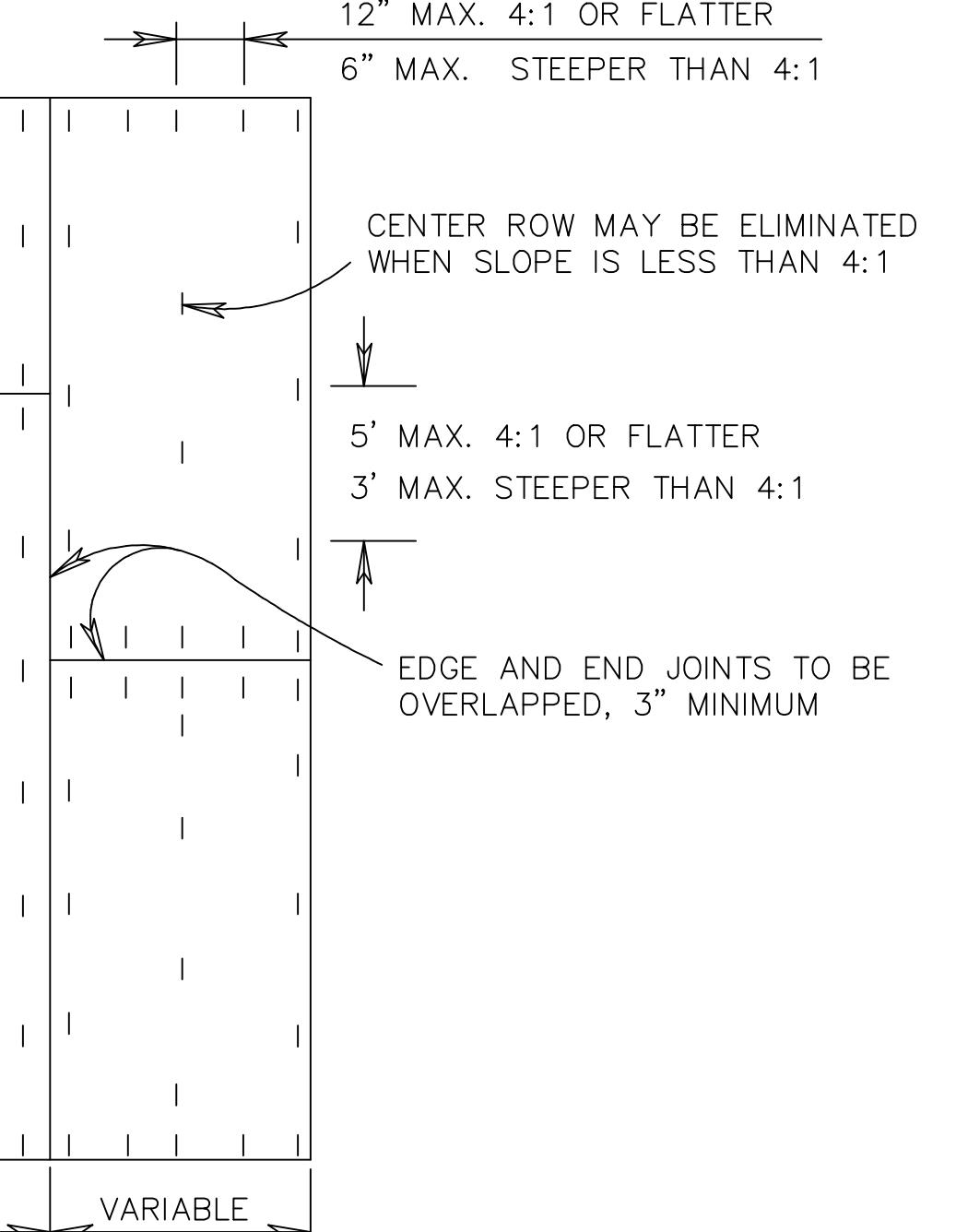


CE TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

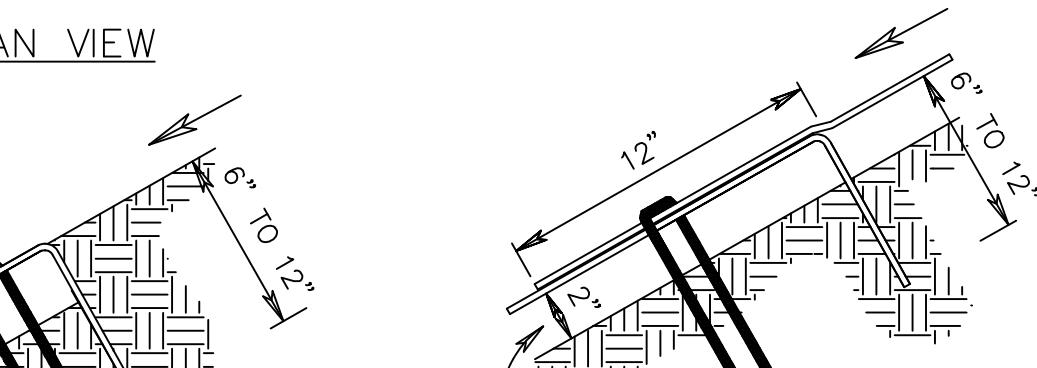


CD ROCK CHECK DAM

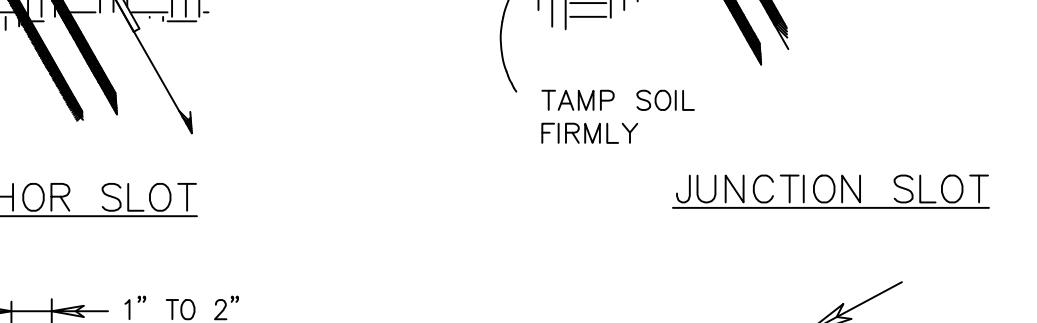
(B/M) SOIL STABILIZATION BLANKET



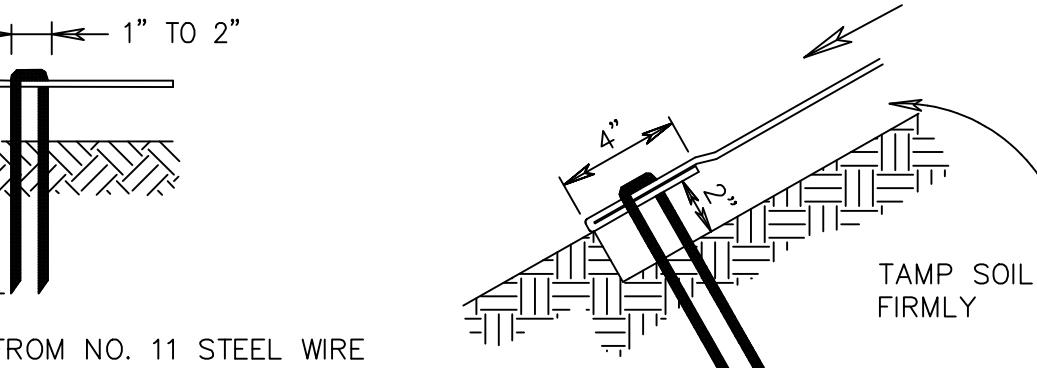
PLAN VIEW



ANCHOR SLOT



JUNCTION SLOT



STAPLE DETAIL



TERMINAL FOLD

STAPLES FORMED FROM NO. 11 STEEL WIRE
8" STAPLE MIN. LENGTH FOR SANDY SOIL
6" STAPLE MIN. LENGTH FOR OTHER SOIL

CONSTRUCTION SITE PLAN GENERAL NOTES
CONSTRUCTION METHODS

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS, VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS, AND LOCAL JURISDICTIONAL STANDARDS AND SPECIFICATIONS, WHERE APPLICABLE.
- THE LOCATION OF EXISTING UTILITIES AS SHOWN IS APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION WORK AND NOTIFY ENGINEER IMMEDIATELY IF LOCATIONS DIFFER FROM PLANS.
- THE CONTRACTOR SHALL NOTIFY MISS UTILITY AT 1-800-552-7001 OR 811 PRIOR TO ANY CONSTRUCTION WORK IN THIS AREA.
- HANDICAPPED ACCESSIBILITY / ADA COMPLIANCE**

 - THE MAXIMUM ALLOWABLE CROSS SLOPE ACROSS ACCESSIBLE PARKING SPACES AND ACCESSIBLE AISLES IS 2%. NO SLOPE IN ANY DIRECTION SHALL EXCEED 2% WITHIN ADA PARKING SPACES OR AISLES.
 - THE MAXIMUM ALLOWABLE LONGITUDINAL SLOPE ALONG ACCESSIBLE AISLES IS 5%.
 - THE CONTRACTOR SHALL VERIFY SLOPES AND GRADES FOR ALL ACCESSIBLE PARKING SPACES AND ACCESS AISLES AFTER STAKING IS COMPLETE AND BOTH BEFORE AND AFTER INSTALLATION.
 - ANY SLOPE DISCREPANCIES DETECTED BY THE SURVEYOR AND/OR CONTRACTOR SHALL BE REPORTED TO THE ENGINEER PRIOR TO INSTALLATION.
 - UNLESS SPECIFICALLY NOTED ON THE SITE PLAN, DETECTABLE WARNING STRIPS ARE REQUIRED AT ALL CURB RAMPS AND FLUSH CURB TRANSITIONS TO PARKING LOTS.
 - HAND RAILS ARE REQUIRED FOR ANY ACCESSIBLE SITE PEDESTRIAN RAMPS WITH LONGITUDINAL SLOPES THAT EXCEED 5% AND / OR 6-INCHES IN RISE.
 - SITE HAND RAILS SHALL BE PER VDOT / ADA / ANSI STANDARDS AND SPECIFICATIONS, UNLESS NOTED OTHERWISE.
 - SITE HAND RAILS SHALL BE INSTALLED ON BOTH SIDES OF THE SITE SIDEWALKS WHERE HAND RAILS ARE REQUIRED.
 - PER VDOT STANDARDS, THE MAXIMUM PERMISSIBLE CURB RAMP SLOPE IS 12:1.
 - WHEEL STOPS FOR ACCESSIBLE PARKING SPACES SHALL BE INSTALLED 3'-0" OFF THE FACE OF CURB.
 - GUTTER PAN INSTALLED IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% SLOPE.
 - NO VERTICAL TRANSITIONS IN ADA ACCESSIBLE ROUTES SHALL EXCEED 1/4".

GENERAL NOTES

PROVIDE NEW MATERIALS AND WORKMANSHIP IN CONFORMANCE WITH ALL APPLICABLE CODES, STATE AND FEDERAL LAWS, LOCAL ORDINANCES, INDUSTRY STANDARDS, AND OTHER CRITERIA WHICH WOULD NORMALLY APPLY TO WORK OF THIS NATURE. NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERING A CONFLICT IN CODES, ORDINANCES, STANDARDS, OR OTHER CRITERIA. APPLICABLE CODES AND STANDARDS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, THE FOLLOWING:

- BOCA – BASIC CODES
- ROANOKE COUNTY
- VDOT – VIRGINIA DEPARTMENT OF TRANSPORTATION, ROAD AND BRIDGE STANDARDS AND SPECIFICATIONS
- VIRGINIA EROSION AND SEDIMENT CONTROL REGULATIONS AND HANDBOOK
- OSHA – OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
- ASTM – AMERICAN SOCIETY FOR TESTING AND MATERIALS
- WWVA – WESTERN VIRGINIA WATER AUTHORITY

MAINTAIN A SET OF APPROVED PLANS ON SITE AT ALL TIMES DURING CONSTRUCTION.

