

Project Manual for Phase 1 Closure Addendum #6

Blue Ridge Resource Authority
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Buena Vista, Virginia 24416
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SCS ENGINEERS

02219206.00 | November 7, 2019

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1 EXECUTIVE SUMMARY

This addendum has been prepared by SCS Engineers (SCS) for the Blue Ridge Resource Authority (BRRRA) for the Project Manual for the Phase 1 Closure Project at BRRRA Landfill (landfill). The purpose of this addendum is to revise the opening date for Bids, provide answers to questions received since the last addendum, to incorporate this addendum into Bid Form, to incorporate additional addenda into the contract, and provide additional information about the project.

2 BID OPENING

BID OPENING DATE AND TIME

The Bid Opening will be revised to Friday November 15th, 2019 at 3:00 PM.

3 REVISED DOCUMENTS

ADDENDUM 1

Question 6

Revise Question 6 to the following:

Plan 16C, Downchute at Proposed Cap. Flexamat overall width listed on the detail does not appear to match the other channel dimensions shown. Please clarify.

The channel dimensions shown on the Final Cover Downchute Detail are for the Downchutes Only. The detail also serves as the Flexamat installation detail for Stormwater Channels where required, however for the SCC's the channel dimensions will be per the grading plan. Refer to Note 2 on the detail. Downchutes will require a **12'**-wide Flexamat. For the SCC channels, a **20'**-wide Flexamat is required depending on the Channel Dimensions, Sheet 15.

Question 7

Revise Question 7 to the following:

Plan 16C, Downchute at Existing Cap. Compacted fill berm is indicated at 3.5' high with a 3:1 inside slope, but this does not match the 6' dimension listed for the inside slope. Please clarify.

The berm height shown on the detail is incorrect and should be 1.5'. The 6' dimension for the side slopes should be 4.5'. A **16'**-wide Flexamat will work for this section. The detail is revised accordingly (Rev 1).

ADDENDUM 5

Question 28

Revise Question 28 to include the following clarification.

Does the contractor have to charge taxes for materials?

Answer: The Contractor does not need to charge the Authority sales taxes. The contractor will be required to pay sales tax for materials procured for use during the project.

BID FORM

Replace the Bid Form with a revised document included as Appendix A of Addendum 6 to incorporate this Addendum into the Bid Form and provide clarification about the number of vent attachments.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

Replace the Agreement between Owner and Contractor for Construction with a revised document included as Appendix B of Addendum 6 to include additional Addenda.

4 QUESTIONS

The following questions have been received to date in addition to the questions addressed in Addendum 5 and SCS' answers are shown below. Similar questions have been grouped together.

Question 29


With regard to the ASTM D4437 spec. The testing lab we work with has indicated that it is outdated and the typical testing is now per ASTM D6392. He said that the manufacturer would perform the 4437 in the field, but thought that it is no longer being done by this standard. Please advise.

Answer: Testing according to both ASTM D 4437 and ASTM D 6392 is required. Non-destructive field tests should be performed in the field according to ASTM D 4437. Destructive testing of sample seams in the field and lab will be according to ASTM D 6392. Even though destructive testing is being done, the specifications require non-destructive tests between samples and of repairs.

Question 30

On page 49 3.11.4 of the manual it states that a D3 size machine or lighter shall be used. Past practices at other landfills has allowed for a D6 LGP dozer for placing protective cover over geomembrane/synthetics. Will this be allowed, furthermore landfill sites have allowed the practice of allowing an articulating rock trucks to haul material to centrally located spots for material to be stockpiled. When this was done a 3 foot thick lift of material was placed to allow this practice. Then the excess material was used on the cap. Will this practice allowed?

Answer: All protective cover/drainage layer materials placed over geomembrane (and other geosynthetics) shall be installed without damaging the geosynthetics. Equipment used for placing soil shall not be driven directly on the geomembrane. A minimum thickness of one (1) foot of soil is required between a light dozer (such as a low ground pressure Caterpillar D-3 or lighter) and the geomembrane. Equipment with comparable ground pressure to a low ground pressure Caterpillar D-3 may be approved by the Engineer. Placement of material overlying the geosynthetics (i.e., for a stockpile) shall be in conformance with the guidelines for equipment ground pressure in Table 31 05 19.16 – 6. Heavily trafficked areas may have a 3 foot thick lift in accordance with paragraph 3.11.5 of Section 31 05 19.16.



