



AGENDA
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
April 4, 2024
5:30 p.m.

- (1) CALL TO ORDER**
- (2) APPROVAL OF AGENDA**
- (3) APPROVAL OF MEETING MINUTES – February 1 and March 5, 2024**
- (4) REPORTS**
 - A. Economic Development Director’s Report
 - B. Business Programs Report
 - C. Monthly Financial Report
 - D. Monthly Accounts Payable Report – (see Feb/March bills that have been paid)

EDA	
EDA Mileage – March meeting	\$114.39
Bedford Center	
Town of Bedford Power – CVCC	\$6,574.08
Peaksview Landscaping	\$1,006.00
BRWA	\$337.13
New London	
Southside Electric – (Feb. only)	\$618.92
Peaksview Landscaping	\$3,107.88
Washington Street	
Peaksview Landscaping	\$224.00
TOTAL:	\$11,982.40

(5) CLOSED SESSION

Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community. (Project PhD)

(6) TOWN OF BEDFORD

(7) BEDFORD CENTER FOR BUSINESS

(8) MONTVALE CENTER FOR COMMERCE

(9) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

- A. Discussion regarding next steps for TRRC Grant for Lots 10A and 12A site development.
- B. Resolution to approve VDOT grant application for Meade Road improvement and extension design services.

(10) WASHINGTON STREET PROPERTY

- A. Consideration of sewer line repair.

(11) OTHER BUSINESS

- A. Review FY25 draft budget.
- B. Consideration of RFP for broker services regarding EDA-owned business park land.
- C. Consideration of plans for Centra warehouse in Forest Professional Park.



MINUTES
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
February 1, 2024
5:30 p.m.

Economic Development Authority:

Present: David Wells (District 1); Vicki Gardner (District 2); Wyatt Walton (District 3); Matthew Braud (District 4); Kristy Milton (District 5); Jimmy Robertson (District 6); Jim Messier (District 7)

Staff Present: Pam Bailey – Economic Development Director; Holley Scheffel – Business Programs Coordinator; Trish Luger-Administrative Assistant; Patrick Skelley – County Attorney; Doug Coffman-Public Works Director

(1) CALL TO ORDER

Chairman Walton called the meeting to order at 5:30 p.m.

(2) APPROVAL OF AGENDA

Chairman Walton asked for a motion to accept the agenda, as amended. Mr. Messier moved, seconded by Mr. Wells.

Adopted Unanimously

(3) APPROVAL OF MEETING MINUTES – January 4, 2024

Mr. Walton asked for a motion to approve the January 4, 2024, minutes. Mr. Wells moved, seconded by Mr. Robertson.

Adopted Unanimously

(4) CLOSED SESSION

Mr. Braud made a motion to enter a closed session, seconded by Ms. Milton

Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community. (Project Moonstone)

Chairman Walton invited EDA liaisons Mickey Johnson and Charla Bansley to stay and attend the closed session.

Mr. Braud made a motion, seconded by Ms. Milton to come out of the closed session.

(5) REPORTS

A. Economic Development Director's Report

Ms. Bailey noted that the payment from Blue Ridge Optics has been received. CAM fee invoices have been sent and thus far no negative feedback has been received. Belvac stated the remaining amount has been paid. Ms. Bailey is continuing to gather information on realtor agreements with other localities and will have a complete report at the April meeting.

B. Business Programs Report

Ms. Scheffel noted that 29 students attended the Bedford ONE Emergency Services Tour. It was a fantastic day with many hands-on experiences at the Sheriff’s office, Fire and Rescue, and 911 Communications. Multiple requests were made for ride-along permission slip forms for the Fire Department and Sheriff’s office. Also, several students were interested in the job shadowing opportunity at the 911 Communication Center.

There are three Bedford ONE tours remaining for the 2023-2024 school year, including a County government tour on February 28.

A JF student shared with Ms. Scheffel that he met with his Career Coach after the October at Innerspec tour. The student has job shadowed for several weeks at the company and now this experience has manifested into an internship.

Signing Day for CTE students entering the workforce or heading to college or university for their career path after graduation is May 7 from 1:30 - 3:00 p.m.

February is CTE month.

C. Monthly Financial Report

Ms. Anderson stated that revenues in the YTD budget report are slightly ahead of budget at 51.5%. Expenditures are higher at 62.8% because of the paving project completed in November.

The income statement for December showed a net gain of \$37,000, which reduced the overall YTD net loss to approximately \$120,000.

The cash balance decreased by \$195,00 due to the timing of payments.

Preliminary closing for January, the cash balance is \$1,942,000.

Ms. Anderson discussed investments with Treasurer Will Perrow He is currently working on an investment strategy for the entire county. Ms. Anderson requested moving funds to the Virginia Investment Pool. As of 1/31/24, it was earning 5.5% interest. To maximize earnings, her request was to move \$1.5 million, leaving a balance in the operating account of \$442,000. Money can always be wired from VIP if the account balance were to go negative.

Before funds are moved, Ms. Anderson will confirm there are no fees.

Chairman Walton approved Ms. Anderson to move forward.

D. Monthly Accounts Payable Report – (see January bills that have been paid)

EDA	
EDA Mileage – January meeting	\$114.37
Bedford Center	
Town of Bedford Power – CVCC – (December)	\$3,015.17
Peakview Landscaping – (December) (leaf removal & limb trees)	\$1,083.34
BRWA (December)	

New London	
Southside Electric – (December)	\$609.64
Peaksview Landscaping – (December)	\$1,494.17
Washington Street	
Peaksview Landscaping (December)	\$121.67
TOTAL:	\$6,438.36

(6) TOWN OF BEDFORD

Nothing to report currently.

Ms. Bailey will share updates on the Hampton Inn Hotel at the close of the joint meeting with the Town of Bedford. An extension is being requested due to a design change.

(7) BEDFORD CENTER FOR BUSINESS

Nothing to report.

(8) MONTVALE CENTER FOR COMMERCE

Nothing to report.

(9) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

A. Discussion regarding next steps for Lots 10A and 12A site development.

The deadline to extend the grant for the Tobacco Commission is May 2024. The grant can be closed out without a clawback. The design fees paid of \$12,000 to Hurt & Profitt would be forfeited.

Ms. Bailey’s recommendation is to close out the grant.

Chairman Walton wants to postpone the grant closure decision until the next EDA meeting to allow staff time to reach out to prospects before deciding.

B. Request for additional match funding for the VBRSP grant application.

Chairman Walton gave authorization for Ms. Bailey to move forward with grants for VBRSP and the Tobacco Commission. It is understood that the cash commitment may increase. A motion was made by Mr. Braud, seconded by Mr. Wells.

Adopted Unanimously.

(10) WASHINGTON STREET PROPERTY

Approve the HVAC unit at Elba

A motion was made by Mr. Braud, seconded by Mr. Messier, to accept the Witt Mechanical quote.

Adopted Unanimously.

(11) OTHER BUSINESS

Adjourned 7:13 p.m.



MINUTES
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
March 5, 2024
7:00 p.m.

Economic Development Authority:

Present: David Wells (District 1); Vicki Gardner (District 2); Wyatt Walton (District 3); Matthew Braud (District 4); Kristy Milton (District 5); Jimmy Robertson (District 6); Jim Messier (District 7)

Staff Present: Pam Bailey – Economic Development Director; Holley Scheffel – Business Programs Coordinator; Trish Luger-Administrative Assistant

(1) CALL TO ORDER

Chairman Walton called the meeting to order at 7:04 p.m.

(2) APPROVAL OF AGENDA

Chairman Walton asked for a motion to accept the agenda. Mr. Braud moved, seconded by Mr. Wells. Adopted Unanimously

(3) TOWN OF BEDFORD

A. Consideration of a request to extend the D Day Omstay performance agreement commitment date.

Ms. Bailey stated that Hilton is redesigning the brand and has asked Mr. Patel to incorporate the design into his new plan. Mr. Patel is asking for a six-month extension of the performance agreement from July 31, 2025, to December 31, 2025. Instead of a commencement date of March 31, 2025, the new date would be September 30, 2025.

Mr. Messier moved to extend the performance agreement by six months with all stipulations presented, seconded by Mr. Braud.

Adopted Unanimously

(4) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

A. Discussion regarding next steps for Lots 10A and 12A site development TRRC grant.

Ms. Bailey has a prospect for these two properties. They are a start-up R & D company that will be presenting to the board at the April meeting. As this may not be the right time to close this out, Ms. Bailey may ask for an extension from the Tobacco Commission. Ms. Bailey informed the board that funds for the grading project possibly could be transferred to new plans. In the event of a sale, the TRRC may want to take the funds they've invested and have the EDA pay forward on another project in the county.

Chairman Walton stated the need for pricing to be available at the April meeting. An RFP for broker services has been requested and Ms. Bailey will provide as promised at the February meeting. Direction will be given to Ms. Bailey after the April meeting on how to move forward with the grant.

Ms. Bailey will gather all pertinent information from the buyer, including the number of available jobs, investment the company will produce, lot size interest, current tax assessment, and previous county sales.

ADJOURNMENT

7:22 pm

**Economic Development Authority
YTD Budget Report
Combined
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Interest On Bank Deposits	\$ -	\$ 2,943.79	\$ (2,943.79)
Interest On Investments	-	5,650.36	(5,650.36)
BRWA Cell Tower Income	-	10,612.08	(10,612.08)
Miscellaneous Revenue	-	133,589.70	(133,589.70)
Recovered Costs - Belvac	1,447.59	-	1,447.59
Recovered Costs - Damage Preve	390.41	-	390.41
Recovered Costs - Liberty Univ	2,597.00	-	2,597.00
Recovered Costs - Nanotouch	393.00	-	393.00
SMPLM - Recovered Costs - Other	1,061.00	-	1,061.00
Transfer From General Fd	163,055.00	-	163,055.00
Property Rentals - CVCC	142,296.00	142,296.00	-
Property Rentals-East Coast	121,280.00	80,853.36	40,426.64
Property Rentals - MBC	3,600.00	2,400.00	1,200.00
Property Rentals-Brewery	43,818.36	29,212.24	14,606.12
Property Rentals	30,600.00	17,850.00	12,750.00
Property Rentals - Belvac	260,000.00	173,337.36	86,662.64
NI Phase 2-State Grant Revenue	63,750.00	-	63,750.00
Total Revenues	<u>\$ 834,288.36</u>	<u>\$ 598,744.89</u>	<u>\$ 235,543.47</u>
Expenses			
Accounting & Auditing Services	\$ 10,000.00	\$ 17,660.00	\$ (7,660.00)
Advertising Services	6,500.00	4,380.66	2,119.34
Attorney And Legal Services	2,500.00	132.20	2,367.80
Admin Salary -Skilled Services	23,000.00	-	23,000.00
Building Repair & Maint Svcs	150,000.00	24,430.85	125,569.15
Building Repair & Maint Svcs	-	2,376.25	(2,376.25)
Postage And Freight	120.00	-	120.00
Conference & Education	1,500.00	-	1,500.00
Employee Recognition	100.00	-	100.00
Travel Mileage	1,500.00	737.02	762.98
General Liability Insurance	654.00	-	654.00
Automobile Liability Insurance	150.00	-	150.00
Property Insurance	10,018.00	-	10,018.00
Boiler And Machinery Insurance	1,264.00	-	1,264.00
Other Financial Insurances	675.00	-	675.00
Public Officials Insurance	182.00	-	182.00
Cyber Risk Insurance	100.00	-	100.00
Office Supplies	500.00	-	500.00

Food & Meals Non-Travel	2,300.00	1,549.06	750.94
BDONE - Food Meals Non Travel	3,000.00	725.14	2,274.86
BSAPP - Food Meals Non Travel	2,500.00	-	2,500.00
Building Repair & Maint Svcs	9,500.00	476.25	9,023.75
CVCC Bldg Repair & Maint Svcs	-	1,012.18	(1,012.18)
Grounds Repair & Maint Svcs	8,900.00	2,050.02	6,849.98
Grounds Repair & Maint Svcs	-	2,918.36	(2,918.36)
CVCC - Equip Rep & Maint Svcs	31,200.00	8,943.46	22,256.54
ECOST - Equip Rep & Maint Svcs	2,000.00	875.00	1,125.00
CVCC - Electrical Svc Charges	40,000.00	22,057.20	17,942.80
CVCC - Water & Sewer Charges	2,000.00	1,264.89	735.11
Other Service Charges	-	77.87	(77.87)
CVCC - Building Materials	-	354.16	(354.16)
VCC - Debt Principal	13,035.29	7,234.95	5,800.34
VCC - Debt Interest	30,783.07	18,325.76	12,457.31
Grounds Repair & Maint Svcs	1,600.00	-	1,600.00
Building Repair & Maint Svcs	7,500.00	724.98	6,775.02
Grounds Repair & Maint Svcs	1,500.00	852.29	647.71
Equipment Repair & Maint Svcs	-	-	-
Vista-Building Materials	-	2,135.26	(2,135.26)
Site Improv-Parking Lots/Pavin	200,000.00	226,692.00	(26,692.00)
A & E Services	-	1,220.00	(1,220.00)
NLPH2 - A & E Services	127,500.00	127,500.00	-
Building Repair & Maint Svcs	3,102.00	257.00	2,845.00
Grounds Repair & Maint Svcs	20,000.00	17,878.37	2,121.63
Electrical Service Charges	7,100.00	4,769.90	2,330.10
Other Service Charges	-	44.30	(44.30)
Shell Bldg - Debt Principal	105,420.23	69,821.76	35,598.47
Shell Bldg - Debt Interest	48,113.65	32,534.16	15,579.49
Performance Incentives	-	30,000.00	(30,000.00)
Total Expenses	<u>\$ 875,817.24</u>	<u>\$ 632,011.30</u>	<u>\$ 243,805.94</u>
Net Surplus (Deficit)	<u>\$ (41,528.88)</u>	<u>\$ (33,266.41)</u>	<u>\$ (8,262.47)</u>

Economic Development Authority
YTD Budget Report
Administration
For The Month Ended February 29, 2024

	Revised Budget	YTD Actual	Available Budget
Revenues			
Interest On Bank Deposits	\$ -	\$ 2,943.79	\$ (2,943.79)
Interest On Investments	-	5,650.36	(5,650.36)
BRWA Cell Tower Income	-	10,612.08	(10,612.08)
Miscellaneous Revenue	-	133,589.70	(133,589.70)
Recovered Costs - Belvac	1,447.59	-	1,447.59
Recovered Costs - Damage Preve	390.41	-	390.41
Recovered Costs - Liberty Univ	2,597.00	-	2,597.00
Recovered Costs - Nanotouch	393.00	-	393.00
SMPLM - Recovered Costs - Other	1,061.00	-	1,061.00
Transfer From General Fd	163,055.00	-	163,055.00
Total Revenues	\$ 168,944.00	\$ 152,795.93	\$ 16,148.07
Expenditures			
Accounting & Auditing Services	\$ 10,000.00	\$ 17,660.00	\$ (7,660.00)
Advertising Services	6,500.00	4,380.66	2,119.34
Attorney And Legal Services	2,500.00	132.20	2,367.80
Admin Salary -Skilled Services	23,000.00	-	23,000.00
Building Repair & Maint Svcs	150,000.00	24,430.85	125,569.15
Building Repair & Maint Svcs	-	2,376.25	(2,376.25)
Postage And Freight	120.00	-	120.00
Conference & Education	1,500.00	-	1,500.00
Employee Recognition	100.00	-	100.00
Travel Mileage	1,500.00	737.02	762.98
General Liability Insurance	654.00	-	654.00
Automobile Liability Insurance	150.00	-	150.00
Property Insurance	10,018.00	-	10,018.00
Boiler And Machinery Insurance	1,264.00	-	1,264.00
Other Financial Insurances	675.00	-	675.00
Public Officials Insurance	182.00	-	182.00
Cyber Risk Insurance	100.00	-	100.00
Office Supplies	500.00	-	500.00
Food & Meals Non-Travel	2,300.00	1,549.06	750.94
BDONE - Food Meals Non Travel	3,000.00	725.14	2,274.86
BSAPP - Food Meals Non Travel	2,500.00	-	2,500.00
Total Expenditures	\$ 216,563.00	\$ 51,991.18	\$ 164,571.82
Net Surplus (Deficit)	\$ (47,619.00)	\$ 100,804.75	\$ (148,423.75)

**Economic Development Authority
YTD Budget Report
Bedford Center for Business
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals - CVCC	\$ 142,296.00	\$ 142,296.00	\$ -
Property Rentals-East Coast	121,280.00	80,853.36	40,426.64
Property Rentals - MBC	3,600.00	2,400.00	1,200.00
Total Revenues	<u>\$ 267,176.00</u>	<u>\$ 225,549.36</u>	<u>\$ 41,626.64</u>
Expenditures			
Building Repair & Maint Svcs	\$ 9,500.00	\$ 476.25	\$ 9,023.75
CVCC Bldg Repair & Maint Svcs	-	1,012.18	(1,012.18)
Grounds Repair & Maint Svcs	8,900.00	2,050.02	6,849.98
Grounds Repair & Maint Svcs	-	2,918.36	(2,918.36)
CVCC - Equip Rep & Maint Svcs	31,200.00	8,943.46	22,256.54
ECOST - Equip Rep & Maint Svcs	2,000.00	875.00	1,125.00
CVCC - Electrical Svc Charges	40,000.00	22,057.20	17,942.80
CVCC - Water & Sewer Charges	2,000.00	1,264.89	735.11
Other Service Charges	-	77.87	(77.87)
CVCC - Building Materials	-	354.16	(354.16)
Total Expenditures	<u>\$ 93,600.00</u>	<u>\$ 40,029.39</u>	<u>\$ 53,570.61</u>
Net Surplus (Deficit)	<u>\$ 173,576.00</u>	<u>\$ 185,519.97</u>	<u>\$ (11,943.97)</u>

**Economic Development Authority
YTD Budget Report
Bedford Brewery
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals-Brewery	\$ 43,818.36	\$ 29,212.24	\$ 14,606.12
Total Revenues	<u>\$ 43,818.36</u>	<u>\$ 29,212.24</u>	<u>\$ 14,606.12</u>
Expenditures			
VCC - Debt Principal	\$ 13,035.29	\$ 7,234.95	\$ 5,800.34
VCC - Debt Interest	30,783.07	18325.76	12,457.31
Total Expenditures	<u>\$ 43,818.36</u>	<u>\$ 25,560.71</u>	<u>\$ 18,257.65</u>
Net Surplus (Deficit)	<u>\$ -</u>	<u>\$ 3,651.53</u>	<u>\$ (3,651.53)</u>

**Economic Development Authority
YTD Budget Report
Montvale Center for Commerce
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Total Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditures			
Grounds Repair & Maint Svcs	<u>\$ 1,600.00</u>	<u>\$ -</u>	<u>\$ 1,600.00</u>
Total Expenditures	<u>\$ 1,600.00</u>	<u>\$ -</u>	<u>\$ 1,600.00</u>
Net Surplus (Deficit)	<u><u>\$ 1,600.00</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,600.00</u></u>

**Economic Development Authority
YTD Budget Report
Washington Street
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals	\$ 30,600.00	\$ 17,850.00	\$ 12,750.00
Total Revenues	<u>\$ 30,600.00</u>	<u>\$ 17,850.00</u>	<u>\$ 12,750.00</u>
Expenditures			
Building Repair & Maint Svcs	\$ 7,500.00	\$ 724.98	\$ 6,775.02
Grounds Repair & Maint Svcs	1,500.00	852.29	647.71
Equipment Repair & Maint Svcs	-	-	-
Vista-Building Materials	-	2,135.26	(2,135.26)
Site Improv-Parking Lots/Pavin	200,000.00	226,692.00	(26,692.00)
Total Expenditures	<u>\$ 209,000.00</u>	<u>\$ 230,404.53</u>	<u>\$ (21,404.53)</u>
Net Surplus (Deficit)	<u><u>\$ (178,400.00)</u></u>	<u><u>\$ (212,554.53)</u></u>	<u><u>\$ 34,154.53</u></u>

**Economic Development Authority
YTD Budget Report
New London
For The Month Ended February 29, 2024**

	Revised Budget	YTD Actual	Available Budget
Revenues			
Property Rentals - Belvac	\$ 260,000.00	\$ 173,337.36	\$ 86,662.64
NI Phase 2-State Grant Revenue	63,750.00	-	63,750.00
Total Revenues	<u>\$ 323,750.00</u>	<u>\$ 173,337.36</u>	<u>\$ 150,412.64</u>
Expenditures			
A & E Services	\$ -	\$ 1,220.00	\$ (1,220.00)
NLPH2 - A & E Services	127,500.00	127,500.00	-
Building Repair & Maint Svcs	3,102.00	257.00	2,845.00
Grounds Repair & Maint Svcs	20,000.00	17,878.37	2,121.63
Electrical Service Charges	7,100.00	4,769.90	2,330.10
Other Service Charges	-	44.30	(44.30)
Shell Bldg - Debt Principal	105,420.23	69,821.76	35,598.47
Shell Bldg - Debt Interest	48,113.65	32,534.16	15,579.49
Total Expenditures	<u>\$ 311,235.88</u>	<u>\$ 254,025.49</u>	<u>\$ 57,210.39</u>
Net Surplus (Deficit)	<u>\$ 12,514.12</u>	<u>\$ (80,688.13)</u>	<u>\$ 93,202.25</u>

Economic Development Authority
Income Statement
Combined
For The Month Ended February 29, 2024

	MTD	YTD
	Actual	Actual
Revenues		
Interest On Bank Deposits	\$ 115.88	\$ 2,943.79
Interest On Investments	5,650.36	5,650.36
BRWA Cell Tower Income	1,326.51	10,612.08
Miscellaneous Revenue	67,919.32	133,589.70
Property Rentals - CVCC	-	142,296.00
Property Rentals-East Coast	10,106.67	80,853.36
Property Rentals - MBC	300.00	2,400.00
Property Rentals-Brewery	3,651.53	29,212.24
Property Rentals	2,550.00	17,850.00
Property Rentals - Belvac	21,666.67	173,337.36
Total Revenues	<u>\$ 113,286.94</u>	<u>\$ 598,744.89</u>
Expenses		
Accounting & Auditing Services	-	17,660.00
Advertising Services	\$ 81.00	\$ 4,380.66
Attorney And Legal Services	-	132.20
Admin Salary -Skilled Services	-	-
Building Repair & Maint Svcs	-	24,430.85
Building Repair & Maint Svcs	-	2,376.25
Postage And Freight	-	-
Conference & Education	-	-
Employee Recognition	-	-
Travel Mileage	114.39	737.02
General Liability Insurance	-	-
Automobile Liability Insurance	-	-
Property Insurance	-	-
Boiler And Machinery Insurance	-	-
Other Financial Insurances	-	-
Public Officials Insurance	-	-
Cyber Risk Insurance	-	-
Office Supplies	-	-
Food & Meals Non-Travel	374.17	1,549.06
BDONE - Food & Meals Non Travel	218.43	725.14
Performance Incentives	-	30,000.00
Building Repair & Maint Svcs	476.25	476.25
CVCC - Bldg Repair & Maint Svcs	80.00	1,012.18
Grounds Repair & Maint Svcs	-	2,050.02
Grounds Repair & Maint Svcs	1,073.34	2,918.36
CVCC - Equip Rep & Maint Svcs	-	8,943.46
ECOST - Equip Rep & Maint Svcs	-	875.00
CVCC - Electrical Svc Charges	3,545.31	22,057.20

**Economic Development Authority
Income Statement
Combined
For The Month Ended February 29, 2024**

	MTD	YTD
	Actual	Actual
CVCC - Water & Sewer Charges	158.91	1,264.89
Other Service Charges	-	77.87
CVCC - Building Materials	-	354.16
VCC - Debt Principal	-	7,234.95
VCC - Debt Interest	-	18,325.76
Building Repair & Maint Svcs	124.98	724.98
Grounds Repair & Maint Svcs	121.67	852.29
Equipment Repair & Maint Svcs	-	-
Vista-Building Materials	12.21	2,135.26
Site Improv-Parking Lots/Pavin	-	226,692.00
A & E Services	-	1,220.00
NLPH2 - A & E Services	-	127,500.00
Building Repair & Maint Svcs	-	257.00
Grounds Repair & Maint Svcs	3,264.17	17,878.37
Electrical Service Charges	609.64	4,769.90
Other Service Charges	9.28	44.30
Shell Bldg - Debt Principal	8,750.15	69,821.76
Shell Bldg - Debt Interest	4,044.34	32,534.16
Total Expenses	<u>\$ 23,058.24</u>	<u>\$ 632,011.30</u>
 Net Gain (Loss)	 <u>\$ 90,228.70</u>	 <u>\$ (33,266.41)</u>
 Beginning Cash Balance	 \$ 1,954,131.54	
Net Gain (Loss)	90,228.70	
Less: Cell Tower Rent Rec'd in January	(1,326.51)	
Ending Cash Balance	<u>\$ 2,043,033.73</u>	

**Economic Development Authority
Income Statement
Administration
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Interest On Bank Deposits	\$ 115.88	\$ 2,943.79
Interest On Investments	5,650.36	5,650.36
BRWA Cell Tower Income	1,326.51	10,612.08
Miscellaneous Revenue	67,919.32	133,589.70
Total Revenues	<u>\$ 75,012.07</u>	<u>\$ 152,795.93</u>
Expenditures		
Accounting & Auditing Services	-	17,660.00
Advertising Services	\$ 81.00	\$ 4,380.66
Attorney And Legal Services	-	132.20
Building Repair & Maint Svcs	-	24,430.85
Building Repair & Maint Svcs	-	2,376.25
Travel Mileage	114.39	737.02
Food & Meals Non-Travel	374.17	1,549.06
BDONE - Food & Meals Non Travel	218.43	725.14
BSAPP - Food & Meals Non Travel	-	-
Performance Incentives	-	30,000.00
Total Expenditures	<u>\$ 787.99</u>	<u>\$ 81,991.18</u>
Net Gain (Loss)	<u>\$ 74,224.08</u>	<u>\$ 70,804.75</u>

**Economic Development Authority
Income Statement
Bedford Center for Business
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals - CVCC	\$ -	\$ 142,296.00
Property Rentals-East Coast	10,106.67	80,853.36
Property Rentals - MBC	300.00	2,400.00
Total Revenues	\$ 10,406.67	\$ 225,549.36
Expenditures		
Building Repair & Maint Svcs	476.25	476.25
CVCC - Bldg Repair & Maint Svcs	\$ 80.00	\$ 1,012.18
Grounds Repair & Maint Svcs	-	2,050.02
Grounds Repair & Maint Svcs	1,073.34	2,918.36
CVCC - Equip Rep & Maint Svcs	-	8,943.46
ECOST - Equip Rep & Maint Svcs	-	875.00
CVCC - Electrical Svc Charges	3,545.31	22,057.20
CVCC - Water & Sewer Charges	158.91	1,264.89
Other Service Charges	-	77.87
CVCC - Building Materials	-	354.16
Total Expenditures	\$ 5,333.81	\$ 40,029.39
Net Gain (Loss)	\$ 5,072.86	\$ 185,519.97

**Economic Development Authority
Income Statement
Bedford Brewery
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals-Brewery	\$ 3,651.53	\$ 29,212.24
Total Revenues	\$ 3,651.53	\$ 29,212.24
Expenditures		
VCC - Debt Principal	\$ -	\$ 7,234.95
VCC - Debt Interest	-	18325.76
Total Expenditures	\$ -	\$ 25,560.71
Net Gain (Loss)	\$ -	\$ 3,651.53

**Economic Development Authority
Income Statement
Montvale Center for Commerce
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Total Revenues	\$ -	\$ -
Expenditures		
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>
Net Gain (Loss)	<u>\$ -</u>	<u>\$ -</u>

**Economic Development Authority
Income Statement
Washington Street
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals	\$ 2,550.00	\$ 17,850.00
Total Revenues	<u>\$ 2,550.00</u>	<u>\$ 17,850.00</u>
Expenditures		
Building Repair & Maint Svcs	\$ 124.98	\$ 724.98
Grounds Repair & Maint Svcs	121.67	852.29
Equipment Repair & Maint Svcs	-	-
Vista-Building Materials	12.21	2,135.26
Site Improv-Parking Lots/Pavin	-	226,692.00
Total Expenditures	<u>\$ 258.86</u>	<u>\$ 230,404.53</u>
Net Gain (Loss)	<u><u>\$ 2,291.14</u></u>	<u><u>\$ (212,554.53)</u></u>

**Economic Development Authority
Income Statement
New London
For The Month Ended February 29, 2024**

	MTD Actual	YTD Actual
Revenues		
Property Rentals - Belvac	\$ 21,666.67	\$ 173,337.36
Total Revenues	\$ 21,666.67	\$ 173,337.36
Expenditures		
A & E Services	\$ -	\$ 1,220.00
NLPH2 - A & E Services	-	127,500.00
Building Repair & Maint Svcs	-	257.00
Grounds Repair & Maint Svcs	3,264.17	17,878.37
Electrical Service Charges	609.64	4,769.90
Other Service Charges	9.28	44.30
Shell Bldg - Debt Principal	8,750.15	69,821.76
Shell Bldg - Debt Interest	4,044.34	32,534.16
Total Expenditures	\$ 16,677.58	\$ 254,025.49
Net Gain (Loss)	\$ 4,989.09	\$ (80,688.13)



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 9A

MEETING DATE: April 4, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Next steps in New London Lots 10A and 12A site development

SUMMARY

In February 2021, the Board of Supervisors approved of an application submission, acceptance, and appropriation of an \$80,000 grant from the Virginia Tobacco Region Revitalization Commission (TRRC) to create a total of two pad-ready sites on lot 10A and 12A in New London. The County matched this funding for a total of \$160,000 for the project.

The engineering services (topo survey and 90% of grading plans) for the project were completed in January 2022 and the project was put on hold due to a prospective company that was interested in several parcels including lots 10A and 12A.

To date \$20,900 has been spent and \$10,000 has been reimbursed by the TRRC. A balance of \$139,100 is available for the grading project. (\$70,000 balance from TRRC and \$69,100 balance from Bedford County.)

The funding cannot be transferred and has to be used while still owned by the EDA.

New estimated costs to grade the lots is estimated at \$106,440 for lot 10A and \$125,520 for lot 12A for a total of nearly \$232,000.

If the EDA proceeds with this grading project using TRRC funds and sells the lots, the TRRC will clawback a portion of the grant funding provided to the County.

The grant deadline is May 27, 2024, but can be extended if warranted.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 9B

MEETING DATE: April 4, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Resolution to approve VDOT application for Meade Road improvement and extension design grant

SUMMARY

At the January 2024 EDA meeting we talked about additional funding needed for the VEDP grant match. The EDA approved a total of \$707,500 to be used with the understanding that:

- A. We will continue looking for other funds to off-set the cost.
- B. We can ultimately turn down the grant if necessary.

The request itself is for authorization to apply for a design grant through VDOT's EDA program and to commit \$50k in matching funds to carry out the work. The total application is for \$250k with the remaining \$200k balance covered by the grant. If funded, the total remaining scope of the potential VEDP grant would be reduced.

