



PROJECT

Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

Located on Smith Road off Route 340
South of the Community of Rippon
Jefferson County, West Virginia

OWNER

County Commission of Jefferson County
124 East Washington Street
Charles Town, WV 25414

Agent acting on behalf of the
Smith Mountain View Estates Subdivision Property Owners

PEPARED BY:

Jefferson County, West Virginia
Department of Engineering, Planning & Zoning
Office of Engineering
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

June 7, 2018

Set No. _____

Smith Mountain View Estates Subdivision – Site Work Project
Located on Smith Road, off Route 340, South of Rippon, West Virginia.

Bid / Contract Documents
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ADVERTISEMENT FOR BIDS

County Commission of Jefferson County, West Virginia Smith Mountain View Estates Subdivision – Site Work Project

The Jefferson County Commission is accepting sealed Bids on behalf of the lot owners within the Smith Mountain View Estates Subdivision for the completion of site work under Jefferson County Planning Commission File No. 02-06, which was left unfinished by the developer at the Smith Mountain View Estates Subdivision in Jefferson County, West Virginia. The project is located on Route 38, Smith Road, approximately ½ a mile east of the intersection of Route 28, Smith Rd, and Route 340, Berryville Pike on the left.

The scope of work generally involves the installation of stop signs, removal of brush & trees along roadway ditch lines, regrading and re-establishing ditch lines, placement of additional 3" depth of gravel stone course on existing gravel subdivision streets, and seeding and mulching all disturbed areas.

Plans and Specifications, and Information for Bidders may be examined or obtained from the Jefferson County Engineering Office at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414, Phone 304-728-3257; or the documents can be viewed on the Jefferson County web page at www.jeffersoncountywv.org

A Pre-Bid conference will be held on Thursday, June 28, 2018 at 2:00 pm at the project site, weather permitting. Bids are due by 3:00 pm, Tuesday, July 10, 2018 at the Jefferson County Engineering Office, 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414.

INFORMATION FOR BIDDERS

**County Commission of Jefferson County, West Virginia
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)**

INFORMATION FOR BIDDERS & BID PRICE SUBMISSION:

A pre-bid conference will be held on Thursday, June 28, 2018, at 2:00 P.M. (local prevailing time) at the project site. In the event of inclement weather, the alternate meeting place will be Office of Engineering conference room, located at 116 East Washington Street, Suite 100, Charles Town, West Virginia 25414.

Written Sealed Bids will be accepted until 3:00 p.m. (local prevailing time), Tuesday, July 10, 2018, in the Office of the Jefferson County Engineering Department, at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414. Bids will then, at said time, be publicly opened and read aloud in the conference room of the Office of the Jefferson County Engineering Department. Failure to submit the written proposal before the deadline shall be due cause to reject the proposal.

All Bidders shall hold a current West Virginia Contractor's License on the proposal due date and shall be in good standing with the State of West Virginia.

The Jefferson County Commission, through the Jefferson County Engineering Office, is acting as the project Owner/agent for this project on behalf of the property owners of the Smith Mountain View Estates Subdivision. The successful Bidder/Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, and the Smith Mountain View Estates Property Owners from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Each Bid must be accompanied with a Bid Bond payable to the Jefferson County Commission, Owner, for five percent (5%) of the total bid amount. All Bid Bonds will be retained by the Owner until the Performance Bond and Payment Bond are executed by the successful bidder and approved by the Owner, at which time the Bid Bonds will be returned.

Within fifteen (15) days of receipt of the Notice of Award the Contractor shall provide to the Owner a Performance Bond and Payment Bond in an amount equal to one hundred percent (100%) of the bid price. The bonds will be retained by the Owner to ensure faithful performance of the contract. The party, to whom

the contract is awarded, will be required to execute the Agreement and obtain the Performance bond and Payment Bond within fifteen (15) calendar days of receipt of the Notice of Award.

The Bidder's price shall be submitted on the itemized bid form included in this Advertisement for Bids. The Bidder is advised that the work is being paid for with private funds held in an escrow by the Jefferson County Commission - no tax dollars will be spent on this work; therefore, the West Virginia prevailing wage rates do not apply.

The Bidder's Bid shall be for the scope of work outlined in this Advertisement for Bids packet, identified as Exhibit-A, and the Preliminary Plat / Construction Drawings. The Bid Form shall include the name of the Bidder, address, phone number, name of person authorized to submit the bid and the Bidder's signature, and the prices for the work.

The Bidder's proposal and bid price shall remain open for forty-five (45) calendar days from the proposal due date. The Jefferson County Commission and/or the Owner (Smith Mountain View Estates Subdivision HOA) reserve the right to waive any informality in the proposals and/or any formality in the proposal submission process; and the right to reject any or all proposals.

The Proposal and Bid Form shall be submitted in a sealed envelope with proper identification. The envelope shall be identified as:

Smith Mountain View Estates – Site Work Project Bid

The envelope shall be sealed and labeled with:

Bidder's Name

Mailing Address

Phone Number

The sealed envelope shall contain the following items:

1. The Bidder's Bid on the itemized bid form with the bid prices for completing the work.
2. List of West Virginia Licensed Subcontractors proposed for work on this project.
3. Copy of Bidder's current West Virginia contractor's license.
4. Bid Bond in the amount of Five Percent (5%) of the Grand Total of the Bid Amount.

SCOPE OF WORK

(Exhibit-A)

Smith Mountain View Estates Subdivision - Site Work Project

(JCPC File No. 02-06)

Jefferson County, West Virginia

1. Contractor shall provide all materials, labor, and equipment necessary for placement of sediment and erosion control measures as outlined on sheet 3 and 6 of the approved preliminary plat or as approved by the Land Development Inspector.
2. Contractor shall provide all materials, labor, and equipment necessary for removal and disposal all brush, trees and debris, etc. from the ditch lines of Sussex Lane, Sta 0+00 to Sta 6+50.
3. Contractor shall provide all materials, labor, and equipment necessary for removal and disposal all brush, trees, fence and debris, etc. from the ditch lines on Leed Court.
4. Contractor shall provide all materials, labor, and equipment necessary to excavate ditch line to a 4 to 1 slope from the shoulder to the center of the ditch line; and a 2 to 1 back-slope from the center of ditch line to the existing grade, from Sta. 20+75 to 21+25, as shown on sheet 6 of the approved preliminary plat for Leed Road.
5. Contractor shall provide all materials, labor, and equipment necessary for the cleaning and preparation of the existing gravel roadways prior to the placement of the crush-of-run stone course paving on all subdivision streets; including the removal of any dirt, debris and vegetation within the existing stone pavement.
6. Contractor shall provide all materials, labor, and equipment necessary for the placement of the 3" depth by 18' wide course of compacted $\frac{3}{4}$ " crush-of-run stone on Sussex Lane from Sta 0+00 to Sta 6+50, the entire length of Edward Castle Court, and the entire length of Leed Court. Stone shall be evenly graded and compacted with a steel drum roller.
7. Contractor shall provide all materials, labor, and equipment for the placement of three (3) 36-inch octagonal stop signs, for Sussex Lane, Edward Castle Court, and Leed Court, where they intersect with Route 28, Smith Road as shown on sheets 4, 5 and 6 of the approved preliminary plat. Stop signs and posts shall be in accordance with WVDOH specifications.
8. Contractor shall provide all materials, labor, and equipment necessary for placement of seed and mulch to any area where soil is disturbed. Seed and mulch shall be applied at the application rate specified on sheet 7 of the approved preliminary plat.

9. Contractor shall provide all materials, labor, and equipment necessary to remove all soil and brush at the inlet side of the roadway double-drainage culverts located at Station 2+20 along Sussex Lane; and then flush or clean the culvert to remove any sediment accumulation.
10. Contractor shall maintain traffic access throughout the subdivision during the construction period and provide all temporary traffic control necessary until the work is 100% complete; including but not limited to, traffic control signs, barricades, warning lights, flagmen, etc. All temporary traffic control devices shall be in accordance with West Virginia Division of Highways standards and specifications.
11. Contractor shall perform all work in accordance with the approved Preliminary Plat (Jefferson County Planning Commission File no. 02 - 06), all related permits, and all local, State and Federal laws and regulations.
12. Contractor shall provide all clean up and disposal of all trash and debris resulting from the contractor's work. All trash and debris shall be disposed of in accordance with all applicable laws and regulations
13. The Contractor shall provide vehicle and property damage liability insurance and WV Worker's Compensation Insurance. The Contractor shall provide to the Owner a certificate of liability insurance in the amount of one million dollars (\$1,000,000) and a copy of current West Virginia Workers' Compensation Insurance certificate showing the contractor to be in good standing with the State of West Virginia.
14. The Contractor shall hold a current West Virginia Contractor's License and shall be in good standing with the State of West Virginia. Contractor shall provide to the Owner a copy of the contractor's license issued by the West Virginia Contractor's Licensing Board.
15. Contractor shall complete all work within Twenty-One (21) calendar days of acceptance of the proposal and issuance of the "Notice-to-Proceed".
16. Contractor shall guarantee all work from defects in materials and/or workmanship for a period of one year from the date of completion of all work.
17. The Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, the Owner, and the Smith Mountain View Estates property owners from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Note: Agreement Terms & Conditions shall be as stated in the standard form of agreement attached to this Bid Packet

BID FORM
(Exhibit-B)

CONTRACT IDENTIFICATION:

Smith Mountain View Estates Subdivision – Site Work Project
(Located on Smith Road off of Route 340, south of Rippon, West Virginia)

THIS BID IS SUBMITTED TO:

County Commission of Jefferson County

c/o Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414
Attn: Chief County Engineer

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for Sixty days (60) after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and all Addenda. Bidder has acknowledged receipt of all Addenda on the "Certification of Receipt of Addenda" at the end of this Bid form.