Appendix A
Revised Bid Form

**SECTION 00 42 10
BID FORM**

**PHASE 1 CLOSURE CONSTRUCTION
BLUE RIDGE RESOURCE AUTHORITY - LANDFILL**

Project No. 02219206.00

SINGLE PRIME GENERAL CONSTRUCTION WORK

BIDDERS NAME

_____ Lic. No. _____

BASE BID PROPOSAL

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the Blue Ridge Resource Authority with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid

_____ Dollars
(Use words)

\$ _____

SUBCONTRACTOR LISTING

DRILLING CONTRACTOR

Name: _____ Lic. No. _____
\$ _____

(OTHER CONTRACTOR)

Name: _____ Lic. No. _____
\$ _____

BID ITEM DESCRIPTIONS

BID ITEM 1: Mobilization/Demobilization

Description - Subject to terms of Section 01020

BID ITEM 2: Erosion and Sediment Control

Description - Repair and supplement Phase 1 Erosion and Sediment Control as necessary to achieve the design shown on the Drawings Sheets 7A, 7B, and 7C. This item also includes costs for obtaining a Land Disturbance Permit as the Responsible Land Disturber as required by Rockbridge County, and includes posting the Erosion and Sediment Control Bond to the County. The estimated bond amount is \$142,623.62.

BID ITEM 3: Borrow Area Development

Description - Expand Borrow Area 2 as shown in attached Appendix A of Addendum 4 including but not limited to all clearing, erosion and sediment control, and temporary seeding of the entire Borrow Area 2 (existing and proposed) at completion of project.

BID ITEM 4A: Perimeter Road Construction

Description - Perimeter Road Construction (Station 23+00 to Station 44+00) (Sheet 10D and Appendix B of Addendum 4) including but not limited to: earthwork, stormwater conveyance channels and lining, culverts, erosion and sediment control, and stone. Refer to Gravel Access Road #1 detail. Includes protection of all environmental monitoring infrastructure, above and below-ground.

BID ITEM 4B: Gravel Access Road #1

Description - Perimeter Road Construction (Station 44+00 to Station 61+77) including but not limited to: earthwork, stormwater conveyance channels and lining, culverts, erosion and sediment control, and stone. Refer to Gravel Access Road #1 detail. Includes protection of all environmental monitoring infrastructure, above and below-ground.

BID ITEM 4C: Gravel Access Road #2

Description - Construction of gravel access road over landfill cap, including, but not limited to earthwork, stormwater conveyance channels and lining, erosion and sediment control, and stone. Includes protection of all environmental monitoring points (e.g. Groundwater Monitoring Wells).

BID ITEM 5: Special Cap Area

Description - Installation of special landfill cap at the north end of the landfill including, but not limited to: demolition, excavation of waste, placement of cap and cover materials, installation of SCC-4, and pavement, as generally shown on Sheet 7A and 10A. (See comments under Addendum 3 for further clarification) Scale area drainage improvements are not included.

BID ITEM 6: Subgrade Preparation

Description - Subgrade preparation on the landfill cap area prior to installation of the Infiltration Layer in accordance with Section 02292, 3.01A.

BID ITEM 7 - Item will consist of one of the following three bid items. **BID ITEM 7A**, Construction of the Infiltration Layer using on-site borrow soil material, **BID ITEM 7B** (Alternate Bid Item), Construction of the

Infiltration Layer using imported borrow soil material and BID ITEM 7C (Alternate Bid Item), Construction of a Geosynthetic Infiltration Layer. The lowest responsive price for these three items will be considered in the base price for bid comparison and should be listed for BID ITEM 7. Providing responses for at least two of these items is recommended, but not required.