Design only example:

\$150,000 Unmatched
\$50,000 Matched
\$50,000 Local Match
\$250,000 Total

The three main components of the design are 1) Meade Rd extension through Phase 2 of NLB&TC; 2) intersection improvements at 460; and 3) widen roundabout apron to accommodate tractor trailer turn radii. With a completed design, we can then pursue other construction grant opportunities.

Ultimately, this \$50,000 would reduce the overall cost of the larger site development and road construction project which would in turn reduce the match VBRSP requirement.

The \$50,000 match for VDOT would come out of the \$707,500. No additional funds are being requested.

A copy of the resolution is attached.



At a regular meeting of the Economic Development Authority of the County of Bedford, Virginia held at the Bedford County Administration Building on the 6th day of April 2023 beginning at 5:30 pm:

MEMBERS:

Wyatt Walton, Chairman
Matthew Braud, Vice Chairman
Vicki Gardner
Jim Messier
Kristy Milton
James T. Robertson
David Wells

VOTE:

On motion of _____, which carried by a vote of _____, the following was adopted:

A RESOLUTION

REQUEST FOR SUBMISSION, ACCEPTANCE AND SUBSEQUENT APPROPRIATION OF A VIRGINIA DEPARTMENT OF TRANSPORTATION GRANT FOR THE ECONOMIC DEVELOPMENT ACCESS FUNDS FOR ROADWAY IMPROVEMENTS IN THE NEW LONDON BUSINESS AND TECHNOLOGY CENTER

WHEREAS, the Bedford County Economic Development Authority desires to pursue Economic Development Access funding for roadway improvements to New London Business and Technology Center in Bedford County; and

WHEREAS, property within New London Business and Technology Center is expected to be the site of new private capital investment in land, building, and manufacturing equipment; and

WHEREAS, the existing public road network does not provide for adequate access and an access road improvement project is necessary; and

WHEREAS, the Bedford County Economic Development Authority hereby guarantees that the necessary environmental analysis, mitigation, fee simple rights-of-way and utility relocations or adjustments, if necessary, for this project will be provided at no cost to the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the Bedford County Economic Development Authority acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to appropriate notification from the Department of Transportation as a condition of the use of the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the Bedford County Economic Development Authority hereby acknowledges that the Virginia Department of Transportation's Economic Development Access (EDA) Program may provide

up to a maximum of \$150,000 for a project and requires matching funding, up to \$50,000, from the Bedford County Economic Development Authority for estimated eligible project costs over \$150,000, up to \$250,000; and

WHEREAS, the Bedford County Economic Development Authority hereby guarantees that financing of all ineligible project costs, project costs exceeding the EDA Program project allocation, EDA Program required locality matching funds, if applicable, will be provided from sources other than those administered by the Virginia Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED, that the Bedford County Economic Development Authority hereby requests the Virginia Department of Transportation provide Economic Development Access Program funding for the design of adequate roadway improvements to New London Business and Technology Center; and

BE IT FURTHER RESOLVED, that the Bedford County Economic Development Authority hereby agrees to provide a surety or bond, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the project allocation, prior to the Department of Transportation's authorization of Economic Development Access funds; and

BE IT FURTHER RESOLVED, that the Economic Development Director or her designee(s) be authorized to act on behalf of the Economic Development Authority to execute any and all documents necessary to secure funding in the maximum amount eligible under the Economic Development Access Program.

A Copy-Test:

Wyatt Walton
EDA Chairman

EDA Budget 2024-25 DRAFT

General and Administrative	BUDGET	BUDGET	YTD (as of 2/1/24)			
Revenues	FY 24-25	FY 23-24	FY 23-24	Notes		
Contribution from County	\$ 43,055.00	\$ 43,055.00	\$ 43,055.00		564100-441110	
Interest Earnings	\$ 30,000.00	\$ -	\$ 2,943.79		561500-415101	
BRWA Cell Tower Income	\$ 15,918.12	\$ 15,918.12	\$ 11,938.59	Balance: \$44,239.38 as of 3/7/24		
Totals	\$ 88,973.12	\$ 58,973.12	\$ 57,937.38			
Expenditures						
Administrative Assistant	\$ 24,150.00	\$ 23,000.00	\$ -		565600-531220-SAL	
Auditing Services	\$ 10,000.00	\$ 10,000.00	\$ 17,660.00	2 audits were done in FY24	565600-531110	
Advertising Services	\$ 7,000.00	\$ 6,500.00	\$ 4,380.66	web maintenance & ads	565600-531120	
Attorney Services	\$ 2,500.00	\$ 2,500.00	\$ -		565600-531130	
Postage and Freight	\$ 120.00	\$ 120.00	\$ -		565600-531510	
Printing services	\$ -	\$ 500.00	\$ -			
Conference & Educations Svcs	\$ 1,000.00	\$ 1,500.00	\$ 500.00		565600-531730	
Business/EDA Recognition	\$ 100.00	\$ 100.00	\$ -	Outgoing EDA/staff recognition	565600-531750	
Travel Mileage	\$ 1,500.00	\$ 1,500.00	\$ 851.41	EDA official bus./ meetings	565600-531820	
Food & Meals - Non-travel	\$ 2,300.00	\$ 2,300.00	\$ 1,549.06	EDA meetings/planning	565600-561140	
Bedford One	\$ 3,500.00	\$ 3,000.00	\$ 1,262.50	Student food	565600-561140-BDONE	
Business Appreciation	\$ 2,500.00	\$ 2,500.00	\$ -	Thank you gifts, event, etc.	565600-561140-BSAPP	
General Liability Insurance	\$ 335.00	\$ 332.00	\$ 332.00		565600-551210	
Surety Bonds	\$ 675.00	\$ 675.00	\$ 675.00		565600-551250	
Cyber Risk Insurance	\$ 100.00	\$ 100.00	\$ 100.00		565600-551290	
Public Officials Liability	\$ 185.00	\$ 182.00	\$ 182.00		565600-551260	
Automobile Liability	\$ 150.00	\$ 150.00	\$ 150.00		565600-551220	
Property Insurance	\$ 10,500.00	\$ 10,270.00	\$ 10,270.00	Elba, CVCC and Shell bldg.	565600-551230	
Equipment Breakdown	\$ 1,300.00	\$ 1,264.00	\$ 1,264.00	Boiler and Machinery	565600 -551240	
Excess Liability (automobile & general)	\$ 322.00	\$ 322.00	\$ 322.00		565600-551210	
Rate Credit	\$ (252.00)	\$ (252.00)	\$ (252.00)			
Building Repair & Maintenance Fund	\$ 50,000.00	\$ 150,000.00	\$ 46,330.85	Emergency maintenance items	565600-531410	
Totals	\$ 117,985.00	\$ 216,563.00	\$ 85,577.48			
Net Totals	\$ (29,011.88)	\$ (157,589.88)	\$ (27,640.10)			

EDA Budget 2024-25 DRAFT

Performed Based Incentives	BUDGET	BUDGET	YTD (as of 2/1/24)		
Revenues	FY 24-25	FY 23-24	FY 23-24		
Contribution from County	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00		564100-441110
Totals	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00		
Expenditures					
Parkland Direct Incentive			\$ 30,000.00		
Childcare grant program	\$ 30,000.00				
Business Incentives	\$ 90,000.00				565610-541530
Totals	\$ 120,000.00	\$ 120,000.00	\$ 30,000.00		
Net Totals	\$ -	\$ 120,000.00	\$ 90,000.00		
Bedford Brewery	BUDGET	BUDGET	YTD (as of 2/1/24)		
Revenues	FY 24-25	FY 23-24	FY 23-24		
Bedford Brewing lease	\$43,818.36	\$43,818.36	\$ 29,212.24	Rental income	56562115-415201-BREW
Totals	\$43,818.36	\$43,818.36	\$ 29,212.24		
Expenditures					
VCC Principal	\$ 13,035.29	\$ 13,035.29	\$ 8,430.69		565621-591130-VCC
VCC Interest	\$ 30,783.07	\$ 30,783.07	\$ 20,871.55		565621-591140-VCC
Totals	\$ 43,818.36	\$ 43,818.36	\$ 29,212.24	Loan payments	
Net Total	\$ -	\$ -	\$ -		

EDA Budget 2024-25 DRAFT

Bedford Center for Business	BUDGET	BUDGET	YTD (as of 2/1/24)			
Revenues	FY 24-25	FY 23-24	FY 23-24			
CVCC lease	\$ 142,296.00	\$ 142,296.00	\$ 142,296.00	Rental income	56561515-415201-CVCC	
East Coast Fabricators lease	\$ 121,280.00	\$ 121,280.00	\$ 70,746.69	Rental income	56561515-415201-ECOST	
Mid-Atlantic Broadband lease	\$ 3,600.00	\$ 3,600.00	\$ 2,400.00	Rental income	56561515-415201-MBC	
Totals	\$ 267,176.00	\$ 267,176.00	\$ 215,442.69			
Expenditures						
Electric	\$ 40,000.00	\$ 40,000.00	\$ 25,165.84	CVCC electric	565615-551110-CVCC	
Water & Sewer	\$ 2,000.00	\$ 2,000.00	\$ 1,264.89	CVCC water and sewer	565615-551130-CVCC	
Building Repair & Maintenance	\$ 9,500.00	\$ 9,500.00	\$ 2,398.84	Security, sprinkler, exterminating services, other repairs	565615-531410	
Grounds Maintenance Service	\$ 9,150.00	\$ 8,900.00	\$ 5,471.38	Peaksview landscaping	565615-531420	
Equipment Repair - CVCC	\$ 10,000.00	\$ 31,200.00	\$ 1,900.00	HVAC service + plumbing	565615-531430 - CVCC	
Equipment Repair - East Coast	\$ 2,000.00	\$ 2,000.00	\$ 875.00	Equipment repair	565615-531430 - Ecost	
Totals	\$ 72,650.00	\$ 93,600.00	\$ 37,075.95			
Net Totals	\$ 194,526.00	\$ 173,576.00	\$ 178,366.74			
Montvale Center for Commerce	BUDGET	BUDGET	YTD (as of 2/1/24)			
Revenues	FY 24-25	FY 23-24	FY 23-24			
Totals	\$ -	\$ -	\$ -			
Expenditures						
Advertising/Marketing	\$ -	\$ -	\$ -		565655-531120	
Grounds Maintenance Service	\$ 1,600.00	\$ 1,600.00	\$ -	Mowing/bushhogging	565655-531420	
Totals	\$ 1,600.00	\$ 1,600.00	\$ -			
Net Total	\$ (1,600.00)	\$ (1,600.00)	\$ -			

EDA Budget 2024-25 DRAFT

New London Business and Tech	BUDGET	BUDGET	YTD (as of 2/28/24)		
Revenues	FY 24-25	FY 23-24	FY 23-24		
VEDP - VBRSP grant	\$ -	\$ 63,750.00			56568515-415201-BLVAC
VDOT grant	\$ 200,000.00				
Belvac Lease payments	\$ 260,000.00	\$ 260,000.00	\$ 173,337.36	Rental income	56568515-415201-BLVAC
Recovered Costs CAM fees					
Simplimatic fees:	\$ 1,473.46	\$ 1,061.00	\$ -		561900-419010-SMPLM
Liberty University fees:	\$ 3,606.36	\$ 2,597.00	\$ 3,606.36		561900-419010-LU
Lot 3A fees:	\$ 546.11	\$ 393.00	\$ -		561900-419010-3A
Belvac fees	\$ 2,010.55	\$ 1,447.59	\$ 2,010.55		561900-419010-BELVAC
Damage Prevention fees	\$ 542.24	\$ 390.41	\$ -		561900-419010-DAMAGE PREVE
Totals	\$ 468,178.72	\$ 329,639.00	\$ 178,954.27		
Expenditures					
A & E	\$ 407,500.00	\$ 127,500.00	\$ 128,720.00	Phase 2	565685-531210
A&E Meade Road Extension	\$ 250,000.00			VDOT grant	
Grounds Maintenance Service	\$ 22,000.00	\$ 20,000.00	\$ 19,432.31	Peakview landscaping	565685-531420
Building Repair & Maintenance	\$ 3,125.00	\$ 3,102.00	\$ 514.00	Johnson Controls/plumbing	
Electrical Service	\$ 7,100.00	\$ 7,100.00	\$ 4,769.90	SEC charges	565685-551110
Water & Sewer	\$ 250,000.00	\$ -	\$ -	VBRSP match	565685-551130
Bank of James Interest		\$ -	\$ 36,298.19		565685-591140-LOT7
Bank of James Principal			\$ 78,852.22		565685-591130-LOT7
Bank of the James Loan	\$ 153,533.88	\$ 153,533.88			565685-591130-LOT7
Totals	\$ 1,093,258.88	\$ 311,235.88	\$ 268,586.62		
Net Totals	\$ (625,080.16)	\$ 18,403.12	\$ (89,632.35)		

EDA Budget 2024-25 DRAFT

Washington Street Property	BUDGET	BUDGET	YTD (as of 2/28/24)		
Revenues	FY 24-25	FY 23-24	FY 23-24		
Elba Butcher Shoppe	\$ 30,600.00	\$ 30,600.00	\$ 17,850.00	Rental income	56568015-415201
Totals	\$ 30,600.00	\$ 30,600.00	\$ 17,850.00		
Expenditures					
Grounds Maintenance Service	\$ 2,700.00	\$ 1,500.00	\$ 1,076.29	landscaping	565680-531420
Building repair and maintenance	\$ 10,000.00	\$ 7,500.00	\$ 2,921.51	HVAC/roof repair/plumbing	565680-531410
Parking lot paving, etc.	\$ -	\$ 200,000.00	\$ 226,692.00		565680-531410
Totals	\$ 12,700.00	\$ 209,000.00	\$ 3,997.80		
Net Totals	\$ 17,900.00	\$ (178,400.00)	\$ 13,852.20		
Grand Totals	BUDGET	BUDGET	YTD (as of 2/28/24)		
	FY 24-25	FY 23-24	FY 23-24		
Revenue	\$ 1,018,746.20	\$ 850,206.48	\$ 619,396.58		
Expenditure	\$ 1,462,012.24	\$ 995,817.24	\$ 454,450.09		
Revenue over/(under) expenditures	\$ (443,266.04)	\$ (145,610.76)	\$ 164,946.49		



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 11B

MEETING DATE: April 4, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Consideration for Broker Services regarding EDA-owned business park land

SUMMARY

At its December meeting staff presented establishing a commission structure for brokers for consideration when selling EDA-owned land. Attention was then given to using a broker for real estate services and staff was asked to create an RFP for consideration.

An RFP for broker services is attached for discussion.

REQUEST FOR PROPOSALS

RFP No. **2024-XX**

Issue Date: April 5, 2024

County of Bedford, Virginia



<https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>

Title:	Bedford County EDA Real Estate Brokerage Services
Pre-Proposal Meeting	A Pre-Proposal Meeting is not scheduled for this solicitation.
Proposals Due:	April 30, 2024 through 3:00 p.m. EDT
Method of Proposal Submittal	To be considered, proposals must be submitted as specified in Section B of this document. No exceptions.
Questions:	Questions or comments related to this solicitation shall be directed to the Contract Officer <u>not later than 1:00 p.m. on April 17, 2024</u> . All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.
Contract Officer:	Heather Knight, VCA, Procurement Manager hknight@bedfordcountyva.gov

The County of Bedford Virginia (the “County”) Economic Development Authority (the “EDA”) is seeking proposals from qualified firms (the “Offeror”, “Vendor” or “Consultant”) to furnish the goods and/or services described herein, for submittal to the County as specified above. This solicitation is posted on the website listed above and is available for free download.

Table of Contents

REQUIREMENTS

- Section A – Scope of Work
- Section B – Proposal Process
- Section C – Contract-Specific Terms and Conditions
- Section D – General Terms and Conditions

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

A sample Contract is provided as an Exhibit.

The sample Contract references two (2) yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Valid Broker's License issued by the Virginia Real Estate Board

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)

REQUIREMENTS

**SECTION A
SCOPE OF WORK**

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to furnish/provide the Bedford County Economic Development Authority (hereinafter referred to as the “EDA”) with commercial real estate brokerage services to assist with a variety of needs. The EDA works on economic development initiatives that sometimes require the acquisition and disposition of real estate. Typical assignments will include both on-going projects where the broker will complement the resources of the EDA. More details regarding the specific assignments and number of projects will be shared with the selected broker, however, it is anticipated that three industrial/commercial properties will be assigned in the initial contract period.

2. **BACKGROUND:** The EDA owns three industrial/commercial business parks: Bedford Center for Business, Montvale Center for Commerce, and New London Business and Technology Center, and requires commercial real estate brokerage services to assist with a variety of needs. Typical assignments will include both on-going projects where the broker will complement the resources of the EDA, as well as specific projects where the broker will report directly to the Office of Economic Development. More details regarding the specific assignments and number of projects will be shared with the selected broker, however, it is anticipated that approximately three properties will be assigned in the initial contract period. Three existing data sheets for these properties are included within this RFP as “Exhibit 1”.

3. **SPECIFICATIONS / SCOPE OF WORK:**
All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors shall submit a proposal demonstrating their capability for rendering the following prescribed tasks:

Typical services the broker shall perform may include, but are not limited to, the following:

1. Advertising and listing property,
2. Assist with disposing of real property,
3. Developing strategies for sale/leasing of properties,
4. Negotiating with buyers/lessee on behalf of the EDA,
5. Coordinating the real estate transaction and closings,
6. Performing market analysis and developing pro forma analysis and reports,
7. Due diligence, including market studies, and
8. Handling all other customary activities and services associated with real estate transactions.

Mandatory Requirements:

1. Compliance with all applicable terms of this RFP and the subsequently negotiated Contract.
2. Compliance with all applicable standards of the associated profession
3. Compliance with all applicable Federal, State and local laws

The resulting Contract will require that the broker possess an active, valid Broker’s License issued by the Virginia Real Estate Board, pursuant to Title 54.1, Chapter 21 of the Code of Virginia throughout the term of the contract. Contractor shall maintain any continuing educational requirements as necessary. Failure to maintain an active, valid Broker’s License throughout the term of the contract shall be sufficient cause for immediate termination of the contract for cause. If the Contractor is unable

Bedford County EDA Real Estate Brokerage Services

to demonstrate that it possesses an active, valid Broker's license at any time during the contract, the EDA may terminate the contract for cause.

Failure on the part of an Offeror to demonstrate that it possesses an active, valid Broker's License shall constitute sufficient justification to render its proposal non-responsive and/or provide grounds for denial of a Contract award.

**SECTION B
PROPOSAL PROCESS**

PROPOSAL PREPARATION, SUBMISSION REQUIREMENTS, AND AWARD PROCEDURES

1. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors should prepare the proposal as presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the EDA. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

Offerors should organize their proposals using the format described below:

A. Title Page

Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

B. Project Methodology

Describe the broker's general approach to providing service under this proposed contract. Respondents must state how the broker will meet the terms and conditions and provide the services requested herein.

C. Experience of the Offeror in Providing These Services

Include a statement of the Offeror's experience in providing the services stated in the Scope of Services, including history of the broker, principals, and qualifications to undertake this project. Provide a comprehensive list of personnel who would be assigned to the project and their direct relationship in coordinating proposed services, include individual's related experience, project team role and time commitment of each member. If any subcontractor broker will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.

D. Project History

List current and past work assignments of similar nature that the broker has directly contracted to provide within the last five years with names, address, and telephone number of references.

E. References

Provide a list of three clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the EDA may contact.

F. Fee

Provide proposed pricing and payment terms and structure.

2. PROPOSAL SUBMISSION

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- a. Submit one (1) electronic version (preferred) or one (1) original signed paper version (conspicuously marked as "ORIGINAL"). Proposals (including all documents, schedules, reports, plans, and other attachments) will not be returned. If proprietary and/or confidential information is included in the proposal, a second, "redacted" electronic version of the proposal shall be included with the electronic submission and be named "Redacted Version".

All electronic files uploaded must be in a common format accessible by software programs the County uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft PowerPoint (.ppt or pptx), or Adobe Portable Document Format (.pdf). Offerors will not secure, password-protect, or lock uploaded files; the County must be able to open and view the contents of the file. Offerors will not disable or restrict the ability of the County to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches. The County may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- b. Proposals must be received by County Staff by the time specified on page one of this RFP. Late deliveries will not be considered. If the Vendor/Offeror is submitting a response via email, the Vendor/Offeror is responsible for confirming that the type and size of the files to be transmitted can be received by the County before the submission deadline. Submissions received after the deadline due to technological difficulties will not be considered.
- c. Proposals shall be submitted as specified below; other methods are not allowed.

1. Proposals shall be emailed to pbailey@bedfordcountyva.gov. USB Thumb Drives or paper copies shall be delivered to the Bedford County Administration offices located at 122 E. Main Street, 3rd Floor, Bedford, VA 24523, between the hours of 8:30 am and 5:00 pm, Monday through Friday.

The following information should be written on the outside of the submittal envelope or package:

- RFP Number
 - Title of RFP Solicitation
 - Submittal Deadline Date and Time
 - Offeror's Name
2. If the building is closed to visitors, call 540-587-5670 and County staff will meet you at the building's front door to receive your proposal.
 3. If the building is closed to both visitors and County staff (i.e.: snow closing), then proposals shall be accepted on the next business day of the County at the originally scheduled time.
 4. In addition to delivery by the Offeror as described above, proposals may be delivered by USPS, UPS, FedEx, etc., however the County assumes no responsibility for misrouted documents, and will not consider them if they are received in the Economic Development office after the specified date and time deadline.
- d. Proposals will not be accepted if submitted by any other method than as specified above.
 - e. All proposals shall be submitted on and in accordance with this form. Failure to return the required documents and information specified herein may result in a determination that the proposal is non-responsive. All costs associated with preparing a proposal are the Offeror's responsibility.
 - f. The solicitation document as posted by the County shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the County, but not clearly listed on

- the exception page of the document as an exception by the Offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications or terms and conditions made by the Offeror may be cause to disqualify the proposal from award consideration.
- g. The County's receipt of a proposal document is not to be construed as a determination that the proposal document is responsive, nor shall receipt of a proposal document be construed as an award or an order to provide goods or services.
 - h. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
 - i. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County.
 - j. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the proposal.
 - k. Prices shall be entered on and in accordance with the proposal form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern, and the correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern, and the summation will be calculated by the County. When included on the proposal form, failure to provide unit pricing may result in a determination of non-responsiveness.
 - l. The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions of the Offerors proposal. Any additional conditions an Offeror intends to be considered must be submitted as part of the proposal and be indicated on the Exceptions section of the Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
 - m. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Offeror. Such writings shall be clearly marked and noted by the Offeror on the exception page.
 - n. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make, or catalog designation in specifying an item does not restrict Offerors to the manufacturer, brand, make, or catalog designation identification. This is used simply to indicate the character, quality, and/or performance equivalence of the goods and/or services desired. The goods and/or services on which proposals are submitted must be of such character, quality, and/or performance equivalence that it will serve as specified. In submitting proposals on goods and/or services other than as specified, the Offeror shall so note on the Exceptions section of the Proposal Form and shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish. Consideration will be given to proposals submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the Offeror does not indicate the goods and/or services he proposes to furnish are other than specified, it will be construed to mean the Offeror proposes to furnish the exact goods and/or services described.
 - o. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size, and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
 - p. Offerors may request withdrawal of their proposal from consideration due to error by giving notice not later than two business days after the Request for Proposals closing date. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
 - q. The Offeror's proposal (including all documents, schedules, reports, plans, and other attachments) shall become the property of the County of Bedford, VA, and/or any agency of the County, and/or any political subdivision for whom the County of Bedford, VA issues this solicitation, and documents will not be returned to the Proposer.
3. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be in the form of a written Addenda. All Addenda will be posted online with this solicitation. It is the Offeror's responsibility to check for Addenda prior to the RFP closing date and time to ensure that all addenda are received.

The County posts all solicitations and related addenda on Procurement’s webpage.

All Offerors shall acknowledge receipt of the Addenda with the Proposal. Acknowledgment of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

4. **NO PUBLIC OPENING:** There is no public opening of proposals.
5. **EVALUATION FACTORS:** Proposals that are found to be responsive will be evaluated and assessed in accordance with the evaluation criteria below. To be considered responsive, at a minimum, Offerors must complete and submit all required information on time and submitted as specified in the RFP. An Evaluation Committee will be used to independently review and score all responsive Proposals. The Evaluation Committee is expected to contain 3-5 individuals that may, or may not, have technical expertise with this particular type of project or service. Therefore, it is important that the Offerors prepare and submit non-technical documents (to the maximum extent possible). The criteria and maximum point score for each criterion used for evaluation are listed in order of importance:

The EDA will review and evaluate each proposal and selection will be made on the basis of the criteria listed below using best value procurement procedures:

1. Evidence of satisfactory performance on broker services of similar size and complexity.
2. Proven experience in brokering commercial and industrial properties.
3. Proven experience in acquisition services and success rate of land assemblage with a variety of land uses and parcel sizes.
4. Proven ability to successfully negotiate land options.
5. Pricing and payment terms/structure.
6. Ability to provide services in a confidential, timely, organized and professional manner with sufficient qualified staffing necessary to keep adequate records and meet the required deadlines and time schedules for each project.
7. Resumes, professional experience and professional licensure of principal(s), project manager(s) and other professional staff who will be working for the Offeror in the provision of said services.

The above criteria will be scored based on the following 5-point scale:

Ranking	Score/Ranking	Percentage
0	Fails to address criterion or cannot be assessed	0%
1	Poor	25%
2	Fair	50%
3	Good	75%
4	Very Good	90%
5	Excellent	100%

6. EVALUATION OF PROPOSALS:

All proposals shall be reviewed for compliance with mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Offerors may be contacted for clarification of the responses. Procurement will provide specific Submittal Forms to the Evaluation Committee. The Evaluation Committee members will independently evaluate and score the documents and submit their scores back to Procurement. The data and evaluator scores will be

calculated and prioritized. Offerors will then be shortlisted, and the highest-ranking proposals may be invited to participate in an Interview Process. If interviews are conducted, individual discussions may then be had with each such Offeror.

Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications, knowledge, and understanding of the scope of work, obstacles and challenges, strategies, performance data, or expertise pertinent to the proposed project as well as any alternative concepts. These discussions may encompass non-binding estimates of total project costs, including, where appropriate, design, construction, and life cycle costs. Methods to be used in arriving at a price for services may also be discussed. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. The price of service may be discussed and considered but will not be the sole determining factor in concluding negotiations.

After the shortlisted Offerors have been interviewed, evaluated, and scored by the Evaluation Committee, Procurement will perform a final prioritization based on the criteria and weights described in Section 5. The highest prioritized Offeror will be invited into negotiations. If a contract satisfactory and advantageous to the EDA can be negotiated at a price considered fair and reasonable and pursuant to contract terms and conditions acceptable to the EDA, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the EDA, after the initial submission of proposals, determine in writing and in its sole discretion that only one Offeror is fully qualified, a contract may be negotiated and awarded to that Offeror.

When the terms and conditions of multiple awards are so provided for in the request for proposal, awards may be made to more than one Offeror.

7. AWARD:

- a. Award shall be made to the responsible Offeror(s) whose proposal is determined to be the top-ranked by taking into consideration the evaluation factors set forth herein and the successful negotiation of a price that is considered fair and reasonable. The award of a contract shall be at the sole discretion of the EDA. The award shall be based on the evaluation of all information as the EDA may request. The EDA reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in an Offeror's proposal. Further, the EDA reserves the right to enter into one or more contracts deemed to be in its best interest.
- b. A notice of award will be posted with the original solicitation on the County's Procurement website.
- c. As permitted by the County of Bedford, an Offeror may protest the award or decision to award by submitting such protest in writing to the Procurement Manager no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought.

8. DEBRIEFING

Unsuccessful proposers may request a debrief in writing within three calendar days after the EDA's award notice. The EDA will discuss only the strengths and weaknesses of that proposer's submission in relation to the evaluation criteria during the debrief. The intent of the debrief is to provide the Offeror with constructive feedback on their own proposals towards areas of continuous improvement. No other Offeror's proposals will be discussed. No proprietary information shall be disclosed. A debrief is not an opportunity to unofficially protest or change the outcome.

SECTION C
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The EDA will make a single award to the responsible Offeror who has ranked the highest and successfully negotiated with the County.
4. **CONTRACT/AGREEMENT:** Following the award, a contract/agreement will be executed between the Offeror and the EDA. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by Procurement in advance.
6. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from the date of award and continue for one year with the option to renew, at the EDA's sole discretion, for four (4) additional one (1) year periods. If a determination is made by the Purchasing Agent that circumstances warrant, a contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one-year renewal period upon mutual agreement of the EDA and Consultant.
7. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the EDA. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The EDA shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the County or EDA. If the County or EDA delays the project for any reason for a continuous period of ninety (90) days or more, the EDA and Consultant will negotiate a mutually agreeable adjustment to the Consultant's award amount.
8. **INVOICING:** Invoices shall be sent to the address specified in the Contract.
9. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections
10. **PAYMENT TERMS:**
 - a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Offeror's Proposal or if otherwise negotiated. Alternate terms may be proposed by the Offeror for prompt payment of bills.
 - b. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the Consultant for correction.
 - c. Late payment charges shall not exceed 1% per month of the invoice amount due.
 - d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

- e. Invoices for goods or services ordered, delivered, and accepted shall be submitted directly to the "Invoice To" address shown on the contract. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect Proposals or discounts for payment in less than thirty (30) days.

11. **INSURANCE:** The Broker shall maintain adequate liability insurance, which shall protect and save harmless the County of Bedford, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workers' compensation laws. Following the award of the contract, the Vendor / Consultant shall furnish proof of said insurance prior to commencement of services. See "Exhibit 4" for requirements.

If the Offeror is selected for contract award, the Vendor/Consultant shall have ten (10) days from the date of the EDA's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the County to award a contract to the next responsive Offeror and hold the original Vendor/Consultant liable for excess costs.

12. **MISCLASSIFICATION OF WORKERS PROHIBITED:** The Contractor and its subcontractors shall appropriately classify all workers as employees or independent contractors, pursuant to law, and guarantee and hold harmless the County from any liability arising from Contractor's failure to do so.

13. **CONFLICT OF INTEREST:** The Offeror warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of the work under this contract and the Offeror's organizational, financial, contractual, or other interests are such that:

- a. Award of the contract may result in an unfair competitive advantage.
- b. The Offeror's objectivity in performing the project may be impaired. In the event the Offeror has an organizational conflict of interest as defined herein, the Offeror shall disclose such conflict of interest fully in the proposal submission.
- c. The Offeror agrees that if after award he or she discovers an organizational conflict of interest with respect to this project, he or she shall make an immediate and full disclosure in writing to the EDA which shall include a description of the action which the Offeror has taken or intends to take to eliminate or neutralize the conflict. The EDA may, however, disqualify the Offeror if it is in its best interest.
- d. The EDA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

**SECTION D
GENERAL TERMS AND CONDITIONS**

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS TO BIDDERS/OFFERORS
GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICE CONTRACTS**

Firm: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Bedford County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, proposals on all solicitations issued by the Owner will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-The County Department Contact or designee has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and task order issued by the Owner. Unless specifically delegated by the Director, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any agreement or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Offeror's responsibility to advise the Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contact whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Owner. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal. Unauthorized modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any proposal which has been modified.
5. **LATE PROPOSALS & MODIFICATION OF PROPOSALS:**

Any proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the proposal/modification is considered a late proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Owner by the designated date and hour at the County Administration Office.