OBTAIN EACH REQUIRED PERMIT PRIOR TO COMMENCING THAT PART OF THE WORK. PAY REQUIRED FEES.

NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF CONDITIONS WHICH DIFFER FROM THOSE SHOWN ON THE PLANS.

COMPLY WITH LOCAL ORDINANCES FOR BURNING OF WASTE. TRANSPORT WASTE MATERIALS AND UNSUITABLE MATERIALS FROM OWNER'S PROPERTY.

A PRECONSTRUCTION MEETING MUST TAKE PLACE PRIOR TO COMMENCING WORK. AS A MINIMUM, THE CONTRACTOR, OWNER'S AGENT AND COUNTY'S AGENT MUST ATTEND.

VERIFY THE LOCATION AND ELEVATION OF EACH EXISTING UNDERGROUND UTILITY IN AREAS OF CONSTRUCTION PRIOR TO COMMENCEMENT OF WORK. CONTACT ENGINEER IMMEDIATELY IF THERE APPEARS TO BE A CONFLICT, UPON DISCOVERY OF A UTILITY WHICH IS NOT SHOWN, AND UPON DISCOVERY OF A LOCATION OR ELEVATION WHICH DIFFERS FROM THAT SHOWN. TO LOCATE UTILITIES, CALL "MISS UTILITY", 1-800-552-7001. UTILITY LOCATIONS SHOWN ARE THE RESULT OF A COMBINATION OF FIELD LOCATION AND EXISTING INFORMATION. LOCATIONS ARE APPROXIMATE.

REPAIR ALL DAMAGE TO ANY UTILITY, PUBLIC OR PRIVATE, CAUSED AS A RESULT OF CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO OWNER.

NOTIFY OWNERS OF UTILITIES IN AREAS OF CONSTRUCTION PRIOR TO COMMENCEMENT OF EXCAVATION.

SIGNAGE SHALL COMPLY WITH THE APPLICABLE REGULATIONS OF THE COUNTY. A SEPARATE PERMIT IS REQUIRED.

ANY SITE DEVELOPMENT OUTSIDE OF THE SCOPE OF THIS PLAN WILL REQUIRE SITE PLAN REVIEW AND APPROVAL.

ENGINEERS NOTES

BALZER AND ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR ADEQUACY OF PLANS OR FOR INFORMATION ON PLANS UNTIL SUCH PLANS HAVE BEEN APPROVED BY THE REQUIRED PUBLIC AGENCIES.

ANY WORK COMMENCED ON A PROJECT PRIOR TO PLAN APPROVAL IS AT SOLE RISK OF THE DEVELOPER.

BALZER AND ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE PLANS AND WILL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.

SUBDIVISION & SITE CONSTRUCTION PLAN GENERAL NOTES

ALL MATERIALS AND CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CURRENT VIRGINIA DEPARTMENT OF TRANSPORTATION'S STANDARDS AND SPECIFICATIONS.

LAND USE PERMITS (CE-7P) MUST BE OBTAINED FROM THE VIRGINIA DEPARTMENT OF TRANSPORTATION PRIOR TO BEGINNING ANY CONSTRUCTION WITHIN THE EXISTING STATE MAINTAINED RIGHT-OF-WAY (INCLUDING ACCESS). VDOT IS TO RECEIVE WRITTEN NOTIFICATION 48 HOURS PRIOR TO COMMENCING WITH INITIAL CONSTRUCTION ACTIVITIES WITHIN SAID RIGHT-OF-WAYS.

THE CONTRACTOR SHALL VERIFY THE ELEVATIONS OF ALL POINTS OF CONNECTION OR PROPOSED WORK TO EXISTING CURBS, SANITARY LINES, WATER LINES, ETC., PRIOR TO CONSTRUCTION.

UPON THE DISCOVERY OF SOILS THAT ARE UNSUITABLE FOR FOUNDATIONS, SUBGRADES, OR OTHER ROADWAY CONSTRUCTION PURPOSES, THE CONTRACTOR SHALL IMMEDIATELY CONTACT A GEOTECHNICAL ENGINEER AND VDOT. THESE AREAS SHALL BE EXCAVATED BELOW PLAN GRADE AS DIRECTED BY THE GEOTECHNICAL ENGINEER, BACKFILLED WITH SUITABLE MATERIAL AND COMPACTION IN ACCORDANCE WITH CURRENT VDOT SPECIFICATIONS.

ALL STORM SEWER DESIGN AND CONSTRUCTION TO BE IN ACCORDANCE WITH VDOT STANDARDS AND SPECIFICATIONS.

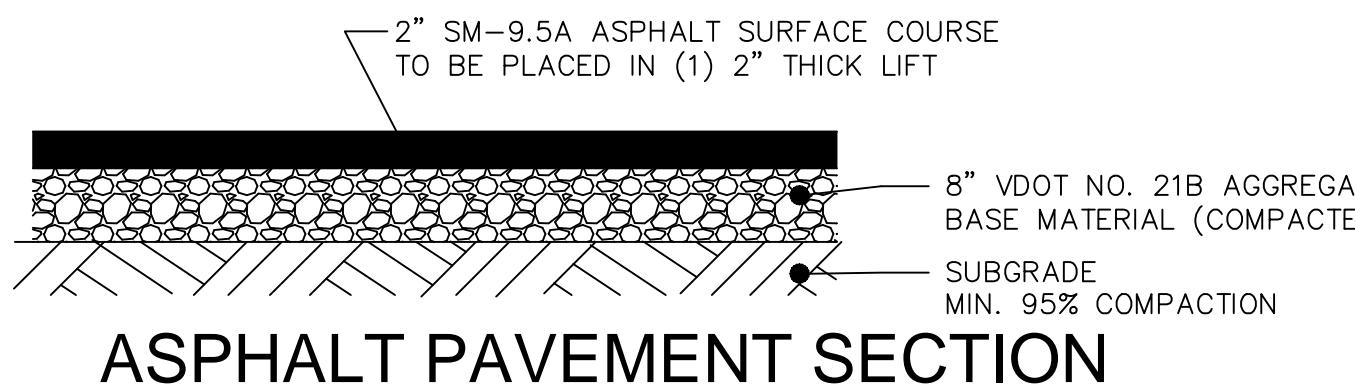
ALL ENTRANCES ARE TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CURRENT VDOT STANDARDS.

CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHOWN ON PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON PLAN. IF THERE APPEARS TO BE A CONFLICT, AND/OR UPON DISCOVERY OF ANY UTILITY SHOWN ON THIS PLAN, CALL MISS UTILITY OF CENTRAL VIRGINIA AT 1-800-552-7001. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY UTILITY WITHIN EXISTING AND/OR PROPOSED RIGHT-OF-WAY REQUIRED BY THE DEVELOPMENT.

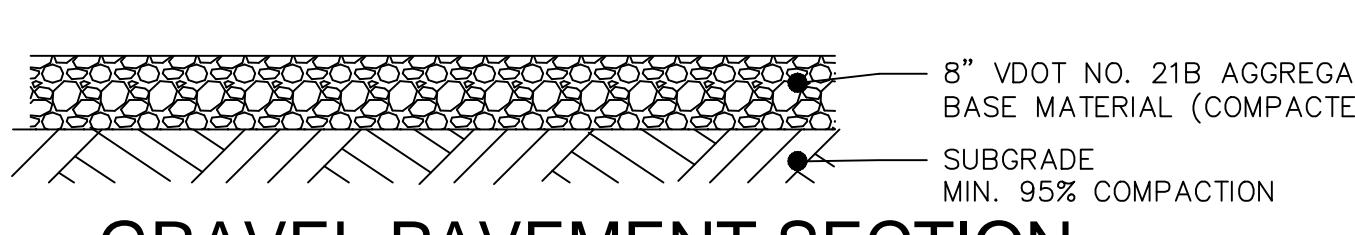
A PRIME COAT SEAL BETWEEN THE AGGREGATE BASE AND BITUMINOUS CONCRETE WILL BE REQUIRED AT A RATE OF 0.30 GALLONS PER SQUARE YARD (REC-250 PRIME COAT) PER VDOT STANDARDS AND SPECIFICATIONS.

THE SCHEDULING OF AGGREGATE BASE INSTALLATION AND SUBSEQUENT PAVING ACTIVITIES SHALL ACCOMMODATE FORECAST WEATHER CONDITIONS PER SECTION 315 OF THE ROAD AND BRIDGE SPECIFICATIONS.

ALL VEGETATION AND ORGANIC MATERIAL IS TO BE REMOVED FROM THE PARKING LOT LIMITS PRIOR TO CONDITIONING OF THE SUBGRADE.

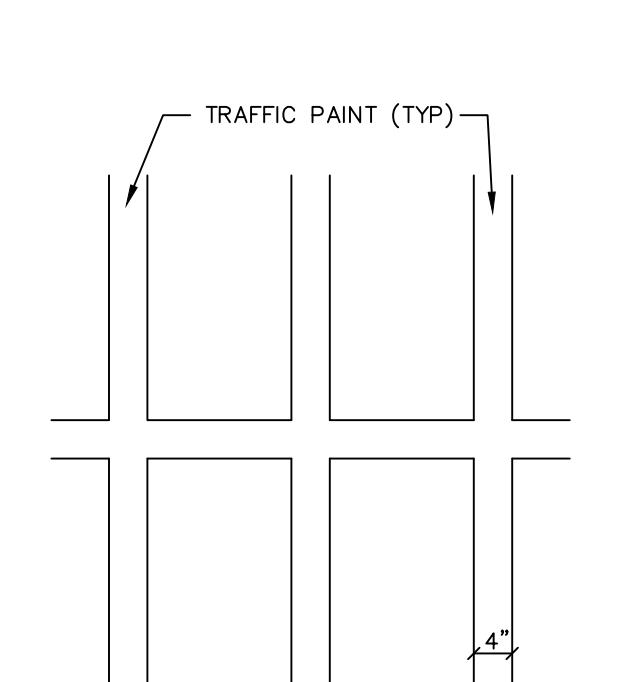


NOTE:
1. G.C. SHALL BE RESPONSIBLE FOR OBTAINING ADEQUATE SUB-GRADE
COMPACTION PRIOR TO PAVEMENT CONSTRUCTION.