B. Bidder has visited the Site 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.

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Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) All drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain

from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Bid Work associated with the Smith Mountain View Estates Subdivision – Site Work Project in accordance with the Contract Documents and Scope of Work, for the following ITEMIZED Bid price:

<p style="text-align: center;">BID Smith Mountain View Estates Subdivision – Site Work (Print or Type)</p>					
<p><i>Note: The cost of all permits, insurance, bonds, licenses, mobilization, de-mobilization, site preparation, clean-up and other incidentals shall be included in the bid prices for all the work.</i></p>					
Subdivision Street – Leed Court					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
1	Clear all brush, trash, debris, fence etc.	Lump Sum	\$	1	\$
2	Excavate and grade ditch lines	Linear Feet	\$	100	\$
3	$\frac{3}{4}$ " Crush-of-Run stone at 3" depth	Ton	\$	33	\$
4	Stop sign	Each	\$	1	\$
5	Seeding and Mulching	Sq.-Yards	\$	1,000	\$
6	Temporary Traffic Control for Subdivision Street	Lump Sum	\$	1	\$
Subtotal =					\$

(Bid Sheet Continued Next Page)

Subdivision Street – Edward Castle Court					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
7	¾" Crush-of-Run stone at 3" depth	Ton	\$	84	\$
8	1 Stop sign	Each	\$	1	\$
9	Temporary Traffic Control for Subdivision Street	Lump Sum	\$	1	\$
Subtotal =					\$
Subdivision Street – Sussex Lane Sta 0+00 to Sta 6+50					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
10	Clear all brush, trash, debris etc.	Lump Sum	\$	1	\$
12	¾" Crush-of-Run stone at 3" depth	Ton	\$	180	\$
13	Stop sign	Each	\$	1	\$
14	Seeding and Mulching	Sq.-Yards	\$	10,800	\$
15	Temporary Traffic Control for Subdivision Streets	Lump Sum	\$	1	\$
16	Cleaning Out Culvert Pipe of brush and soil at station 2+20 Left of CL	Lump Sum	\$	1	\$
Subtotal =					\$
GRAND TOTAL BID FOR CONTRACT in Figures: \$_____					
Amount Written in Words: _____					
_____ Dollars					
<i>In the event of a discrepancy between the amount in figures and the written amount, the written amount shall apply.</i>					

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6.01 Bidder agrees that the Work will be completed within *Twenty-One (21)* calendar days after the date of Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

BIDDER NAME _____

SUBMITTED on _____, 2018

West Virginia Contractor License No. _____

If Bidder is an Individual:

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

If Bidder is a Partnership:

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

County Commission of Jefferson County
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If Bidder is a Corporation:

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

If Bidder is a Joint Venture:

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

County Commission of Jefferson County
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

Joint Venturer Name: _____SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

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CERTIFICATION OF RECEIPT OF ADDENDA

County Commission of Jefferson County
Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Contract Documents, specifications and the following Addenda, if any were issued:

Addendum Date

Addendum Number

Signature

Date

Name and Title of Signer
(Please type)

Company Name

BID BOND**BIDDER (Name and Address):**

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

County Commission of Jefferson County
 124 East Washington Street
 P.O. Box 250
 Charles Town, WV 25414

BID

BID DUE DATE: Tuesday, July 10, 2018

PROJECT (Brief Description Including Location):

Smith Mountain View Estates Subdivision – Site Work Project
 Smith Road, ½ mile east of Route 340, south of Rippon, Jefferson County, West Virginia.

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ \$ _____

(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER**SURETY**_____
(Seal)

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and TitleBy: _____
Signature and Title
(Attach Power of Attorney)Attest: _____
Signature and TitleAttest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
 (3) Must be countersigned by a West Virginia agent.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

NOTICE OF AWARD

TO: _____

PROJECT NAME: **Smith Mountain View Estates Subdivision – Site Work Project**
Located on Smith Road, ½ mile east of Route 340, south of Rippon,
Jefferson County, West Virginia.

The OWNER: Jefferson County Commission, West Virginia, has considered the BID submitted by you for the above project in response to the OWNER'S Advertisement for Bids dated June 11, 2018, and the Information for Bidders.

Your are hereby notified that your BID is accepted in the amount of

\$ _____

Two copies of the proposed Contract Documents (except drawings) accompany this Notice of Award. Two Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the OWNER three fully executed sets of the AGREEMENT. (Each copy of the Agreement must bear your original signature).
2. Deliver with the executed AGREEMENT, the Contract security (Performance & Payment Bonds) as specified in the Instructions to Bidders.

You are required to return an acknowledged copy of this Notice of Award to the:

c/o Jefferson County Commission
The Jefferson County Engineering Department
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Chief County Engineer

Notice of Award dated this _____ day of _____ 2018

Jefferson County Commission, West Virginia (OWNER)

By: _____
Josh Compton, President

RECEIPT OF NOTICE OF AWARD

Receipt of this Notice of Award is hereby acknowledged.

By: _____

Print Name: _____ Title: _____

This _____ Day of _____, 2018

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Contractor Name: _____

Owner Name: County Commission of Jefferson County

Address: _____

Address: 124 East Washington Street

Charles Town, WV 25414

Surety Name: _____

Address of Principal Place of Business: _____

Contract Date: _____

Contract Amount: _____

Contract Name: Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06)Contract Location: Smith Road, ½ mile east of Route 340, south of Rippon, in Jefferson County, West Virginia.

Bond Date: (Not earlier than contract date.) _____

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____
(Attach Power of Attorney)**CONTRACTOR AS PRINCIPAL**

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the OWNER from all claims demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contact with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contact with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions
 - 6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
 - 6.2 Pay or arrange for payment of any undisputed amounts
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf or, otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER, or the CONTRACTOR, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto
 - 15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Contractor Name: _____

Address: _____

Owner Name: County Commission of Jefferson CountyAddress: 124 East Washington StreetCharles Town, WV 25414

Surety Name: _____

Address of Principal Place of Business: _____

Contract Date: _____

Contract Amount: _____

Contract Name: Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06)Contract Location: Smith Road, ½ mile east of Route 340, south of Rippon, in Jefferson County, West Virginia.

Bond Date: (Not earlier than contract date.) _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

(Attach Power of Attorney)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and as requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after the receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and contractor selected with OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of his Bond, but subject to the commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated with duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. NO right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, which ever occurs first. If the Provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.
10. Notice to Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as statutory bond and not as a common law bond.
12. Definitions:
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

AGREEMENT

Smith Mountain View Estates Subdivision – Site Work Project (JCPC File No. 02-06)

THIS AGREEMENT is by and between Jefferson County Commission
(on behalf of the Smith Mountain View Estates
Subdivision – Property Owners) (“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 Scope of Work (attached as Exhibit-A) and the Contract Documents. The Work is generally described as follows:

The Scope of Work generally involves the placement of stop signs; removal of brush, trash and debris within the road rights-of-way from ditchline to ditchline and removal of vegetation from the gravel road pavement surface; grading of ditchlines; placement, grading and compaction of 3” depth gravel pavement course on all subdivision streets; seeding & mulching of disturbed areas and clean up.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

Smith Mountain View Estates Subdivision – Site Work Project
(JCPC File No. 02-06)

ARTICLE 3 – PROJECT MANAGER & OWNER’S REPRESENTATIVE

- 3.01 The Project Manager and Owner’s Representative is the Jefferson County Engineering Department, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority to act on the Owner’s behalf in connection with the completion of the Scope of Work and in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. The time limit for completing the work is Twenty-One (21) calendar days from the date when the Notice to Proceed is delivered to the Contractor. All time limits for completion and

readiness for final payment are of the essence of this Agreement. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

4.02 *Days to Achieve Completion and Final Payment*

- A. The Work shall be completed and ready for final payment within Twenty-One (21) calendar days after the date when the Notice to Proceed is delivered to the Contractor. The time limit shall only be extended by issuance of a Change Order issued by the Owner.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer additional contract administration costs and financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed by the Project Manager. 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), Contractor shall pay Owner \$150.00 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 *Measurement & Payment*

- A. Owner shall pay Contractor for completion of all Work in accordance with the actual quantities of work measured and verified by the Project Manager and at the unit prices stated in Contractor's Bid, attached hereto as an Exhibit - B.
- B. Contractor recognizes that the bid quantities are estimates and that the actual quantities of work required may vary from the bid quantities.
- C. Contractor shall provide, as the work progresses, certified weight/scale tickets to verify quantities of work paid for on a weight unit price basis (i.e., tons of asphalt paving, tons of stone, etc.).
- D. Contractor shall provide a means for determining and verifying the actual quantity of work installed, for work paid for on a volume unit price basis (i.e., beginning & ending gage readings for gallons of asphalt tack coat, etc.).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment may be submitted by the Contractor on the 15th and 30th of each month. Contractor shall submit Applications for Payment to the Project Manager for review and processing. The Application for Payment shall be only for actual work installed. The Application for Payment shall be in a format acceptable to the Project Manager. The Project

Manager shall review the Application for Payment and verify the quantities of work installed. Terms for payment shall be net 30 days from receipt of a satisfactory and approved Application for Payment.

6.02 *Final Payment, Release of Liens & Warranty Period*

- A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price as recommended by the Project Manager, in accordance with Paragraph 6.01.A above.
- B. The final Application for Payment shall be accompanied by:
 - a. consent of the surety (issuer of the performance & payment bonds), if any, to final payment; and
 - b. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- C. Contractor warrants and guarantees to Owner, for a period of one year, that all Work will be in accordance with the Contract Documents and will not be defective. The Contractor's one-year warranty period on all the work shall begin from the date of approval of final payment.