- a. The official time used in the receipt of proposals is that time in the County Administration Office.
 - b. Late proposals/modifications will be returned to the Offeror UNOPENED, if solicitation number, acceptance date and Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Owner, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error,

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documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1; RFP NUMBER & TITLE
PROPOSAL DUE DATE AND TIME; FIRM NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

8. **ACCEPTANCE OF PROPOSALS:** Unless otherwise specified, all formal proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **OFFEROR'S PRESENT:** At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
10. **RESPONSE TO SOLICITATIONS:** In the event a Firm cannot submit a proposal on a solicitation, the Firm is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to submit a proposal.
11. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
12. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
13. **NO CONTACT POLICY:** No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Director (or designee), after the date and time established for receipt of proposals. Any contact initiated by an Offeror with any Owner representative, other than the Director (or designee), concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
14. **CONFLICT OF INTEREST:** The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.

GENERAL POLICIES FOR ARCHITECTURAL/ENGINEERING SERVICES

15. **LICENSE/REGISTRATION:** Entities (e.g., individuals, partnerships, or corporations) offering to provide architectural and/or engineering services shall be properly registered and licensed in Virginia as required by the Department of Professional and Occupational Regulation and, if incorporated, the State Corporation Commission. The architect or engineer in charge of each discipline shall be currently licensed in the Commonwealth of Virginia and shall affix his or her seal to those documents for which he or she is responsible.
16. **PRIME DESIGN PROFESSIONAL:** The Owner normally contracts with a single entity as "Prime Design Professional" to provide the project architectural and/or engineering services. The Prime Design Professional may have all necessary disciplines in-house or it may subcontract with consultants to provide services in some disciplines. The Prime Design Professional may be an architect, engineer, or an architect/engineer entity. For each project, the Owner determines which entity will best satisfy the Owner's requirements for providing services. Meeting schedule and budget limitations and managing the services to be provided on the particular project.

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17. **PROFESSIONAL SERVICES:** The architectural, civil, structural, mechanical and electrical portions of the project shall be planned and designed by or under the immediate supervision of a licensed architect or engineer (A/E) who has expertise in the particular discipline involved. Where such licensed expertise is not available within the A/E of record or where the A/E chooses to subcontract a part of the Work, the A/E shall employ an associate or consulting Architectural or Engineering firm with the requisite expertise to provide the required services. The consultants, associates, or subcontractors proposed by the A/E during the selection process to be part of the A/E project team shall perform the Work as proposed. If circumstances require a change, the A/E shall advise the Owner of the proposed change, the reasons therefore, and the name and qualifications of the proposed replacements. The replacements must be acceptable to the Owner.

Associates, consultants or subcontractors proposed to be part of the A/Es project team shall be contracted by the A/E at the beginning of the Work and shall be active participants in all phases of the Work related to their discipline from beginning to end. The A/E shall be responsible to the Owner for the Work of all associates, consultants and subcontractors whether employees of the A/E or not, performed under the Contract.

18. **RELATIONSHIP OF ARCHITECT/ENGINEER TO OWNER:** Once the Contract for A/E services has been fully executed, the A/E shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the A/E. The A/E shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.

Generally, the Owner will observe the procedure of issuing orders to the Contractor through the A/E or, if the A/E's construction period duties have been so modified, through the Owner's designated project representative. If the Owner issues orders directly to the Contractor, the A/E shall be copied on such orders.

19. **"DESIGN NOT TO EXCEED" COST AS RELATED TO A/E CONTRACT:** The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design not to exceed" construction budget. The A/E's contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10%, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Owner.

The A/E's cost estimates shall be to a level of detail commensurate with the current level of design. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify the Owner and shall work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost. Substantial changes in the project scope, such as those which affect the area or function of the proposed facility, must be justified by the A/E and may require approval of the Board of Supervisors.

20. **CODE AND REGULATORY COMPLIANCE:** The A/E is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Statewide Building Code (Code), and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any A/E, professional design consultant, supplier or any other participant from any professional or legal responsibility for performance. Reviews, comments and approvals by the Owner in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under law, codes and professional practice as required in projects for the Owner. Lack of comment by the Owner does not relieve the A/E from designing to meet the Code requirements or applicable state regulations or local regulations related to water, sewer, fire department services, and other utilities.

If the correction of a Code or regulatory violation results in a Change Order during construction, any additional costs incurred shall be borne by the party responsible for the violation. The Owner will bear only costs attributable to actual Code or regulation-required enhancement of the project.

If the A/E believes that a Code or regulation is unclear as to meaning, he shall request a written opinion as to the applicable interpretation from the applicable regulatory agency, as appropriate, and the A/E shall be entitled to rely on the written opinion, if any, which he receives.

21. **DESIGN ERRORS AND/OR OMISSION AND A/E LIABILITY INSURANCE:** The A/E shall carry professional liability insurance covering negligent acts, errors, and omissions in an amount not less than 5% of the estimated cost of construction of all Owner projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000. The A/E shall maintain this insurance in force after completion of the services under the Contract for a period of five years after completion of construction.

The Owner's review, approval, or acceptance of, nor payment for any of the services required shall be construed to operate as a waiver by the Owner of any rights or any cause of action arising out of the Contract. The A/E shall be and remain liable to the Owner for all costs of any kind which are incurred by the Owner as a result of negligent acts, errors, or omissions on the part of the A/E including its subcontractors and consultants, in the performance of any of the services furnished.

The A/E shall be responsible for all costs resulting from its errors, omissions, and other breaches of the applicable standards of care established under Virginia law including, but not limited to, its own costs for labor and other in-house costs, any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that

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is already in place, any Firm or Owner delay damages, and any judgments, fines or penalties against the Owner resulting from A/E errors, omissions, and other breaches of the applicable standards of care. However, the A/E shall not be responsible for the cost of the correct equipment or system which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order. For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's Contract. The A/E shall have the burden of disproving this presumption.

The Owner shall actively pursue reimbursement of costs resulting from the A/E's errors, omissions, or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner. The A/E shall be advised of the design deficiency, informed that it is the Owner's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner's negotiator. If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

22. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analyses prepared pursuant to the Contract between the Owner and the A/E, shall belong exclusively to the Owner. Such materials and documentation, whether completed or not, shall be the property of the Owner whether the work for which they are made is executed or not. The A/E shall not use these materials on any other work or release any information about these materials without the express written consent of the Owner.

Such material may be subject to public inspection in accordance with the Virginia Freedom of Information Act. Security-related documents and information are excluded from the Act unless a specific need to know can be shown. Trade secrets or proprietary information submitted by a bidder, offeror, or Firm in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of information Act, provided the bidder, offeror, or Firm invokes the protections of §2.2-4342, Code of Virginia, prior to or upon submission of the data or other materials, identifies the data or materials to be protected and states the reason why the protection is necessary.

The A/E shall provide the following documents to the Owner at the completion of the A/E's work:

- Original sealed and signed drawings
- Original copy of the specifications
- Copy of analyses made the project
- Indexed copy of the calculations made by each discipline for the project
- The Owner copy of all shop drawings, submittals, cut sheets, operation and maintenance instructions, parts lists, and other material related to the project

The Owner has the right to use the project documents as a prototype to demonstrate scope, size, functional relationship, etc., to an A/E designing a similar project. The A/E for the original project design shall not be responsible or liable to the Owner for any such use of the documents.

The A/E for the similar project shall be responsible for providing a complete set of project and location-specific "Final Documents" with its seals and signatures which meet all applicable codes and standards in effect at the time those "Final Documents" are submitted.

23. **STANDARD PLANS:** Where the Owner has engaged the A/E to prepare "Standard Designs" and/or "Standard Plans" for structures such as picnic shelters, sheds, bath houses, single family residences, cabins and utility buildings for the Owner to site adapt for use at various locations, the drawings for the Standard Plans shall show:
- The name of the Owner,
 - The Title of the Standard Structure for which the design was developed
 - The name of the A/E, and
 - The seal and signature of the responsible licensed professional.

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

24. **REQUIREMENTS FOR A/E SEALS AND SIGNATURES:** General: The seal and signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Owner must bear the seal and signature of the responsible licensed professional.

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Each drawing to be reproduced shall show:

- The name of the A/E,
- The Project Title
- The Project location
- The Project number (IFB number)
- The Drawing/Sheet Title
- The Drawing/Sheet number
- The seal and signature of the responsible licensed professional, and
- The uniform date of the completed documents.

The Title sheet drawing(s) shall also have:

- The Index of Drawings
- The Project VUSBC data
- The Seal and Signature of the A/E Principal in Charge of the project, and
- The uniform date of the completed documents
- (A/E may also require the seal and signature of a principal of its consultants).

The Specifications Table of Contents shall have:

- The Seal and Signature of the A/E Principal in charge of the project
- The uniform date of the completed documents, and
- The listing of specifications sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants).

"Working Drawing Sets" submitted to the Owner for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the Drawings in the set, but a seal and signature are not required at this submission.

"Final Documents" are completed documents ready for bidding and include all corrections required by the Owner review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures.

"Addendum" to the Final Documents: The first sheet of each and every Addendum issued to bidders shall show the number of pages in the Addendum and shall list any attached sketches, drawings or other material included in the Addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the project number, the date and the seal and signature of the responsible licensed professional.

25. **SUBCONTRACTS:** No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E's Contract.
26. **DESIGN OF SECURITY SYSTEMS:** Any Bidder/Offeror for the installation, service, maintenance, or design of security equipment or any central station alarm condition monitoring service shall be licensed by the Department of Criminal Justice Services pursuant to §9-183, Code of Virginia. An A/E proposing to provide any of these services with its own staff shall be exempt from the DCJS licensing requirement if properly licensed by the APELSLA Board (§9-183.2; Code of Virginia). If the A/E proposes to have the security system designed by a subcontractor/consultant, such entity shall be properly licensed as required by §9-183, Code of Virginia.

Any projects designed by the A/E which have such security systems shall include the licensing requirements of §9-183, Code of Virginia, in the specifications and the requirement that the successful bidder shall provide documentation within five (5) calendar days of bid opening that the entity (Contractor or subcontractor) performing the security system work possesses the proper license.

AWARD

27. **AWARD OR REJECTION OF BIDS:** Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Owner reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the proposal if an Offeror is deemed to be a non-responsible Offeror.
28. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, award results may be viewed at the Bedford County website at <https://www.bedfordcountyva.gov/government/departments-and-offices-e-n/finance/solicitations>

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29. **QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the service(s) and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the service(s) contemplated therein.

CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, exclusive of its conflicts-of-laws rules, and any litigation with respect thereto shall be brought in the General District or Circuit Court of Bedford County, Virginia. The Firm shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
32. **ANTI-TRUST:** By entering into a contract, the Firm conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Bedford County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Offeror directly to the payment address shown on the task order. All invoices shall reference the contract, task order, and any federal employer identification number.
 - Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - Any payment made by the Offeror to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
34. **PAYMENT TO SUBCONTRACTORS:** A Firm awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the Firm's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the Firm's intention to withhold payment and the reason. The Firm is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Firm that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Firm's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Firm in whole or in part without the written consent of the Owner.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the Owner may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Firm agrees as follows:

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1. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Firm will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Firm directly to the payment address shown on the task order. All invoices shall show the RFP number and/or task order number.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to a written modification of the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Firm accounts for the number of units of work performed, subject to the Owner's right to audit the Firm's records and/or determine the correct number of units independently; or
 3. By ordering the Firm to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Firm shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Firm as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Firm from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors.
40. **INDEMNIFICATION:** Firm shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Firm or his or her employees, or that of the sub Firm or his or her employees, if any; and the Firm shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Firm shall, at his or her own expenses, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Firm agrees to (i) provide a drug-free workplace for the Firm's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** The Owner may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop Work, including but not limited to Work performed by subcontractors and consultants, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Contractor shall be entitled to those fees earned for Work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses for delivery to the Owner of the products of the services for which the Contractor has or will receive compensation.
- B. **Termination for Cause:** If the Contractor should substantially breach the Contract or fail to perform the services, or any portion thereof, required by the Contract, the Owner may terminate the Contract for cause by giving written notice as set forth above or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Owner, the Contract may be terminated by the Owner at any time thereafter upon written notice, effective immediately upon receipt. The Owner's forbearance in not terminating the Contract shall not constitute a waiver of the Owner's right to terminate in the future for similar breaches or failures to perform. If the Contract is terminated for cause, the Contractor shall be responsible for all damages incurred by the Owner as a result of the Contractor's breach of Contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- D. **Delivery of Materials:** Any termination shall not relieve the Contractor of the obligation to deliver to the Owner all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Owner within thirty (30) days of receipt of the notice of termination. Failure to do so shall result in the withholding of final payment and shall constitute a material or substantial breach of Contract.
- E. **Compensation Due the Contractor:** When the Contractor is terminated for convenience, the following method shall be utilized in computing amounts due the Contractor for services prior to termination:
- Payment for Additional Services portion of the fee shall be any portion of those services provided up through the notice of termination.
 - Payment for the Reimbursable Expenses shall be based on approved reimbursable expenses incurred up through the notice of termination.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after the last Work is performed. All amounts invoiced are subject to deductions for amounts previously paid or for amounts due the Owner.

43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or Firm in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or Firm must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

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44. **AUDIT:** The Contractor, by signing the Contract, agrees to retain all books, records, and other documents relative to the Contract for five (5) years after final payment, or until audited by the Owner, whichever is sooner. The Owner, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the materials during said period.
45. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
46. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

OFFEROR/FIRM REMEDIES

47. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror who desires to protest the award or decision to award a contract, by Bedford County, shall submit such protest in writing to the County Administrator no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
48. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator (no later than sixty (60) days after final payment; however, written notice of the Firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by Bedford County Board of Supervisors within sixty (60) days after submittal of the claim. The Firm may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisors shall be final and conclusive unless the Firm within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Firm being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Firm may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

EXHIBITS

DO NOT COMPLETE OR RETURN EXHIBITS WITH YOUR PROPOSAL.

Datasheets for Bedford Center for Business, Montvale Center for Commerce and New London Business and Technology Center are provided as Exhibits.

A sample Contract is provided as an Exhibit.

The sample Contract references two, yet-to-be-created exhibits:

1. The Offeror's Proposal
2. Negotiated Changes to the Proposal

Additional exhibits as applicable to the RFP document and/or the resultant contract include:

3. Certification of Compliance with Immigration Laws and Regulations
4. Insurance Requirements and sample endorsements

SAMPLE CONTRACT/AGREEMENT

To be completed by the Offeror(s) selected for contract award(s). This form is not required to be completed at the time of Proposal submission]

**CONTRACT FOR
Bedford County EDA Broker Services**

THIS CONTRACT is made effective this ____ day of _____, 2024 by and between the **Bedford County Economic Development Authority**, acting by and through the County Economic Development Director, hereinafter referred to as the "**County**," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Broker**", collectively, "the parties".

WHEREAS, in response to the County's Request For Proposals (RFP) #2024-_____ entitled Bedford County EDA Broker Services, the **Broker** has submitted a timely Proposal to provide services as described in its sealed Proposal (**Exhibit 1**), and the County desires to contract with the **Broker** to provide the services; and

WHEREAS the parties have mutually agreed to negotiated changes to the initial Proposal; and

WHEREAS, in consideration of the payments to be made by the County of Bedford, and other good and valuable consideration, the parties covenant and agree as follows:

1. **Statement of Work.** The Broker shall provide the services in accordance with the provisions of this Contract, to include and incorporate by reference all terms and conditions and other stated requirements of the County's RFP inclusive of addenda, and the Exhibits identified below and attached to this Contract.
 - Exhibit 1: Offeror's Proposal
 - Exhibit 2: Negotiated Changes to the Proposal
 - Exhibit 3: Certification of Compliance with Immigration Laws and Regulations
 - Exhibit 4: Insurance Requirements and sample endorsements
 -
2. **Payment.** Unless otherwise stated in Exhibit 2, the County shall pay the Broker for services rendered in the amount(s) as identified in the Consultant's Proposal, and Invoice Payment Terms shall be Net 30 after receipt of proper invoice for services rendered.
3. **Term.** The initial contract period will be for one year with the option to renew, at the EDA's sole discretion, for four (4) additional one (1) year periods. The contract shall be deemed in force only to the extent of appropriations available each fiscal year; the County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
4. **Independent Contractor.** Broker is an independent contractor, and its employees shall not be classified as County employees and shall not claim nor receive any County employee benefits (such as worker's compensation, accident, or health insurance, etc.).
5. **Non-exclusive.** This Contract is non-exclusive. The EDA may contract with other entities for the same or similar services without liability or obligation to Broker.
6. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in Broker's Proposal response, Broker certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit 3.
7. **Insurance.** The Broker shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with Exhibit 4.
8. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.

9. **Suspension or Termination.** The EDA may terminate this Contract for convenience or cause as specified in the RFP.
10. **Required Notifications.** Broker shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property.
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Broker:

Name
Address

County:

Name: Pam Bailey
Address: 122 East Main Street, Suite 2 Bedford, VA 23523

12. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms and conditions of the County's RFP; and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract.
13. **Conflict.** In the event of a conflict between the Contract Documents referenced below, the following shall control:
 - County issued contracts take precedence over County issued solicitations.
 - A solicitation's Contract Specific Terms and Conditions takes precedence over a solicitation's General Terms and Conditions.
 - County issued documents shall in all cases prevail over a Contractor supplied contract document, unless specifically agreed in writing by the County.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

(BROKER)

Name of Broker

BY _____

Print or Type Name

TITLE _____

**COUNTY OF BEDFORD, VIRGINIA ECONOMIC
DEVELOPMENT AUTHORITY**

BY _____

Print or Type Name

TITLE _____

County Attorney Use Only APPROVED AS TO FORM	

_____	_____
County Attorney	Date

(SAMPLE CONTRACT)
EXHIBIT 2
BROKER PROPOSAL

(A copy of the Broker's Proposal is inserted here)

EXHIBIT 3

Certification of Compliance with Immigration Laws and Regulations

Section 2.2-4311.1 of the Code of Virginia requires every public body to provide in every written contract that the Consultant does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the County of Bedford or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Broker: *(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)*

Type of Business Entity:

Sole proprietorship *(Provide full name and address of owner):*

Limited Partnership *(Provide full name and address of all partners):*

General Partnership *(Provide full name and address of all partners):*

Limited Liability Company *(Provide full name and address of all managing members):*

Corporation *(Provide full name and address of all officers):*

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees: _____

Are all Employees Who Work in the United States Eligible for Employment in the United States? _____

Bedford County EDA Real Estate Brokerage Services

Under penalties of perjury, I declare on behalf of the Broker listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Consultant's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Broker that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 20__ on behalf of _____ as evidenced by the following signature and seal:

Name of Broker: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20__

by _____
(Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

**EXHIBIT 4
INSURANCE**

The Vendor/Consultant/Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation.

The insurance requirements as specified in EXHIBIT 4 of the RFP shall be inserted into the finalized contract here.

OFFEROR'S PROPOSAL SUBMITTAL MUST INCLUDE THE INSURANCE CARRIER'S ACKNOWLEDGEMENT THAT THE INSURANCE REQUIREMENTS CAN BE PROVIDED, SHOULD THE OFFEROR BE SELECTED FOR CONTRAC AWARD.

DOCUMENTS ARE TO INCLUDE THE REQUIRED STATEMENT:

“The County of Bedford, Virginia, its officers, agents, and employees are additional insured on a primary and non-contributory basis.”

SUBMITTAL DOCUMENTS

- Form A: Proposal Form
(Include responses to all sections)



FORM A PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)

RFP Number:	2024-xxx
Proposal Name:	April 5, 2024
Due Date and Time:	April 30 2024

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	() - _____
Employer Identification Number (EIN)	____ - _____
Social Security Number (only if an EIN is NOT provided)	____ - ____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. BASIS OF PROPOSAL: In submitting a proposal, the undersigned agrees and acknowledges that the proposal is made in accordance with the provisions and requirements, terms and conditions, exhibits, attachments, and addenda of RFP #2024-xxxxxx

Offeror acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Firm Name: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

2. DEBARMENT/SUSPENSION: By submitting a proposal, unless stated in the "Exceptions" section below, the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.

Firm Name: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

3. INDEMNIFICATION: The County of Bedford cannot legally agree to any clause indemnifying the Offeror from any damages arising out of a contract or hold the Offeror harmless. The submission of a proposal constitutes an agreement by the Offeror not to request such language in a resulting contract.

Firm Name: _____
Print Name: _____ Title: _____
Signature: _____ Date: _____

4. EXCEPTIONS:

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Offeror takes exception to terms, conditions, requirements, or specifications stated herein. Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: _____

Exceptions taken from the stated terms and/or specifications may be cause for Proposals to be deemed "non-responsive".

5. ANTI-COLLUSION CERTIFICATION: The undersigned certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same product and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with

Bedford County EDA Real Estate Brokerage Services

another person or firm engaged in the same line of business or commerce. The Offeror understands collusive activity is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- is a corporation or other business entity with the following SCC identification number, # _____ OR
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust, OR
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the firm in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from firm’s out-of-state location), OR
- Is an out-of-state business entity that is including with this Proposal an opinion of legal counsel which accurately and completely discloses the undersigned firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for Proposals (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should **exactly** match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

7. **COMPLETION:** Offeror acknowledges that time is of the essence in all respects regarding performance of Offeror’s contractual obligations.
8. **PAYMENT TERMS:** Indicate the payment terms that you intend to offer to the County.
- “Net 30”
 - Other, Specify** _____

If payment terms are not specified above, then the terms shall be “Net 30 Days”.

9. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature and returning this document with your response in accordance with this solicitation’s submittal requirements, you agree that original signatures transmitted and received via facsimile, email, or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

10. **PROPOSAL AUTHORIZATION**

In accordance with the terms and conditions, requirements, and scope of work/specifications of this Request for Proposals, the undersigned agrees to furnish any or all of the items and/or services. The undersigned acknowledges that its Proposal offer is valid for a period **of at least 120 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request For Proposals, and is authorized to contract on behalf of the firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term “member of the firm” or “general partner”. If the firm is an LLC, the form must be signed by a “member”, or by the “manager” if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this Proposal offer and any resulting contract (Resolution should be included with the Proposal submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the President or a Vice President.

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Bedford County EDA Real Estate Brokerage Services

The following form is to be completed and returned with the Proposal only when applicable, per preceding section "Proposal Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____, City, State Date* Time

a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____ Name of authorized individual

shall be authorized in the name of and on behalf of the corporation to execute a Proposal in response to COUNTY OF BEDFORD, VIRGINIA (COUNTY) RFP No. 2024-XX, titled XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX and any resultant agreement between

(Insert Name of Corporation)

and COUNTY OF BEDFORD, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFP and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

*NOTE: Date of above meeting must not be earlier than date of applicable agreement.

----- CERTIFICATE -----

I, the undersigned, _____ Staff Member Name

of _____ Name of Corporation

do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified, or rescinded and is still in effect. I further certify that

(Name of authorized individual)

whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

NOTORIZATION:

STATE: _____, CITY/COUNTY/TOWN OF _____

The foregoing instrument was acknowledged before me

this _____ day of _____, 20_____

by _____ (Name of Person seeking acknowledgment)

Notary Public's signature: _____

Notary registration Number: _____

Notary Seal

My commission expires: _____

11. CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

If as a result of this solicitation the Offeror is awarded a contract, he/she will be required to sign the CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS form (see Exhibits), which includes provisions that the Contractor does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien in violation of federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

By signing below, you agree to the requirements of the Exhibit entitled CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

12. COMPLETED W-9:

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																					
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>																						
	<p>2 Business name/disregarded entity name, if different from above</p>																						
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>																						
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																						
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>																						
	<p>6 City, state, and ZIP code</p>																						
	<p>7 List account number(s) here (optional)</p>																						
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> </td> </tr> </table>			Social security number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-	or	Employer identification number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																							
<p>Sign Here</p>	<p>Signature of U.S. person ► _____</p>	<p>Date ► _____</p>																					
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																							
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>																					

13. SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS

It is an important business objective of the County to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service-disabled veteran-owned small businesses (SDV), collectively known as SWAM.

If you are a SWAM firm, please check one of the following boxes:

SBE WBE MBE SDV

OFFEROR/OFFEROR'S RESPONSIBILITIES:

- A. **Affirmative Steps:** Proposers/Offerors shall take affirmative steps to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service-disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).
- B. In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their Proposal/proposal or prior to award.***

<u>Company Name:</u>	<u>Work to be subcontracted to SWAM firms</u>
_____	_____
_____	_____
_____	_____
_____	_____

15.

REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with the Proposal)

OFFEROR NAME _____

Reference 1

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, County, County or Agency	Street Address	County & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

The Owner reserves the right to conduct additional reference checks.

16. PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an Offeror or Consultant in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Consultant must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. (Section 2.2-4342(F)(c) of the Code of Virginia).

Please mark one:

No, the Proposal does not contain any trade secrets and/or proprietary information.

Yes, the Proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the Proposal with the Original paper Proposal if proprietary information is contained in the Proposal.**

17.

INSURANCE CARRIER ACKNOWLEDGEMENT

In order for the Offeror’s Proposal to be considered, the form below shall be completed by a representative of the Offeror’s insurer and shall be returned with the Offeror’s sealed response to this Solicitation. Failure to provide the completed form may result in a determination that the Proposal is ineligible for award.

The undersigned represents that the insurance requirements specified in “**Exhibit 4**” of this Solicitation are understood, and requirements including the specified forms, can be provided to the County upon the Offeror’s payment of applicable insurance premiums, should the Offeror be awarded a contract as a result of this Solicitation.

Insured’s Name (the Offeror): _____

Insurance Representative’s printed name: _____

Insurance Representative’s signature: _____

Insurance Representative’s Title: _____

Insurance Representative’s Phone Number: _____

Insurance Representative’s e-mail: _____

Insurance Representative’s Office Address:

Note: Providing the above information does not create an obligation between the Insurance Representative and The County of Bedford, Virginia. Its sole purpose is to validate the Offeror has reviewed the insurance requirements with the Insurance Representative, prior to the submission of a Proposal by the Offeror, and if the Offeror is awarded a contract and pays appropriate insurance premiums; that you can provide the coverage and County required forms.

Alternate Employer Endorsement (WC 00 03 01 A),
AND either the single form, CG 20 10 11 85 **OR** CG 20 10 10 01.

The Name of the Person of Organization of the forms shall be as follows:

The Certificate of Insurance, accompanied with all subsequent endorsements shall include and designate “**The County of Bedford, Virginia, its officers, agents, and employees as additional insured on a primary and non-contributory basis**”. The Policy Number shall be printed and shown on the Certificate of Insurance and each additional endorsement.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 11C

MEETING DATE: April 4, 2024

MEETING TYPE: Regular Meeting

ITEM TITLE: Consideration of plans for Centra warehouse in Forest Professional Park

SUMMARY

Location:

Centra
140 Vista Centre Drive

Centra currently leases space at 140 Vista Centre Drive in the Forest Professional Park and is seeking a 76,800 SF expansion and another 20,000 SF expansion. (Site plans are attached).

This is a by-right development and does not require the governing body to take action, nor the planning commission to review. However, due to the covenants of the park, the EDA must approve in order for the project to proceed.

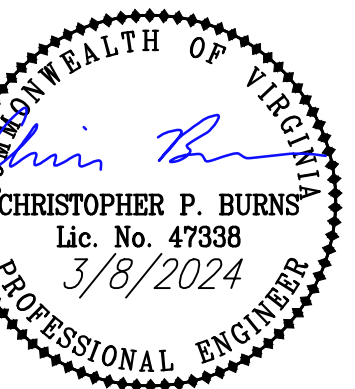
VDOT is currently reviewing the plans and has indicated that it is “approvable.”