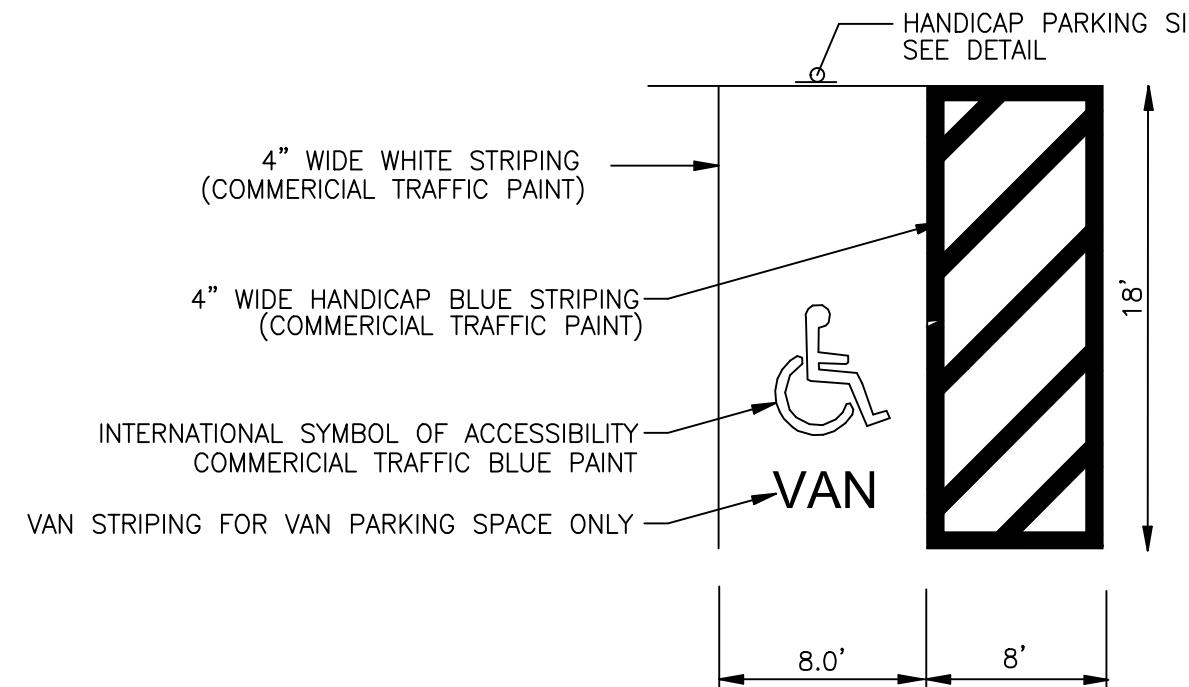


NOTE:
1. G.C. SHALL BE RESPONSIBLE FOR OBTAINING ADEQUATE SUB-GRADE
COMPACTION PRIOR TO PAVEMENT CONSTRUCTION.

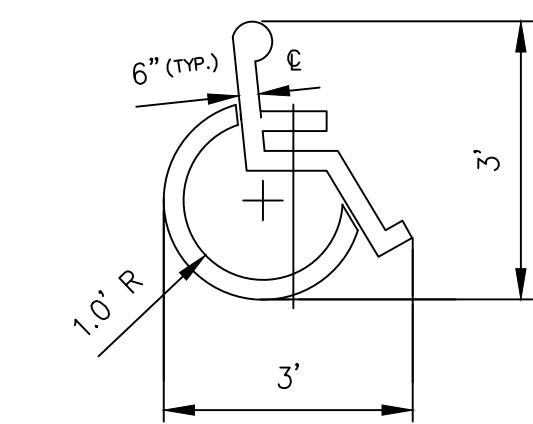
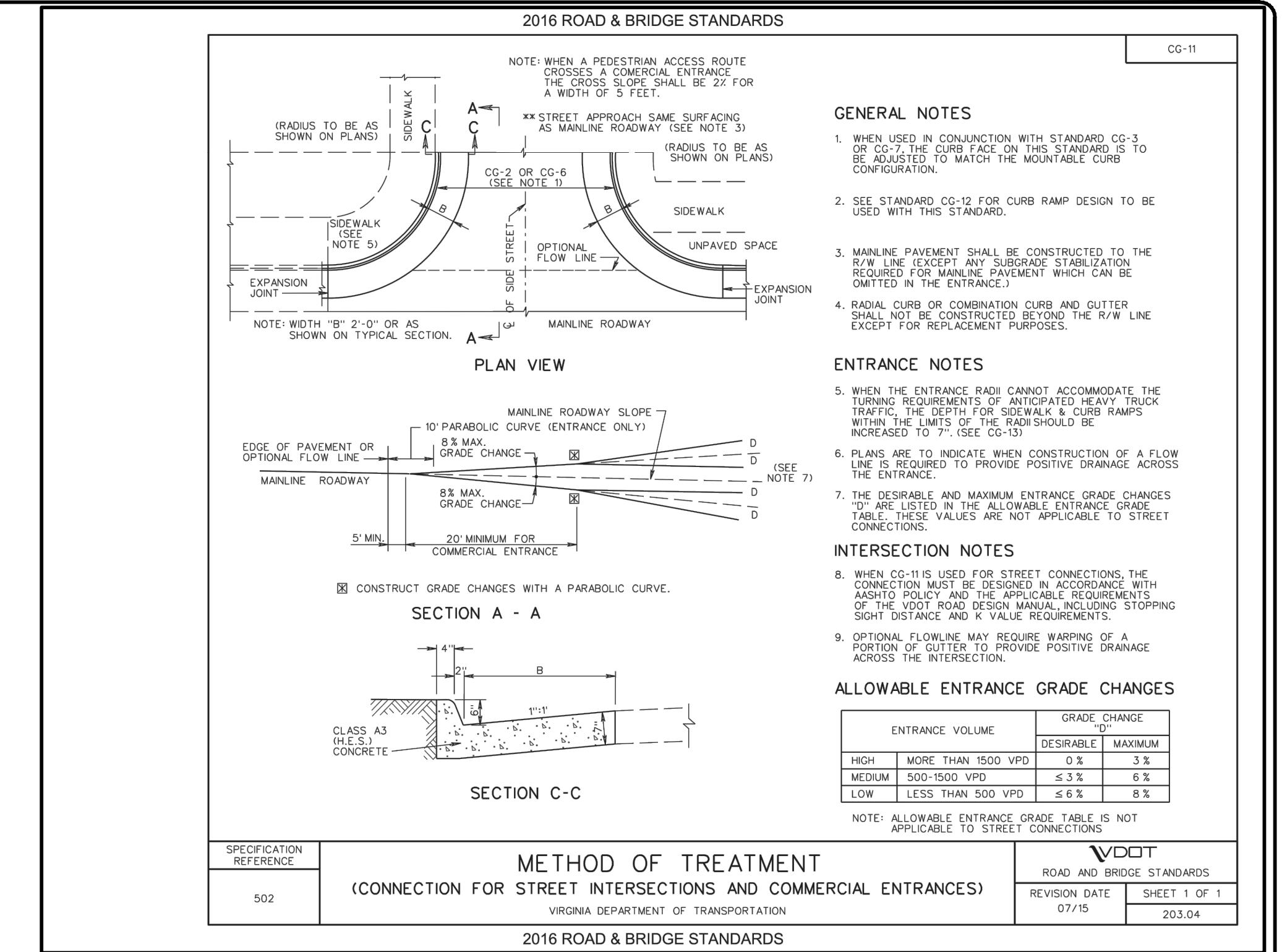
2. BID ALTERNATE: 2" SM-9.5A CAP
2 COATS WHITE



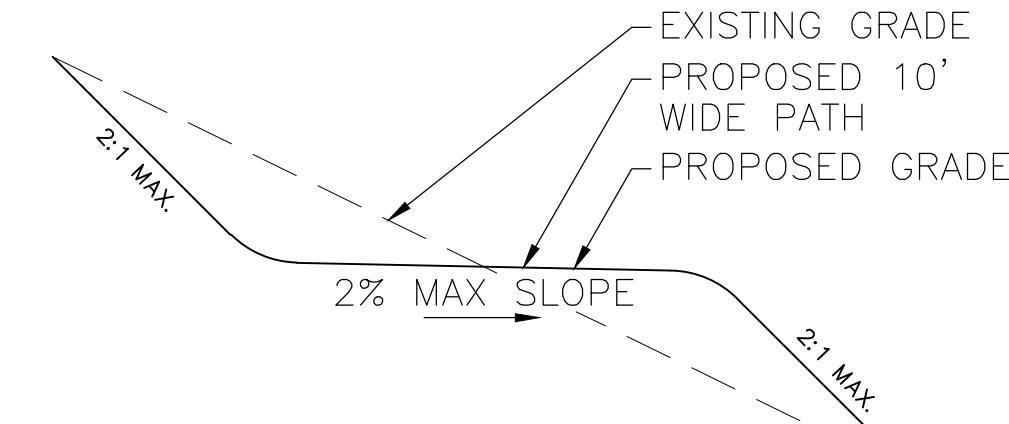
NOTE: SEE SITE PLAN FOR LAYOUT
OF PARKING LOT STRIPING.



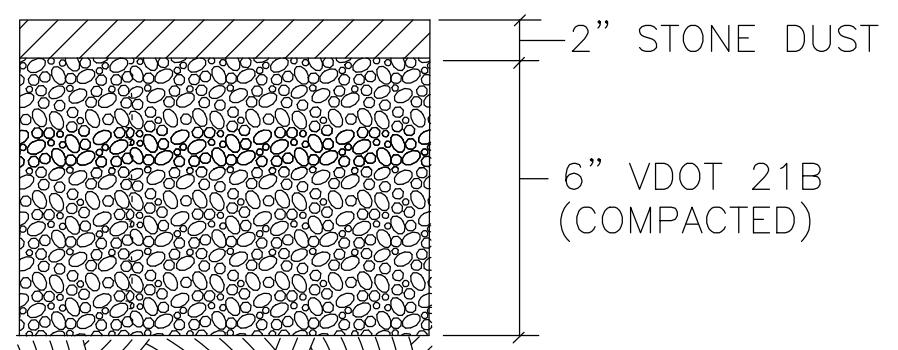
NOTE: WIDTH "B" 2'-0" OR AS
SHOWN ON TYPICAL SECTION.



EXISTING GRADE
PROPOSED 10'
WIDE PATH
PROPOSED GRADE

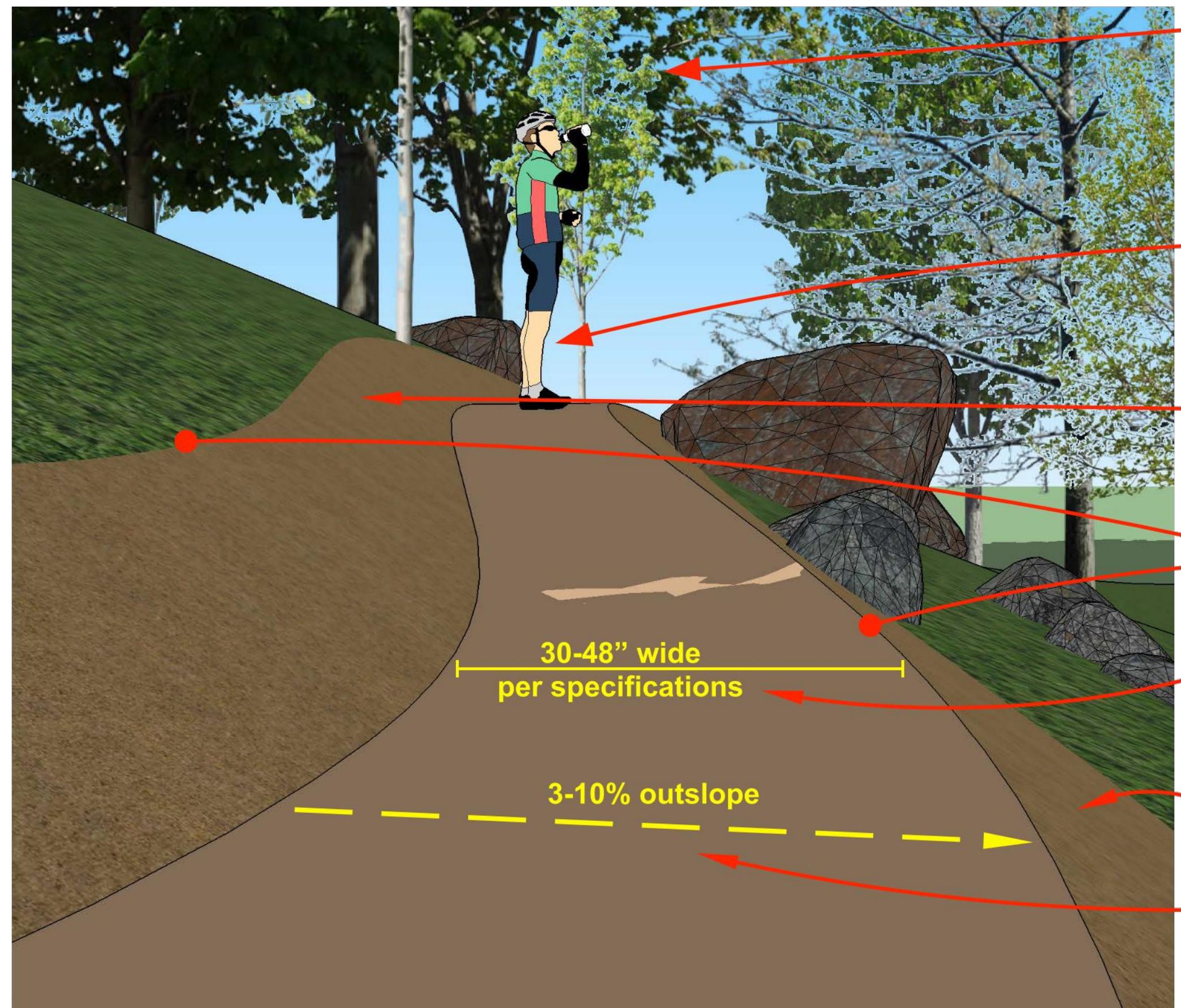


1. LONGITUDINAL SLOPE OF THE PATH IS TO BE LIMITED
TO A MAXIMUM OF 8.33%.



1. 6" STONE BASE MUST BE PLACED IN TWO LIFTS OF NO MORE THAN 3" EACH.
2. G.C. TO ENSURE A MINIMUM OF 95% COMPACTION OF THE SUB-GRADE PRIOR
TO STABILIZATION.
3. G.C. TO PROVIDE CROSS SLOPE IN DIRECTION OF NATURAL GRADE TO
MAINTAIN SHEET FLOW ACROSS THE PATH.