6.03 *Interest*

- A. All moneys not paid when due as provided in Article 6, shall bear no interest.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; 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; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that 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 Documents.
- F. 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.
- G. Contractor has given the Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Preliminary Plat Drawings & Specifications consisting of 7 sheets with each sheet bearing the following general title: Lots 1-10(Residue), Smith Mountain View Estates, more specifically sheets no. 4, 5, 6, & 7; all of record approved by the Jefferson County Planning Commission (available for review in JCPC file no. 02-06).
 - 5. Addenda (numbers to , inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Scope of Work (Exhibit-A; pages 1 to 2 inclusive).
 - b. Contractor's Bid (Exhibit-B; pages 1 to 7, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 8.01.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 8.
- D. The Contract Documents may only be amended, modified, or supplemented in writing and upon agreement between the Owner and Contractor.

ARTICLE 9 – CONTRACT CHANGES

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

9.03 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

ARTICLE 10 – DEFINITIONS AND TERMINOLOGY

10.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 - 3. *Application for Payment*—The form acceptable to Project Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
8. *Change Order*—A document recommended by the Project Manager which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
9. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
10. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
12. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Project Manager's written recommendation of final payment.
13. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
14. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
15. *Field Order*—A written order issued by the Project Manager which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
16. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
18. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
19. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
20. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
21. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
22. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
23. *Project Manager*—The Jefferson County Engineering Department.
24. *Resident Project Representative*—The authorized representative of the Project Manager who may be assigned to the Site or any part thereof.
25. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
26. *Site* – The place or location at which the work under this contract is to occur.
27. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
28. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
29. *Unit Price Work*—Work to be paid for on the basis of unit prices.
30. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
31. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by the Project Manager

ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 11 – BONDS & INSURANCE

11.01 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required.

11.02 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 11.02.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 11.01 and 11.02.B.

11.03 *Certificates of Insurance*

- A. Before any work at the Site begins, the Contractor shall deliver to Owner, with copies to each additional insured and loss payee certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

11.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained.
- B. The limits of liability for the insurance required by paragraph A, of Section 11.03, above, shall provide coverage for not less than the following amounts or greater where required by Laws & Regulations:

Worker's Compensation:

- | | | |
|-----|-----------------------|-------------|
| (1) | State: | Statutory |
| (2) | Applicable Federal: | Statutory |
| (3) | Employer's Liability: | \$1,000,000 |

Comprehensive General Liability:

- | | | |
|-----|---|-----------------|
| (1) | Bodily Injury (including complete operations and products liability): | |
| | \$1,000,000 | Each Person |
| | \$2,000,000 | Each Occurrence |

- (2) Property Damage:
\$500,000 Each Occurrence
\$1,000,000 Annual Aggregate

Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverage.

Comprehensive Automobile Liability:

- (1) Bodily Injury:
\$500,000 Each Person
\$1,000,000 Each Occurrence
- (2) Property Damage:
\$500,000 Each Occurrence
Or a combined single limit of \$1,000,000.

- C. Primary Insurance - Contractor's insurance policies shall always be primary coverage as respects any insurance maintained by Owner and Engineer.
- D. Notice of Cancellation – all policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Owner in the event of cancellation or material change in the policies.

ARTICLE 12 – INDEMNIFICATION

12.01 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the board members, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 13 – MISCELLANEOUS

13.01 *Assignment of Contract*

- A. 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, moneys that may become due and moneys that are 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.

13.02 *Successors and Assigns*

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

13.03 *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.

13.04 *Contract Jurisdiction*

- A. This Agreement shall be binding under the laws of the State of West Virginia. In the event of a dispute between the Owner and the Contractor, the Courts of the State of West Virginia shall have jurisdiction over the matter.

13.05 *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.

13.06 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday between the hours of 7 AM to 5 PM, Eastern Standard Time. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Owner’s Project Manager.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the ____ Day of _____, 2018 (which is the Effective Date of the Agreement).

NOTE TO CONTRACTOR

The Effective Date of the Agreement and the dates of any Construction Performance Bond and Construction Payment Bond should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

County Commission of Jefferson County
(on behalf of the Mountain View Estates
Subdivision Property Owners)

By: _____

Title: Josh Compton, President

Attest: _____

Title: _____

Address for giving notices:

Jefferson County Engineering Office

116 East Washington Street, Suite 100

Charles Town, WV 25414

Attn: Roger Goodwin, Chief County Engineer

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence
of authority to sign this Agreement.)

NOTICE TO PROCEED

Dated _____ Day of _____, 2018

TO: _____

PROJECT NAME: **Smith Mountain View Estates Subdivision – Site Work Project**
Located on Smith Road, ½ mile east of Route 340, south of Rippon,
Jefferson County, West Virginia.

You are notified that the contract time under the above contract will commence to run on _____, 2018. By that date, you are to start performing your obligations under the Contract Agreement. The date of completion is _____, 2018.

Before you may start any Work at the Site you must deliver acceptable Certificates of Insurance to the Owner.

By: County Commission of Jefferson County
Owner

Josh Compton, President

(Use Certified Mail, Return Receipt Requested)

Jefferson County Commission
C/O
The Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Chief County Engineer

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **Smith Mountain View Estates Subdivision – Site Work Project**
(JCPC File No. 02-06)

OWNER: County Commission of Jefferson County
124 East Washington Street, Charles Town, WV 25414

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price adjusted by previous CHANGE ORDERS \$ _____

The CONTRACT PRICE due to this change order will be
(increased) (decreased) by: \$ _____

The new CONTACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals:

Requested by: _____ Date _____
(Contractor)

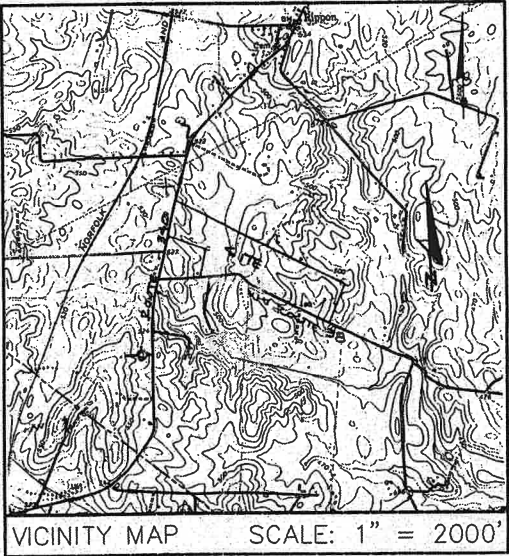
Recommended by: _____ Date _____
(Jefferson County Chief Engineer)

Accepted by: _____ Date _____
(County Commission of Jefferson County)

PRELIMINARY PLAT
LOTS 1-10(RESIDUE)
SMITH MOUNTAIN VIEW ESTATES

SITUATED ON THE NORTHERLY SIDE OF WEST VIRGINIA ROUTE 38, APPROXIMATELY 1000' EAST
OF US ROUTE 340 INTERSECTION

KABLETOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
DEED BOOK 619 PAGE 310 TAX MAP 20 PARCEL 7



Plans Not To Scale

- A. THE DEVELOPER SHALL REQUEST THE COUNTY ENGINEER INSPECTIONS 48 HOURS IN ADVANCE WHENEVER POSSIBLE (CALL 728-3228). INSPECTIONS SHALL BE REQUESTED ACCORDING TO THE TABLE OF MILESTONES BELOW:
- | | DATE INSPECTED | INSPECTOR'S INITIALS |
|---|----------------|----------------------|
| 1. INSTALLATION OF SEDIMENT CONTROL DEVICES * | | |
| 2. COMPLETION OF UNDERGROUND UTILITY INSTALLATIONS ** | | |
| 3. COMPLETION OF GRADING FOR ROADS AND PARKING LOT ** | | |
| 4. COMPLETION OF BASE STONE INSTALLATION ** | | |
| 5. COMPLETION OF FINAL GRADING | | |
| 6. COMPLETION OF STORMWATER MANAGEMENT ROUGH GRADING | | |
| 7. COMPLETION OF STORM WATER MANAGEMENT DETAILS | | |
- * - MUST BE INSPECTED PRIOR TO ANY OTHER WORK
** - MUST BE INSPECTED PRIOR TO BEING COVERED
- B. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO PERFORMING ANY SIGNIFICANT EARTH DISTURBING ACTIVITIES.
- C. FATHWORK SHALL BE COMPACTED TO THE PERCENTAGES OF MAXIMUM DRY DENSITY (ACCORDING TO AASHTO T99C) AS SHOWN BELOW:
- | | PERCENTAGE |
|--|------------|
| a. ROADWAYS | 98% |
| b. BUILDING PADS | 100% |
| c. PARKING LOTS FOR PASSENGER VEHICLES | 95% |
| d. PARKING LOTS FOR HEAVY TRUCKS | 98% |
| e. UTILITY TRENCHES | 98% |
- D. CHANGES OR REVISIONS TO THE CONSTRUCTION PLANS AND SPECIFICATIONS SHALL NOT BE MADE UNLESS FIRST APPROVED BY THE COUNTY ENGINEER AND OTHER APPROPRIATE AGENCIES.
- E. TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE STANDARDS OF THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS.
- F. THE FOLLOWING VARIANCES HAVE BEEN APPROVED BY THE JEFFERSON COUNTY PLANNING COMMISSION: EXEMPTION FROM THE REQUIREMENTS OF
- | SECTION | DESCRIPTION | DATE APPROVED |
|-----------------|-----------------------------|----------------|
| ARTICLE 8 | SERVING LOTS BY AN INTERIOR | MARCH 12, 2002 |
| SECTION 8.2.A-1 | SUBDIVISION ROAD | |