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1208 Corporate Circle
Roanoke, VA 24018
540.772.9580



140 VISTA CENTRE WAREHOUSE EXPANSION

COVER

140 VISTA CENTRE DR
BEDFORD COUNTY, VA

DRAWN BY AAB
DESIGNED BY AAB
CHECKED BY BTC
DATE 12/7/2023
SCALE N/A
REVISIONS
3/8/2024

C1
PROJECT NO. 04230039.00

140 VISTA CENTRE WAREHOUSE EXPANSION

140 VISTA CENTRE DR
FOREST, VA 24551
BEDFORD COUNTY, VIRGINIA

LEGEND

-----348----- EX. INTRMDT. CONTOUR	-----	PROF. INTRMDT. CONTOUR
-----345----- EX. INDEX CONTOUR	-----1320-----	PROF. INDEX CONTOUR
+ 35.55 EX. SPOT ELEVATION	35.55 35.05	PROF. SPOT ELEVATION
---8" WL--- EX. WATER LINE	---8" WL---	PROF. WATER LINE
---8" SAN--- EX. SANITARY SEWER	---8" SAN---	PROF. SANITARY SEWER
---T8" STW--- EX. STORM PIPE	-----	PROF. STORM PIPE
--- EX. EDGE OF PAVEMENT	-----	PROF. EDGE OF PAVEMENT
--- EX. BUILDING	-----	PROF. BUILDING
--- EX. CONCRETE	-----	PROF. CONCRETE
--- EX. PAVEMENT	-----	PROF. ASPHALT PAVEMENT (STANDARD/HEAVY DUTY)
--- EX. GRAVEL	-----	PROF. GRAVEL
////// PAVEMENT REPLACEMENT	-----	PROF. PAVERS
⦿ EX. POWER POLE	●	PROF. POWER POLE
⊕ EX. SANITARY SEWER MANHOLE	⊕	PROF. MANHOLE
⊗ EX. STORM SEWER MANHOLE	⊗	SIGN
⊙ CLEANOUT	⊙	WATER METER
⊘ EX. LIGHT POLE	⊘	PROF. GATE VALVE
▽ WATER LINE REDUCER	★	BLOW-OFF VALVE
Ⓜ EX. TELEPHONE	☆	BENCHMARK
G EX. GAS LINE	G	PROF. GAS LINE
OHU EX. OVERHEAD CABLE	OHU	PROF. OVERHEAD CABLE
X EX. FENCE	P	PROF. UNDERGRND POWER LINE
~~~~~ EX. TREE LINE	X	PROF. FENCE
----- ADJOINING PROPERTY LINE	~~~~~	PROF. TREE LINE
■ EXISTING ROAD MONUMENTS	-----	SITE PROPERTY LINE
--- WETLAND AREA	●	INLET PROTECTION

## SHEET INDEX

C1	COVER
C2	NOTES
C3	EXISTING CONDITIONS AND DEMOLITION PLAN
C4	LAYOUT PLAN
C5	UTILITY PLAN
C6.1	GRADING PLAN
C6.2	STORMWATER MANAGEMENT GRADING PLAN
C7.1	ESC PLAN PHASE 1
C7.2	ESC PLAN PHASE 2
C7.3	ESC NOTES
C7.4	ESC DETAILS I
C7.5	ESC DETAILS II
C8.1	UTILITY PROFILES I
C8.2	UTILITY PROFILES II
C8.3	UTILITY PROFILES III
C9	SWM DETAILS
C10	SITE DETAILS
C11	LANDSCAPE PLAN

## ENGINEERS NOTES

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

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

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

SOURCE OF TOPOGRAPHIC MAPPING IS FIELD SURVEY PERFORMED BY BALZER AND ASSOCIATES, INC., DATED 2023.



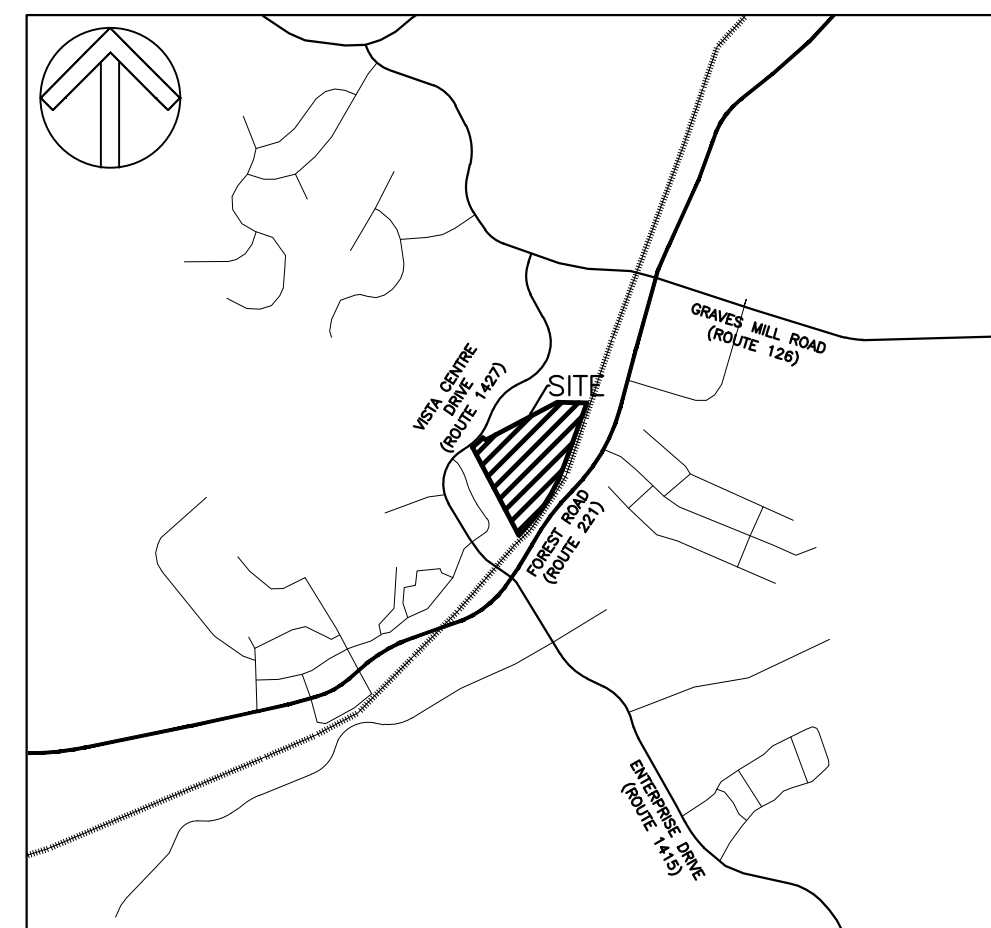
## ABBREVIATIONS

AHFF	ARROW HEAD TOP OF FIRE HYDRANT	EVCS	END VERT. CURVE STA.	RR	RAILROAD
APPROX	APPROXIMATE	EW	ENDWALL	RYS	REAR YARD SETBACK
ASPH	ASPHALT	EXIST	EXISTING	SAN	SANITARY
BC	BACK OF CURB	FDN	FOUNDATION	SBL	SOUTH BOUND LANE
BIT	BITUMINOUS	FF	FINISHED FLOOR	SD	STORM DRAIN
BLDG	BUILDING	FG	FINISH GRADE	SECT	SECTION
BLK	BLOCK	GBE	GRADE BREAK ELEVATION	SE	SLOPE EASEMENT
BM	BENCHMARK	GBS	GRADE BREAK STATION	SS	SANITARY SEWER
BS	BOTTOM OF BOTTOM STEP	HOA	HOMEOWNERS ASSOCIATION	SSD	STOPPING SIGHT DISTANCE
BVCE	BEGIN VERT. CURVE ELEV.	HPT	HIGH POINT	SSE	SANITARY SEWER EASEMENT
BVCS	BEGIN VERT. CURVE STA.	HSD	HEADLIGHT SIGHT DISTANCE	STA	STATION
BW	BOTTOM OF WALL	INTX	INTERSECTION	STD	STANDARD
C&G	CINDER BLOCK CURB & GUTTER	INV	INVERT	STO	STORAGE
CMP	CORRUGATED METAL PIPE	IP	IRON PIN	SYS	SIDE YARD SETBACK
CONC	CONCRETE	LT	LEFT	TBM	TEMPORARY BENCHMARK
COR	CORNER	LVC	LENGTH OF VERTICAL CURVE	TBR	TO BE REMOVED
DBL	DOUBLE	MH	MANHOLE	TC	TOP OF CURB
DEFL	DEFLECTION	MIN	MINIMUM	TEL	TELEPHONE
DI	DROP INLET	MBL	MINIMUM BUILDING LINE	TRANS	TRANSFORMER
DIA	DIAMETER	MON	MONUMENT	TS	TOP OF TOP STEP
DE	DRAINAGE EASEMENT	NBL	NORTH BOUND LANE	TW	TOP OF WALL
ELEC	ELECTRIC	PROP	PROPOSED	TYP	TYPICAL
ELEV	ELEVATION	PUE	PUBLIC UTILITY EASEMENT	VDOT	VIRGINIA DEPARTMENT OF TRANSPORTATION
ENTR	ENTRANCE	PVMT	PAVEMENT	VERT	VERTICAL
EP	EDGE OF PAVEMENT	R	RADIUS	WBL	WEST BOUND LANE
EVCE	END VERT. CURVE ELEV.	RT	RIGHT	YD	YARD
		R.O.W.	RIGHT OF WAY		
		REQD	REQUIRED		

## STORM SEWER/SWM/SWQ AS-BUILT NOTES:

1. G.C. SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED AS-BUILTS AT THE APPROPRIATE TIME DURING CONSTRUCTION WITH THE PROJECT ENGINEER/SURVEYOR FOR CONFIRMATION AS REQUIRED BY THE LOCALITY.

2. THE G.C. SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER/SURVEYOR TO LOCATE ALL REQUIRED AS-BUILT STORM SEWER IMPROVEMENTS AND STORMWATER MANAGEMENT FACILITY AS REQUIRED BY THE LOCALITY PRIOR TO ANY CURB, STONE, OR ASPHALT PLACEMENT. THIS INFORMATION SHALL BE FORWARDED TO THE LOCALITY FOR REVIEW/APPROVAL.



VICINITY MAP

N.T.S.

## BEDFORD COUNTY NOTES

<b>LAND OWNER:</b> 140 VISTA CENTRE DRIVE LLC PO BOX 148 FOREST, VA 24551	<b>DEVELOPER:</b> THOMAS BUILDERS OF VIRGINIA, INC. 101 WEST EDGE WAY - UNIT H LYNCHBURG, VA 24502 PHONE: (434) 610-3719	<b>ENGINEER:</b> BALZER & ASSOCIATES, INC. CHRIS BURNS, P.E. 1208 CORPORATE CIRCLE ROANOKE, VA 24018 PHONE: (540) 772-9580 FAX: (540) 772-8050
------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

TAX MAP #(S):	118 A 60, 118 A 6V
RPC #(S):	10103803, 10103813
ZONING DISTRICT(S):	PID, PLANNED INDUSTRIAL DEVELOPMENT DISTRICT
OVERLAY ZONING DISTRICT:	CO, CORRIDOR OVERLAY DISTRICT
MAGISTERIAL DISTRICT:	DISTRICT 3 - JEFFERSON
ELECTORAL DISTRICT:	DISTRICT 4
STATE ROUTE NAME/NUMBER:	VISTA CENTRE DRIVE (ROUTE 1427)
EXISTING LAND USE:	OFFICE/WAREHOUSE

PROJECT DESCRIPTION: THE OWNER IS PROPOSING THE CONSTRUCTION OF AN APPROXIMATELY 96,800 SF BUILDING ADDITION AND ASSOCIATED SITE IMPROVEMENTS TO SERVE THIS USE INCLUDING LOADING DOCKS, PARKING LOT, AND UTILITY IMPROVEMENTS. THE PROPOSED USE IS "WAREHOUSE AND DISTRIBUTION." THE DISTURBED AREA FOR THIS PROJECT IS ±8.10 AC. STORMWATER QUANTITY REQUIREMENTS ARE BEING ADDRESSED WITH AN ON-SITE DETENTION FACILITY. STORMWATER QUALITY REQUIREMENTS WILL BE ADDRESSED BY PURCHASING OFF-SITE NUTRIENT CREDITS.

CONCEPT MEETING DATE:	11/8/2023
TRAFFIC STUDY/ACCESS MANAGEMENT EXCEPTION SUBMITTED:	N/A
TOTAL PARCEL ACREAGE(S):	±19.134 AC.
ACREAGE BEING DEVELOPED:	±8.10 AC.
DISTURBED ACREAGE:	±8.10 AC.
TOTAL NO. OF LOTS:	(2) LOTS TO BE COMBINED INTO (1)
BUILDING COVERAGE:	±18.9%
LOT COVERAGE:	±47.1%
BUILDING HEIGHT:	42'

## RESUBMITTAL DATES

DATE	SHEETS	BY

## BEDFORD STAFF USE ONLY

BEDFORD COUNTY DIVISION OF PLANNING FILE NUMBER: SP23-0084

<p>THE OWNER/DEVELOPER IS AWARE OF THE SITE DESIGN REQUIREMENTS IMPOSED BY THE SITE DEVELOPMENT PLAN AND OTHER APPLICABLE COUNTY CODES, AND SHALL FURTHER CERTIFY THAT THE OWNER/DEVELOPER AGREES TO COMPLY WITH THESE REQUIREMENTS, UNLESS MODIFIED IN ACCORDANCE WITH LOCAL LAW.</p> <p>Signature _____ Date _____</p>	<p>STATE OF _____ OF _____</p> <p>I, _____, a notary public in and for the aforesaid county and state, do hereby certify that _____, whose name is signed to the foregoing writing dated _____, has personally appeared before me in my aforesaid county and state and acknowledged the same on _____.</p> <p>My commission expires _____.</p> <p>Notary Public _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

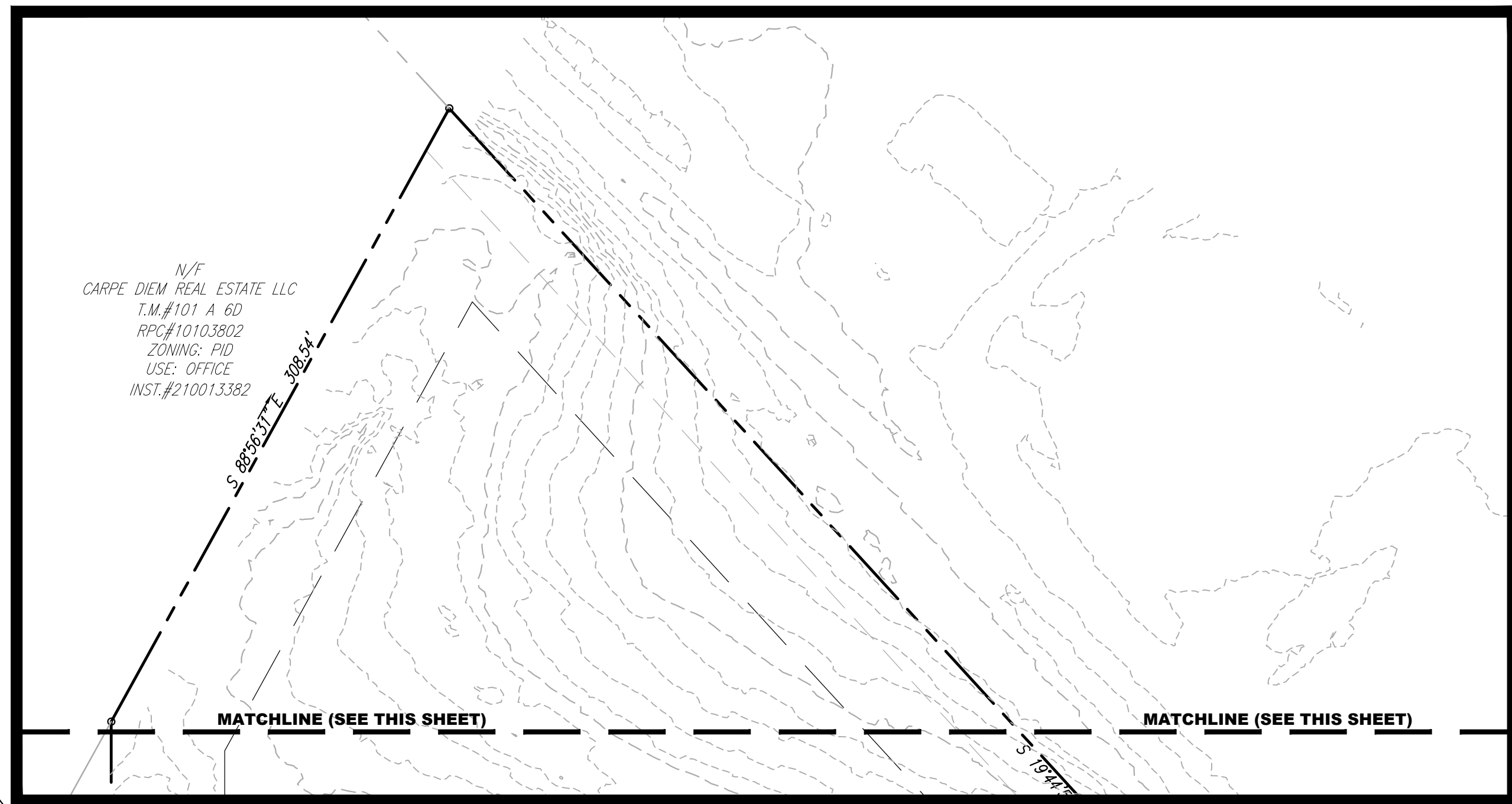
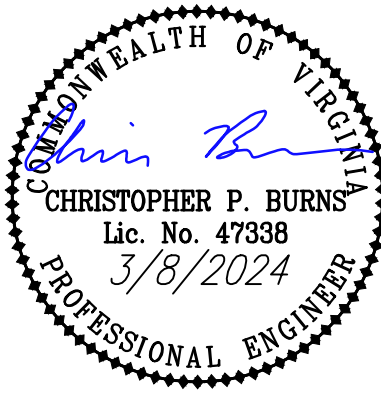




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1208 Corporate Circle  
Roanoke, VA 24018  
540.772.9580



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHD BEARING	CHD LENGTH
C1	439.26'	148.20'	N 47°14'53" E	147.49'
C2	1870.00'	730.22'	S 30°56'03" W	725.59'
DELTA				
				19°19'49"
				22°22'25"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 52°25'01" E	40.98'

**DEMOLITION NOTES**

DEMOLITION SHALL INCLUDE, UNLESS OTHERWISE NOTED ON DRAWINGS, REMOVAL OF EXISTING OBJECTS OR IMPROVEMENTS, WHETHER INDICATED ON THE DRAWINGS OR NOT, THAT WOULD IN THE OPINION OF THE OWNER, PREVENT OR INTERFERE WITH THE PROGRESS OR COMPLETION OF THE PROPOSED WORK.

PERMITS, FEES AND LICENSES SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR, INCLUDING DISPOSAL CHARGES AS REQUIRED.

WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITIES IN DEMOLITION OF EXISTING PAVEMENT, CURBS AND GUTTERS, DRAINAGE STRUCTURES AND UTILITIES AS MAY BE REQUIRED.

ALL EXISTING UTILITIES TO ANY BUILDINGS SHOWN TO BE RAZED SHALL BE DISCONNECTED AND PLUGGED OR CAPPED AS REQUIRED BY THE LOCALITY.

CONTRACTOR SHALL SAW-CUT ALL JOINTS WHERE EXISTING CURBING, PAVEMENT AND SIDEWALK IS TO BE DEMOLISHED AND NEW CONSTRUCTION JOINS THE EXISTING. ALL SAW CUTTING SHALL BE TO THE FULL DEPTH OF PAVEMENT.

CONTRACTOR SHALL COMPLETELY FILL BELOW GRADE AREAS AND VOIDS FROM DEMOLITION USING APPROVED SELECT FILL MATERIAL.

ALL EXISTING CURBING, CONCRETE, SIDEWALK, ENTRANCES, ASPHALT, BRICK, AND ANY STRUCTURES THAT ARE DEMOLISHED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR, ALL DEBRIS, ETC. SHALL NOT BE USED AS FILL MATERIAL ON THE SITE.