BID ITEM 7A: Infiltration Layer (On-site Borrow Source)

Description - Placement of infiltration layer (18" of soil with less than 1×10^{-5} cm/sec hydraulic conductivity) using on-site borrow source in accordance with Section 02292. Includes screening of material as required to meet the specification for soil gradation and hydraulic conductivity..

BID ITEM 7B: Infiltration Layer (Off-Site Borrow Source) – *Alternate Bid Item*

Description - Placement of infiltration layer (18" of 1×10^{-5} cm/sec soil) from an off-site borrow source provided by contractor in accordance with Section 02292. Borrow source shall be approved by the ENGINEER.

BID ITEM 7C: Geosynthetic Infiltration Layer – *Alternate Bid Item*

Description – Placement of a geosynthetic infiltration layer including a 40-mil LLDPE Geomembrane and Geocomposite Drainage Layer according the specifications provided in Appendices B and C of Addendum 4. Installation will include all materials and labor associated with placement of this layer including terminations shown in Appendix D of Addendum 4. Materials shall be approved by the ENGINEER prior to placement.

BID ITEM 8: Erosion Control Layer

Description - Placement of 18" erosion control layer portion of the landfill cap using on-site borrow soil material in accordance with Section 02209.

BID ITEM 9: Vegetative Layer

Description - Install 6" vegetative layer of the landfill cap using on-site borrow material in accordance with Section 02209.

BID ITEM 10: Compost Addition to Vegetative Layer

Description - Provide and install compost as augmentation of vegetative layer of the landfill cap in accordance with Section 02209. Includes testing, materials, placement, and soil disking. For the bid, assume an organic content of zero in the on-site borrow soil. Note: Identify source of compost including producer and manufacturer in the subcontractor list provided in the bid.

BID ITEM 11: Cap Seeding

Description - Temporary and permanent seeding and fertilizer of the landfill closure cap only. All other seeding items in Item 12. Seeding in accordance with Section 02480.

BID ITEM 12: Other Seeding

Description - Temporary and permanent seeding and fertilizer of all other areas not including the landfill cap. Seeding in accordance with Section 02480.

BID ITEM 13: Gas Vents

Description - Installation of attachments to gas vents including 15 PVC elbows, 15 insect screens, and 15 well skirts. Attachments listed will be provided by the BRRRA.

BID ITEM 14: Permanent Stormwater Features - Cap Area

Description - Installation of diversion berms and down slope drains over the cap.

BID ITEM 15: Permanent Stormwater Features - Outside Cap Area

Description - Installation of permanent stormwater control features outside of the cap area. Includes stormwater conveyance channels, inlet and outlet protection, culverts, etc. as shown on the drawings. Stormwater conveyance channels adjacent to roads shall be included in the bid item for road construction.

BID ITEM 16: Sediment Basin Cleanout

Description - Cleanout of Sediment Basin No. 1 following completion of construction of the cap and stabilization of all disturbed areas.

BID ITEM 17: Subgrade Fill

Description - Fill required to address unsuitable areas associated with Subgrade preparation on the landfill cap area prior to installation of the Infiltration Layer in accordance with Section 02292, 3.01A. No payment will be made unless filling has been approved by the Engineer. Fill volumes will be determined by survey unless another method has been approved by the Engineer.

LUMP SUM PRICES

Lump Sum prices are proposed by Bidders and stated on the Bid Form as prices where measurement will not be made for payment for materials, services and/or work identified in the plans and specifications for a particular pay item. The CONTRACTOR will not be entitled to any adjustment in a lump sum bid price as a result of any change caused by a variation in quantities as a result of more accurate measurements. The CONTRACTOR agrees to accept the aforesaid lump sum bid price as complete and total compensation for all work to be performed under a lump sum pay item.