- NOTES:
- NO CHANGES SHALL BE MADE IN THE CONTOUR OF THE LAND, AND NO GRADING, EXCAVATING, REMOVAL OF TOPSOIL, TREES OR OTHER VEGETATIVE COVER SHALL BE COMMENCED, UNTIL A PLAN FOR MINIMIZING EROSION AND SEDIMENT AND FOR THE STABILIZING DISTURBED AREAS HAS BEEN REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND UNTIL A SUBDIVISION HAS BEEN RECORDED AND BONDED.
 - ZONE: RURAL DISTRICT
 - MINIMUM BUILDING SETBACKS:
FRONT - 100'
SIDES - 50'
REAR - 50'
100' VEGETATIVE BUFFER ON LOTS 1,2,4,5,7-10
THESE SETBACKS ARE SUBJECT TO THE EXCEPTIONS NOTED IN ARTICLE 9 OF THE ZONING ORDINANCE.
 - SEVENTY-TWO (72) HOURS PRIOR TO EXCAVATION IN PUBLIC RIGHTS-OF WAYS OR IN AREAS SERVED BY UNDERGROUND UTILITIES, CALL MISS UTILITY 1-800-245-4848.
 - THERE ARE NO OFFSITE STRUCTURES NEAR OUTFALLS.
 - TOPOGRAPHY IS BASED ON FIELD RUN TOPO BY ED JOHNSON & ASSOCIATES, INC. AND ARE BASED ON A GPS NAVIGATED POSITION AT (APPROX) NAD83 DATUM.
 - THERE ARE NO FIRE HYDRANTS LOCATED WITHIN PROXIMITY OF THIS SITE.
 - PROPERTY DOES NOT LIE IN A 100-YEAR FLOOD PLAIN AND LIES IN ZONE C OF FIRM COMMUNITY PANEL NUMBER 54005 0085 B, EFFECTIVE OCTOBER 15, 1980.
 - SITE CONDITIONS - SITE IS GENERALLY OPEN CROP LAND WITH SOME TREED ROCK OUTCROPS.
 - THERE ARE NO EXISTING EASEMENTS.
 - A BLANKET EASEMENT IS GIVEN TO THE APPROPRIATE UTILITY COMPANY WALL SUBDIVISION ACCESS EASEMENTS FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING WATER OR SEWER LINES AND FACILITIES. ADDITIONALLY, EACH LOT SHALL HAVE A 10' WIDE DRAINAGE AND UTILITY EASEMENT ALONG ALL LOT LINES.
 - ALL WATER WELLS ARE TO BE PRESSURE-GROUTED.
 - CONSISTENT WITH THE COMMUNITY IMPACT STATEMENT, THERE ARE NO WETLANDS ON THIS PARCEL.

#02-06
RECEIVED
DEC 30 2002
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

NOTE: THE PUBLIC SERVICE DISTRICT MAY REQUIRE HOOKING UP TO A CENTRALIZED WATER OR SEWER SYSTEM WHEN & IF IT BECOMES AVAILABLE.

SURVEYOR'S CERTIFICATE:
I, EDWARD L. JOHNSON JR., DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS SITE PLAN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT BASED ON A FIELD SURVEY WITH A RELATIVE ERROR OF CLOSURE EXCEEDING 1:7,500.

EDWARD L. JOHNSON JR.
PROFESSIONAL SURVEYOR #866



OWNER'S CERTIFICATE:
THE DEVELOPER, IN SIGNING THIS PLAT, AGREES TO ABIDE BY ALL CONDITIONS, TERMS AND SPECIFICATIONS PROVIDED HEREON.

OWNER:
ROBERT SMITH, III
2256 ISLAND COVE CIRCLE
NAPLES, FLORIDA 24109
(941)543-0220

DEVELOPER:
HAMPTON HOMES, LLC
DEEPIKAR SINGH, PRESIDENT
P.O. BOX 548
CHARLES TOWN, WV 25414
(304)728-0977

- SHEET INDEX
- COVER SHEET
 - PRELIMINARY PLAT
 - GRADING AND SEDIMENT/EROSION PLAN
 - ROAD PLAN & PROFILE
 - MISCELLANEOUS NOTES & DETAILS

SITE APPROVED:

ROBERT SMITH, III
COUNTY ENGINEER

REVISIONS

NO.	DESCRIPTION	DATE
1	REV. PER COUNTY COMMENTS	9-10-02

COVER SHEET

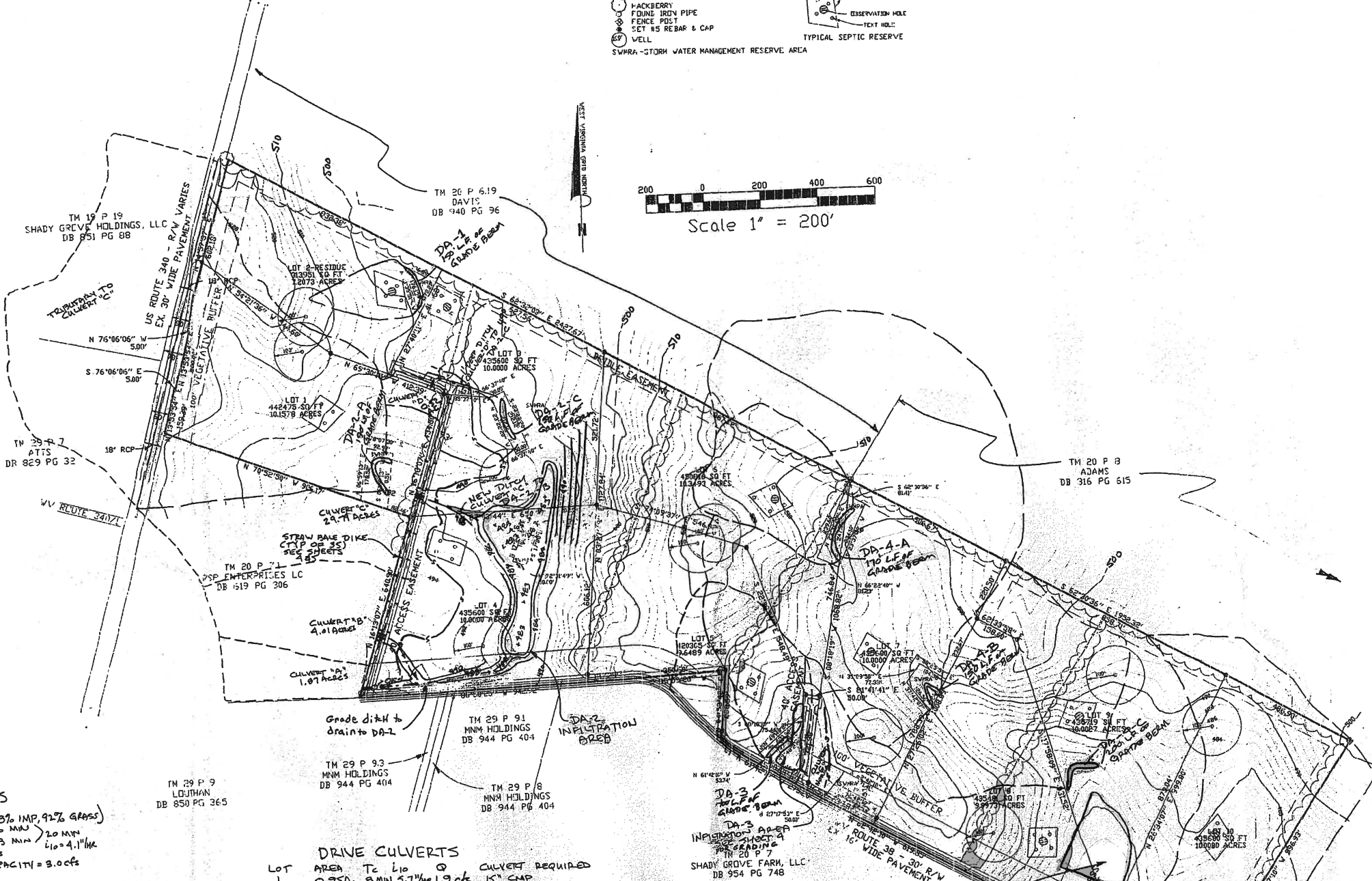
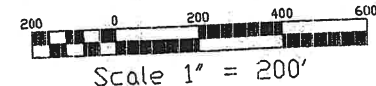
LOTS 1-10(RESIDUE)
SMITH MOUNTAIN VIEW ESTATES

KABLETOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: AS SHOWN MAY 28, 2002

ED JOHNSON & ASSOCIATES, INC.
LAND SURVEYORS
331 NORTH GEORGE STREET
P.O. BOX 1277
CHARLES TOWN, WEST VIRGINIA 25414
(304) 725-7764

SHEET 1 OF 7

LEGEND
 HICKBERRY
 FOUND IRON PIPE
 FENCE POST
 SET #5 REBAR & CAP
 WELL
 SWMRA - STORM WATER MANAGEMENT RESERVE AREA
 10,000 SQ. FT. RESERVE AREA
 OBSERVATION HOLE
 TYPICAL SEPTIC RESERVE



ROAD CULVERTS

CULVERT "A": $A = 1.87$ AC, $C = 0.35$ (8% IMP, 92% GRASS)
 $T_c = 2.00 \text{ @ } 0.35 \text{ @ } 2\% = 16 \text{ MIN}$
 $Q = 1.87(4.1)(0.35) = 2.66 \text{ cfs}$
 30 L.F. OF 15" CMP @ 0.50% CAPACITY = 3.0 cfs