Trail Specifications: Bike Optimized Cross-Country Trails



NOTE: BIKE-OPTIMIZED CROSS-COUNTRY TRAIL DETAILS SHALL BE UTILIZED FOR ALL NEW TRAILS EXCEPT THE PROPOSED CONNECTOR TRAIL. TRAIL WIDTHS SHALL BE AS SPECIFIED ON PLAN SHEETS.

NOTE: TRAIL DETAILS PROVIDED BY KAY-LINN AS PART OF DRAWING SET TITLED 'EXPLORE BIKE PARK' DATED 9-6-19.

Retain entire forest canopy/riparian buffer, no tree greater than 6" DBH to be removed

Rocks and trees used as trail anchors

Backslope blended into hillside, covered with leaf litter, native seed bank following construction

Critical point is rounded

Trail tread has gentle gradient (2-15%, not more than half prevailing hillside grade), 30-48" wide (per specifications) with minimal compaction

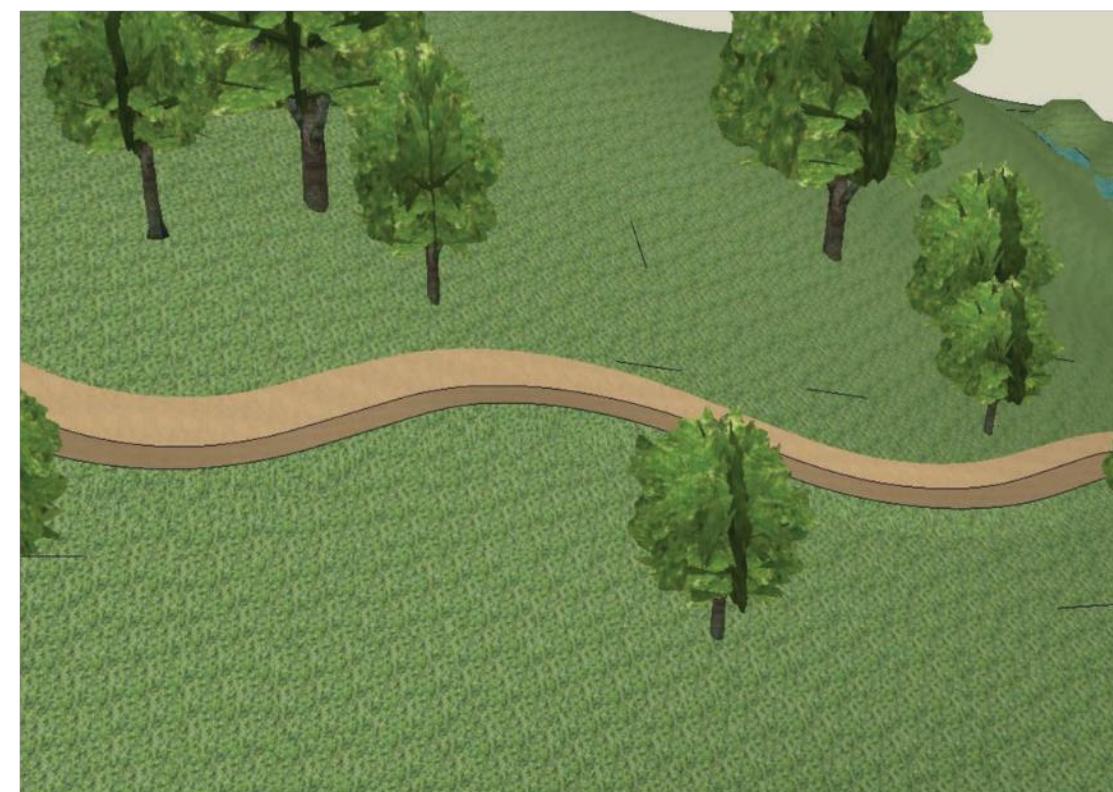
Spoils dispersed evenly, less than 4" deep, covered with leaf litter, native seed bank

Trail tread is outsloped 3-10%

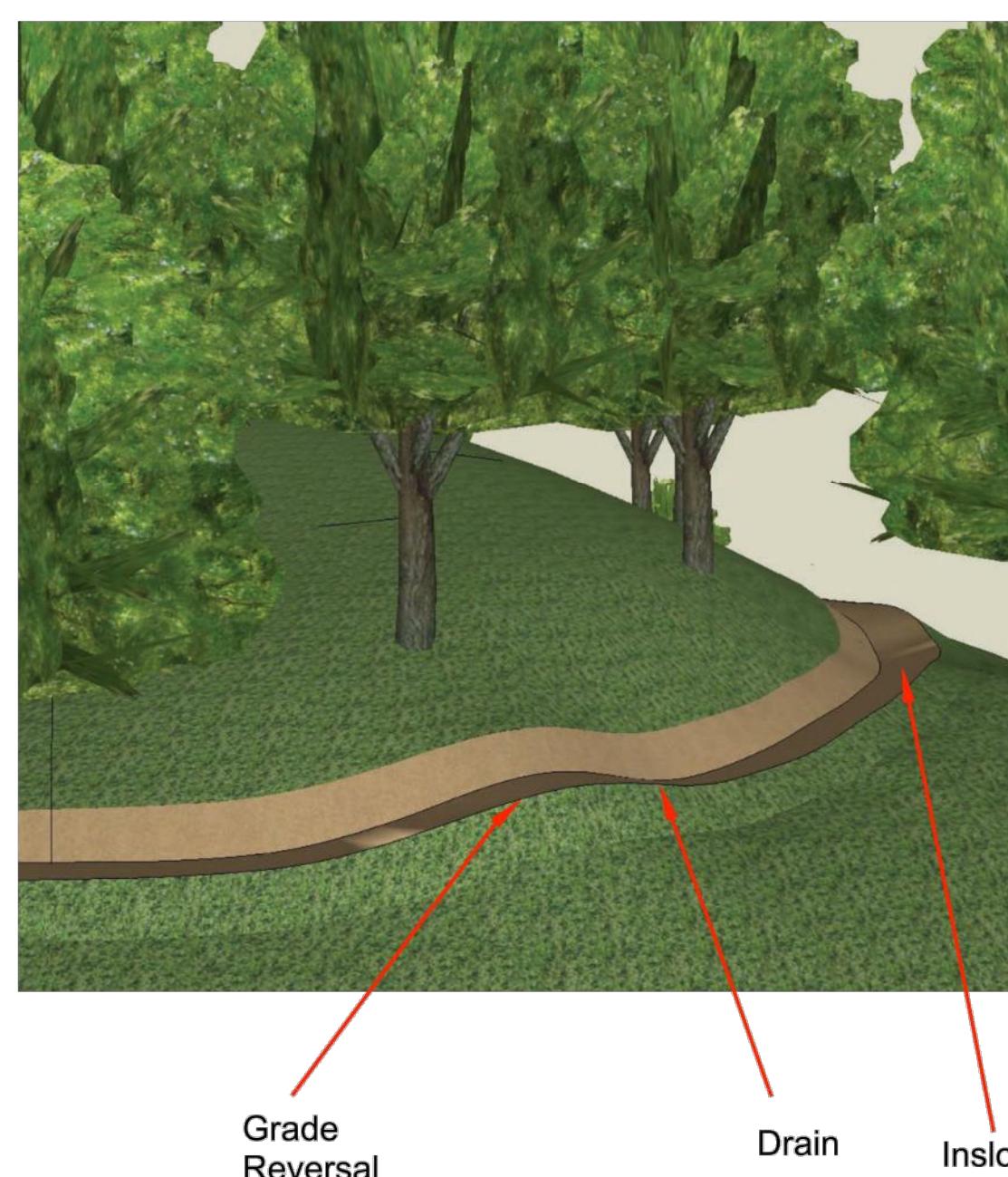
PROPOSED TRAIL CONSTRUCTION NOTES:

1. CROSS SLOPE OF THE PATH SHALL BE OUTSLOPED AT 3-10%.
2. MINOR GRADING OF SHOULDERs AS NECESSARY FOR DRAINAGE ACROSS THE TRAIL.
3. TREE CLEARING IS TO BE KEPT TO A MINIMUM THROUGHOUT THE SITE.
4. FINAL TRAIL LOCATION & ALIGNMENT TO BE COORDINATED WITH ROANOKE COUNTY PARKS, RECREATION, AND TOURISM BEFORE THE START OF CONSTRUCTION.
5. OVERHANGING TREES, LIMBS & VEGETATION SHALL BE CUT BACK SUCH THAT CORRIDOR SECTION SHALL CONSIST OF A CLEAR RIDING AREA UNOBSTRUCTED BY TREES, LIMBS & VEGETATION EXTENDING 12" BEYOND EITHER SIDE OF TRAIL EDGE AT A HEIGHT NO LESS THAN 8'.
6. CONSTRUCTED TREAD WIDTH MAY NARROW OVER SHORT DISTANCES WITH APPROVAL FROM ROANOKE COUNTY PARKS, RECREATION & TOURISM.

Rolling Contour - Outsloped Tread with frequent grade reversals to force water to drain off the trail, maintaining natural hydrologic flow patterns and watersheds.



Rolling Contour - Insloped Turn with Outsloped Grade Reversal to keep riders on trail and reduce lateral displacement of soil. Drains in grade reversals need to be 10-15% outsloped.



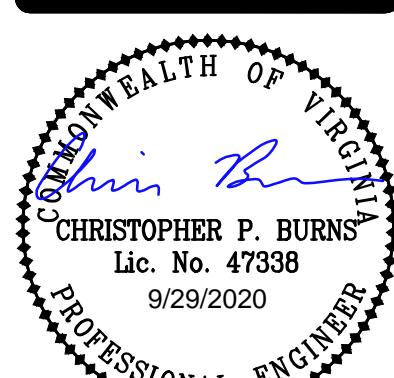
NOTE: DETAILS FOR NATURAL SKILLS FEATURES, SWITCHBACK, AND BRIDGE CROSSING PROVIDED BY KAY-LINN AS PART OF DRAWING SET TITLED 'EXPLORE BIKE PARK' DATED 9-6-19.