CONTRACTOR SHALL PROVIDE THE FOLLOWINGS PROTECTIONS AT THE JOB SITE: MAKE ARRANGEMENTS, BEFORE INITIATING DEMOLITION, FOR RELOCATING, DISCONNECTION, REROUTING, ABANDONING, OR SIMILAR ACTION AS MAY BE

REQUIRED RELATIVE TO UTILITIES AND OTHER UNDERGROUND PIPING, TO PERMIT WORK TO PROCEED WITHOUT DELAY. ARRANGEMENTS SHALL BE MADE IN ACCORDANCE WITH REGULATIONS OF AUTHORITIES OF UTILITIES MENTIONED, SUCH AS OVERHEAD AND UNDERGROUND POWER AND TELEPHONE LINES AND EQUIPMENT, GAS PIPING, STORM SEWERS, SANITARY SEWERS, OR WATER PIPING. CONTRACTOR SHALL NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS, SUCH AS ICE, FLOODING AND/OR POLLUTION.

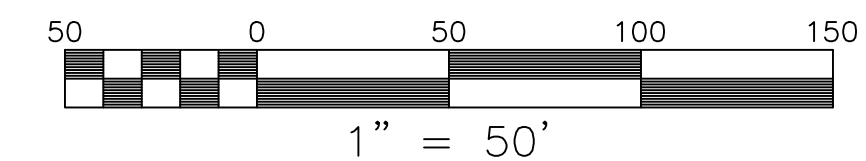
ENSURE SAFE PASSAGE OF PERSONS AROUND ALL AREAS OF DEMOLITION.

CONDUCT OPERATIONS TO PREVENT DAMAGE TO ADJACENT BUILDINGS, STRUCTURES, OTHER FACILITIES, OR INJURY TO PERSONS.

PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES BY DEMOLITION OPERATIONS AT NO COST TO THE OWNER.

MAINTAIN EXISTING UTILITIES INDICATED TO REMAIN, KEEP IN SERVICE, AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. PREVENT INTERRUPTION OF EXISTING UTILITIES SERVING OCCUPIED OR USED FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY AUTHORITIES HAVING JURISDICTION. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES AS ACCEPTABLE TO GOVERNING AUTHORITIES.

USE WATER SPRINKLING AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR TO LOWEST PRACTICAL LEVEL.

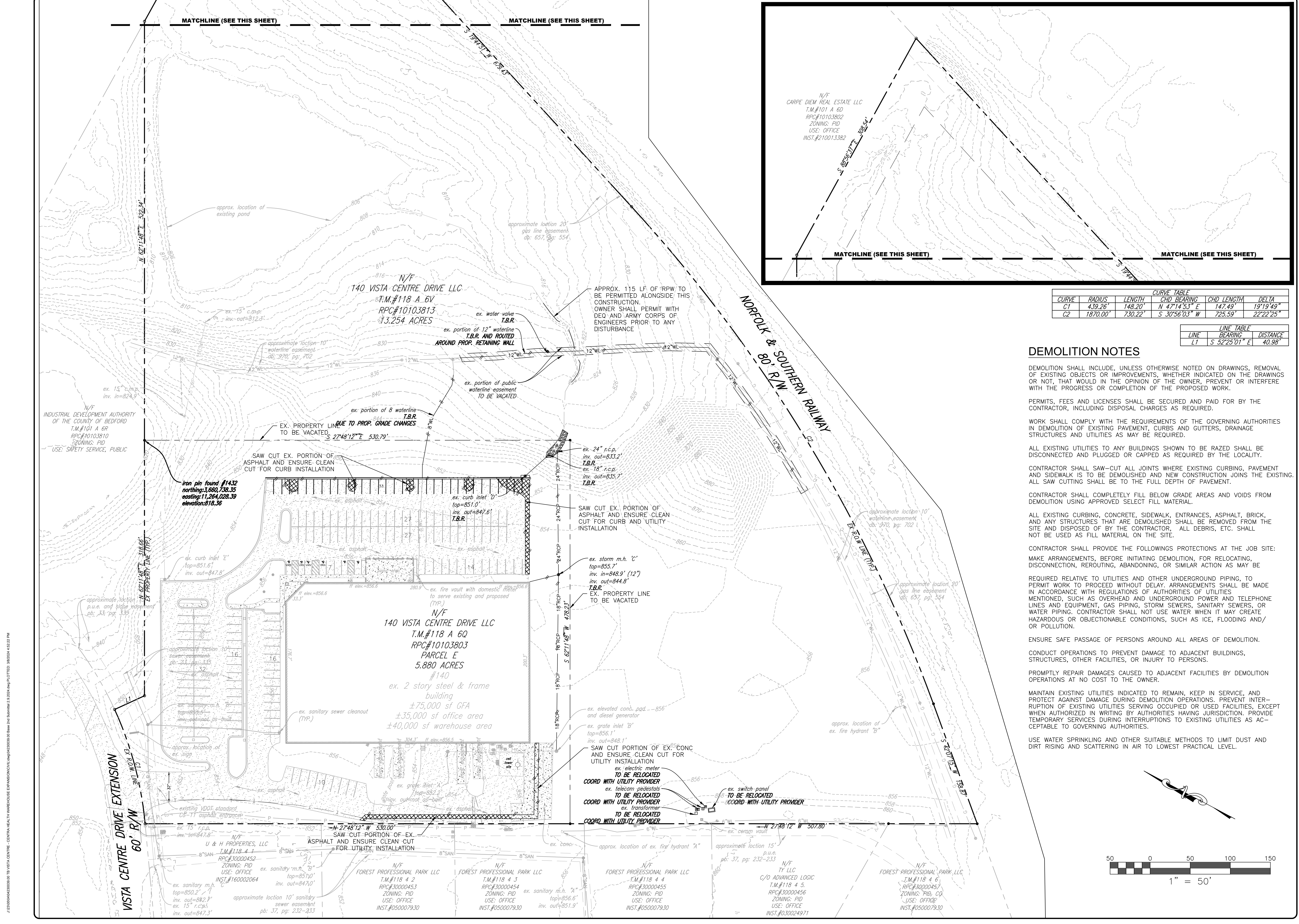


**140 VISTA CENTRE WAREHOUSE EXPANSION**

**EXISTING CONDITIONS AND DEMOLITION PLAN**

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 50'  
REVISIONS:  
3/8/2024

**C3**  
PROJECT NO. 04230039.00



J:\300040030039.00\140 VISTA CENTRE WAREHOUSE EXPANSION\DWG\140VISTA WAREHOUSE EXPANSION\DWG\140VISTA WAREHOUSE EXPANSION.DWG (Rev. 2) 3/8/2024 2:30:25 PM PLOTTED: 3/8/2024 4:52:22 PM

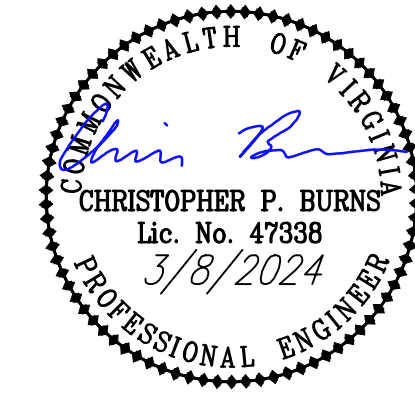


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1208 Corporate Circle  
Roanoke, VA 24018  
540.772.9580



**140 VISTA CENTRE WAREHOUSE EXPANSION**

**LAYOUT PLAN**

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 30'  
REVISIONS:  
3/8/2024

**C4**  
PROJECT NO. 04230039.00

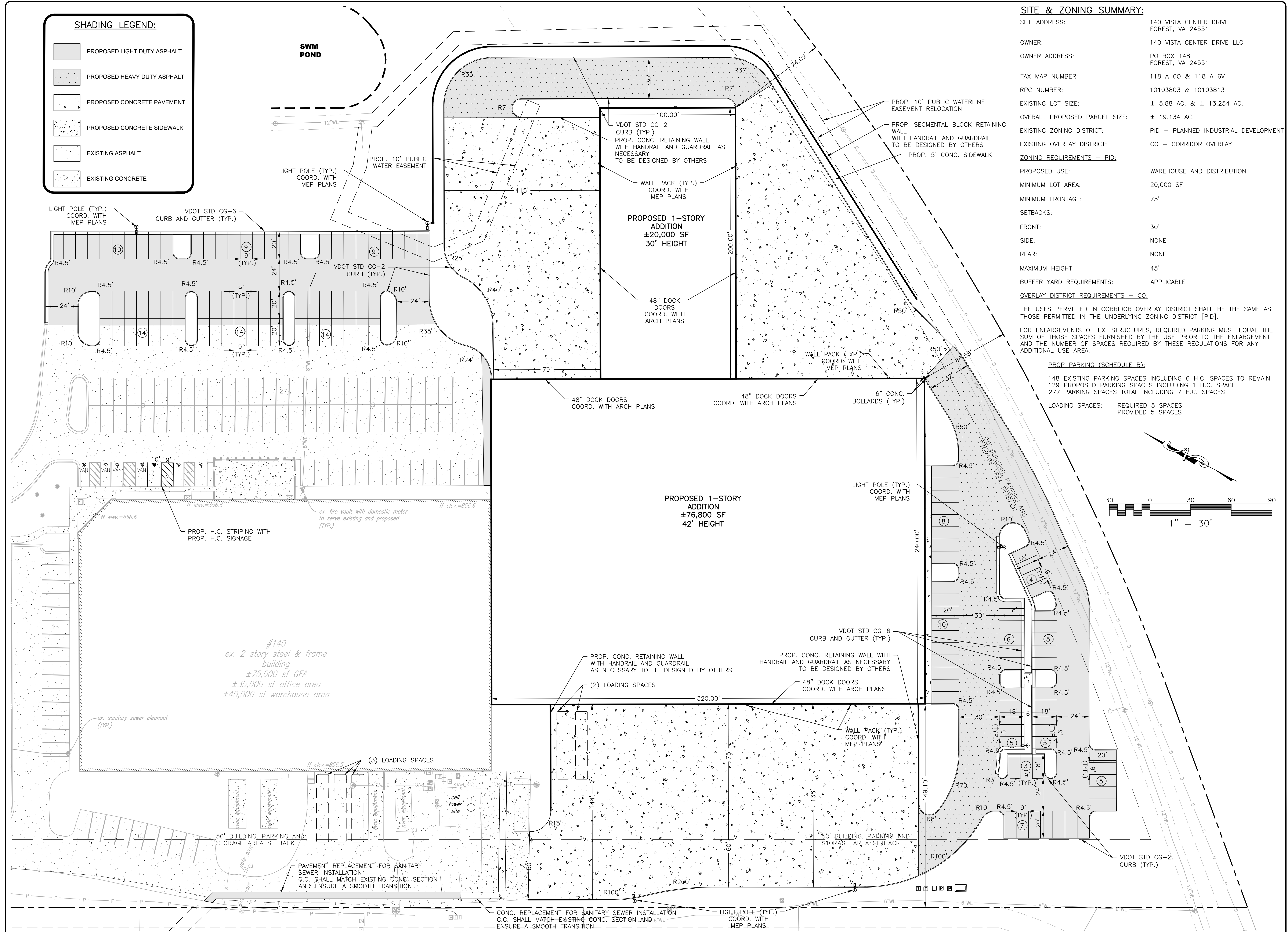
**SITE & ZONING SUMMARY:**

SITE ADDRESS: 140 VISTA CENTER DRIVE  
FOREST, VA 24551  
OWNER: 140 VISTA CENTER DRIVE LLC  
OWNER ADDRESS: PO BOX 148  
FOREST, VA 24551  
TAX MAP NUMBER: 118 A 6Q & 118 A 6V  
RPC NUMBER: 10103803 & 10103813  
EXISTING LOT SIZE: ± 5.88 AC. & ± 13.254 AC.  
OVERALL PROPOSED PARCEL SIZE: ± 19.134 AC.  
EXISTING ZONING DISTRICT: PID - PLANNED INDUSTRIAL DEVELOPMENT  
EXISTING OVERLAY DISTRICT: CO - CORRIDOR OVERLAY  
**ZONING REQUIREMENTS - PID:**  
PROPOSED USE: WAREHOUSE AND DISTRIBUTION  
MINIMUM LOT AREA: 20,000 SF  
MINIMUM FRONTAGE: 75'  
SETBACKS:  
FRONT: 30'  
SIDE: NONE  
REAR: NONE  
MAXIMUM HEIGHT: 45'  
BUFFER YARD REQUIREMENTS: APPLICABLE  
**OVERLAY DISTRICT REQUIREMENTS - CO:**  
THE USES PERMITTED IN CORRIDOR OVERLAY DISTRICT SHALL BE THE SAME AS THOSE PERMITTED IN THE UNDERLYING ZONING DISTRICT [PID].  
FOR ENLARGEMENTS OF EX. STRUCTURES, REQUIRED PARKING MUST EQUAL THE SUM OF THOSE SPACES FURNISHED BY THE USE PRIOR TO THE ENLARGEMENT AND THE NUMBER OF SPACES REQUIRED BY THESE REGULATIONS FOR ANY ADDITIONAL USE AREA.  
**PROP. PARKING (SCHEDULE B):**  
148 EXISTING PARKING SPACES INCLUDING 6 H.C. SPACES TO REMAIN  
129 PROPOSED PARKING SPACES INCLUDING 1 H.C. SPACE  
277 PARKING SPACES TOTAL INCLUDING 7 H.C. SPACES  
LOADING SPACES: REQUIRED 5 SPACES  
PROVIDED 5 SPACES

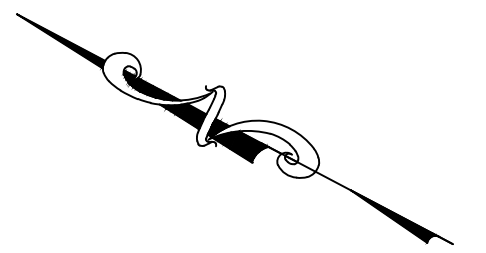
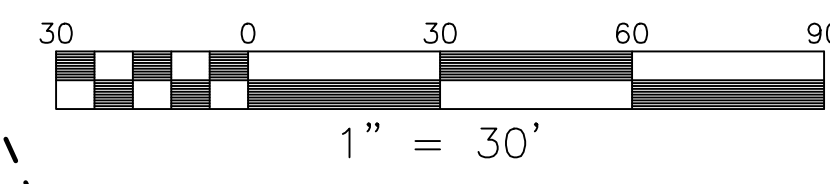
**SHADING LEGEND:**

- PROPOSED LIGHT DUTY ASPHALT
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- EXISTING ASPHALT
- EXISTING CONCRETE

**SWM POND**



#140  
ex. 2 story steel & frame  
building  
±75,000 sf CFA  
±35,000 sf office area  
±40,000 sf warehouse area



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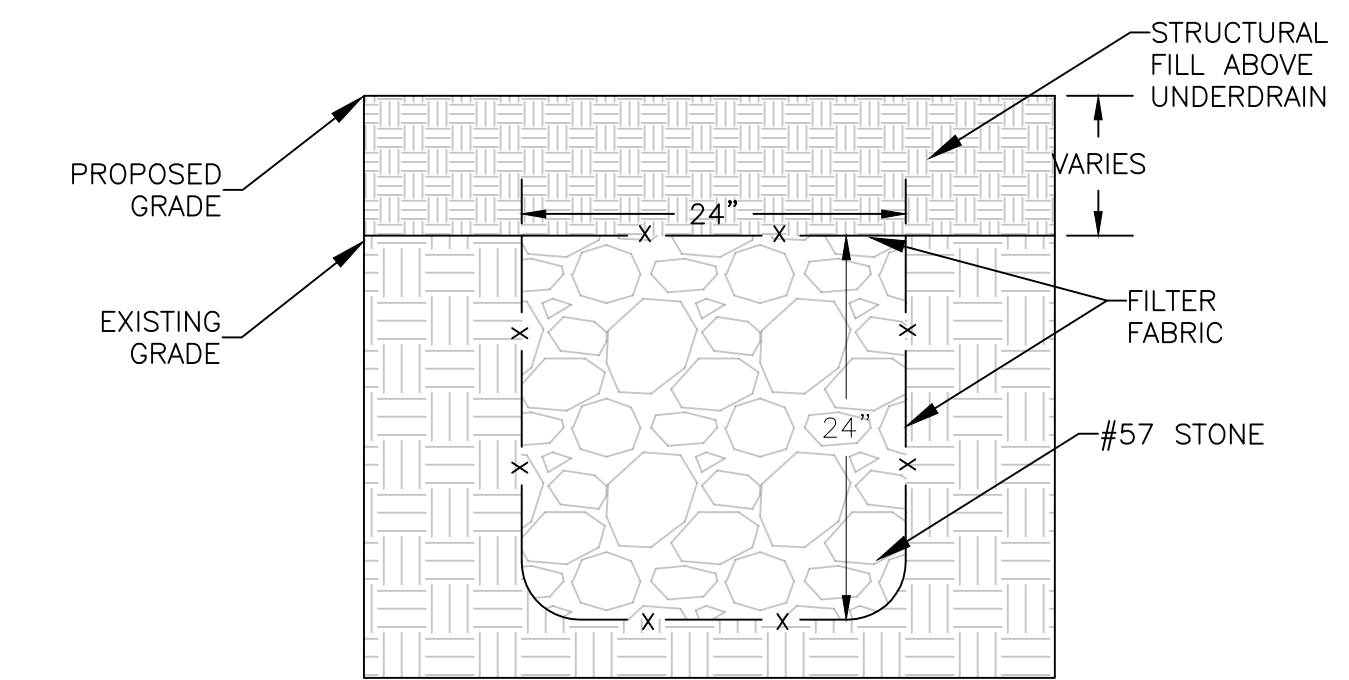
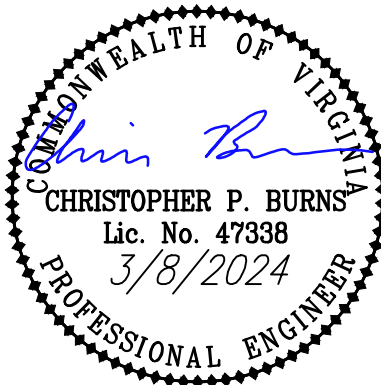




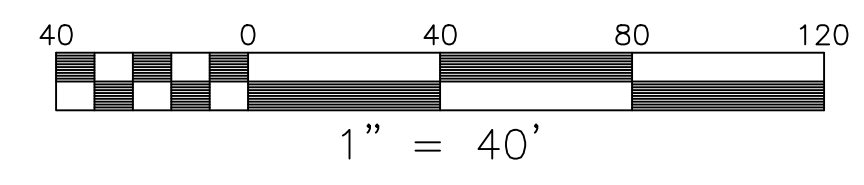
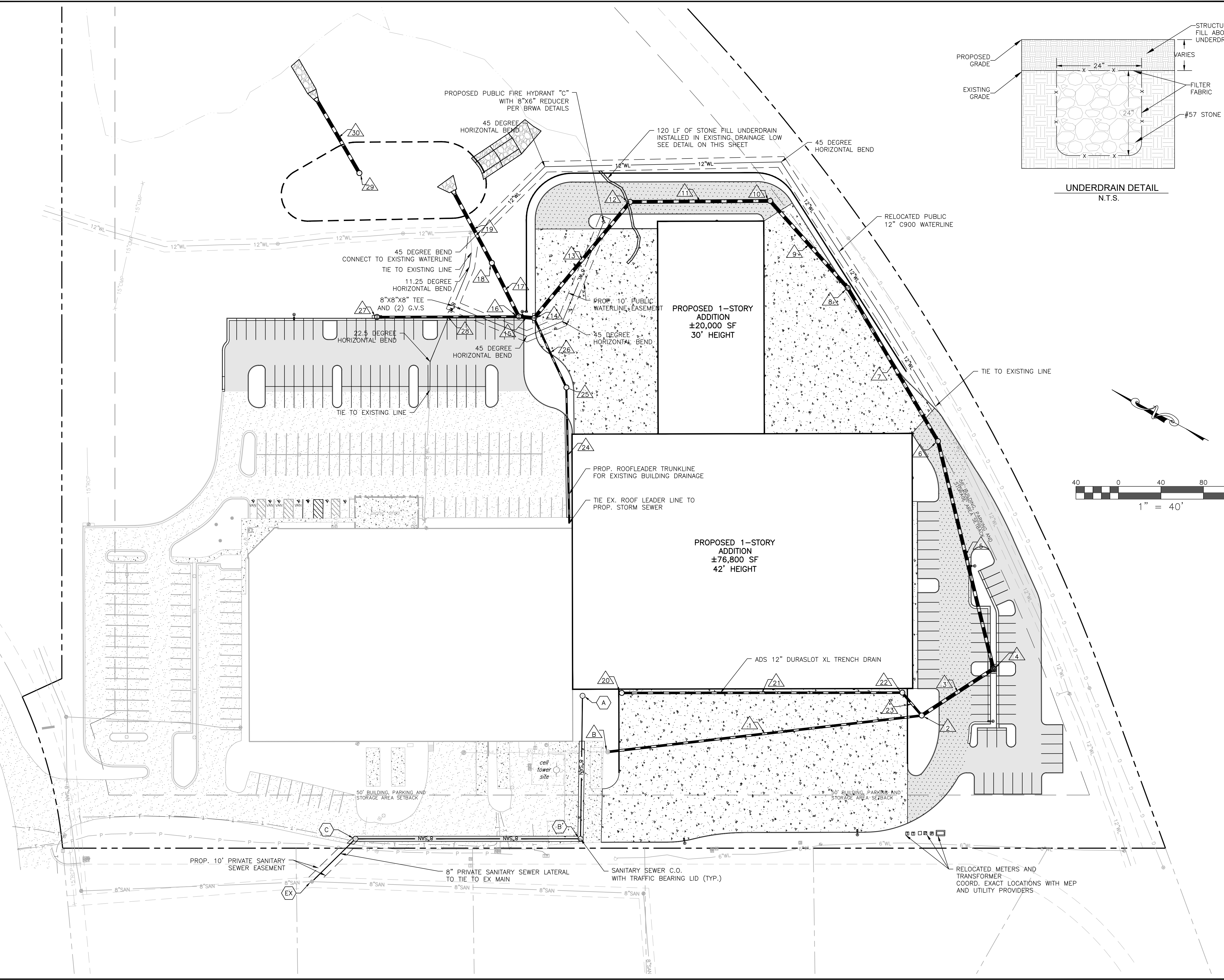
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UNDERDRAIN DETAIL  
N.T.S.



**140 VISTA CENTRE WAREHOUSE EXPANSION**  
**UTILITY PLAN**

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 40'  
REVISIONS:  
3/8/2024



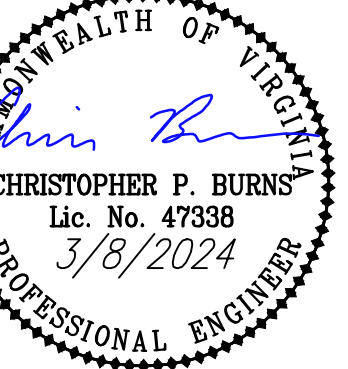
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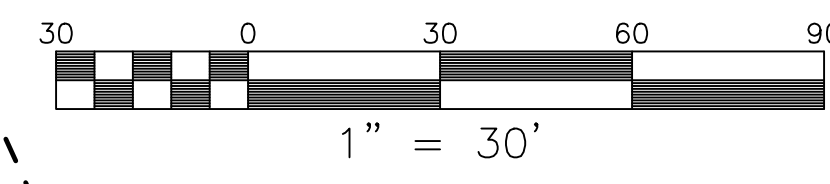
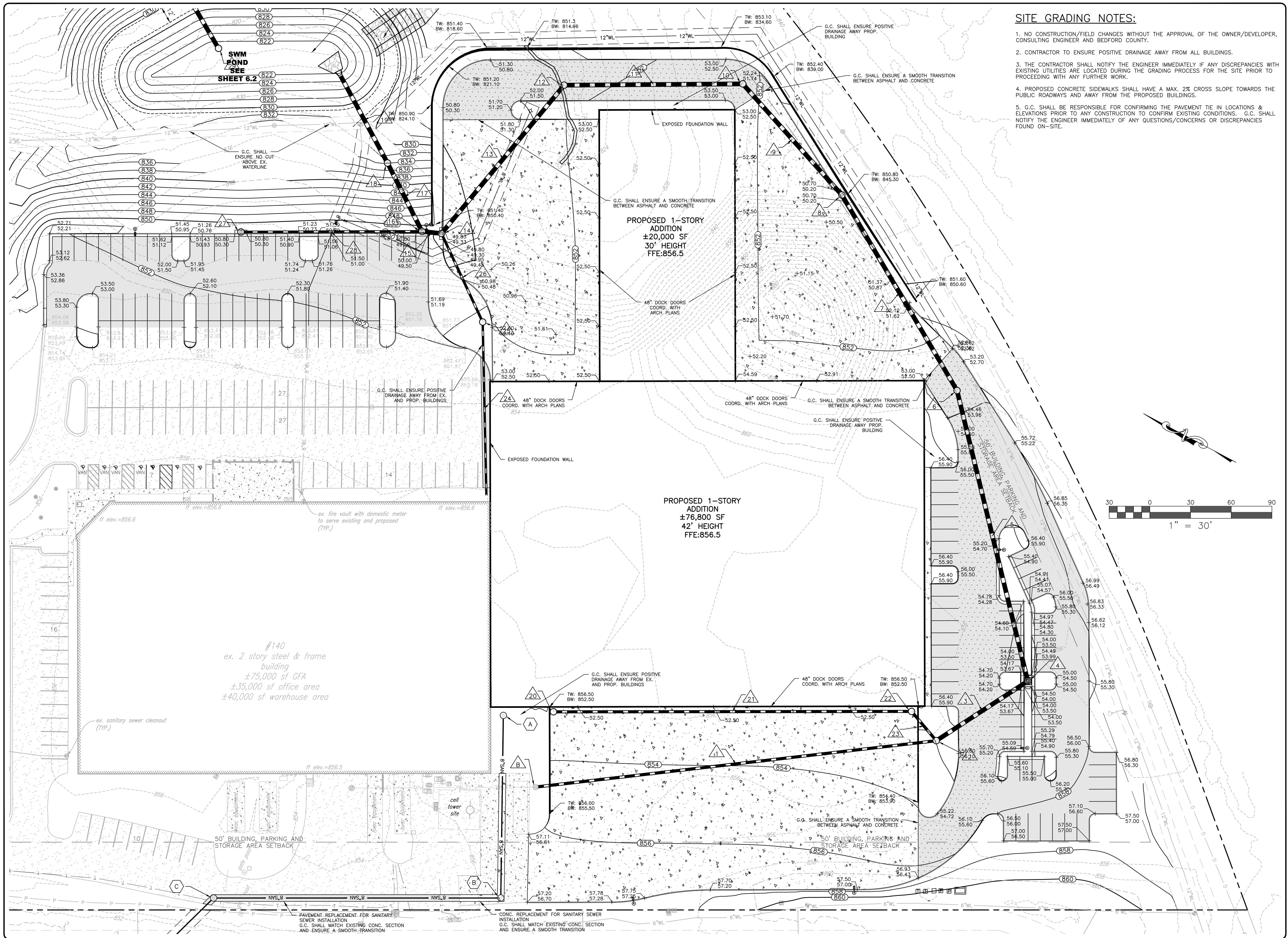
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**SITE GRADING NOTES:**

1. NO CONSTRUCTION/FIELD CHANGES WITHOUT THE APPROVAL OF THE OWNER/DEVELOPER, CONSULTING ENGINEER AND BEDFORD COUNTY.
2. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES WITH EXISTING UTILITIES ARE LOCATED DURING THE GRADING PROCESS FOR THE SITE PRIOR TO PROCEEDING WITH ANY FURTHER WORK.
4. PROPOSED CONCRETE SIDEWALKS SHALL HAVE A MAX. 2% CROSS SLOPE TOWARDS THE PUBLIC ROADWAYS AND AWAY FROM THE PROPOSED BUILDINGS.
5. G.C. SHALL BE RESPONSIBLE FOR CONFIRMING THE PAVEMENT TIE IN LOCATIONS & ELEVATIONS PRIOR TO ANY CONSTRUCTION TO CONFIRM EXISTING CONDITIONS. G.C. SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY QUESTIONS/CONCERNS OR DISCREPANCIES FOUND ON-SITE.



**140 VISTA CENTRE WAREHOUSE EXPANSION**

**GRADING PLAN**

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 30'  
REVISIONS:  
3/8/2024

**C6.1**  
PROJECT NO. 04230039.00

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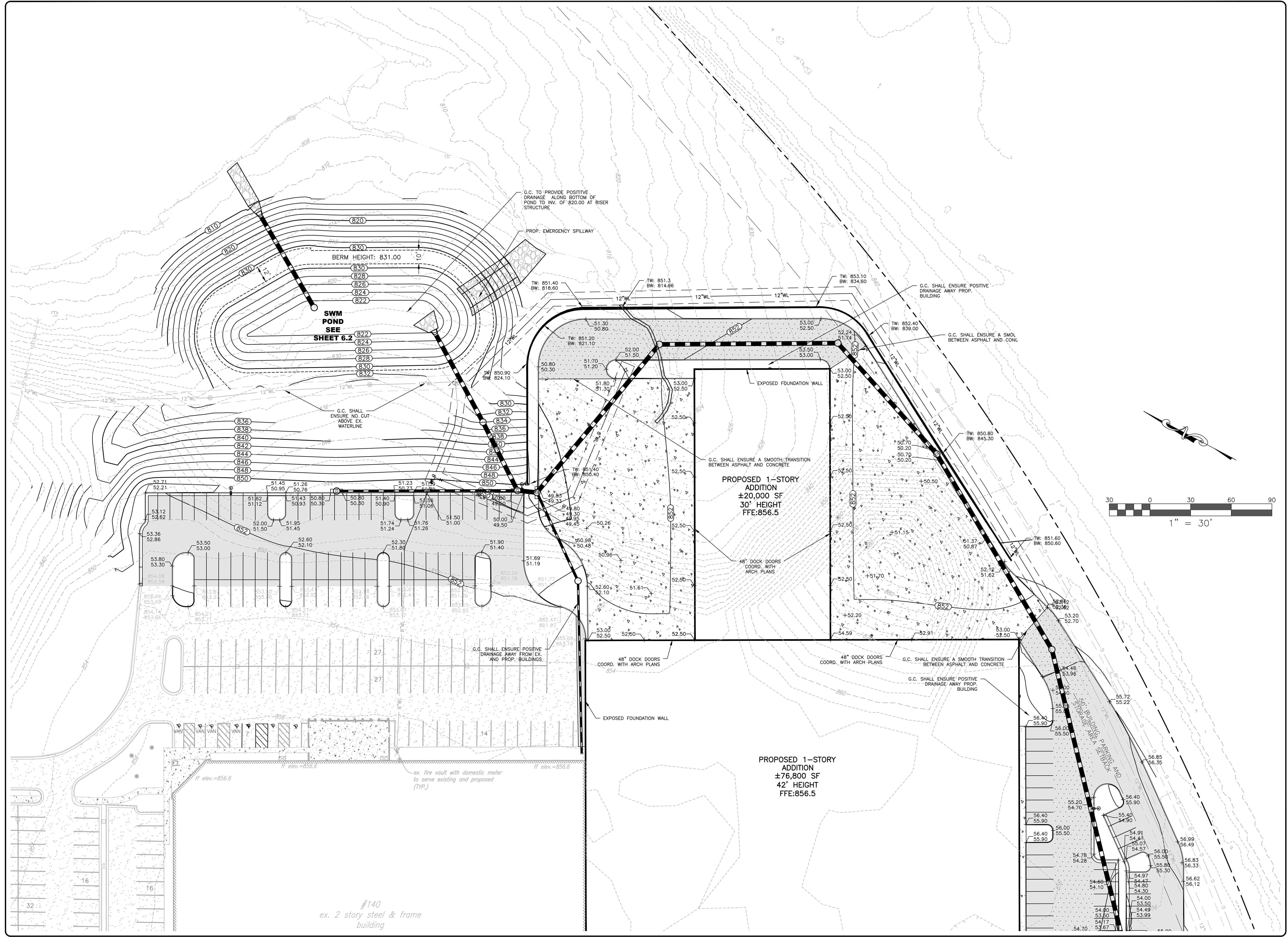
**140 VISTA CENTRE WAREHOUSE EXPANSION**

**STORMWATER MANAGEMENT GRADING PLAN**

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 30'  
REVISIONS:  
3/8/2024

**C6.2**  
PROJECT NO. 04230039.00



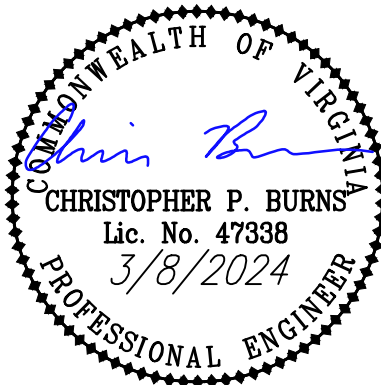
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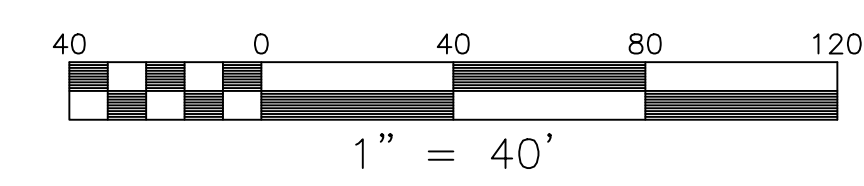
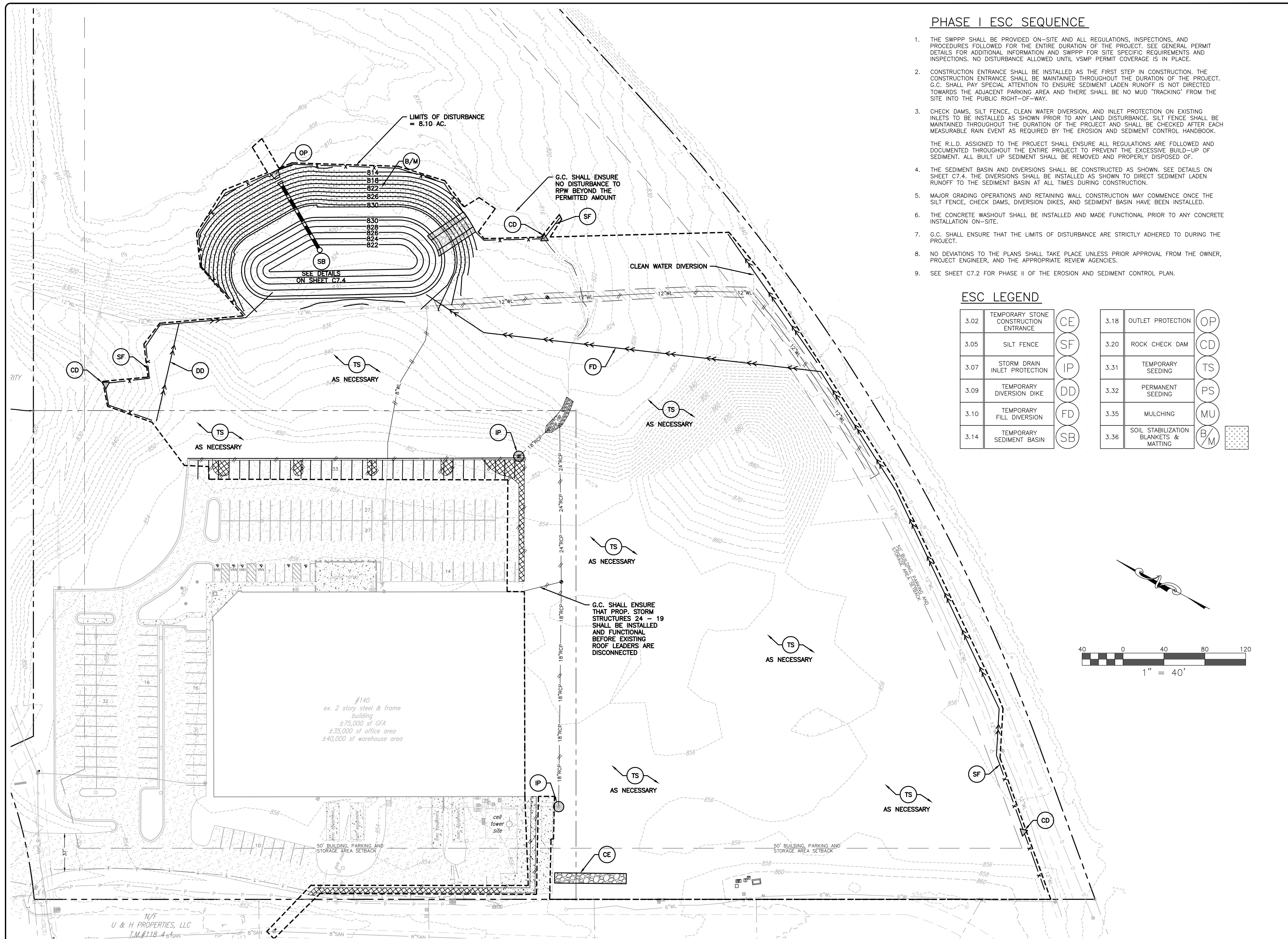


### PHASE I ESC SEQUENCE

1. THE SWPPP SHALL BE PROVIDED ON-SITE AND ALL REGULATIONS, INSPECTIONS, AND PROCEDURES FOLLOWED FOR THE ENTIRE DURATION OF THE PROJECT. SEE GENERAL PERMIT DETAILS FOR ADDITIONAL INFORMATION AND SWPPP FOR SITE SPECIFIC REQUIREMENTS AND INSPECTIONS. NO DISTURBANCE ALLOWED UNTIL VSMP PERMIT COVERAGE IS IN PLACE.
2. CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS THE FIRST STEP IN CONSTRUCTION. THE CONSTRUCTION ENTRANCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. G.C. SHALL PAY SPECIAL ATTENTION TO ENSURE SEDIMENT LADEN RUNOFF IS NOT DIRECTED TOWARDS THE ADJACENT PARKING AREA AND THERE SHALL BE NO MUD "TRACKING" FROM THE SITE INTO THE PUBLIC RIGHT-OF-WAY.
3. CHECK DAMS, SILT FENCE, CLEAN WATER DIVERSION, AND INLET PROTECTION ON EXISTING INLETS TO BE INSTALLED AS SHOWN PRIOR TO ANY LAND DISTURBANCE. SILT FENCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT AND SHALL BE CHECKED AFTER EACH MEASURABLE RAIN EVENT AS REQUIRED BY THE EROSION AND SEDIMENT CONTROL HANDBOOK.  
  
THE R.L.D. ASSIGNED TO THE PROJECT SHALL ENSURE ALL REGULATIONS ARE FOLLOWED AND DOCUMENTED THROUGHOUT THE ENTIRE PROJECT TO PREVENT THE EXCESSIVE BUILD-UP OF SEDIMENT. ALL BUILT UP SEDIMENT SHALL BE REMOVED AND PROPERLY DISPOSED OF.
4. THE SEDIMENT BASIN AND DIVERSIONS SHALL BE CONSTRUCTED AS SHOWN. SEE DETAILS ON SHEET C7.4. THE DIVERSIONS SHALL BE INSTALLED AS SHOWN TO DIRECT SEDIMENT LADEN RUNOFF TO THE SEDIMENT BASIN AT ALL TIMES DURING CONSTRUCTION.
5. MAJOR GRADING OPERATIONS AND RETAINING WALL CONSTRUCTION MAY COMMENCE ONCE THE SILT FENCE, CHECK DAMS, DIVERSION DIKES, AND SEDIMENT BASIN HAVE BEEN INSTALLED.
6. THE CONCRETE WASHOUT SHALL BE INSTALLED AND MADE FUNCTIONAL PRIOR TO ANY CONCRETE INSTALLATION ON-SITE.
7. G.C. SHALL ENSURE THAT THE LIMITS OF DISTURBANCE ARE STRICTLY ADHERED TO DURING THE PROJECT.
8. NO DEVIATIONS TO THE PLANS SHALL TAKE PLACE UNLESS PRIOR APPROVAL FROM THE OWNER, PROJECT ENGINEER, AND THE APPROPRIATE REVIEW AGENCIES.
9. SEE SHEET C7.2 FOR PHASE II OF THE EROSION AND SEDIMENT CONTROL PLAN.

### ESC LEGEND

3.02	TEMPORARY STONE CONSTRUCTION ENTRANCE	CE	3.18	OUTLET PROTECTION	OP
3.05	SILT FENCE	SF	3.20	ROCK CHECK DAM	CD
3.07	STORM DRAIN INLET PROTECTION	IP	3.31	TEMPORARY SEEDING	TS
3.09	TEMPORARY DIVERSION DIKE	DD	3.32	PERMANENT SEEDING	PS
3.10	TEMPORARY FILL DIVERSION	FD	3.35	MULCHING	MU
3.14	TEMPORARY SEDIMENT BASIN	SB	3.36	SOIL STABILIZATION BLANKETS & MATTING	B/M



## 140 VISTA CENTRE WAREHOUSE EXPANSION

### ESC PLAN PHASE 1

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
 DESIGNED BY: AAB  
 CHECKED BY: BTC  
 DATE: 12/7/2023  
 SCALE: 1" = 40'  