CULVERT "B": $A = 4.01$ AC, $C = 0.35$
 $T_c = 2.00 \text{ @ } 0.35 \text{ @ } 2\% = 16 \text{ MIN}$
 $Q = 4.01(4.1)(0.35) = 5.66 \text{ cfs}$
 30 L.F. OF 15" CMP, TWO (2) PIPES, @ 1.00% CAPACITY (EACH) = 3.3 cfs, 6.6 cfs TOTAL

CULVERT "C": $A = 29.79$ AC, $C = 0.35$ FOR 11.43 AC (COMMERCIAL)
 $C = 0.35$ FOR 18.36 AC (RURAL)
 $T_c = 2.00 \text{ @ } 0.35 \text{ @ } 1.5\% = 17 \text{ MIN}$
 $Q = (11.43(0.80) + 18.36(0.35))(3.7) = 52.94 \text{ cfs}$
 30 L.F. OF 30" CMP, TWO (2) EACH @ 1.00% CAPACITY (EACH) = 2.8 cfs, 5.6 cfs TOTAL

CULVERT "D": $A = 0.52$ AC, $C = 0.35$
 $T_c = 5 \text{ MIN}$
 $Q = 0.52(6.5)(0.35) = 1.18 \text{ cfs}$
 30 L.F. OF 15" CMP @ 0.50% CAPACITY = 2.3 cfs

CULVERTS "E" & "F": A = NOMINAL - CULVERTS INTENDED TO RELIEVE ANY PONDING OF WATER DUE TO ROAD GRADING

DRIVE CULVERTS

LOT	AREA	T_c	L_{10}	Q	CULVERT REQUIRED
1	0.95 AC	8 MIN	5.7	1.9 cfs	15" CMP
2					NONE*
3	0.12	5	6.5	0.7	15" CMP
4	0.14	5	6.5	0.8	15" CMP
5	0.10	5	6.5	0.6	15" CMP
6					NONE*
7	2.01	16	4.4	3.1	15" CMP
8	1.57	12	5.0	2.4	15" CMP
9					NONE*
10	0.41	5	6.5	0.9	15" CMP

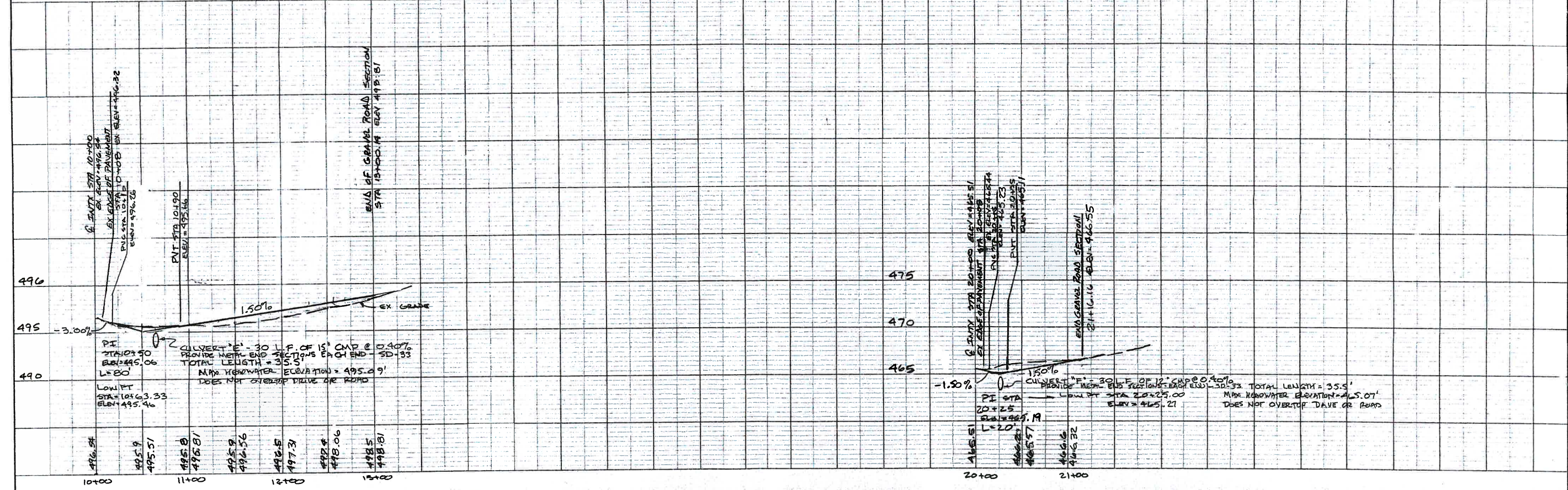
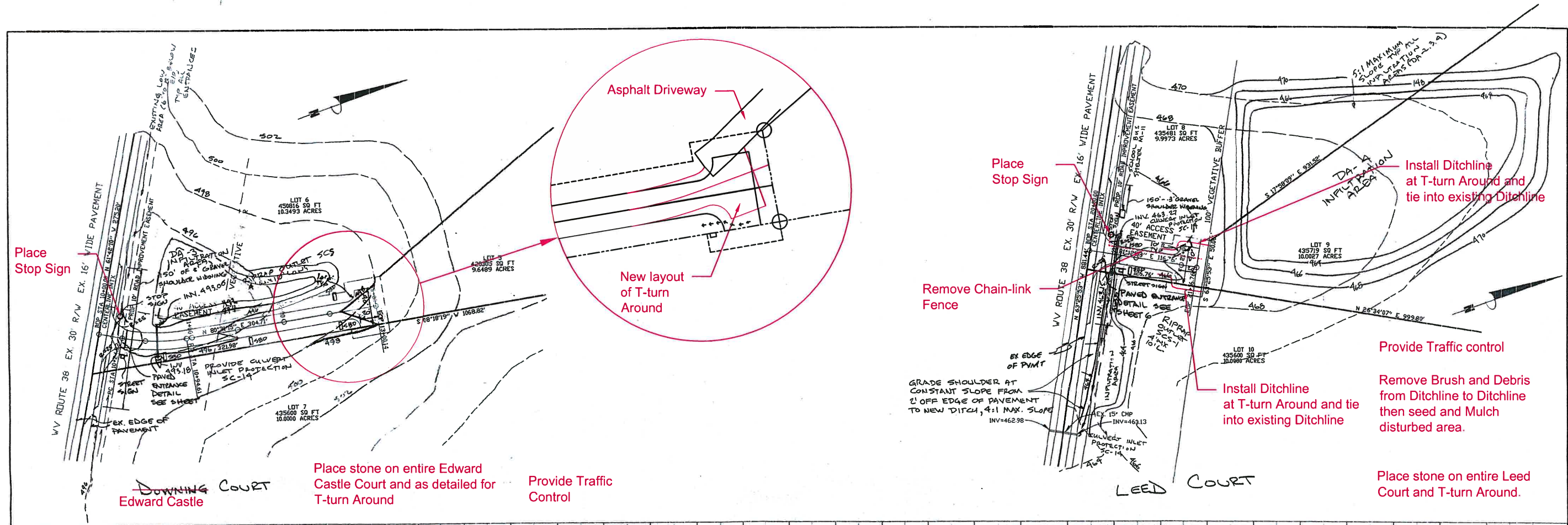
$C = 0.35$
 FOR CULVERTS ON DOWN SLOPE
 SIDE OF ROAD $C = 0.90$
 $S = 1.50\%$ (MIN)
 FOR 15" CMP @ 1.50% - CAPACITY = 4.0 cfs
 * MAY PROVIDE 15" CMP