| NO. | ITEM | ESTIMATED QUANTITY | UNIT | SUBTOTAL FOR ITEM |
|-------------------|---|-----------------------|----------|----------------------|
| 1 | Mobilization/Demobilization | 1 | Lump Sum | \$ |
| 2 | Erosion and Sediment Control | 1 | Lump Sum | \$ |
| 3 | Borrow Area Development | 1 | Lump Sum | \$ |
| 4A | Perimeter Road Construction | 1 | Lump Sum | \$ |
| 4B | Gravel Access Road #1 | 1 | Lump Sum | \$ |
| 4C | Gravel Access Road #2 | 1 | Lump Sum | \$ |
| 5 | Special Cap Area | 1 | Lump Sum | \$ |
| 6 | Subgrade Preparation | 1 | Lump Sum | \$ |
| 10 | Compost Addition to Vegetative Layer | 1 | Lump Sum | \$ |
| 11 | Cap Seeding | 1 | Lump Sum | \$ |
| 12 | Other Seeding | 1 | Lump Sum | \$ |
| 14 | Permanent Stormwater Features - Cap Area | 1 | Lump Sum | \$ |
| 15 | Permanent Stormwater Features - Outside Cap Area | 1 | Lump Sum | \$ |
| 16 | Sediment Basin Cleanout | 1 | Lump Sum | \$ |
| SUBTOTAL PRICE | | | | ESTIMATED |
| | | | | (Use words) |
| | | | | \$ _____ |

UNIT PRICES

Unit Prices are amounts proposed by Bidders and stated on the Bid Form as a price per unit of measurement based on the ENGINEER's estimated quantities for materials and/or services. These quantities are provided for informational purposes only and payment will be made on a lump sum basis.

| NO. | ITEM | ESTIMATED QUANTITY | UNIT ¹ | UNIT PRICE | SUBTOTAL FOR ITEM |
|----------------|---|--------------------|-------------------|------------|-------------------|
| 7 | Infiltration Layer ² | | | | |
| 7A | Infiltration Layer (On-site Borrow Source) | 18.57 | AC | \$ | |
| 7B | Infiltration Layer (Off-Site Borrow Source) | 18.57 | AC | \$ | |
| 7C | Geosynthetic Infiltration Layer | 18.57 | AC | \$ | |
| 8 | Erosion Control Layer | 18.57 | AC | \$ | \$ |
| 9 | Vegetative Layer | 18.57 | AC | \$ | \$ |
| 13 | Gas Vents | 15 | EA | \$ | \$ |
| SUBTOTAL PRICE | | | | | ESTIMATED |
| | | | | | (Use words) |
| | | | | | \$ _____ |
| TOTAL PRICE | | ESTIMATED | BASE | BID | |
| | | | | | (Use words) |
| | | | | | \$ _____ |

ALTERNATE BID ITEMS – Not Included in Subtotal or Total of Estimated Price Above

| NO. | ITEM | ESTIMATED QUANTITY | UNIT | UNIT PRICE | SUBTOTAL FOR ITEM |
|-----|---------------|--------------------|------|------------|-------------------|
| 17 | Subgrade Fill | 1 | CY | | |

¹ Acreages are estimated based on the surveyed surface area of the cap and are provided for informational purposes.

² Contractor may choose to provide pricing for Item 7B or 7C to replace or supplement pricing for Item 7A. For the purposes of computing the total price, the lowest responsive value from items 7A, 7B, or 7C will be used.

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Blue Ridge Resource Authority and that the Work will be Substantially Completed within 210 days of Notice to Proceed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days of Notice to Proceed. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number One, Dated March 25, 2019

Addendum Number Two, Dated April 2, 2019

Addendum Number Three, Dated April 5, 2019

Addendum Number Four, Dated October 18, 2019

Addendum Number Five, Dated October 30, 2019

Addendum Number Six, Dated November 7, 2019

The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this _____ day of _____, 20____.