BALZER
& ASSOCIATES
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ENGINEERS / SURVEYORS

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CHRISTOPHER P. BURNS^{PE}
Lic. No. 47338
9/29/2020

PROFESSIONAL ENGINEER

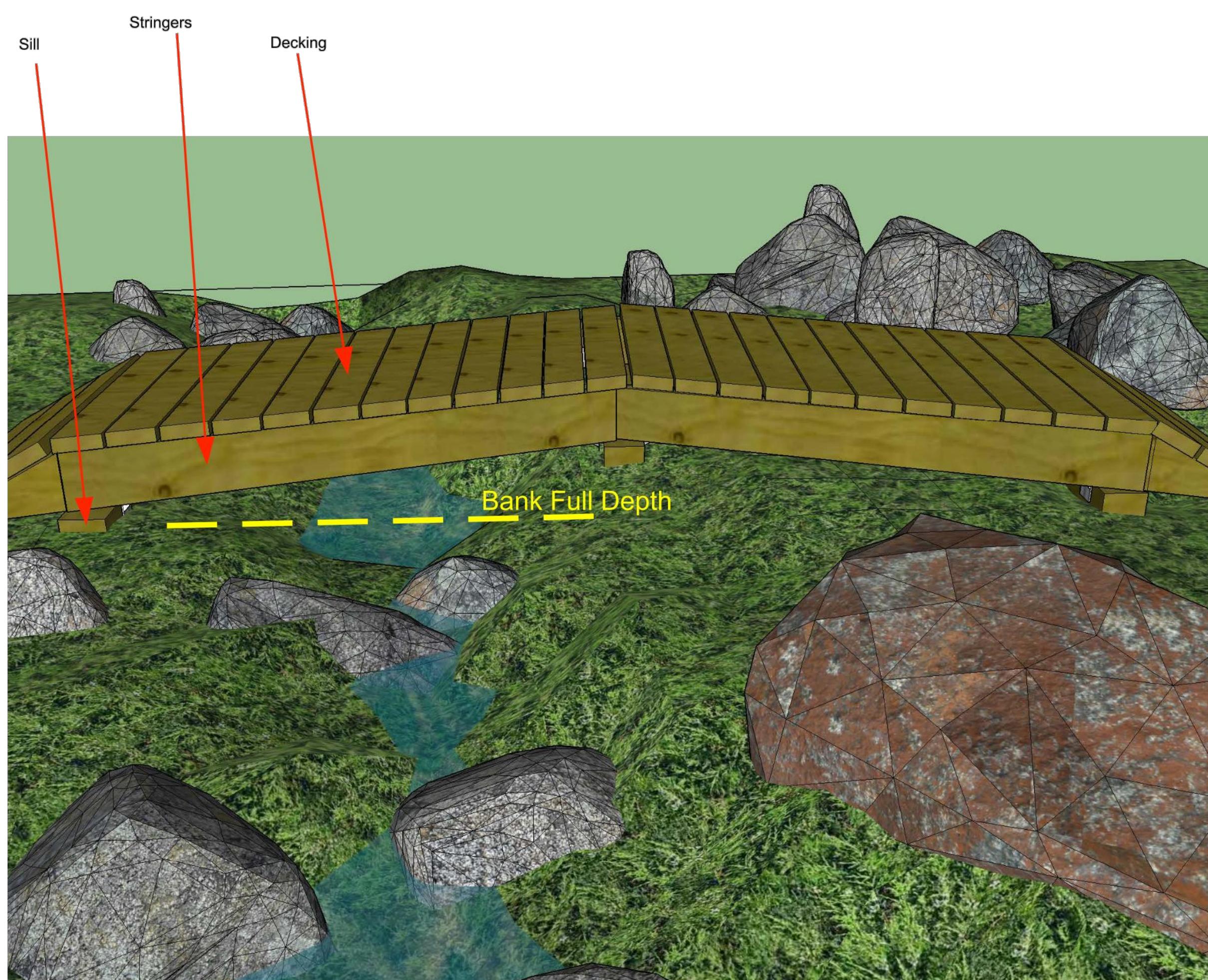
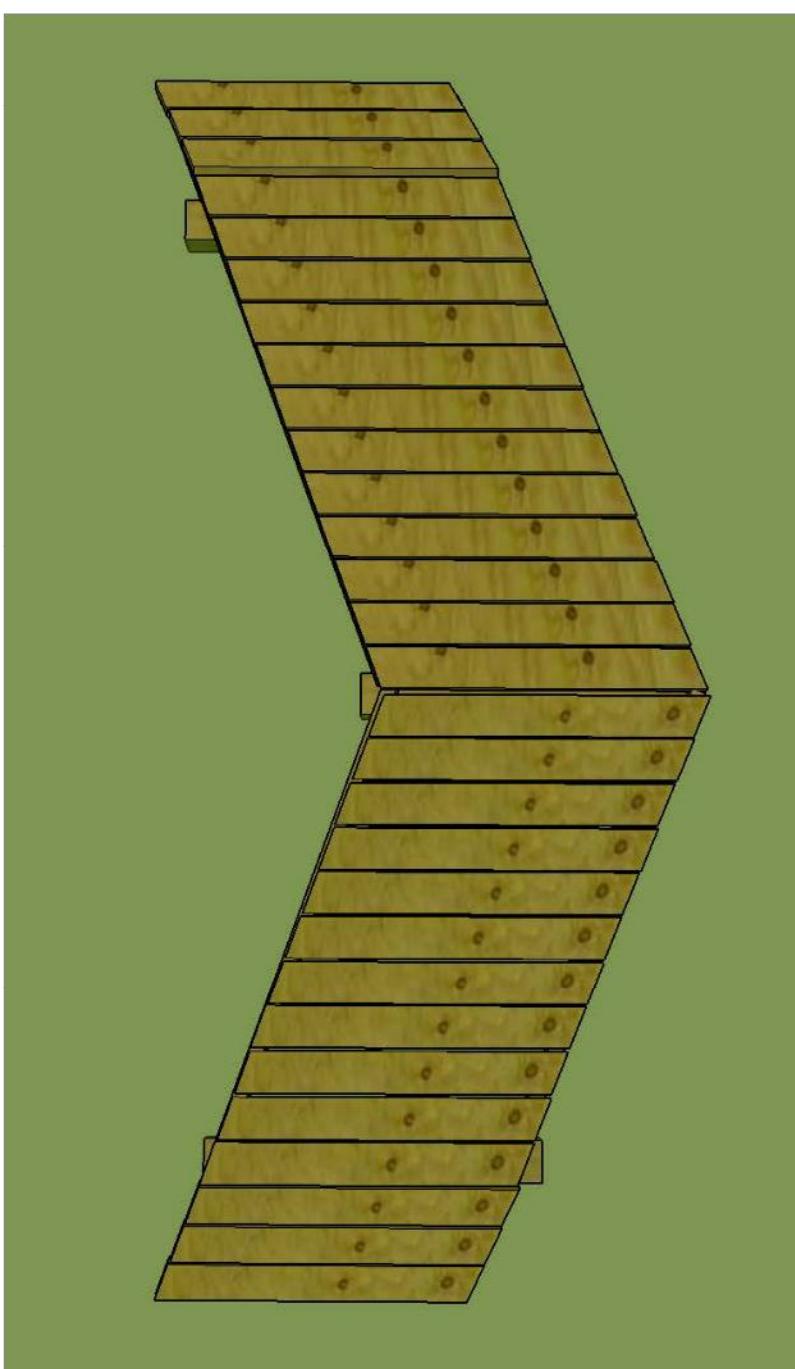
EXPLORE PARK MOUNTAIN BIKE FACILITY

DCR PROJECT VRT-318N170
SITE DETAILS 2

VINTON DISTRICT
ROANOKE COUNTY, VIRGINIA

Details 1. Puncheon and Bridge

Top View



Notes:

1. Bridges are specified for perennial streams with bed and bank structure equal to or deeper to 3 feet. Puncheons are specified for intermittent or lesser flowing streams. Construction process for bridges and puncheons are identical except for stringer size and footers. See notes 2, 4 and 5.
2. 6X6 ground contact sills, 1-2" above surrounding grade/height of potential flowing channel. 6" diameter 18" depth concrete footers for bridges greater than 18'.
3. 6x6 mud sills secured with 36" #5 rebar (~6" in from outside edge) and placed at locations above and lateral to channels or depressions.
4. Stringers will be set on 12" centers.
5. Stringers will be 2X10 for bridges less than 12'; 2X12 for bridges 12'-17'; Gluelam 2X16 for bridges 18'-23'. All pressure treated. For bridges, cross-bracing on 6' centers.
6. Hardware to connect stringers to mud sills: Simpson Strong Tie Hurricane Clips (H2.5 AZ) (Figure 1.), Tie Plates (TP47), and #9 1.5" hex drive screws (SD9112MB) (Figure 2).
7. Decking is 2x6 rough cut durable hardwood or marine grade pressure treated, fastened with 3.5" decking screws and 30-degree 3" ring shank framing nails.
8. Edges of deck materials should not extend more than 3" from edge of stringers.
9. Fall zones cleared of woody and sharp debris 8' to all lateral surfaces of bridge.
10. Curvilinear construction of puncheon to blend with surrounding topography when possible.

PREPARED BY:
Kay-Linn Enterprises
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Boulder CO 80305
scott@kay-linn.com
(303)241-2726

FOR:
Roanoke County Parks,
Recreation, and Tourism
Mr. Doug Blount, Director
1206 Gessier Mill Rd.,
Salem, VA 24153
(540)387-6078

ISSUE:
9.16.19

PROJECT:
Explore Bike Park
Construction Documents

a

15

Bottom View

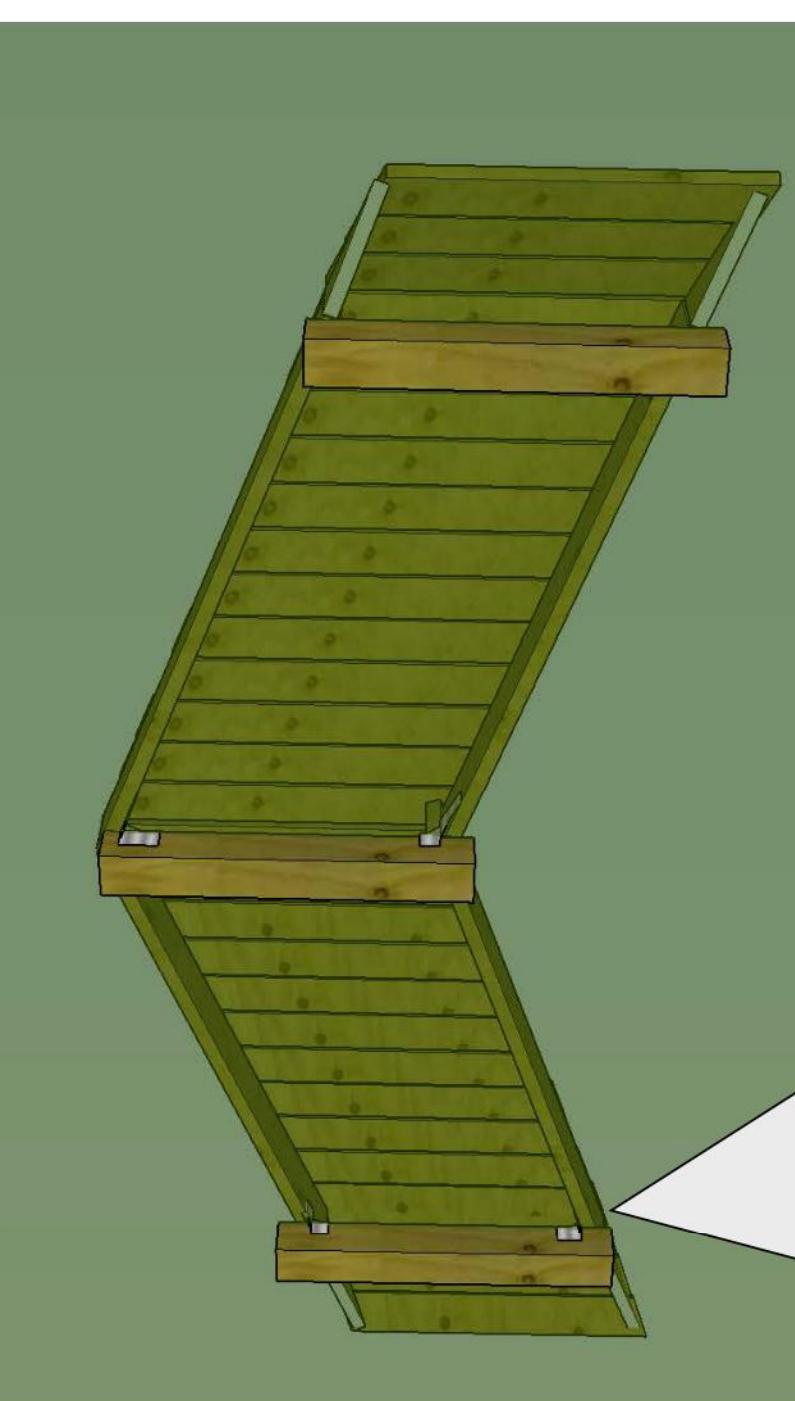


Figure 1.