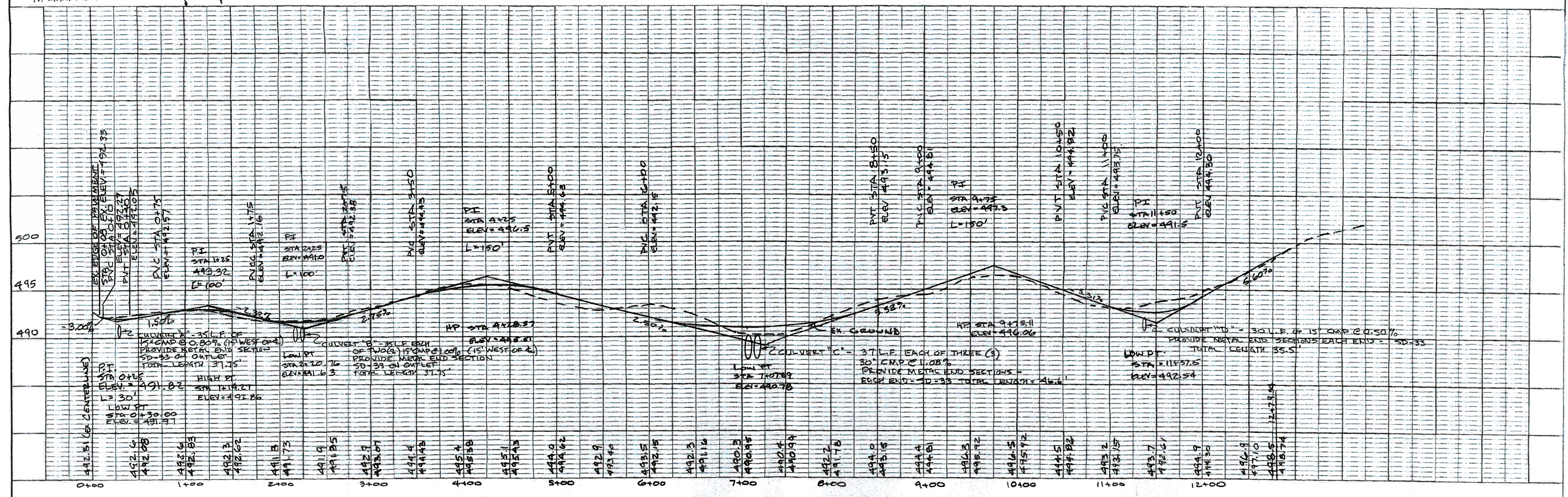
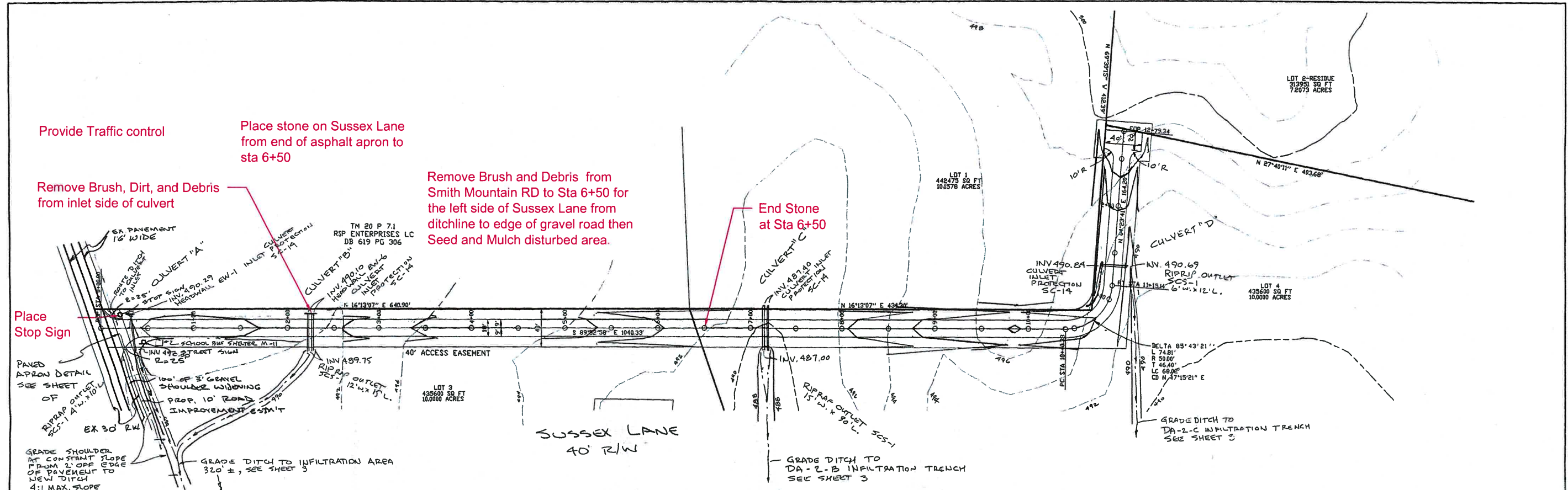
DITCH - "A" & "B" TO LOW 1' WIDE BOTTOM, 4:1 SIDE SLOPES (MAX.)
 "C" TO DA-2-B 3' WIDE BOTTOM, 4:1 SIDE SLOPES
 "D" TO DA-2-C VEE DITCH, 4:1 SIDE SLOPES
 "F" TO EX. CULVERT VEE DITCH, 4:1 SIDE SLOPES (MAX.)

ALL ENTRANCES SHALL HAVE STABILIZED CONSTRUCTION ENTRANCES SEE DETAIL SHEET C OF G
 SEE DETAIL SHEET A FOR GRADING
 SEE DETAIL SHEET B FOR GRADING
 SEE DETAIL SHEET C FOR GRADING
 SEE DETAIL SHEET D FOR GRADING
 SEE DETAIL SHEET E FOR GRADING
 SEE DETAIL SHEET F FOR GRADING
 SEE DETAIL SHEET G FOR GRADING
 SEE DETAIL SHEET H FOR GRADING
 SEE DETAIL SHEET I FOR GRADING
 SEE DETAIL SHEET J FOR GRADING
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 SEE DETAIL SHEET V FOR GRADING
 SEE DETAIL SHEET W FOR GRADING
 SEE DETAIL SHEET X FOR GRADING
 SEE DETAIL SHEET Y FOR GRADING
 SEE DETAIL SHEET Z FOR GRADING

STORM WATER MANAGEMENT AND SEDIMENT/EROSION CONTROL
 SMITH MOUNTAIN VIEW ESTATES
 KABLETOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1" = 200' JULY 30, 2002

ED JOHNSON & ASSOCIATES, INC.
 LAND SURVEYORS
 331 NORTH GEORGE STREET
 P.O. BOX 1277
 CHARLES TOWN, WEST VIRGINIA 25414
 (304) 725-7764



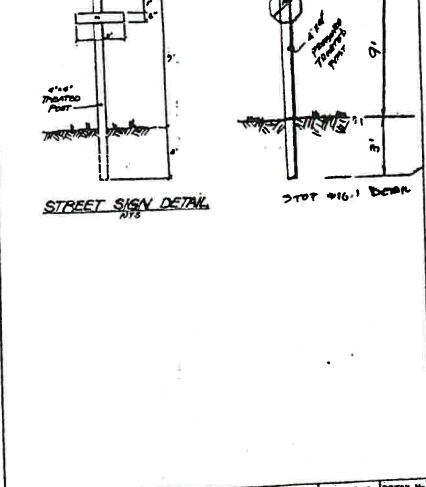
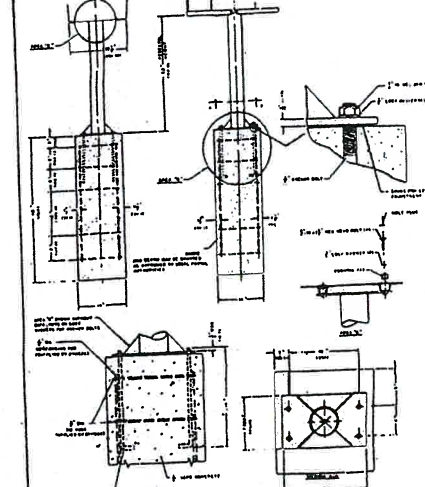
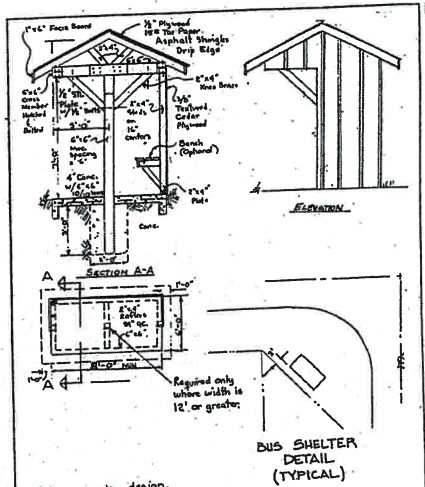
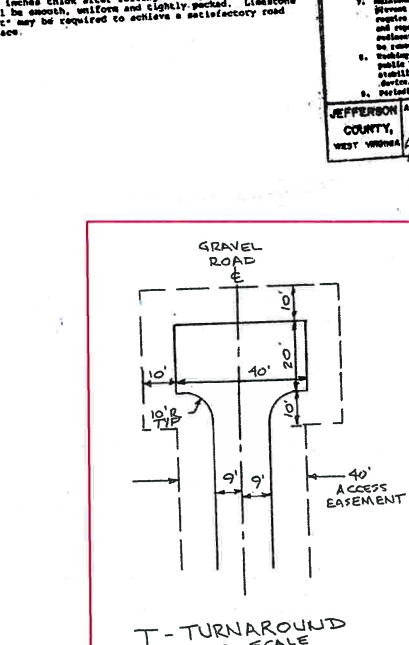
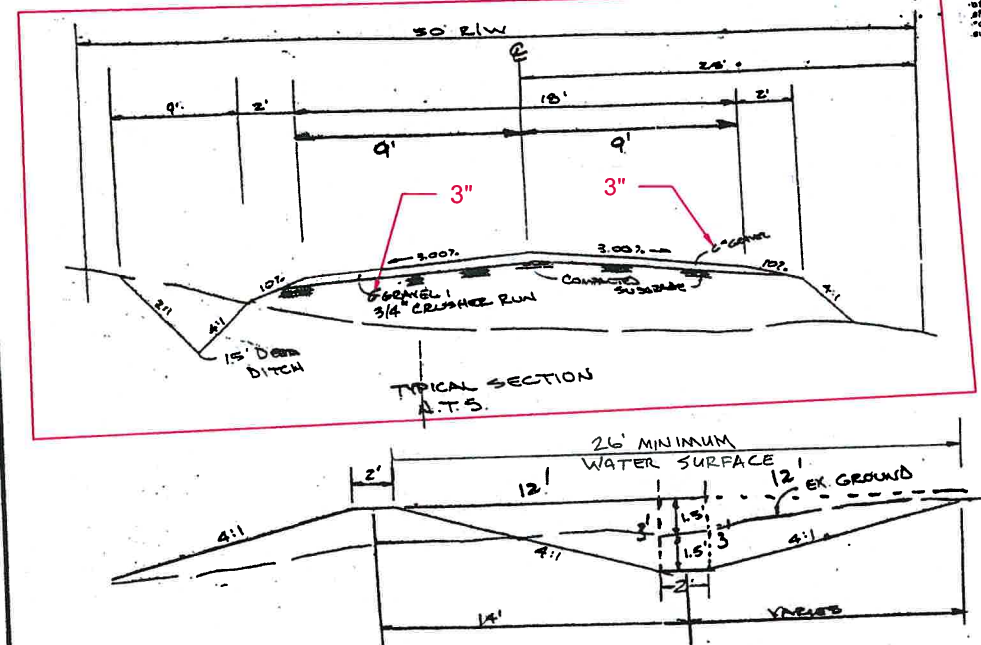
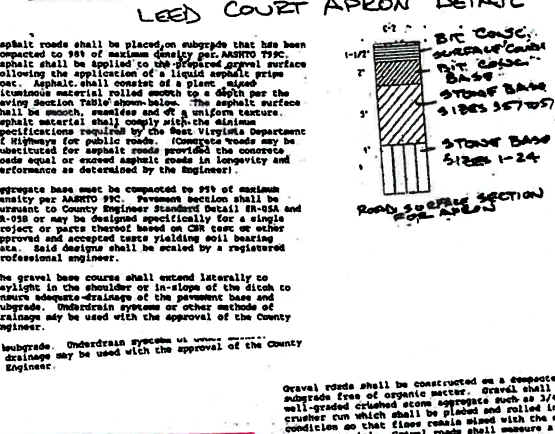
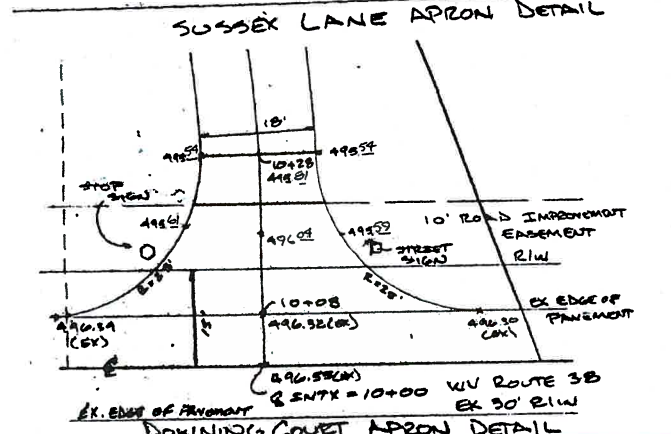
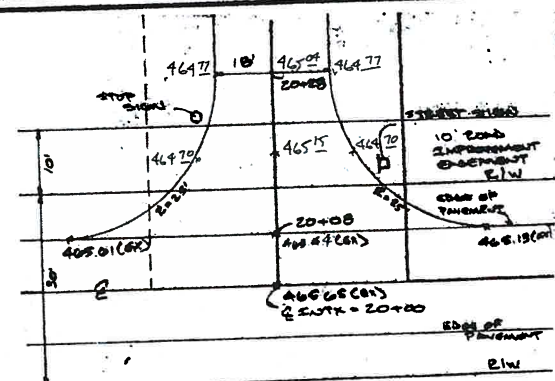
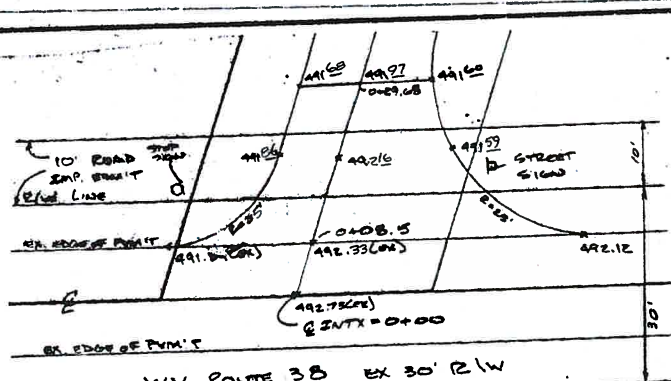


NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE
1	CON'D ENTRANCE 25' RAD LT SIDE + GRADES				
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ED JOHNSON & ASSOCIATES, INC.
 LAND SURVEYORS
 209 WEST WASHINGTON STREET
 P.O. BOX 1277
 CHARLES TOWN, WEST VIRGINIA
 (304) 725-7764

PLAN & PROFILE
 SUSSEX LANE
 SMITH MOUNTAIN VIEW ESTATES
 KABLETOWN DISTRICT
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE: 1" = 50' - HZ 1" = 5' VERT

DATE	CHECKED BY:	SCALE:
DESIGN BY:	APPROVED BY:	HORIZ.
DRAWN BY:		VERT.
		SHEET NO.
		5 OF 7



- STABILIZED CONSTRUCTION ENTRANCE**
1. INSTALL STABILIZED CONSTRUCTION ENTRANCE & SILT FENCE
 2. STABILIZED CONSTRUCTION ENTRANCE & SILT FENCE
 3. STABILIZED CONSTRUCTION ENTRANCE & SILT FENCE
 4. ONCE GRADING IS COMPLETE FOR THE ROADWAY, THESE METALL STRAIN BALE DYES AT 100' INTERVALS. THESE SHOULD REMAIN IN PLACE UNTIL PERMANENT STABILIZATION IS COMPLETE.
 5. ROADSIDE DITCHES WILL BE LINED PER PLAN OF STABILIZATION - SEE SHEET 3 OF 6
 6. WHEN TRENCHING FOR UNDERGROUND UTILITIES, PLACE ALL MATERIAL ON THE UPHILL SIDE OF SLOPE
 7. ALL SEDIMENT EROSION CONTROL DEVICES WILL BE INSPECTED DAILY AND REPAIRED AS NEEDED
 8. ALL BUILDING LOTS SHALL HAVE STABILIZED CONSTRUCTION ENTRANCES AT THE BEGINNING OF BUILDING CONSTRUCTION
 9. ALL LOTS SHALL HAVE STABILIZED CONSTRUCTION ENTRANCES AT THE BEGINNING OF CONSTRUCTION
 10. CONTACT THE COUNTY ENGINEER PRIOR TO GOING TO STEP 2

LIST OF STANDARD SYMBOLS

Earth Ditch	1/2" x 1/2"
Straw Bale Ditch	1/2" x 1/2"
Silt Fence	1/2" x 1/2"
Temporary Ditch	1/2" x 1/2"
Stabilized Construction Entrance	1/2" x 1/2"
Grade Stabilization Structure	1/2" x 1/2"
Pipe Slope Drain	1/2" x 1/2"
Watercourse Slope Drain	1/2" x 1/2"

JEFFERSON COUNTY, WEST VIRGINIA

REVISIONS	DETAILS
SC	-01

PERMANENT STABILIZATION

75% KY31 FERTILIZER
25% PERMANENT BLUEGRASS
60/100/ACRES

FERTILIZER 5,10,10,15,20 Lb/Acre
PAVING STRAIN @ 15 TONS/Acre
ROADWAY 4:1 & EQUIVALENT'S
PAVING 200 GALD/Acre
BIODEGRADABLE MATERIAL ANCHORING IN PLACE

STORMWATER MANAGEMENT DETAIL, AT GRADE BERM

AREA = 42 Ft² VOLUME / LINEAR Ft = 42 Ft³

NO SCALE

2' x 3' = 6 Ft²
12' x 3' = 36 Ft²
42 Ft²

TYPE A SCHOOL BUS SHELTER

JEFFERSON COUNTY, WEST VIRGINIA

APPROVED: [Signature]
COUNTY ENGINEER

REVISIONS: [Table]
DETAILS: [Table]

MAIL BOX ANCHORAGE

JEFFERSON COUNTY, WEST VIRGINIA

APPROVED: [Signature]
COUNTY ENGINEER

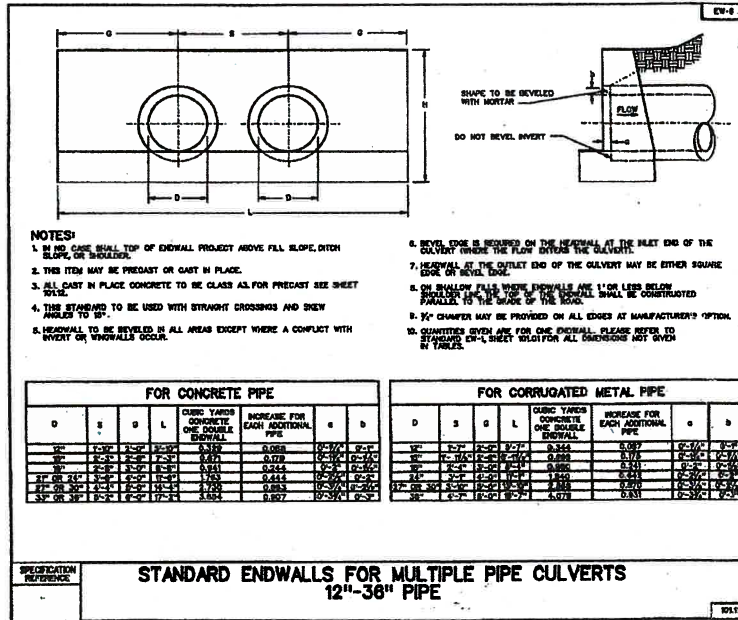
REVISIONS: [Table]
DETAILS: [Table]

STREET SIGN

JEFFERSON COUNTY, WEST VIRGINIA

APPROVED: [Signature]
COUNTY ENGINEER

REVISIONS: [Table]
DETAILS: [Table]



* 32. General Construction Notes

The following notes will be contained on the preliminary plat:

*(a) The developer shall request County Engineer inspections 48 hours in advance whenever possible (Call 304-728-3228). Inspections shall be requested according to the Table of Milestones shown below:

TABLE OF MILESTONE INSPECTIONS

	Date Inspected	Inspector's Initial
1. Installation of Sediment Control Devices*		
2. Completion of Underground Utility Installation	N/A	
3. Completion of Grading for Roads**		
4. Completion of Grading for Buildings	N/A	
5. Completion of Base Stone Installation and Compaction**		
6. Completion of Sidewalks	N/A	
7. Completion of Final Grading and Seeding		
8. Completion of Final Project Details		
9. Completion of Stormwater Management Rough Grading		
10. Completion of Stormwater Management Details		

- * Must be inspected prior to any other work.
- ** Must be inspected prior to being covered.