(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

(Proprietorship or Partnership)

Title: _____
(Owner, Partner, or Corporation
President or Vice President only)

Address: _____

License No.: _____

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

END OF SECTION 00 42 10

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Appendix B

Agreement between Owner and Contractor for Construction Contract (Stipulated Price)

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Blue Ridge Resource Authority (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Project generally consists of (but is not limited to) the construction of approximately 18 acres of a soil cap over a portion of a landfill, and includes borrow area development, minor amounts of waste extraction, stormwater management, and erosion and sediment control, gas vent installation and gravel road construction.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Draper Aden Associates with supplemental design documents provided by SCS Engineers.
- 3.02 The Owner has retained SCS Engineers (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.02D of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive of Attachment A).
 - 2. Attachment A to the Agreement – Required Language in Contracts Covered by the Virginia Public Procurement Act
 - 3. Performance bond (pages 1 to 2, inclusive).
 - 4. Payment bond (pages 1 to 2, inclusive).
 - 5. Notice of Award
 - 6. General Conditions (pages 1 to 42, inclusive).
 - 7. Supplementary Conditions (pages 1 to 5, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 36 sheets with each sheet bearing the following general titles:

BLUE RIDGE RESOURCE AUTHORITY – LANDFILL PERMIT 075 – PHASE 1 CLOSURE
(*Draper Aden Associates, 4/25/2019*) -[33 Sheets]

BLUE RIDGE RESOURCE AUTHORITY – PHASE I FINAL COVER

- REVISED BORROW PIT #2 (SCS ENGINEERS, 10/14/19) - [1 Sheet]
 - ACCESS ROAD DRAINAGE REVISIONS (SCS ENGINEERS, 10/14/19) [1 Sheet]
 - ALTERNATE FINAL COVER SYSTEM DETAILS (SCS ENGINEERS, 10/14/19) [1 Sheet]
10. Addenda (numbers 1 to 6, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 10, inclusive).
 - b. Bidder's Qualification Statement
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
 - e. Recommendation of payment and Schedule of Values
 - f. Certificate of Substantial Completion
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Blue Ridge Resource Authority

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

225 Landfill Road

Buena Vista, Virginia 24416

License No.: _____

Attachment A – Mandatory Contract Provisions

The following provisions shall be included in every contract unless the VPPA provides otherwise:

A. Compliance with immigration laws.

During the term of this Contract, Contractor agrees that, pursuant to Virginia Code § 2.2-4311.1, Contractor does not, and shall not during the performance of this Contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

B. Compliance with state law regarding transacting business in the Commonwealth.

Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise provided by law. Contractor shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. The Authority may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

C. Drug Free Workplace.

Pursuant to Virginia Code § 2.2-4312, 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 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. 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 Contractor or a subcontractor, 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.

D. Nondiscrimination.

Pursuant to Virginia Code § 2.2-4311:

1. Contractor will not discriminate against any subcontractor, 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 Contractor's business. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal employment opportunity employer.
3. 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.

4. Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Prompt payment.

Pursuant to Virginia Code § 2.2-4354:

1. Within seven (7) days after receipt of amounts paid to Contractor by the Authority:
 - a. Contractor will pay subcontractor, if any, for the proportionate share of the total payment received from the Authority attributable to the work performed by subcontractor under the Contract; or
 - b. Notify Authority and subcontractor, if any, of Contractor's intention to withhold all or a part of subcontractor's payment with the reason for nonpayment. (2)
2. Contractor shall provide its federal employer identification number to the Authority.
3. Contractor shall pay interest to the subcontractor, if any, on all amounts owed to subcontractor that remain unpaid after seven (7) days following receipt by Contractor of payment from the Authority for work performed by subcontractor under the Contract, except for amounts withheld as allowed in section 1(b) above.
4. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one (1) percent per month.
5. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include the same payment and interest requirements as set forth herein with respect to each lower-tier subcontractor, if any.
6. Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of Town.

F. Contract Claims.

The Authority shall include in its contracts a procedure for consideration of contractual claims. Such procedure, which may be contained in the contract or may be specifically incorporated into the contract by reference and made available to the contractor, shall establish a time limit for a final decision in writing by the Authority. If the Authority has established administrative procedures meeting the standards of Virginia Code § 2.2-4365, then such procedures shall be contained in the contract or specifically incorporated in the contract by reference and made available to the contractor.

If, however, the Authority fails to include in its contracts a procedure for the consideration of contractual claims, the following procedure shall apply:

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.
2. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Authority's executive director or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the Authority fails to render a decision within 90 days of submission of the claim. Failure of the Authority to render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the Authority's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.