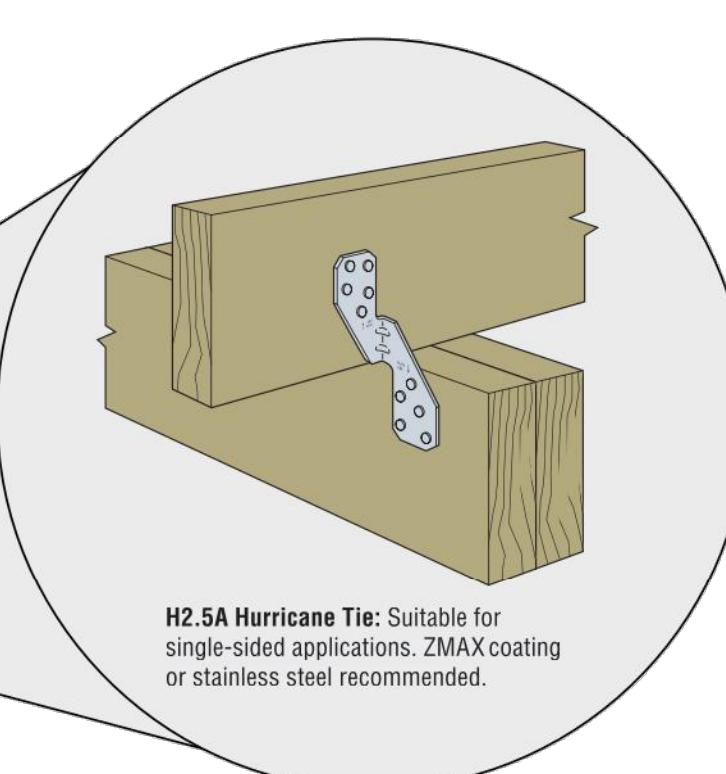
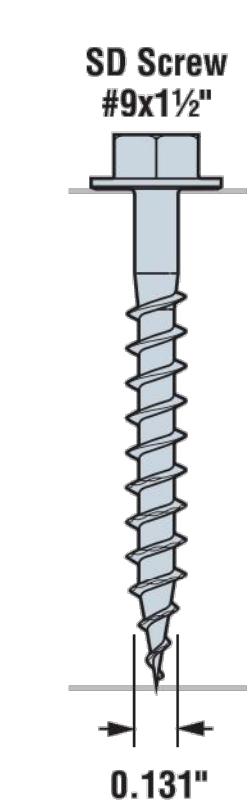
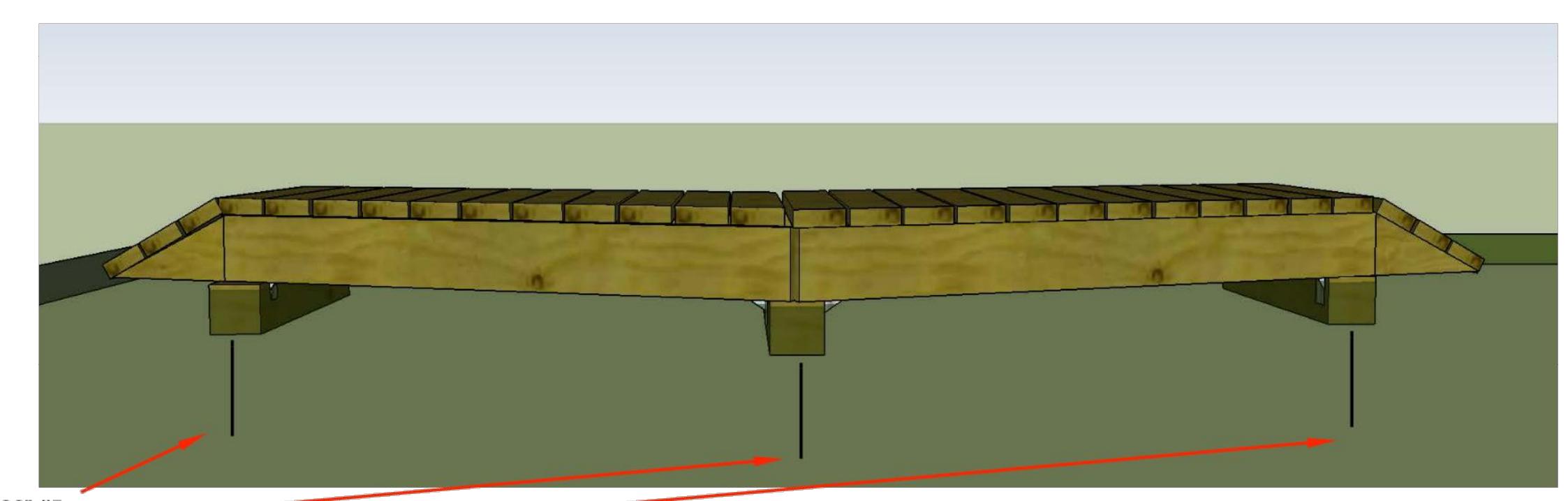


Figure 2.



Side View



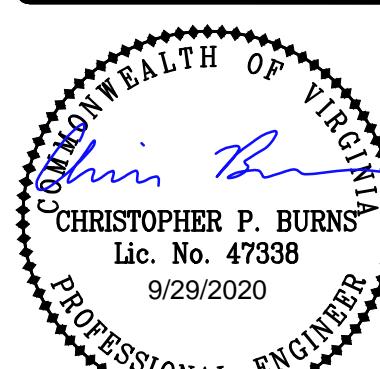
NOTE: DETAILS FOR NATURAL SKILLS FEATURES, SWITCHBACK, AND BRIDGE CROSSING PROVIDED BY KAY-LINN AS PART OF DRAWING SET TITLED 'EXPLORE BIKE PARK' DATED 9-6-19.



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EXPLORE PARK MOUNTAIN BIKE FACILITY