- * b. Erosion and Sediment Control measures shall be in place prior to performing any significant earth disturbing activities.

SEEDING NOTES

ALL STABILIZATION/SEEDING WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE WEST VIRGINIA EROSION AND SEDIMENTATION CONTROL HANDBOOK.

ANY DISTURBED AREA NOT PAVED, SODDED OR BUILT UPON, WILL HAVE A MINIMUM OF 80% VEGETATIVE COVER PRIOR TO FINAL INSPECTION, AND IN THE OPINION OF THE ENGINEER WILL BE MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY AND SURVIVE SEVERE WEATHER CONDITIONS.

STREAM DIVERSION AREAS, WATERWAYS, BANKS AND RELATED AREAS WILL BE SEEDED AND MULCHED IMMEDIATELY AFTER WORK IN WATERCOURSE IS COMPLETED.

WINTERIZATION - ANY DISTURBED AREA NOT PAVED, SODDED OR BUILT UPON BY OCTOBER 15 IS TO BE SEEDED AND MULCHED ON THAT DATE UNLESS WAIVED BY THE COUNTY

TEMPORARY SEEDING WILL BE APPLIED WITHIN 7 DAYS TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN 30 DAYS. FOR TEMPORARY SEEDING USE 50% OF THE RECOMMENDED RATES OF FERTILIZER, LIME AND FULL AMOUNT OF SEED AND MULCH AS REQUIRED FOR REGULAR SEEDING.

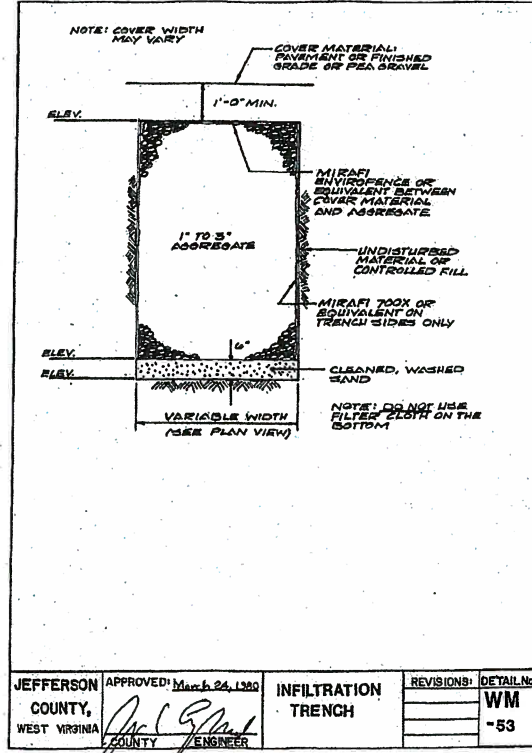
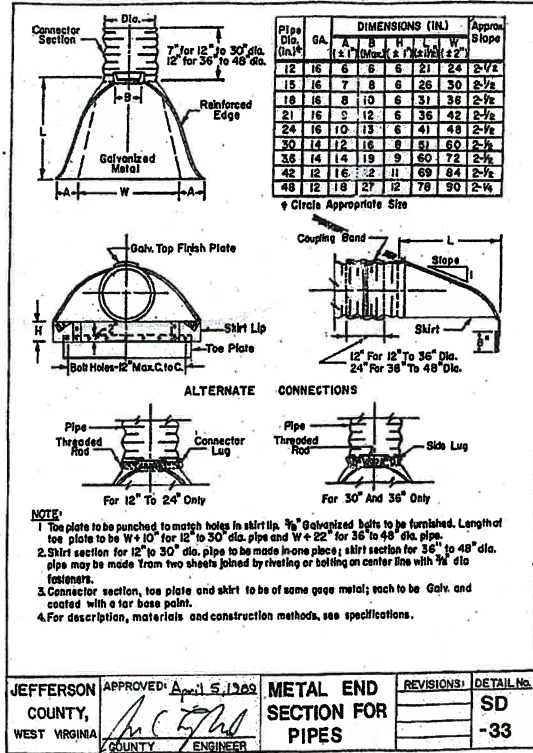
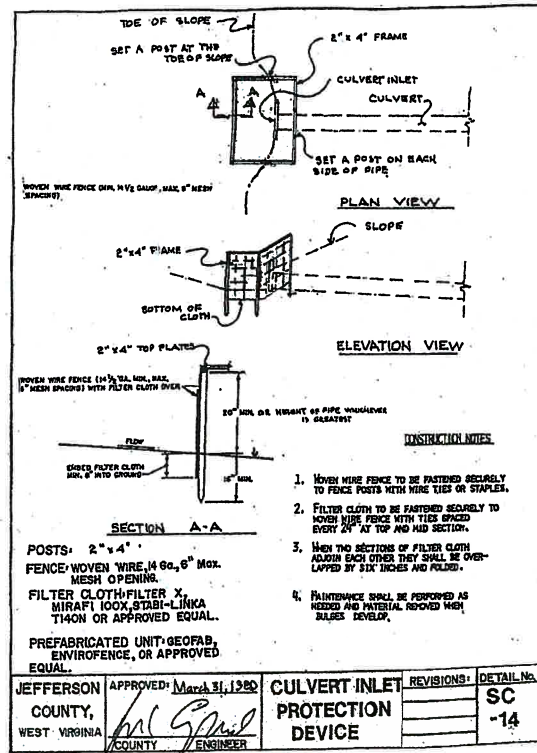
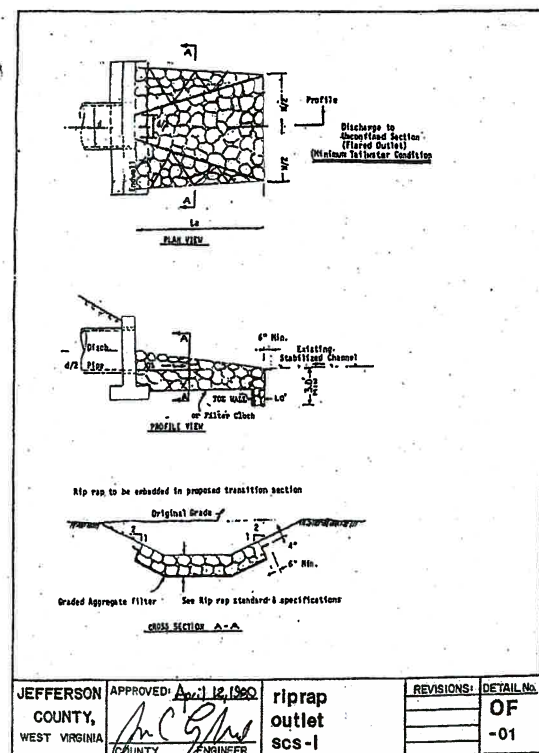
ELECTRIC POWER, TELEPHONE, AND OTHER TRENCHES SHALL BE COMPACTED, SEEDED AND MULCHED WITHIN 7 DAYS AFTER BACKFILL.

ALL TEMPORARY EARTH BERMS, DIVERSIONS, AND SILT DAMS ARE TO BE MULCHED AND SEEDED FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAW OR HAY MULCH IS REQUIRED. THE SAME APPLIES TO ALL STOCKPILES.

EROSION AND SEDIMENT CONTROL NOTES

1. PROVIDE JEFFERSON COUNTY ENGINEER'S OFFICE NOTIFICATION 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY LAND DISTURBING ACTIVITIES.
2. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE.
3. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN THIRTY (30) DAYS.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES.
5. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES, AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
6. EROSION AND SEDIMENT CONTROL DEVICES SHALL BE CONSTRUCTED AND INSTALLED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE.
7. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE COUNTY ENGINEER OR HIS DESIGNATED AGENT, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
8. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
 - A) NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
 - B) EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
 - C) EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
 - D) RESTABILIZATION SHALL BE IN ACCORDANCE WITH THE ABOVE NOTES.
9. ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS PERTAINING TO WORKING IN OR CROSSING A LIVE WATERCOURSE SHALL BE MET.
10. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A DISPOSAL AREA.
11. IT SHALL BE THE OWNER'S RESPONSIBILITY TO INSPECT EROSION CONTROL DEVICES PERIODICALLY AND AFTER EVERY ERODIBLE RAINFALL. ANY NECESSARY REPAIRS OR CLEAN UP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.
12. ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED BY THE COUNTY ENGINEER OR HIS DESIGNATED AGENT IF DEEMED NECESSARY.
13. ALL EROSION CONTROL DEVICES SHALL BE IN PLACE AND FUNCTIONAL AT ALL TIMES AND IF REMOVED FOR CONSTRUCTION PROGRESS, SHALL BE REPLACED BY THE CLOSE OF EACH WORKDAY.
14. FINAL REMOVAL OF EROSION CONTROL DEVICES SHALL NOT OCCUR UNTIL THE COUNTY ENGINEER OR HIS DESIGNATED AGENT DEEMS THE SITE STABILIZED.

All permanent lot corner markers not susceptible to destruction by subdivision improvements grading and permanent monuments shall be in place prior to the conveyance of individual lots. All other lot corners shall be in place prior to the final release of the construction bond. Lot corners will consist of 24" long 2" x 2" x 24" galvanized steel rods suitable for magnetic detection. Certification of the rods shall be provided by a West Virginia licensed land surveyor.



MISCELLANEOUS NOTES & DETAILS
SMITH MOUNTAIN VIEW ESTATES
KABLETOWN DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
MAY 14, 2002

ED JOHNSON, & ASSOCIATES, INC.

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(304) 725-7764