 REVISIONS:  
 3/8/2024

**C7.1**  
 PROJECT NO. 04230039.00

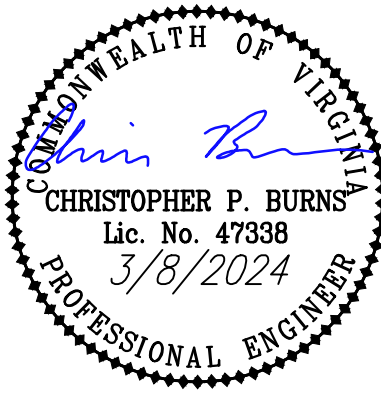
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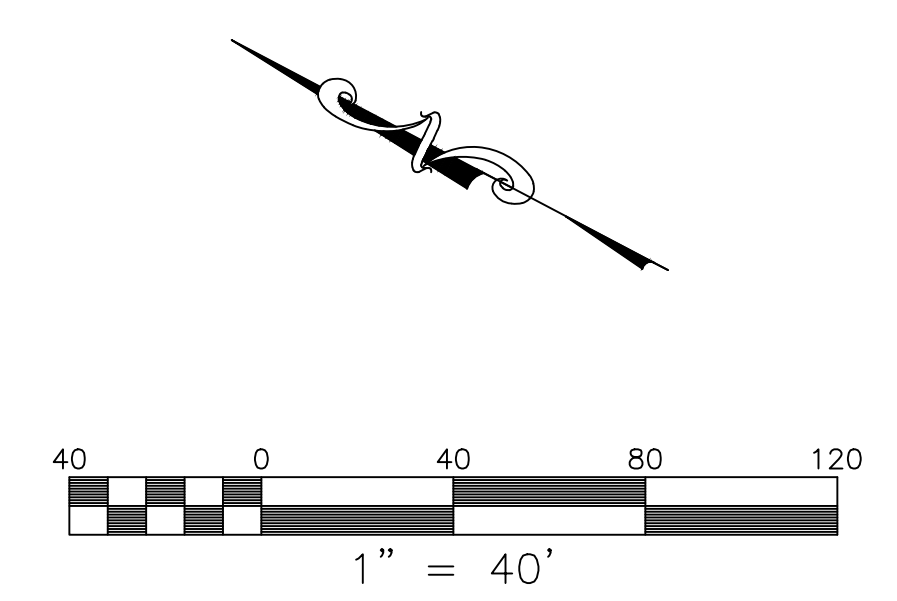
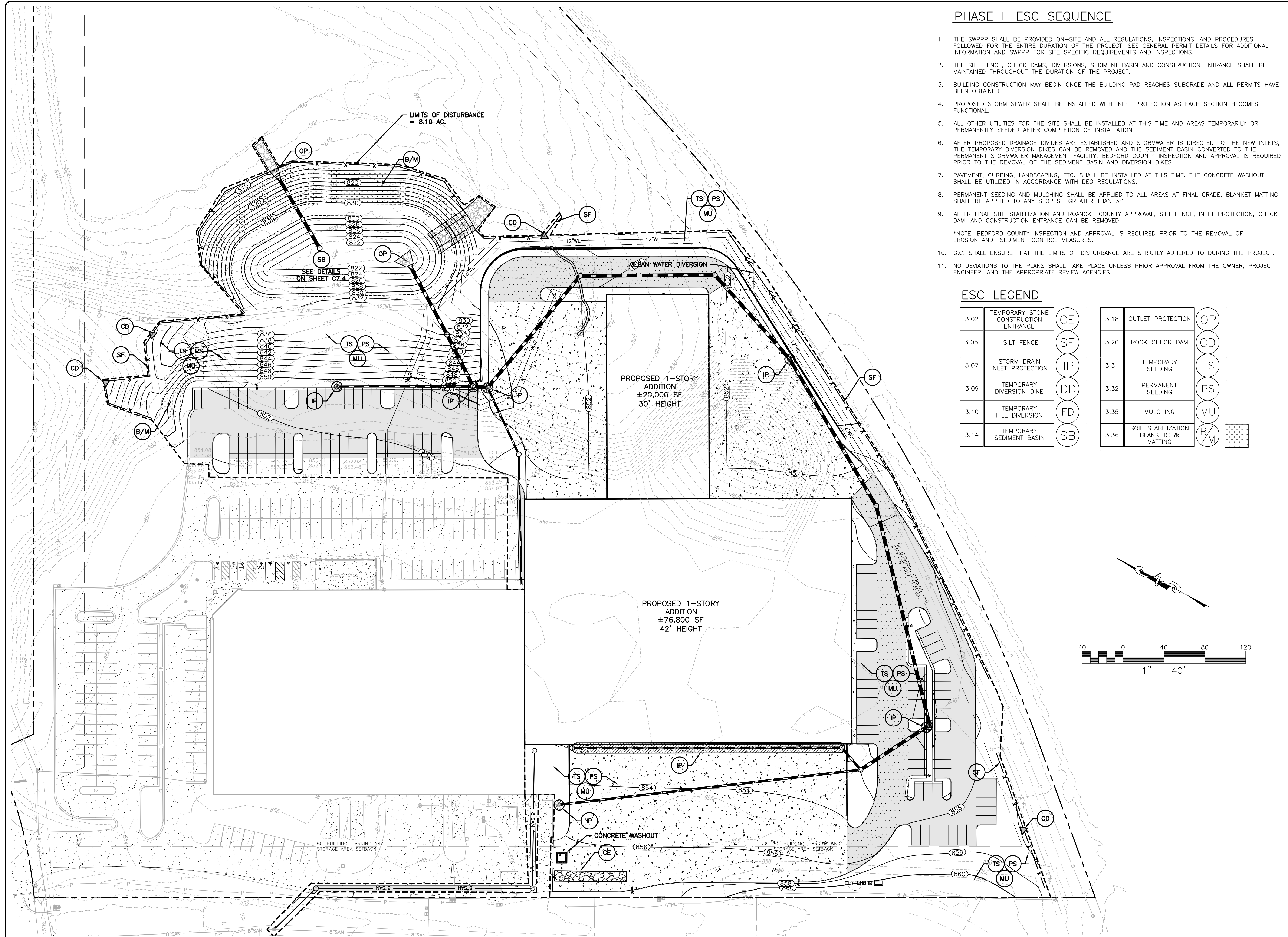


### PHASE II ESC SEQUENCE

1. THE SWPPP SHALL BE PROVIDED ON-SITE AND ALL REGULATIONS, INSPECTIONS, AND PROCEDURES FOLLOWED FOR THE ENTIRE DURATION OF THE PROJECT. SEE GENERAL PERMIT DETAILS FOR ADDITIONAL INFORMATION AND SWPPP FOR SITE SPECIFIC REQUIREMENTS AND INSPECTIONS.
2. THE SILT FENCE, CHECK DAMS, DIVERSIONS, SEDIMENT BASIN AND CONSTRUCTION ENTRANCE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
3. BUILDING CONSTRUCTION MAY BEGIN ONCE THE BUILDING PAD REACHES SUBGRADE AND ALL PERMITS HAVE BEEN OBTAINED.
4. PROPOSED STORM SEWER SHALL BE INSTALLED WITH INLET PROTECTION AS EACH SECTION BECOMES FUNCTIONAL.
5. ALL OTHER UTILITIES FOR THE SITE SHALL BE INSTALLED AT THIS TIME AND AREAS TEMPORARILY OR PERMANENTLY SEEDED AFTER COMPLETION OF INSTALLATION.
6. AFTER PROPOSED DRAINAGE DIVIDES ARE ESTABLISHED AND STORMWATER IS DIRECTED TO THE NEW INLETS, THE TEMPORARY DIVERSION DIKES CAN BE REMOVED AND THE SEDIMENT BASIN CONVERTED TO THE PERMANENT STORMWATER MANAGEMENT FACILITY. BEDFORD COUNTY INSPECTION AND APPROVAL IS REQUIRED PRIOR TO THE REMOVAL OF THE SEDIMENT BASIN AND DIVERSION DIKES.
7. PAVEMENT, CURBING, LANDSCAPING, ETC. SHALL BE INSTALLED AT THIS TIME. THE CONCRETE WASHOUT SHALL BE UTILIZED IN ACCORDANCE WITH DEQ REGULATIONS.
8. PERMANENT SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS AT FINAL GRADE. BLANKET MATTING SHALL BE APPLIED TO ANY SLOPES GREATER THAN 3:1.
9. AFTER FINAL SITE STABILIZATION AND ROANOKE COUNTY APPROVAL, SILT FENCE, INLET PROTECTION, CHECK DAM, AND CONSTRUCTION ENTRANCE CAN BE REMOVED.
10. G.C. SHALL ENSURE THAT THE LIMITS OF DISTURBANCE ARE STRICTLY ADHERED TO DURING THE PROJECT.
11. NO DEVIATIONS TO THE PLANS SHALL TAKE PLACE UNLESS PRIOR APPROVAL FROM THE OWNER, PROJECT ENGINEER, AND THE APPROPRIATE REVIEW AGENCIES.

### ESC LEGEND

3.02	TEMPORARY STONE CONSTRUCTION ENTRANCE	CE	3.18	OUTLET PROTECTION	OP
3.05	SILT FENCE	SF	3.20	ROCK CHECK DAM	CD
3.07	STORM DRAIN INLET PROTECTION	IP	3.31	TEMPORARY SEEDING	TS
3.09	TEMPORARY DIVERSION DIKE	DD	3.32	PERMANENT SEEDING	PS
3.10	TEMPORARY FILL DIVERSION	FD	3.35	MULCHING	MU
3.14	TEMPORARY SEDIMENT BASIN	SB	3.36	SOIL STABILIZATION BLANKETS & MATTING	B/M



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**140 VISTA CENTRE WAREHOUSE EXPANSION**

**ESC PLAN PHASE 2**

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
 DESIGNED BY: AAB  
 CHECKED BY: BTC  
 DATE: 12/7/2023  
 SCALE: 1" = 40'  
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 3/8/2024

**C7.2**  
PROJECT NO. 04230039.00

GENERAL EROSION AND SEDIMENT CONTROL NOTES

ES-1: UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK AND VIRGINIA REGULATIONS VR 625-02-00 EROSION AND SEDIMENT CONTROL REGULATIONS

ES-2: THE PLAN APPROVING AUTHORITY MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.

ES-3: ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING.

ES-4: A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

ES-5: PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT BY ROANOKE COUNTY, THE OWNER SHALL PROVIDE DOCUMENTATION OF AN EXISTING LAND DISTURBING PERMIT(S) THAT WOULD BE ASSOCIATED OR REQUIRED FOR ANY OFF-SITE BORROW OR WASTE AREAS, WHETHER LOCATED WITHIN THE COUNTY LIMITS OR NOT.

ES-6: THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.

ES-7: ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.

ES-8: DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO AN APPROVED FILTERING DEVICE.

ES-9: THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES PERIODICALLY AND AFTER EACH RUN-OFF PRODUCING RAINFALL EVENT, ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.

BAL-1: ALL ASPHALT AREAS WILL BE STABILIZED WITH BASE STONE WITHIN 30 DAYS OF FINAL GRADING.

BAL-2: PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT DORMANT FOR MORE THAN ONE YEAR.

BAL-3: THE LOCAL APPROVING AUTHORITY AND OTHER INTERESTED AGENCIES SHALL MAKE A CONTINUING REVIEW AND EVALUATION OF THE METHODS USED FOR THE OVERALL EFFECTIVENESS OF THE EROSION CONTROL PROGRAM. AN APPROVED EROSION AND SEDIMENT CONTROL PLAN MAY BE AMENDED BY THE APPROVING AUTHORITY OF ON SITE INSPECTION INDICATED THAT THE APPROVED CONTROL MEASURES ARE NOT EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION OR IF BECAUSE OF CHANGED CIRCUMSTANCES, THE APPROVED PLAN CANNOT BE CARRIED OUT.

BAL-4: ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARDS, SPECIFICATIONS AND DETAILS OF THE LATEST EDITION OF THE VIRGINIA EROSION CONTROL HANDBOOK (THE HANDBOOK) BY THE VIRGINIA SOIL AND WATER CONSERVATION COMMISSION. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED SO THAT SEDIMENT CARRYING RUNOFF FROM THE SITE WILL NOT ENTER STORM DRAINAGE FACILITIES OR ADJOINING PROPERTIES AND RIGHTS-OF-WAY.

BAL-5: ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCES.

EROSION AND SEDIMENT CONTROL NARRATIVE

PROJECT DESCRIPTION: THE PURPOSE OF THIS PROJECT IS THE CONSTRUCTION OF A WAREHOUSE EXPANSION AND ASSOCIATED SITE IMPROVEMENTS. THE SITE IS LOCATED ON VISTA CENTRE DRIVE IN THE COUNTY OF BEDFORD, VIRGINIA. THE PROPERTY IS CURRENTLY OWNED BY 140 VISTA CENTRE DRIVE LLC. DISTURBED AREA IS ±8.10 ACRES.

EXISTING SITE CONDITIONS: THE SITE CURRENTLY CONSISTS OF AN EXISTING OFFICE AND WAREHOUSE BUILDING, PARKING LOT, MANAGED TURF, AND WOODS. ADJACENT TO THE SITE EXISTS A WATERCOURSE AND POND.

ADJACENT PROPERTY: THE LIMITS OF CONSTRUCTION ARE BOUNDED BY THE RAILROAD RIGHT OF WAY TO THE EAST, COMMERCIAL PROPERTY TO THE SOUTH AND ALL OTHER SIDES BY THE SUBJECT PROPERTY.

OFF-SITE AREAS: BEDFORD COUNTY SHALL BE NOTIFIED OF ANY OFF-SITE FILL AREAS TO BE USED IN CONJUNCTION WITH THIS PROJECT. AN ESC PLAN OR ESC MEASURES MAY BE REQUIRED FOR THESE OFF-SITE AREAS.

SOILS: A SUBSURFACE INVESTIGATION HAS NOT BEEN PROVIDED. SOIL INFORMATION IS AVAILABLE ON THE RESIDUAL SOILS THAT IS SUGGESTED IN THE "SOIL SURVEY OF ROANOKE COUNTY AND THE CITIES OF ROANOKE AND SALEM, VIRGINIA" AS PREPARED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE. THIS SURVEY IDENTIFIES THE ORIGINAL SOIL MATERIAL AS 7B CLIFFORD FINE SANDY LOAM (2 TO 7 PERCENT SLOPES), AND 21D3 POPLAR FOREST SANDY CLAY LOAM (15 TO 25 PERCENT SLOPES, SEVERELY ERODED) WHICH ARE CLASSIFIED AS HSG-B SOILS.

CRITICAL EROSION AREAS: CRITICAL AREAS ARE ANTICIPATED FOR AREAS OF STEEP SLOPES AND AREAS NEAR THE WATERCOURSE AND POND. THESE AREAS SHALL RECEIVE SEEDING AND STABILIZED IMMEDIATELY AND TREATED WITH BLANKET MATTING AS REQUIRED. SPECIAL ATTENTION SHALL BE MADE AT THESE LOCATIONS TO ENSURE SEDIMENT LADEN RUNOFF IS NOT TRANSPORTED TO THE WATERCOURSE OR POND AND NO ADDITIONAL DISTURBANCE BEYOND THE PERMITTED LIMITS.

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

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

SILT FENCE-STD. 3.05.....A TEMPORARY SEDIMENT BARRIER CONSTRUCTED OF POSTS, FILTER FABRIC AND, IN SOME CASES, A WIRE SUPPORT FENCE, PLACED ACROSS OR AT THE TOE OF A SLOPE OR IN A MINOR DRAINAGE WAY TO INTERCEPT AND DETAIN SEDIMENT AND DECREASE FLOW VELOCITIES FROM DRAINAGE AREAS OF LIMITED SIZE.

STORM DRAIN INLET PROTECTION-STD. 3.07.....THE INSTALLATION OF VARIOUS KINDS OF SEDIMENT TRAPPING MEASURES ARE DROP INLETS OR CURB INLET STRUCTURES PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREA.

TEMPORARY DIVERSION DIKE-STD. 3.09.....A TEMPORARY RIDGE OF COMPACTED SOIL CONSTRUCTED AT THE TOP OR BASE OF A SLOPING DISTURBED AREA TO DIVERT STORM RUNOFF FROM UPSLOPE DRAINAGE AREAS AWAY FROM UNPROTECTED DISTURBED AREAS.

TEMPORARY FILL DIVERSION -STD. 3.10.....A TEMPORARY CHANNEL WITH A SUPPORTING RIDGE OF SOIL ON THE LOWER SIDE, CONSTRUCTED ALONG THE TOP OF AN ACTIVE EARTH FILL TO DIVERT STORM RUNOFF AWAY FROM THE UNPROTECTED SLOPE OF THE FILL TO A STABILIZED OUTLET OR SEDIMENT-TRAPPING FACILITY.

TEMPORARY SEDIMENT BASIN-STD. 3.14.....A TEMPORARY BARRIER OR DAM WITH A CONTROLLED STORMWATER RELEASE STRUCTURE FORMED BY CONSTRUCTING AN EMBANKMENT OF COMPACTED SOILS WITH THE PURPOSE TO DETAIN SEDIMENT-LADEN RUNOFF FROM DISTURBED AREAS LONG ENOUGH FOR MAJORITY OF SEDIMENT TO SETTLE OUT

OUTLET PROTECTION-STD. 3.18.....STRUCTURALLY LINED APRONS OR OTHER ACCEPTABLE ENERGY DISSIPATING DEVICES PLACED AT THE OUTLETS OF PIPES OR PAVED CHANNEL SECTIONS TO PREVENT SCOUR AT STORMWATER OUTLETS

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