DCR PROJECT VRT-318N170

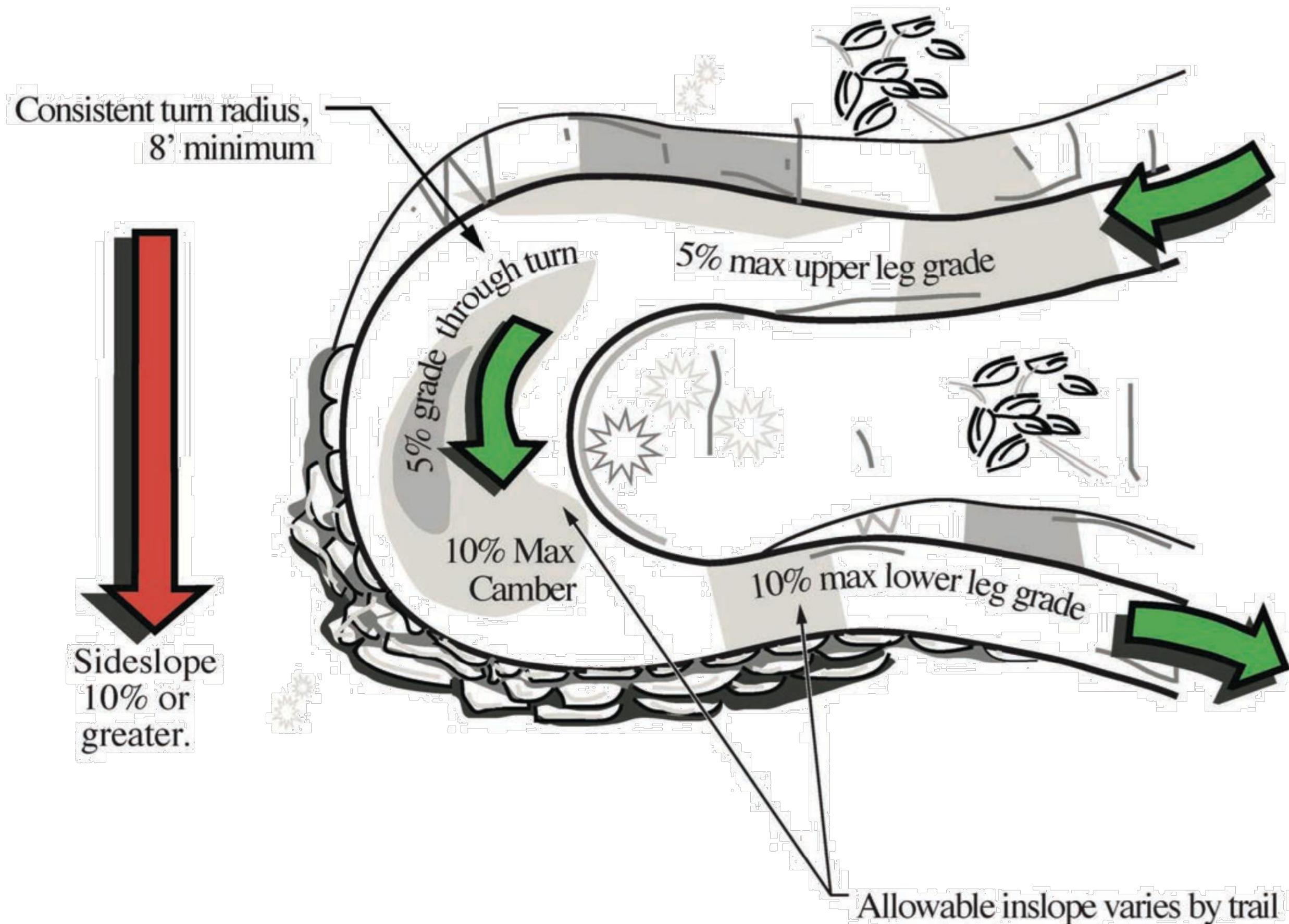
SITE DETAILS 3

VINTON DISTRICT
ROANOKE COUNTY, VIRGINIA

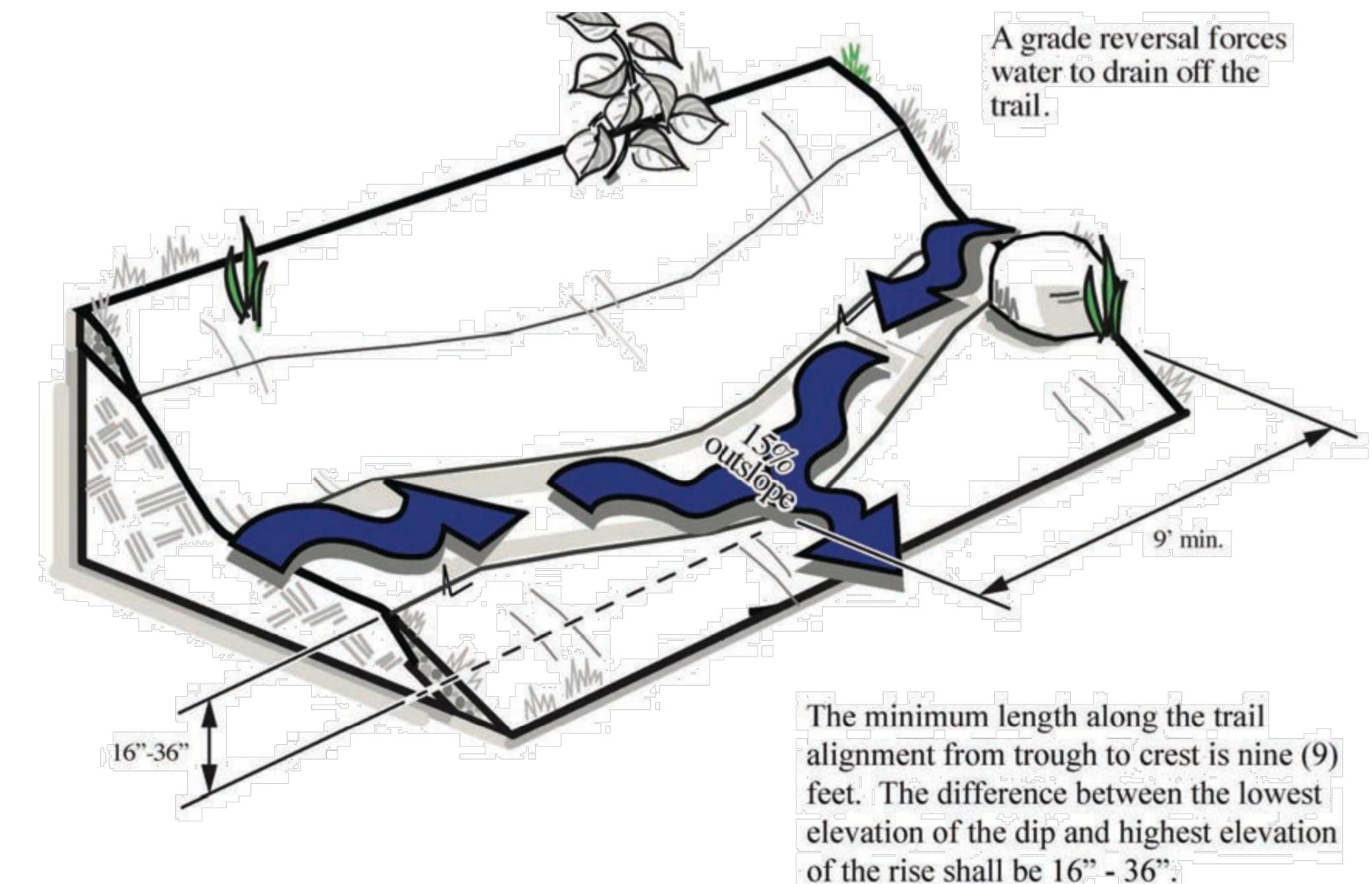
A. Dirt Switchback

NOT TO SCALE

Radius: 8'
Max Camber: 10%



NOTE: Each insloped turn includes a Grade Reversal (Section 1.1.9) before and after the turn. Any drainage features required to ensure the turn is well drained are included in the unit and are not separate items. The drains shall be a minimum of six (6) feet in length and have a maximum outslope of twenty percent (20%). The uphill drainage feature shall be sited to minimize the unweighting effects of higher speed users.



DIRT SWITCHBACK DETAIL

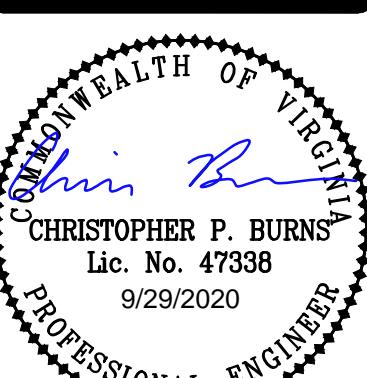
N.T.S.

C08.3

PROJECT NO. 04190055.00

DRAWN BY SMD
DESIGNED BY CPB
CHECKED BY BTC
DATE 8/7/2020
SCALE N/A
REVISIONS
9/9/2020
9/29/2020

NOTE: DETAILS FOR NATURAL SKILLS FEATURES, SWITCHBACK, AND BRIDGE CROSSING PROVIDED BY KAY-LINN AS PART OF DRAWING SET TITLED 'EXPLORE BIKE PARK' DATED 9-6-19.

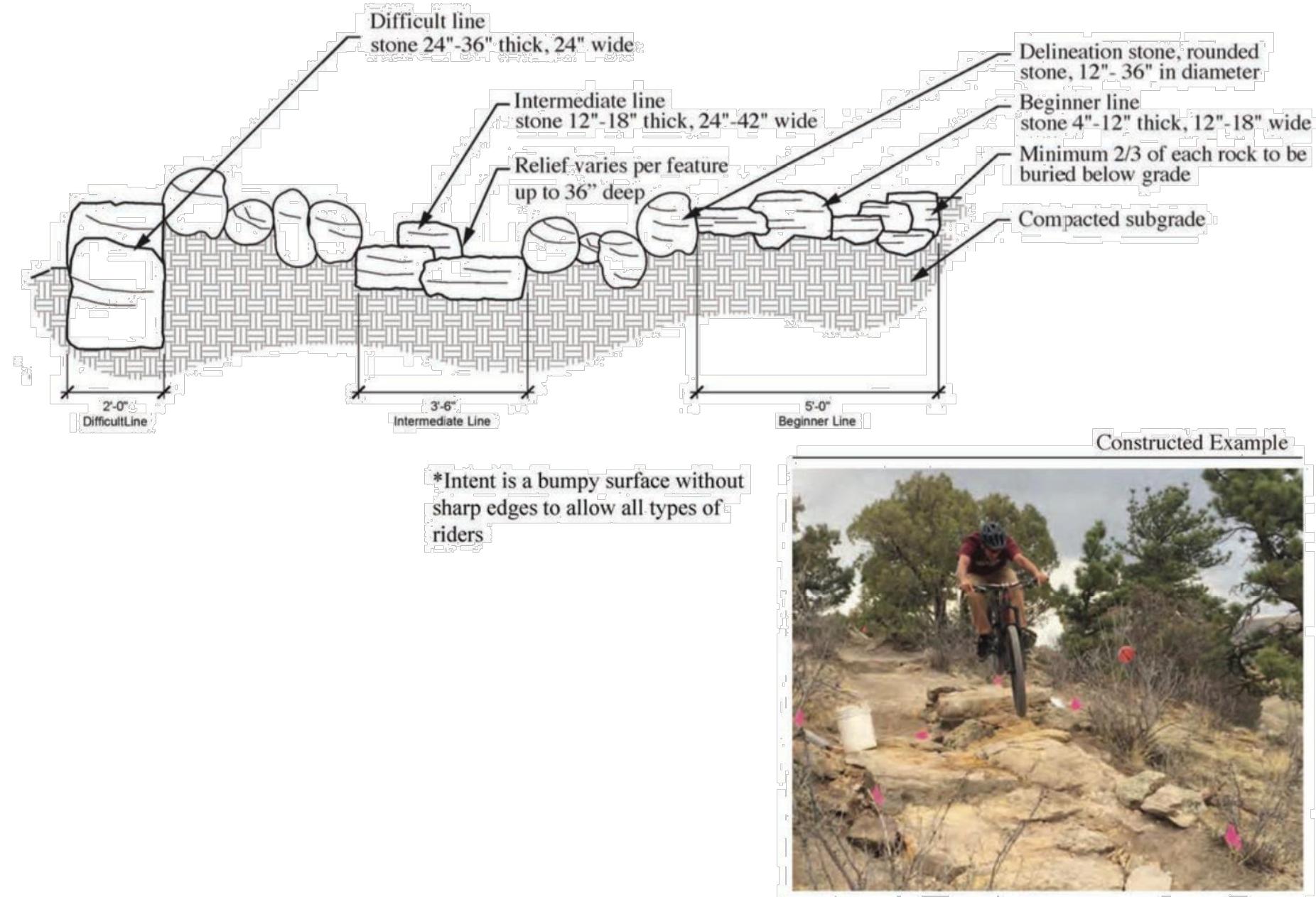


Rock Feature

Dimensions: 2'-6" x any length up to 60 sq ft.