VEGETATIVE - TEMPORARY SEEDING-STD. 3.31.....ESTABLISHMENT OF A TEMPORARY VEGETATIVE COVER ON DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR PERIODS OF 7 DAYS TO 1-YEAR BY SEEDING WITH AN APPROPRIATE RAPIDLY GROWING SEED MIXTURE.

PERMANENT SEEDING-STD. 3.32.....ESTABLISHMENT OF A VEGETATIVE COVER BY PLANTING SEED ON ALL FINAL GRADED AREAS THAT WILL NOT RECEIVE AN IMPERVIOUS COVER OR RECEIVE TOPSOIL MATERIAL TO PROVIDE A STABILIZED SITE AFTER THE PROJECT IS COMPLETE.

MULCHING-3.35.....MULCH SHALL BE APPLIED TO ALL TEMPORARY AND PERMANENT SEEDING OPERATIONS TO PROMOTE THE GROWTH OF VEGETATION AND TO PROTECT THE SOIL SURFACE FROM RAINDROP IMPACTS.

SOIL STABILIZATION BLANKETS & MATTING-3.36.....UPON COMPLETION OF GRADING OPERATIONS FOR THE AREA ALONG THE CUL-DE-SAC EMBANKMENT, A DEGRADABLE BLANKET SHALL BE INSTALLED ON ALL SLOPES 3:1 OR GREATER TO PROMOTE STABILIZATION DUE TO SEEDING OPERATIONS.

MANAGEMENT STRATEGIES:

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

INSPECTIONS:

- THE GENERAL CONTRACTOR SHALL INSPECT DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED, AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, AND THE AREA OF CONSTRUCTION VEHICLE ACCESS AT LEAST EVERY FOURTEEN (14) CALENDAR DAYS, AND WITHIN 48 HOURS OF THE END OF A STORM EVENT PRODUCING 1/2" OR GREATER OF PRECIPITATION, WHERE AREAS HAVE BEEN FINALLY OR TEMPORARILY STABILIZED OR RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS (SITE IS COVERED WITH SNOW, ICE, OR FROZEN GROUND EXISTS) SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.
A) INSPECT DISTURBED AREAS AND AREAS OF MATERIALS STORAGE THAT ARE EXPOSED TO PRECIPITATION FOR EVIDENCE OF, OR THE POTENTIAL FOR SEDIMENT ENTERING THE STORM DRAIN SYSTEM. INSPECT E&S CONTROLS IN ACCORDANCE WITH REQUIREMENTS STATED HEREIN, AND INSPECT POINTS OF STORM DRAIN DISCHARGE FOR EXCESSIVE SEDIMENTATION. CORRECT SITE CONTROLS AS REQUIRED TO REDUCE SEDIMENTATION OF STORM DRAINS, CULVERTS, AND RECEIVING CHANNELS.
B) IF CONTROLS OR SEDIMENT PREVENTION AREAS ARE FOUND TO BE IN NEED OF REPAIR OR MODIFICATION, THE GENERAL CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES OR MODIFICATIONS TO EXISTING MEASURES AS REQUIRED. ANY ADDITIONAL MEASURES OR MODIFICATIONS TO EXISTING MEASURES SHALL BE RECORDED AS FIELD REVISIONS TO THESE PLANS. IN THE EVENT THAT ADDITIONAL CONTROLS ARE FOUND TO BE REQUIRED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THESE CONTROLS BEFORE THE NEXT ANTICIPATED STORM EVENT. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICAL, THEY SHALL BE IMPLEMENTED AS SOON AS PRACTICAL.
C) A REPORT SUMMARIZING THE SCOPE OF INSPECTIONS, NAME OF INSPECTOR, INSPECTOR'S QUALIFICATIONS, DATES OF INSPECTIONS, MAJOR OBSERVATIONS PERTAINING TO THE IMPLEMENTATION OF THESE EROSION CONTROL PLANS, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS A PART OF THESE PLANS. MAJOR OBSERVATIONS OF THESE REPORTS SHALL INCLUDE: THE LOCATIONS OF EXCESSIVE SEDIMENTATION FROM THE SITE; LOCATIONS OF CONTROLS IN NEED OF REPAIR; LOCATIONS OF FAILED OR INADEQUATE CONTROLS; AND LOCATIONS WHERE ADDITIONAL CONTROLS ARE NEEDED.

STORMWATER MANAGEMENT:

A PERMANENT STORMWATER MANAGEMENT FACILITY IS BEING CONSTRUCTED WITH THIS DEVELOPMENT TO ADDRESS STORMWATER QUANTITY REQUIREMENTS. THE ENERGY BALANCE EQUATION IS BEING UTILIZED TO PROVIDE CONFORMANCE WITH STATE REGULATIONS RELATED TO CHANNEL PROTECTION REQUIREMENTS OF ALL DRAINAGE AREAS. THE 10-YEAR STORM HAS BEEN ANALYZED AND DETAINED IN THE PROPOSED STORMWATER MANAGEMENT FACILITY TO POST-DEVELOPMENT PEAK FLOW RATES THAT ARE LESS THAN THE PRE-DEVELOPMENT PEAK FLOW RATES OF ALL DRAINAGE AREAS IN ALLOWANCE WITH FLOOD PROTECTION REQUIREMENTS.

THIS PROJECT RESULTS IN A REQUIRED TOTAL PHOSPHORUS LOAD REDUCTION REQUIREMENT OF 9.63 LB/YR. THE WATER QUALITY REQUIREMENT WILL BE MET THROUGH THE PURCHASE OF OFF-SITE NUTRIENT CREDITS.

MINIMUM STANDARDS

Table with 3 columns: No., CRITERIA, TECHNIQUE OR METHOD, and PRACTICES PROVIDED. It lists 19 items detailing erosion control measures like soil stabilization, sediment basins, and drainage structures, along with required practices such as seeding, mulching, and structural measures.



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140 VISTA CENTRE WAREHOUSE EXPANSION ESC NOTES

DRAWN BY AAB DESIGNED BY AAB CHECKED BY BTC DATE 12/7/2023 SCALE N/A REVISIONS 3/8/2024

140 VISTA CENTRE DR BEDFORD COUNTY, VA

C7.3 PROJECT NO. 04230039.00

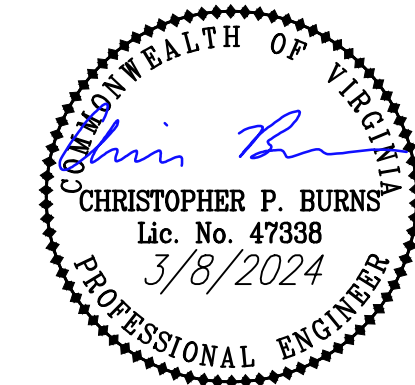


**BALZER & ASSOCIATES**  
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ENGINEERS / SURVEYORS

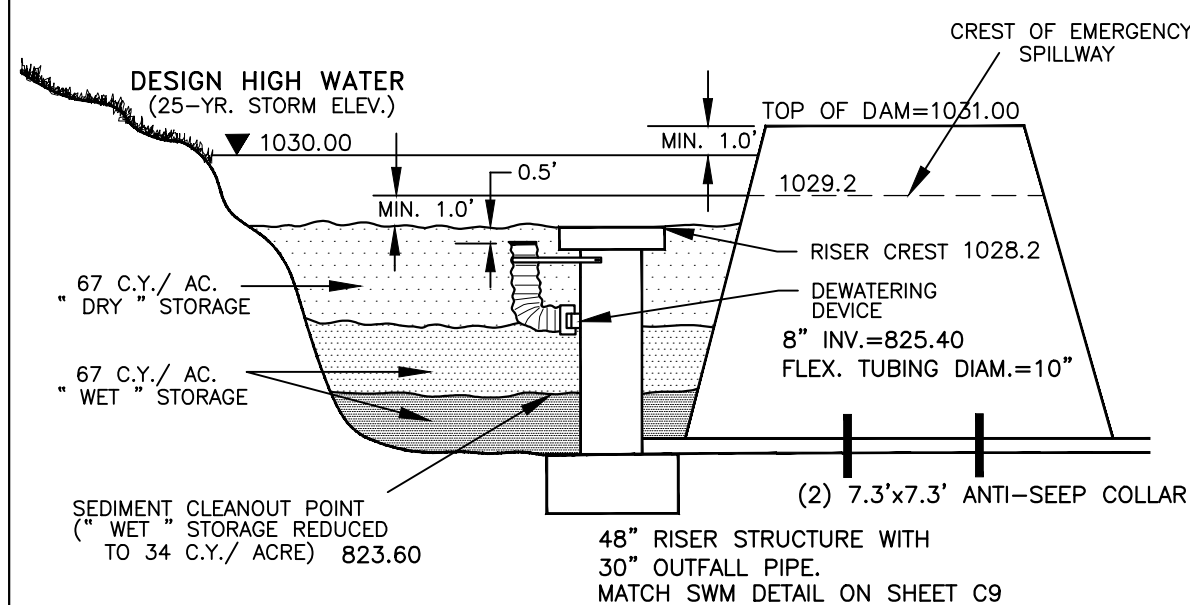
Roanoke / Richmond  
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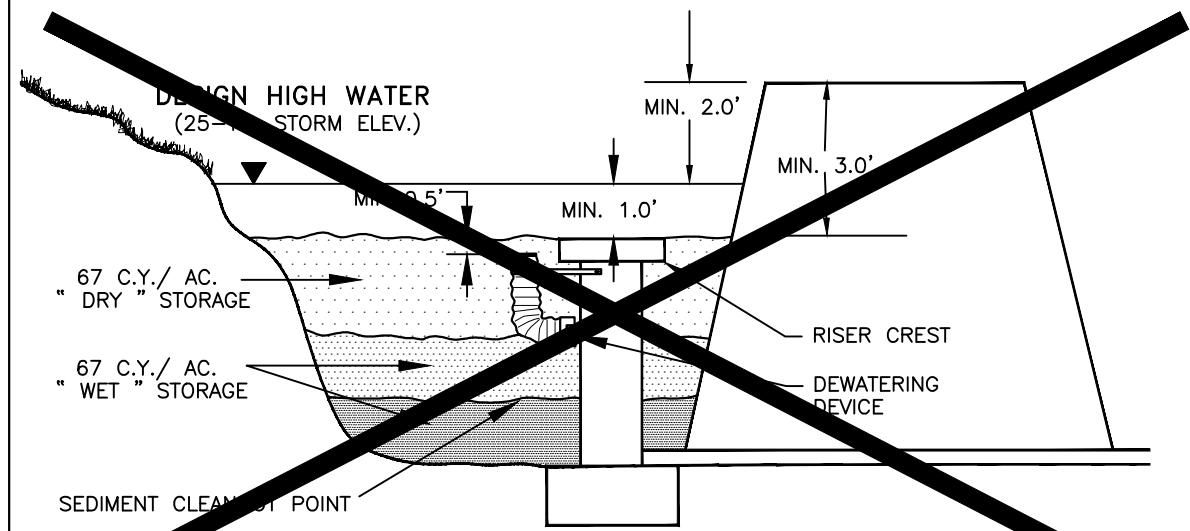
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Roanoke, VA 24018  
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### SEDIMENT BASIN SCHEMATIC ELEVATIONS



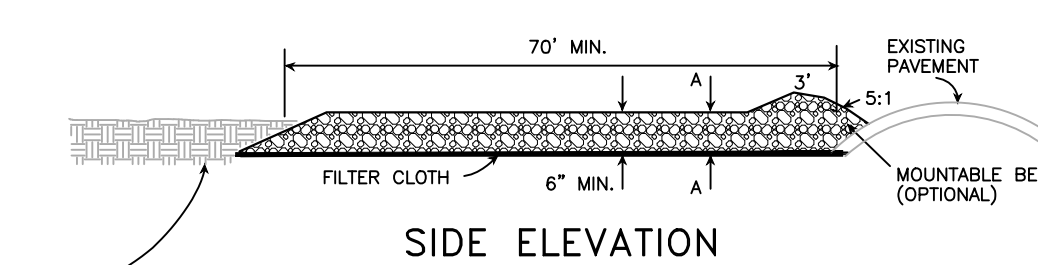
DESIGN ELEVATIONS WITH EMERGENCY SPILLWAY



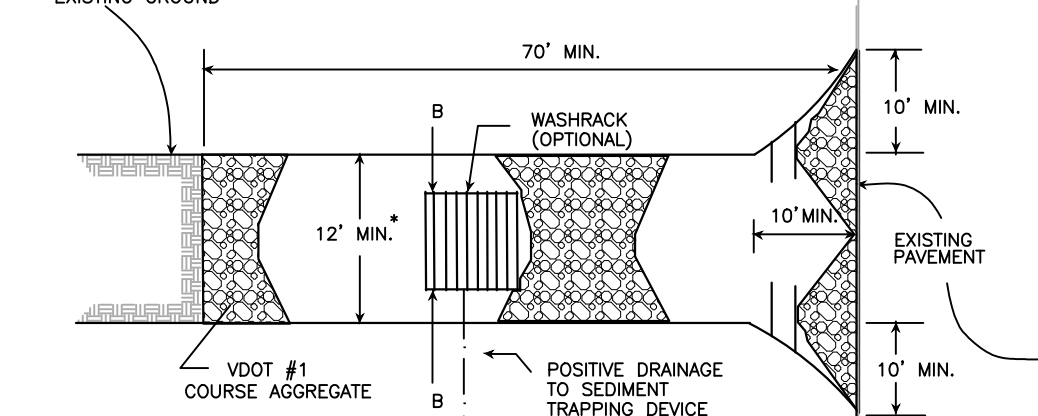
DESIGN ELEVATIONS WITHOUT EMERGENCY SPILLWAY (RISER PASSES 25-YR. EVENT)

SOURCE: VA. DSWC PLATE. 3.14-2

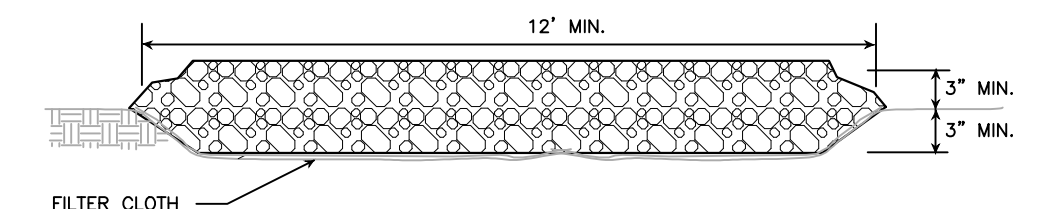
### STONE CONSTRUCTION ENTRANCE



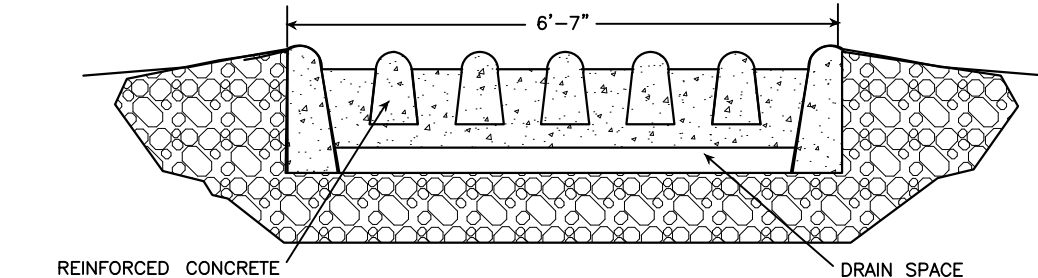
SIDE ELEVATION



PLAN VIEW



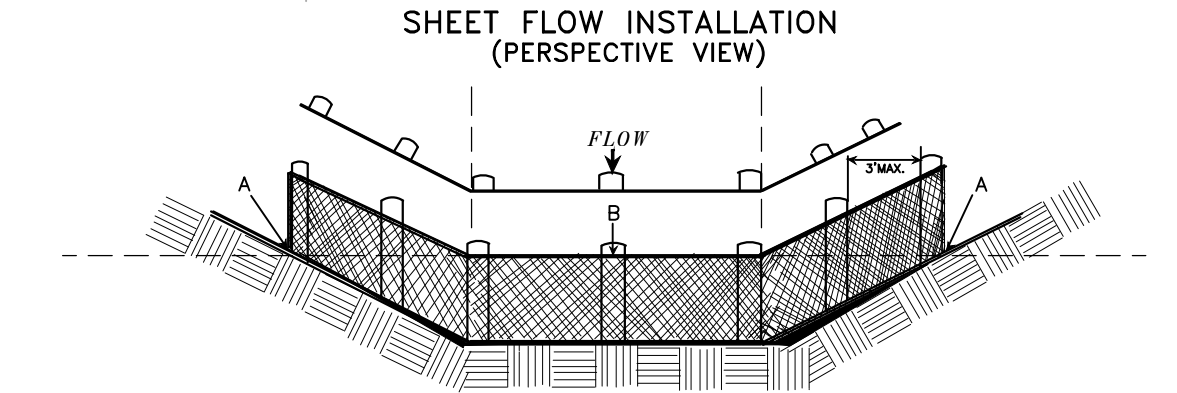
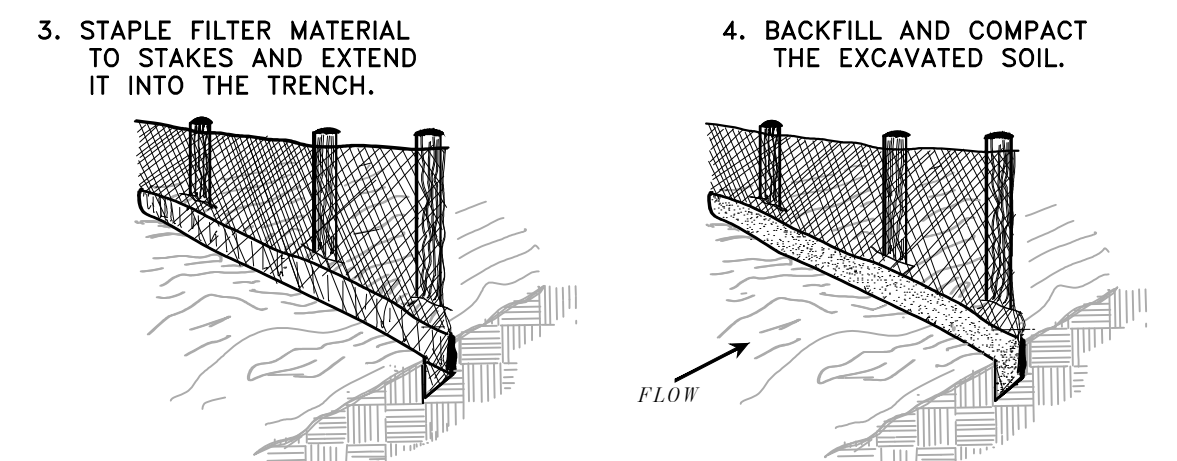
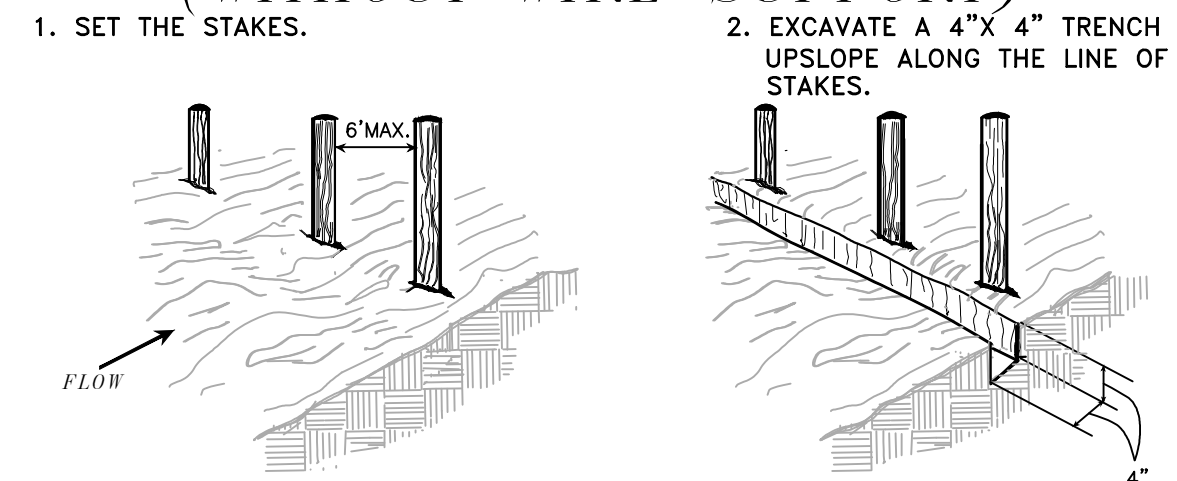
SECTION A-A



SECTION B-B

SOURCE: ADAPTED FROM 1983 Maryland Standards for Soil Erosion and Sediment Control, and Va. DSWC PLATE 3.02-1

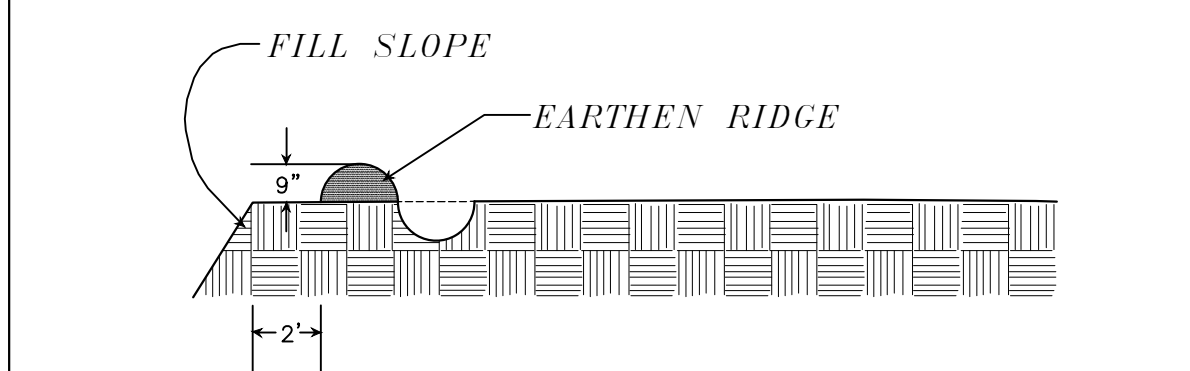
### CONSTRUCTION OF A SILT FENCE (WITHOUT WIRE SUPPORT)



POINTS A SHOULD BE HIGHER THAN POINT B. DRAINAGEWAY INSTALLATION (FRONT ELEVATION)

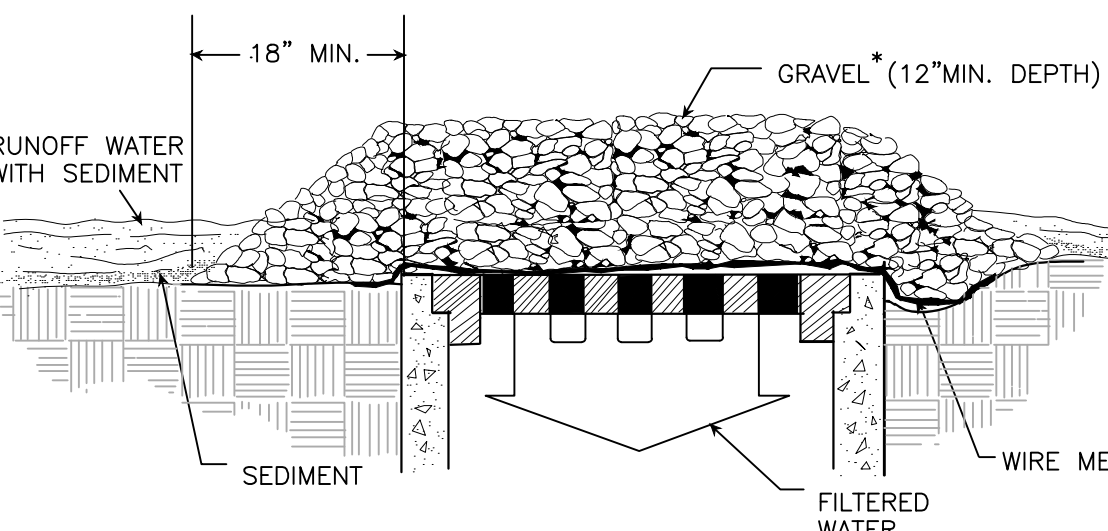
SOURCE: Adapted from Installation of Straw and Fabric Filter Barriers for Sediment Control, VA. DSWC Sherwood and Wyatt PLATE. 3.05-2

### TEMPORARY FILL DIVERSION



SOURCE: VA. DSWC PLATE 3.10-1

### GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER



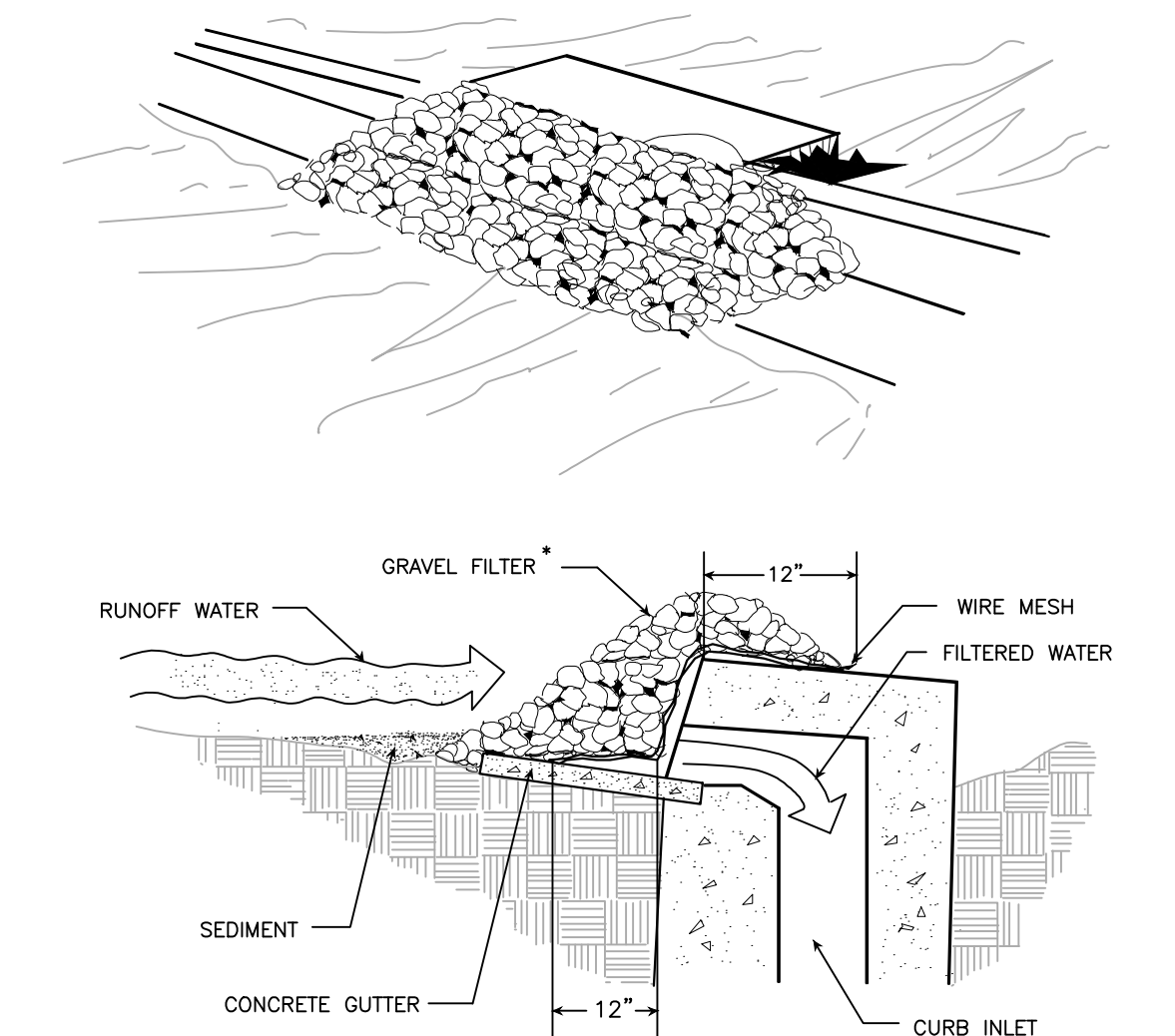
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

* GRAVEL SHALL BE VDOT #3, #357 OR #5 COARSE AGGREGATE.

SOURCE: VA. DSWC PLATE. 3.07-2

### GRAVEL CURB INLET SEDIMENT FILTER



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

* GRAVEL SHALL BE VDOT #3, #357 OR 5 COARSE AGGREGATE.

SOURCE: VA. DSWC PLATE 3.07-6

### TEMPORARY DIVERSION DIKE



SOURCE: VA. DSWC PLATE 3.09-1

140 VISTA CENTRE WAREHOUSE EXPANSION

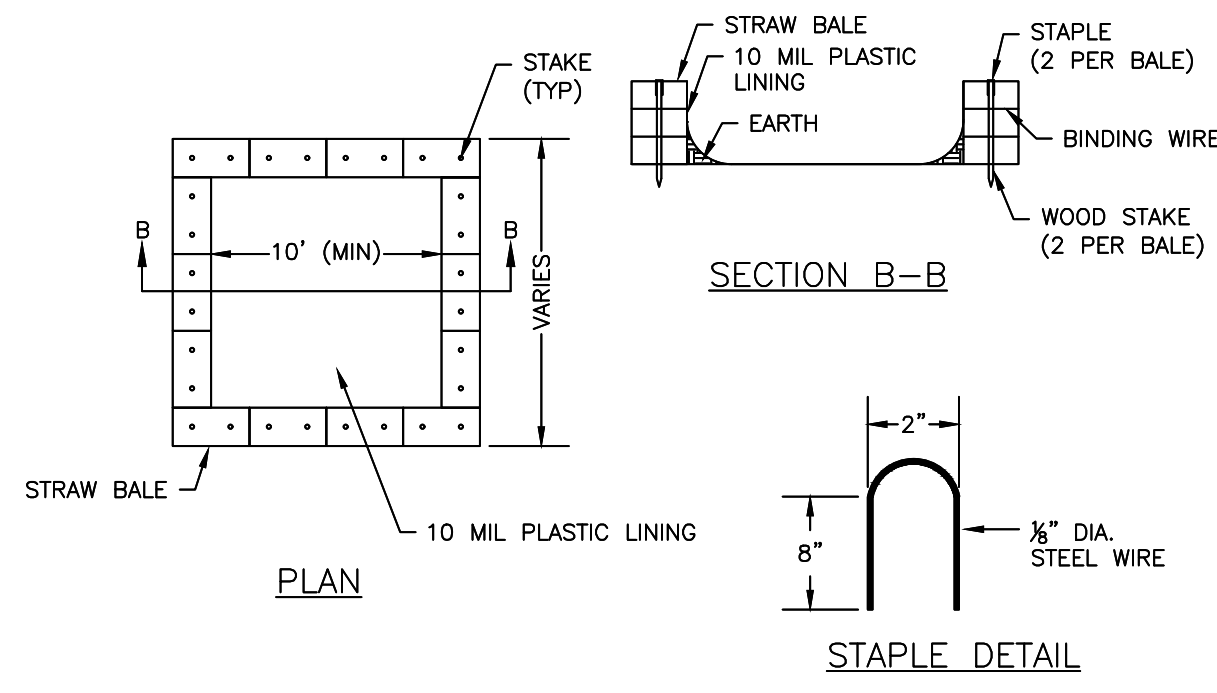
ESC DETAILS I

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: N/A  
REVISIONS:  
3/8/2024

C7.4  
PROJECT NO. 04230039.00

J:\230004\04230039.00 140 VISTA CENTRE - CENTRA HEALTH WAREHOUSE EXPANSION\DWG\ESC\030901.DWG (Rev. 2nd) Submitted: 2/2/2024 4:43:01 PM



**CONCRETE TRUCK WASHOUT DETAIL**  
NTS

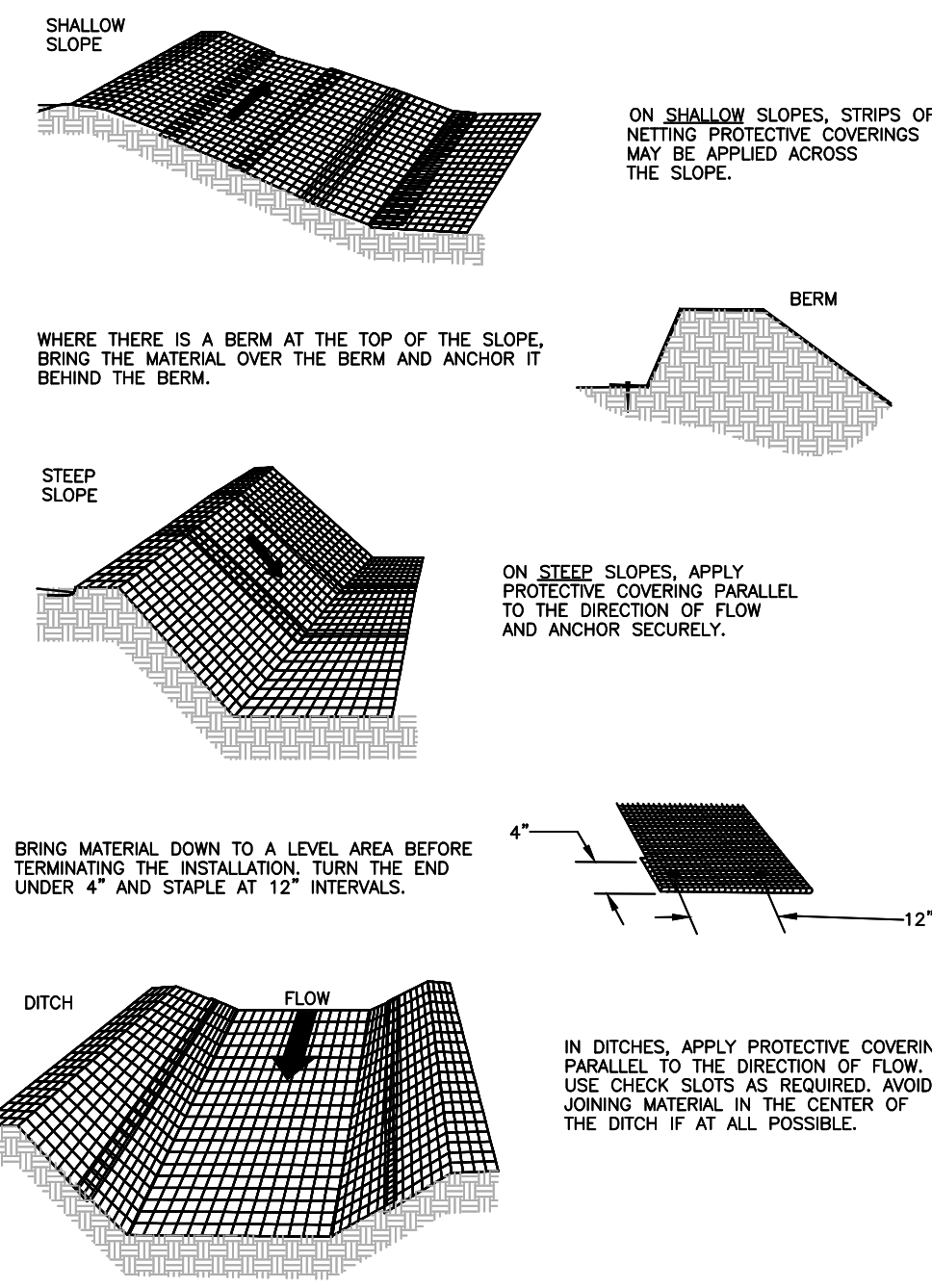
**GENERAL NOTES:**

1. ACTUAL SIZE TO BE DETERMINED IN FIELD. A MINIMUM OF 10' WIDE BY 10' LONG AND SIZED TO CONTAIN ALL LIQUID AND SOLID WASTE. A MINIMUM OF 12" FREEBOARD SHALL BE INCLUDED.
2. THE CONCRETE WASHOUT SHALL NOT BE PLACED WITHIN 50' OF STORM DRAINS.
3. EXCESS AND SLUMP TEST SOLIDS SHALL BE PLACED ON PLASTIC LINER UNTIL HARDENED. CONTRACTOR MAY CONSIDER INSTALLING WIRE OR REBAR HOOD FOR LATER PICKUP REMOVAL.
4. INSPECTORS SHALL USE THE WASHOUT FACILITY OR PLASTIC FOR CLEANING OF THEIR TOOLS.

**MAINTENANCE NOTES:**

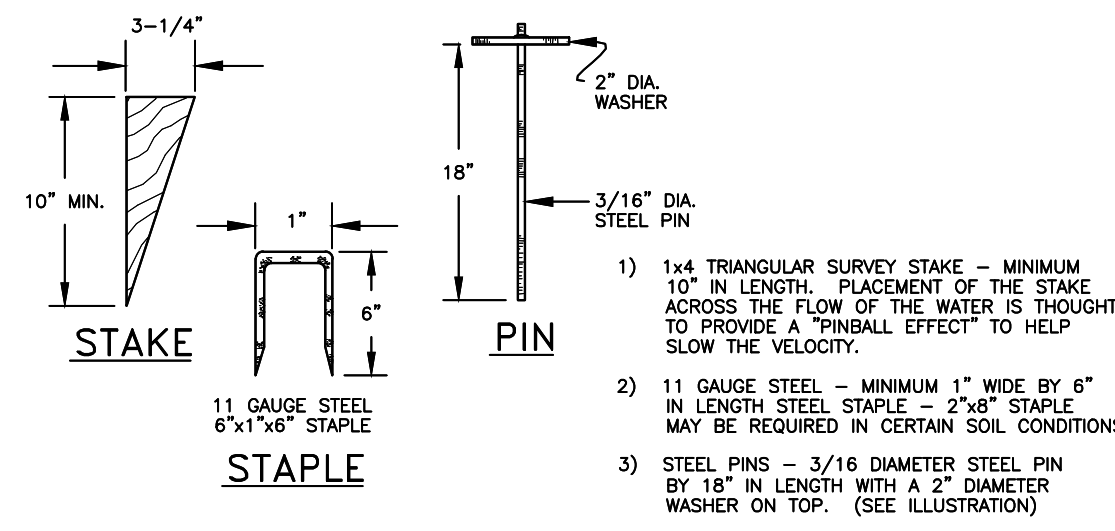
1. CHECK ALL CONCRETE WASHOUT FACILITIES DAILY TO DETERMINE IF THEY HAVE BEEN FILLED TO 75% CAPACITY. THE FACILITY SHALL BE CLEANED OUT OR CHANGED WHEN 75% FULL.
2. INSPECT LINERS DAILY TO ENSURE THAT LINERS ARE INTACT AND SIDEWALLS HAVE NOT BEEN DAMAGED BY CONSTRUCTION ACTIVITIES. LINERS SHALL BE REPLACED IF THERE ARE HOLES OR TEARS OBSERVED.
3. CONCRETE WASTE SHALL BE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN. THE HARDENED CONCRETE SHALL BE BROKEN UP AND DISPOSED OF OFFSITE PER APPLICABLE VA DEQ RULES AND REGULATIONS. LIQUIDS SHALL NOT BE DISCHARGED DIRECTLY INTO WATERWAYS, STORM DRAINS, SWALES, OR DIRECTLY ONTO THE GROUND.
4. REMOVE LIQUIDS OR COVER STRUCTURE BEFORE PREDICTED STORMS TO PREVENT OVERFLOWS.
5. INSTALL A NEW PLASTIC LINER AFTER EVERY CLEANING.

**TYPICAL ORIENTATION OF TREATMENT - 1 (SOIL STABILIZATION BLANKET)**



SOURCE: ADAPTED FROM LUDLOW PRODUCTS BROCHURE PLATE: 3.36-1

**STAKES, STAPLES, & PINS FOR INSTALLATION OF TREATMENT - 2 SOIL STABILIZATION MATTING**



SOURCE: PRODUCT LITERATURE FROM GREENSTREAK, INC. PLATE: 3.36-3

**OUTLET PROTECTION STRUCTURE DATA:**

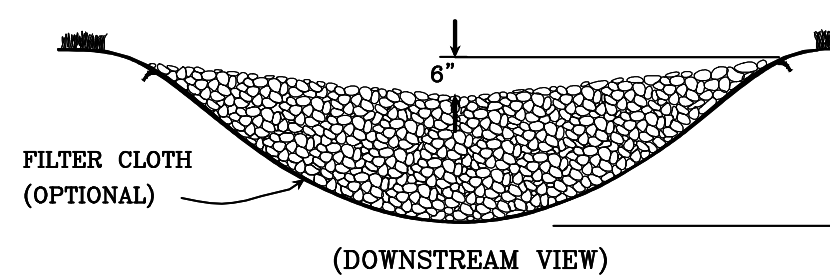
OUTLET PROTECTION (PIPE 19)	OUTLET PROTECTION (PIPE 30)