NOT TO SCALE

Example of Multiple Adjacent Features

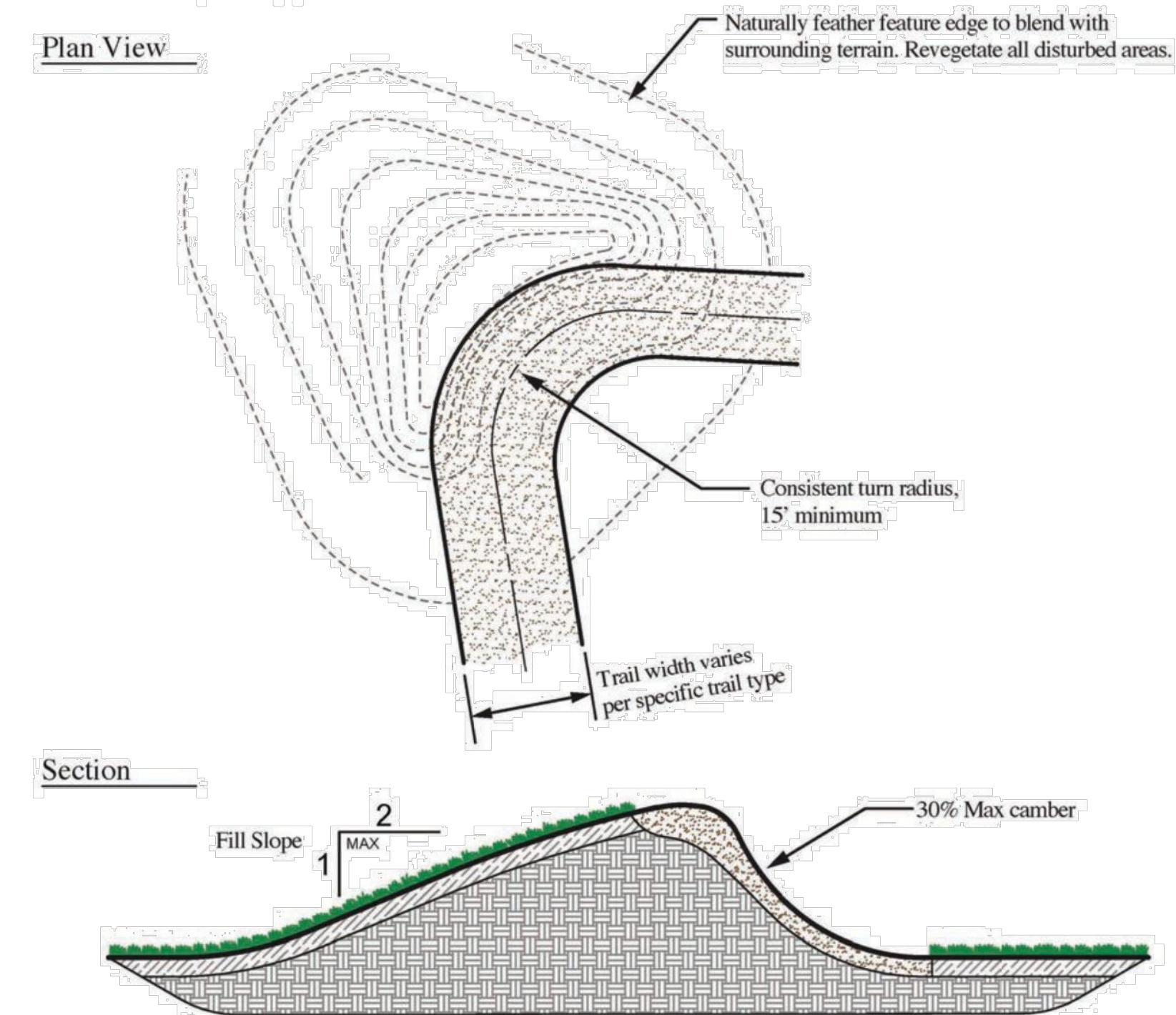


Dirt Berm

Radius: 15'
Max Camber: 30%

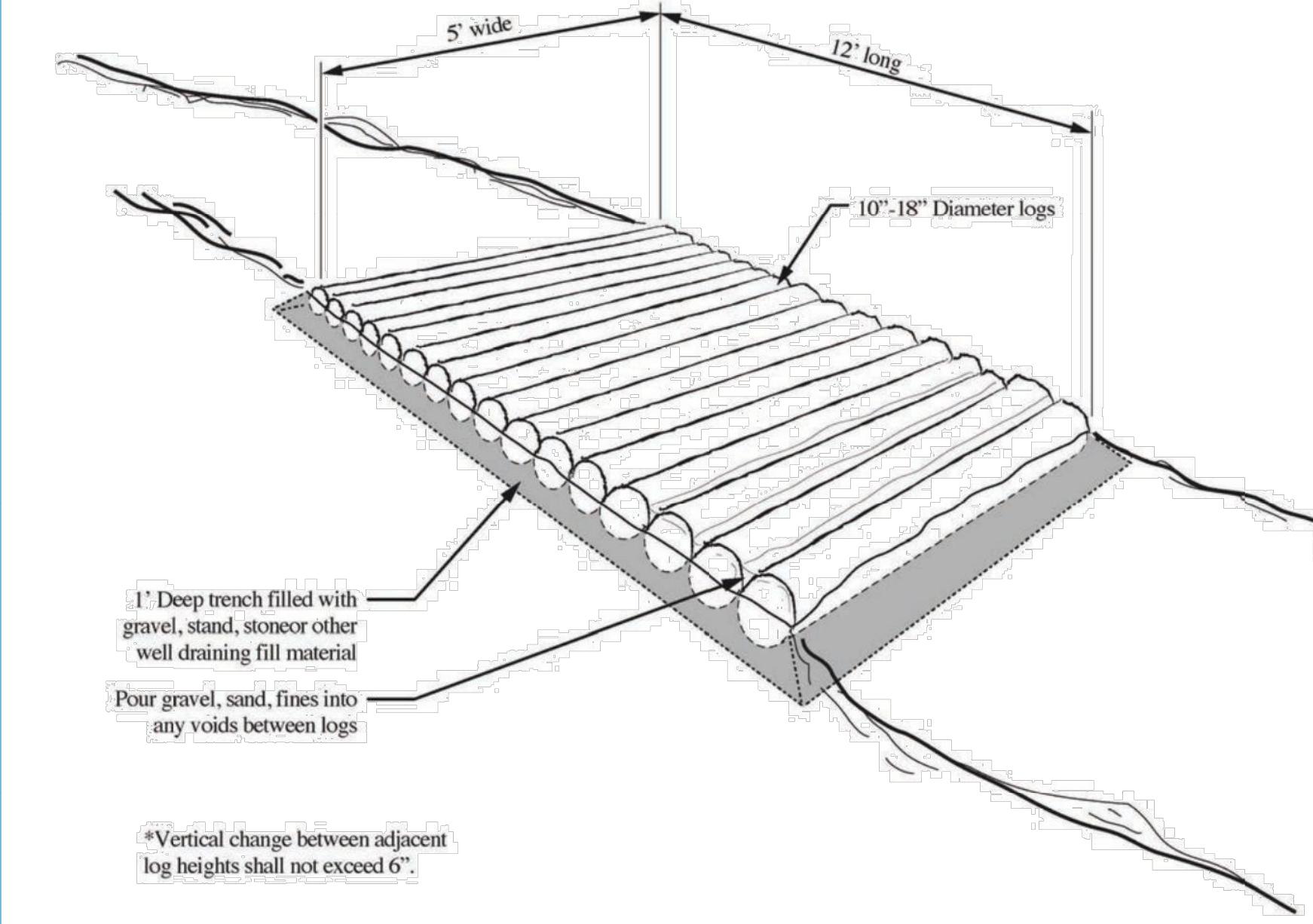
NOT TO SCALE

Plan View



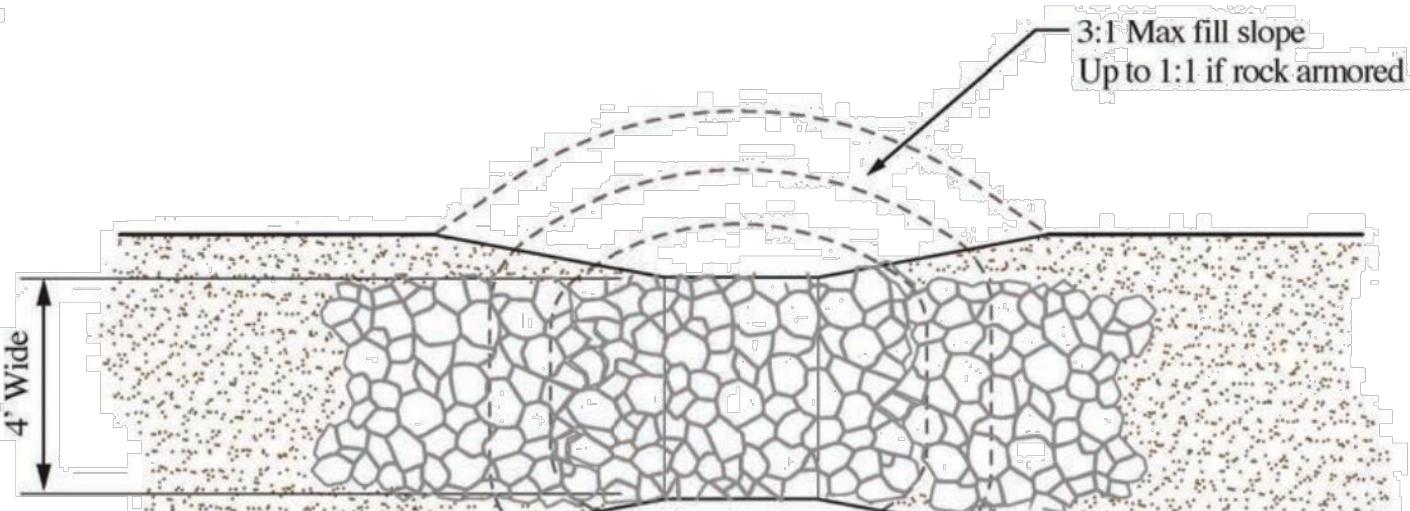
Log Rumble Strip

Dimensions: 5'W x 12'L

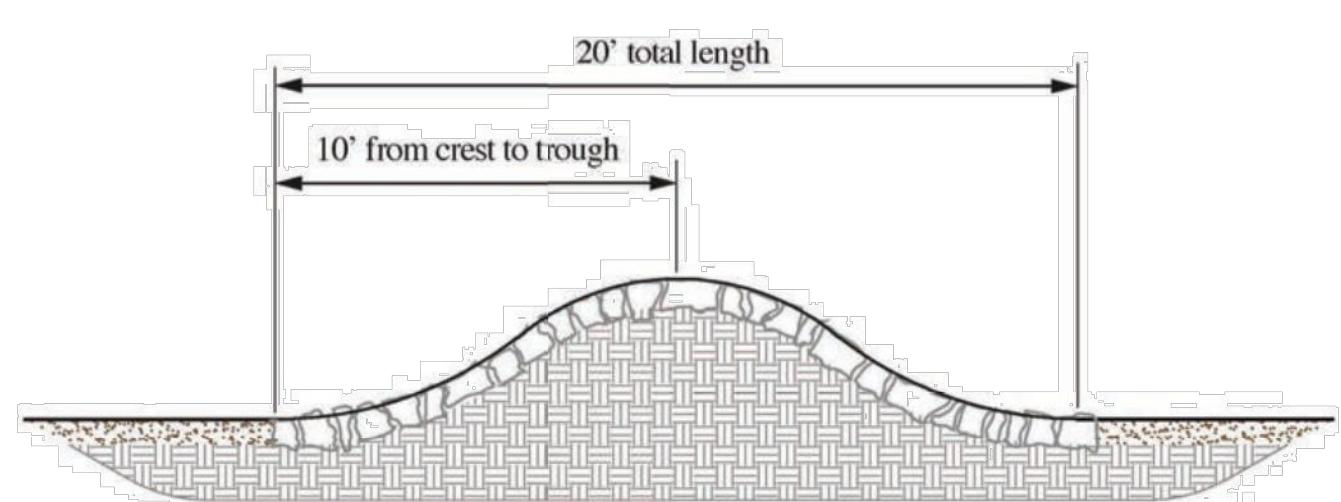


Rock Armored Roller

Plan View



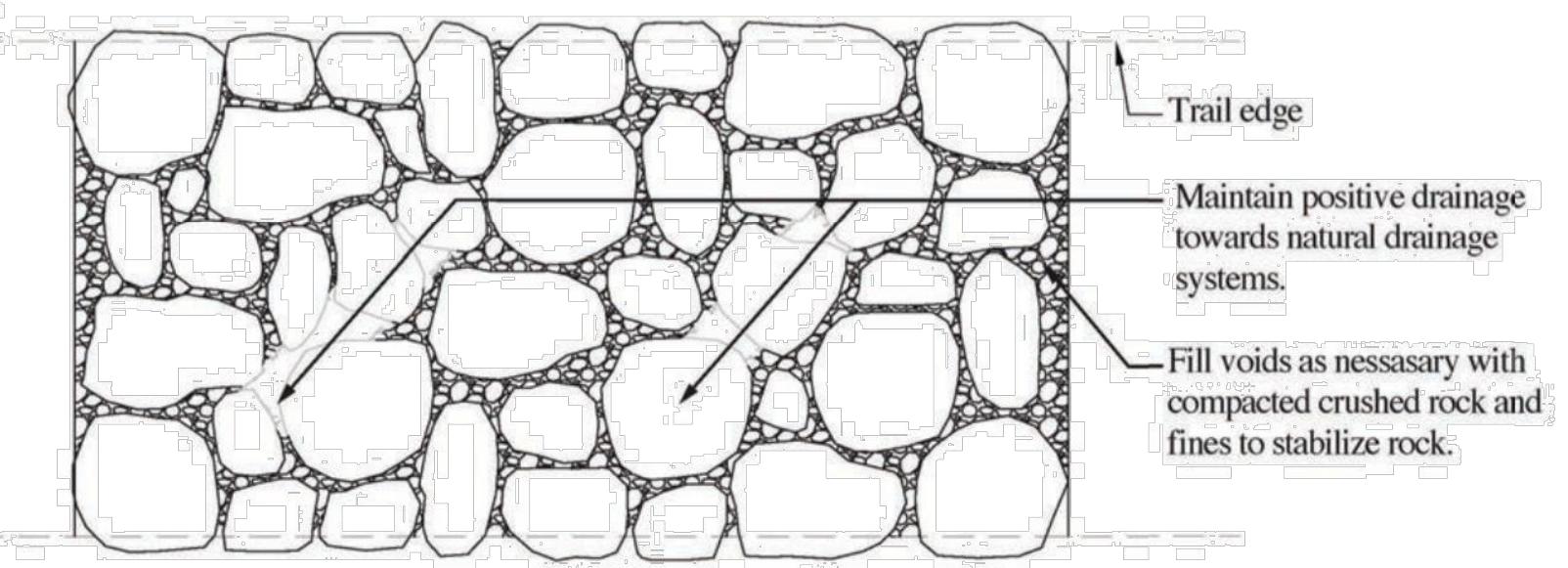
Section



Rock Garden I

NOT TO SCALE
Dimensions: W5'xL30'

Plan View



Section