LENGTH OF APRON=19' (L _a )	LENGTH OF APRON=7.5' (L _a )
WIDTH OF APRON=21.5' (W _a )	WIDTH OF APRON=9.5' (W _a )
MIN CLASS 1 RIP RAP	MIN. CLASS 1A RIP RAP

**OP OUTLET PROTECTION**

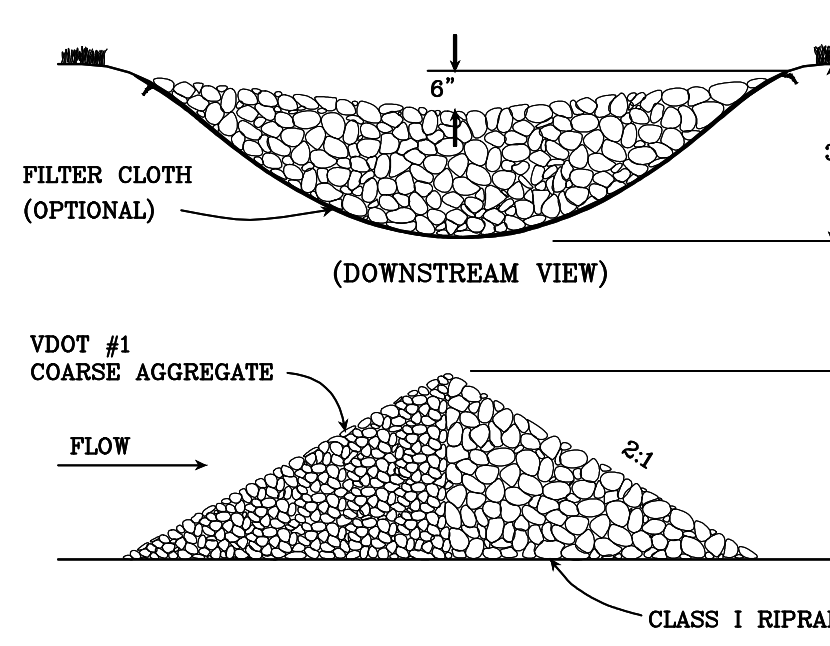
- NOTES
1. Apron lining may be rip-rap, grouted rip-rap, or concrete.
  2. L_a is the length of the rip-rap apron as calculated using plates 3.18d and 3.18e.
  3. d = 1.5 times the maximum stone diameter, but not less than 6".

**ROCK CHECK DAM**

2 ACRES OR LESS OF DRAINAGE AREA:

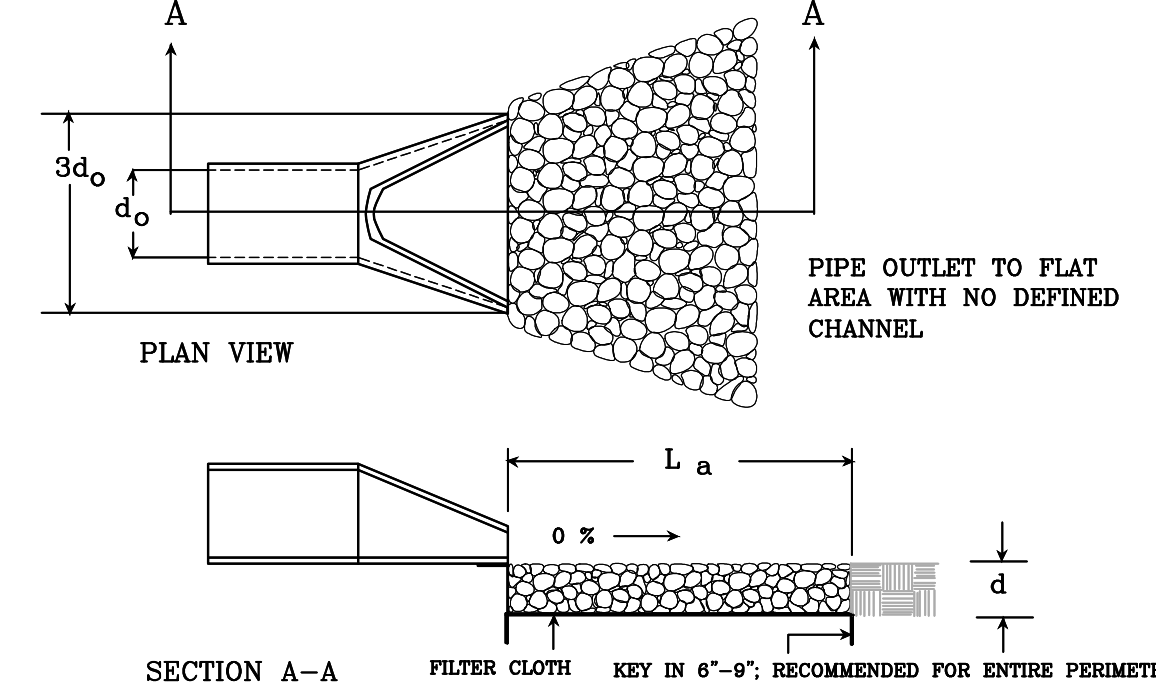


2-10 ACRES OF DRAINAGE AREA:



SOURCE: VA. DSWC PLATE: 3.20-1

**PIPE OUTLET CONDITIONS**



Source: Va. DSWC Plate 3.18-1

**TABLE 3.32-C PERMANENT SEEDING SPECIFICATIONS FOR APPALACHIAN/MOUNTAIN AREA**  
(Revised June 2003)

LAND USE	SEED ¹ SPECIES	APPLICATION RATES
Minimum Care Lawn (Commercial or Residential)	Tall Fescue ¹	90-100%
	Perennial Ryegrass ² Kentucky Bluegrass ³	0-10%
		TOTAL: 200-250 lbs/acre
High-Maintenance Lawn	Minimum of three (3) up to five (5) varieties of Kentucky Bluegrass from approved list for use in Virginia ⁴	TOTAL: 125 lbs/acre
General Slope (3:1 or less)	Tall Fescue ¹	125 lbs/acre
	Red Top Grass or Creeping Red Fescue Seasonal Nurse Crop ²	20 lbs/acre
		TOTAL: 150 lbs/acre
Low-Maintenance Slope (Steeper than 3:1)	Tall Fescue ¹	100 lbs/acre
	Red Top Grass or Creeping Red Fescue Seasonal Nurse Crop ² Crownvetch ³	20 lbs/acre
		TOTAL: 150 lbs/acre

1 - When selecting varieties of turfgrass, use the Virginia Crop Improvement Association (VCIA) recommended turfgrass variety list. Quality seed will bear a label indicating that they are approved by VCIA. A current turfgrass variety list is available at the local County Extension office or through VCIA at 604-746-8844 or at <http://puban.ces.vt.edu/html/Turf/turfpublicationspublications2.html>

2 - Perennial Ryegrass will germinate faster and at lower soil temperatures than Tall Fescues, thereby providing cover and erosion resistance for seedbed.

3 - Use seasonal nurse crop in accordance with seeding dates as stated below:

March, April - May 15 th	Annual Rye
May 16 th - August 15 th	Foral Millet
August 16 th - September, October	Annual Rye
November - February	Winter Rye

4 - All legume seed must be properly inoculated. If Palpa is used, increase to 30 lbs/acre. If Weeping Lovegrass is used, include in any slope or low maintenance mature during warmer seeding periods, increase to 30-40 lbs/acre.

**FERTILIZER & LIME**

- Apply 10-20-10 fertilizer at a rate of 500 lbs./acre (or 12 lbs./1,000 sq. ft.)
- Apply Pulverized Agricultural Limestone at a rate of 2 tons/acre (or 90 lbs./1,000 sq. ft.)

**NOTE:**

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

**PS PERMANENT SEEDING SPECIFICATIONS**

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

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

**FERTILIZER & LIME**

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

**NOTE:**

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

**TS TEMPORARY SEEDING SPECIFICATIONS**

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

C. When applying maintenance fertilizer on established sod,

Month	Type of Grass			
	Tall Fescue Perennial Rye	Kentucky Bluegrass	Bermudagrass	Zoysiagrass
September	1	0	0	0
October	1	1	0	0
Early November	0	0	0	0
April	0	0	0	0
May	0-0.5	0-0.05	1	1
June	0	0	1	0
July/August	0	0	0	1
Yearly Lbs. N/1000 sf	2.5	2.5	2	2

**Pounds of nitrogen per 1,000 sq. ft. if the fertilizer is more than 50 percent WIN**

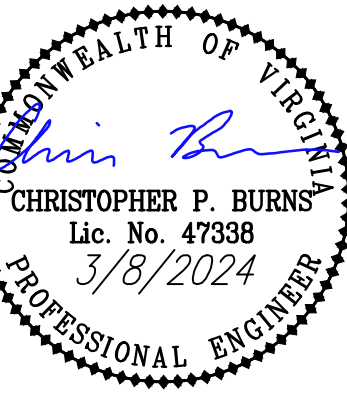
Month	Type of Grass			
	Tall Fescue Perennial Rye	Kentucky Bluegrass	Bermudagrass	Zoysiagrass
August 15	1.5	1.5	0	0
October 1	1.5	1.5	0	0
April	0	0	1.5	1.5
May 15	0	0	0	0
June	0	0	1.5	1.5
Yearly Lbs. N/1000 sf	3	3	3	3

**FERTILIZER SPECIFICATIONS AND RATES FOR MANAGEMENT**



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PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

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Roanoke, VA 24018  
540.772.9580



140 VISTA CENTRE WAREHOUSE EXPANSION

ESC DETAILS II

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: N/A  
REVISIONS:  
3/8/2024

**C7.5**  
PROJECT NO. 04230039.00





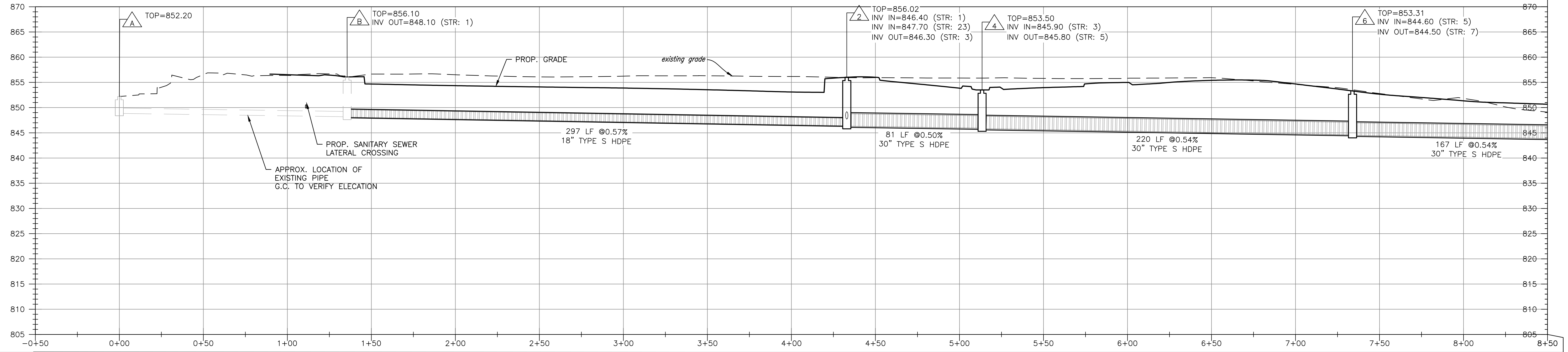
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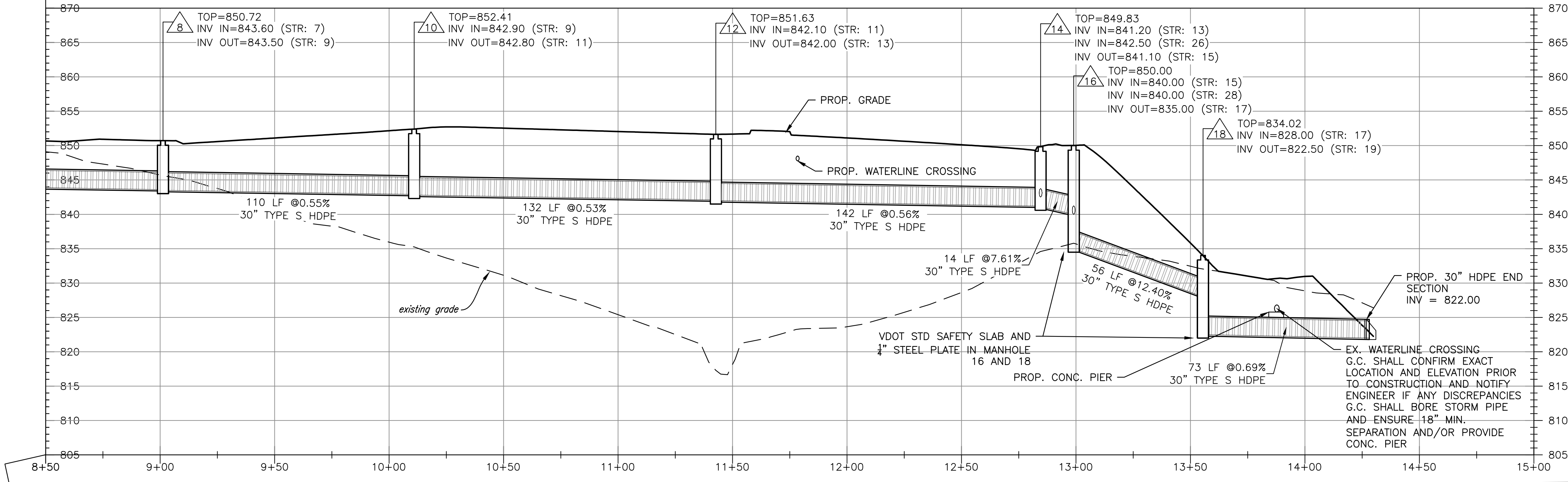
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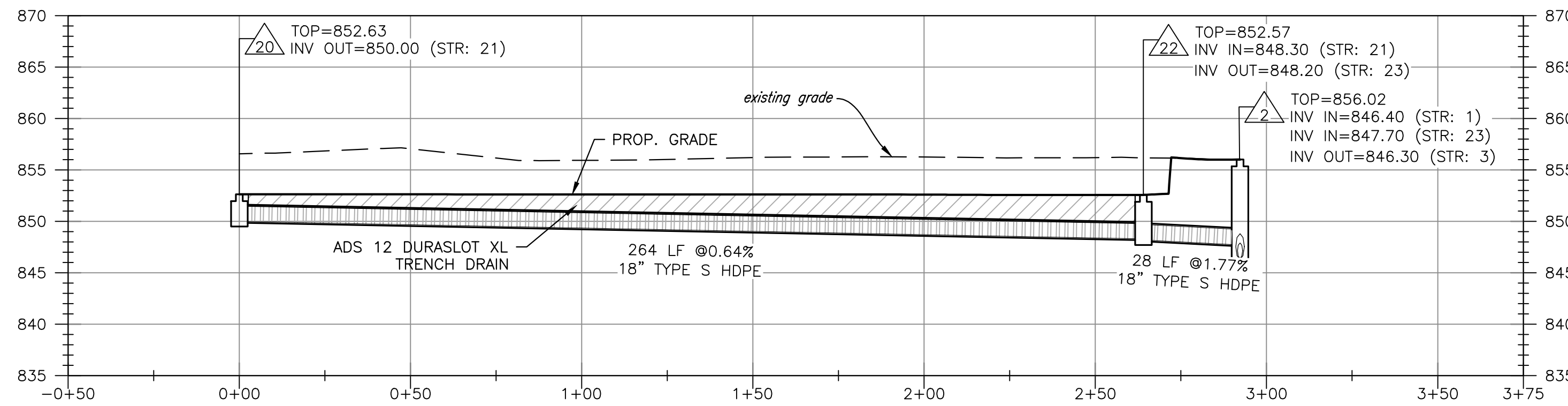
STORM 1 - 17 PROFILE



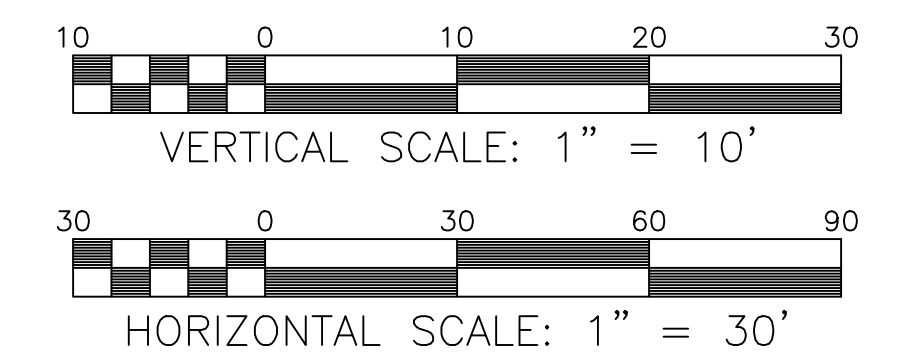
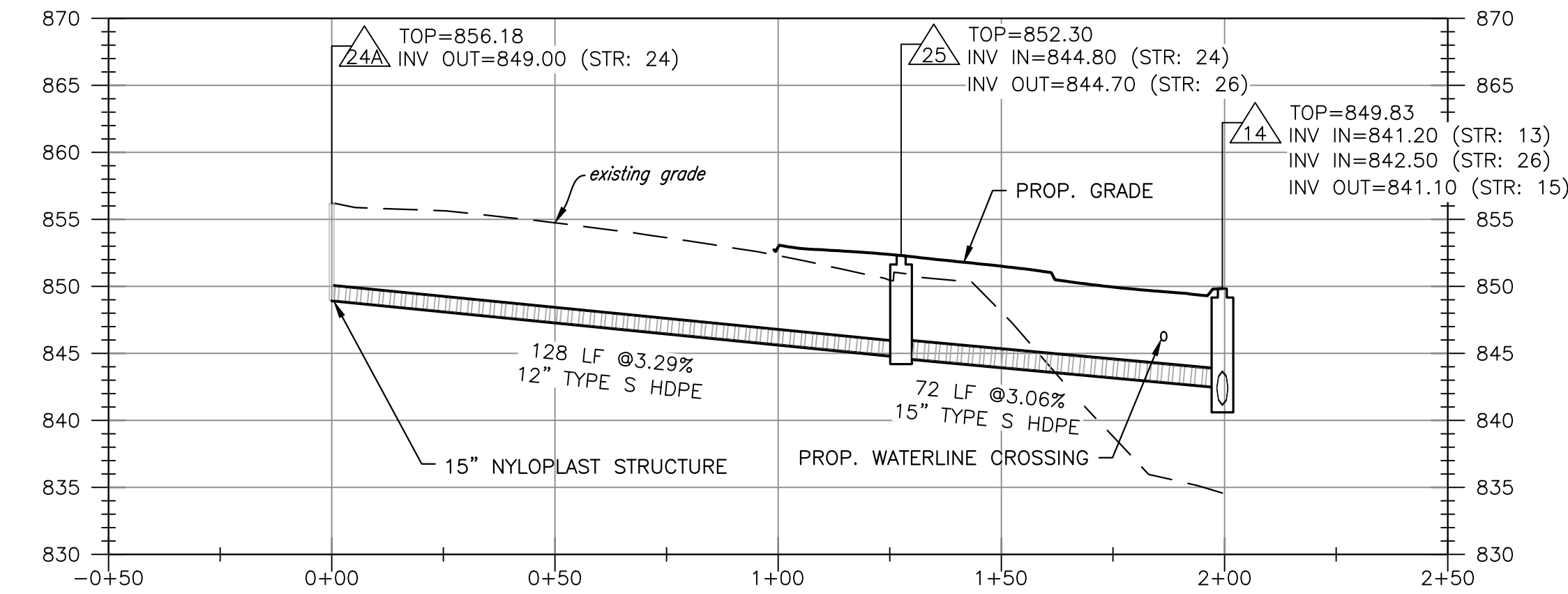
STORM 1 - 17 PROFILE



STORM 18 - 2 PROFILE



STORM 22A - 14 PROFILE



140 VISTA CENTRE WAREHOUSE EXPANSION

UTILITY PROFILES I

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: AS SHOWN  
REVISIONS:  
3/8/2024

**C8.1**  
PROJECT NO. 04230039.00

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1208 Corporate Circle  
Roanoke, VA 24018  
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**140 VISTA CENTRE WAREHOUSE EXPANSION**

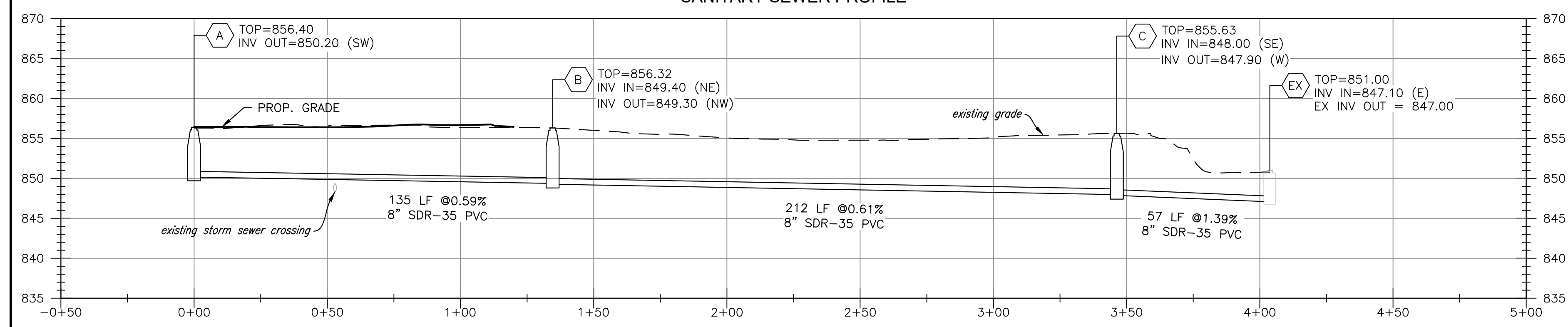
UTILITY PROFILES II

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

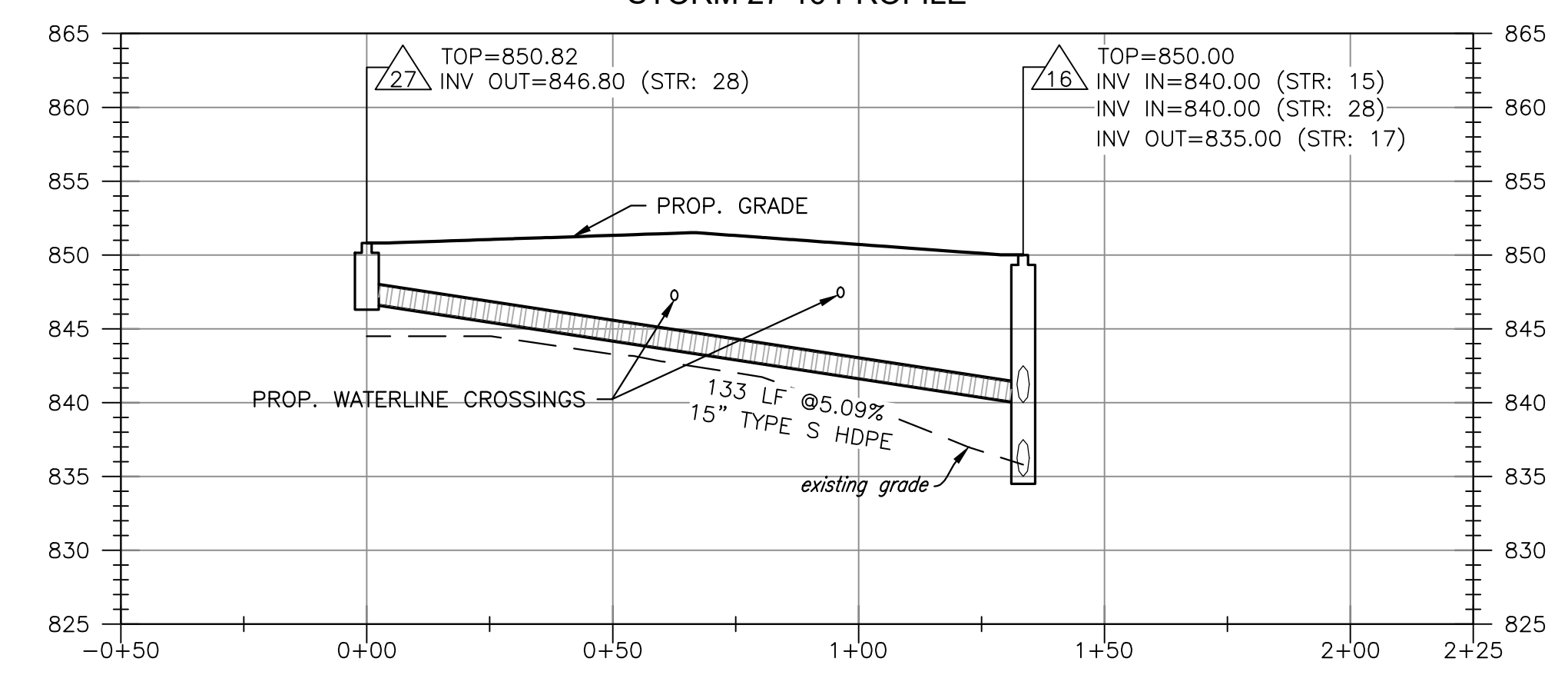
DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: AS SHOWN  
REVISIONS:  
3/8/2024

**C8.2**  
PROJECT NO. 04230039.00

**SANITARY SEWER PROFILE**



**STORM 27-16 PROFILE**



**SANITARY SEWER SCHEDULE:**

- Ⓐ PRIVATE S.S. MANHOLE  
TOP = 854.40  
INV. IN = 850.30  
INV. OUT = 850.20
- Ⓐ Ⓞ 135 LF OF 8" SDR-35 PVC AT 0.59% (PRIVATE)
- Ⓑ PRIVATE S.S. MANHOLE  
TOP = 856.32  
INV. IN = 849.40  
INV. OUT = 849.30
- Ⓑ Ⓞ 212 LF OF 8" SDR-35 PVC AT 0.61% (PRIVATE)
- Ⓒ PRIVATE S.S. MANHOLE  
TOP = 855.63  
INV. IN = 848.00  
INV. OUT = 847.90
- Ⓒ Ⓞ 57 LF OF 8" SDR-35 PVC AT 1.39% (PRIVATE)
- Ⓔ EX. PUBLIC S.S. MANHOLE  
EX. TOP = 851.00  
NEW INV. IN = 847.10  
EX. INV. OUT = 847.00

**NOTES:**  
1. G.C. TO CONFIRM & COORDINATE ALL BUILDING TIE-IN LOCATIONS WITH M.E.P. AND ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION OF LATERALS.  
2. G.C. TO CONFIRM ALL TIE-IN LOCATIONS TO EXISTING LINES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.  
3. 6" SANITARY SEWER LATERAL SHALL BE INSTALLED AT MIN. 1.04% SLOPE PER BUILDING CODE. G.C. SHALL ENSURE THAT HTIS MIN. SLOPE IS MAINTAINED.

STORM SCHEDULE											
STR#	TYPE	NOSE	TOP ELEV.	HEIGHT	LENGTH	DIAMETER	MATERIAL	SLOPE	INV. IN	INV. OUT	COMMENTS
1					297.35	18"	HDPE (TYPE S)	0.57%	848.10	846.40	
2	48" MH-2		856.02	9.72							IS-1, ST-1
3					80.52	30"	HDPE (TYPE S)	0.50%	846.30	845.90	
4	DI-1		853.50	7.70							IS-1, ST-1
5					220.45	30"	HDPE (TYPE S)	0.54%	845.80	844.60	
6	48" MH-2		853.31	8.81							ROOF DRAINAGE, IS-1, ST-1
7					167.35	30"	HDPE (TYPE S)	0.54%	844.50	843.60	
8	DI-3C	TYPE B	850.72	7.22	12.00						IS-1, ST-1
9					109.72	30"	HDPE (TYPE S)	0.55%	843.50	842.90	
10	48" MH-2		852.41	9.61							ROOF DRAINAGE, IS-1, ST-1
11					131.74	30"	HDPE (TYPE S)	0.53%	842.80	842.10	
12	48" MH-2		851.63	9.63							ROOF DRAINAGE, IS-1, ST-1
13					141.82	30"	HDPE (TYPE S)	0.56%	842.00	841.20	
14	DI-3CC	TYPE B	849.83	8.73	10.00						IS-1, ST-1
15					14.46	30"	HDPE (TYPE S)	7.61%	841.10	840.00	
16	DI-3CC	TYPE B	850.00	15.00	10.00						IS-1, ST-1
17					56.47	30"	HDPE (TYPE S)	12.40%	835.00	828.00	
18	48" MH-2		834.02	11.52							IS-1, ST-1
19					72.59	30"	HDPE (TYPE S)	0.69%	822.50	822.00	
20	48" MH-2		852.63	2.63							Duraslot trench drain, IS-1
21					264.04	18"	HDPE (TYPE S)	0.64%	850.00	848.30	Duraslot Trench Drain
22	48" MH-2		852.57	4.37							ROOF DRAINAGE, IS-1, ST-1
23					28.22	18"	HDPE (TYPE S)	1.77%	848.20	847.70	
24					127.55	12"	HDPE (TYPE S)	3.29%	849.00	844.80	
24A	15" NYLOPLAST DRAIN BASIN		856.18	7.18							ROOF DRAINAGE, ROOF LEADER TRUNKLINE, Roof Leader Trunkline, IS-1, ST-1
25	48" MH-2		852.30	7.60							
26					71.98	15"	HDPE (TYPE S)	3.06%	844.70	842.50	
27	DI-3C	TYPE B	850.82	4.02	12.00						IS-1, ST-1
28					133.48	15"	HDPE (TYPE S)	5.09%	846.80	840.00	
29	48" MH-2		823.21	3.21							IS-1
30					77.22	30"	HDPE (TYPE S)	7.77%	820.00	814.00	

**NOTES:**  
1. VDOT ST'D IS-1 INLET SHAPING SHALL BE PROVIDED IN ALL PROPOSED STRUCTURES  
2. NON-SHRINK GROUT SHALL BE USED FOR ALL STORM SEWER PIPE CONNECTIONS  
3. EXCAVATE TRENCHES TO UNIFORM WIDTH CONFORMING TO VDOT STANDARD PB-1 DETAIL FOR STORM PIPING

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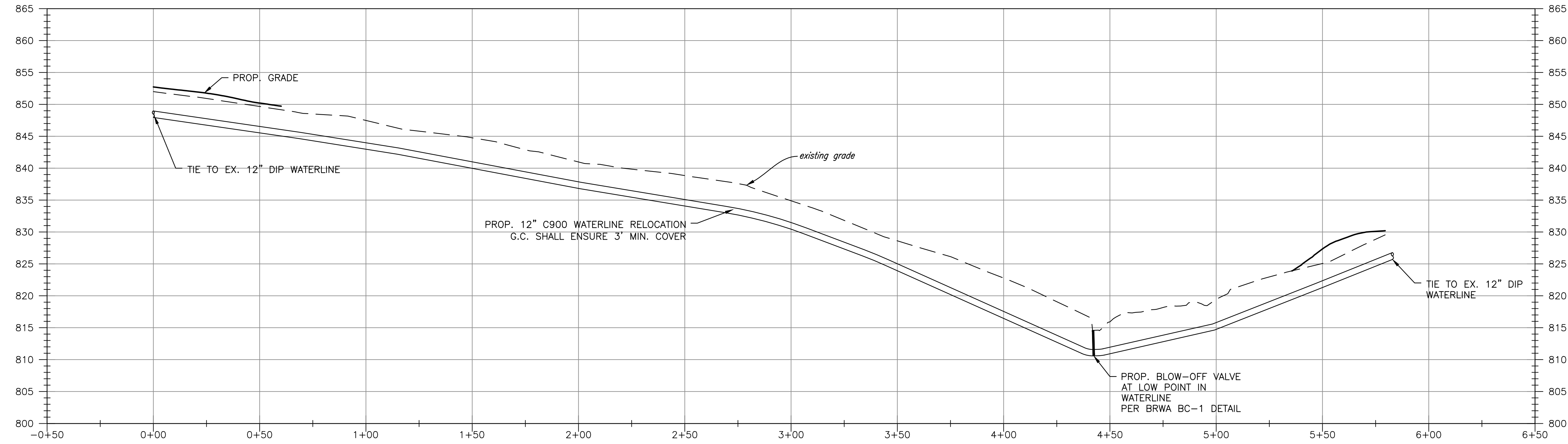
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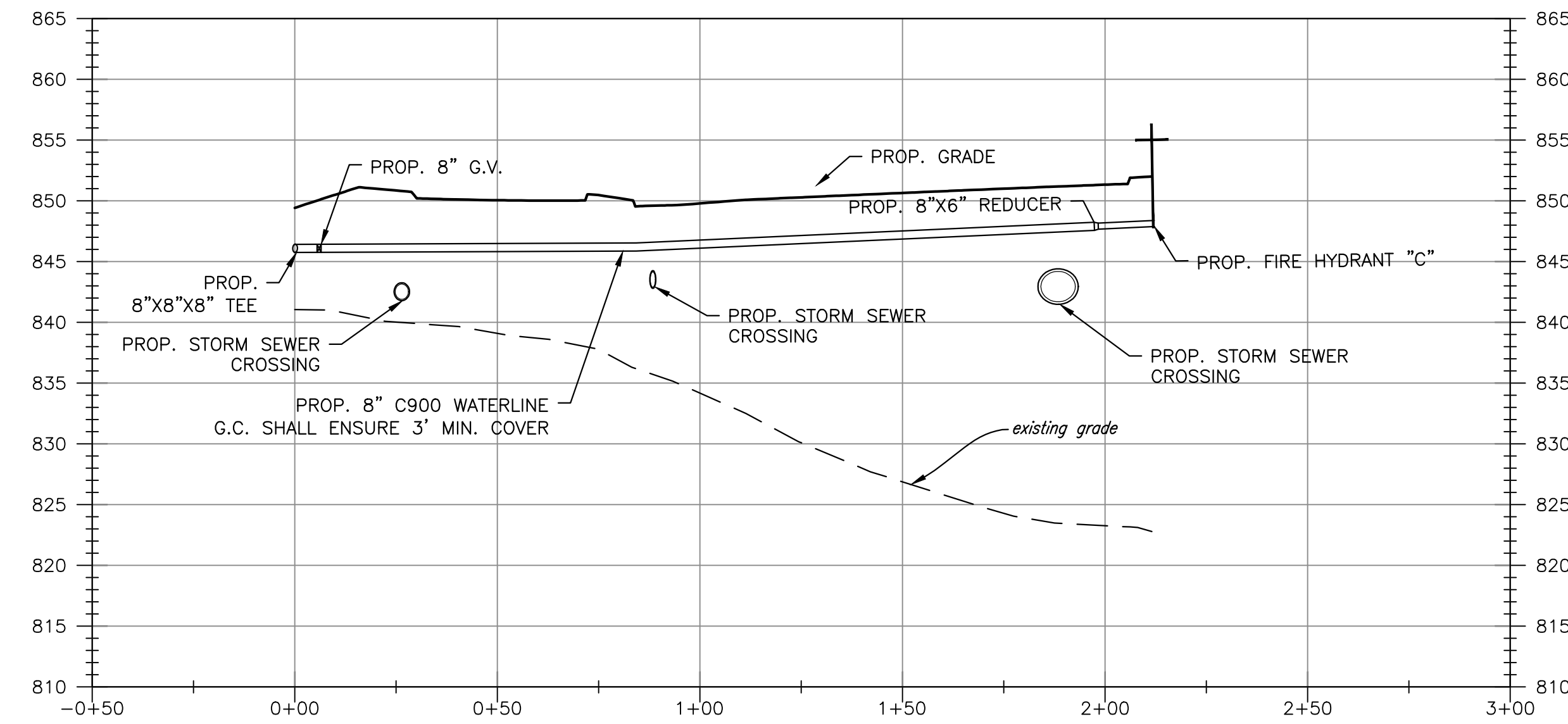
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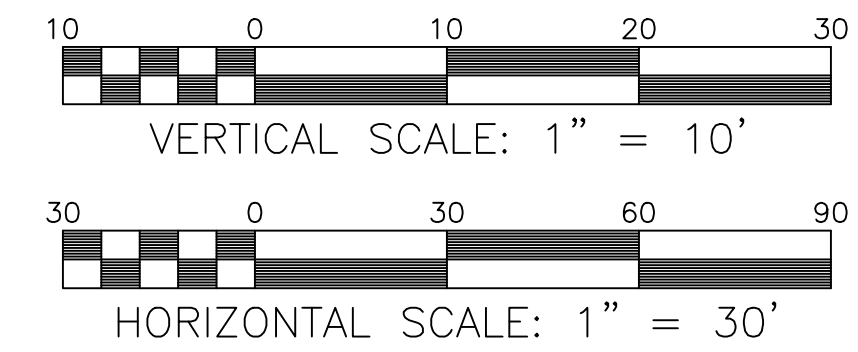
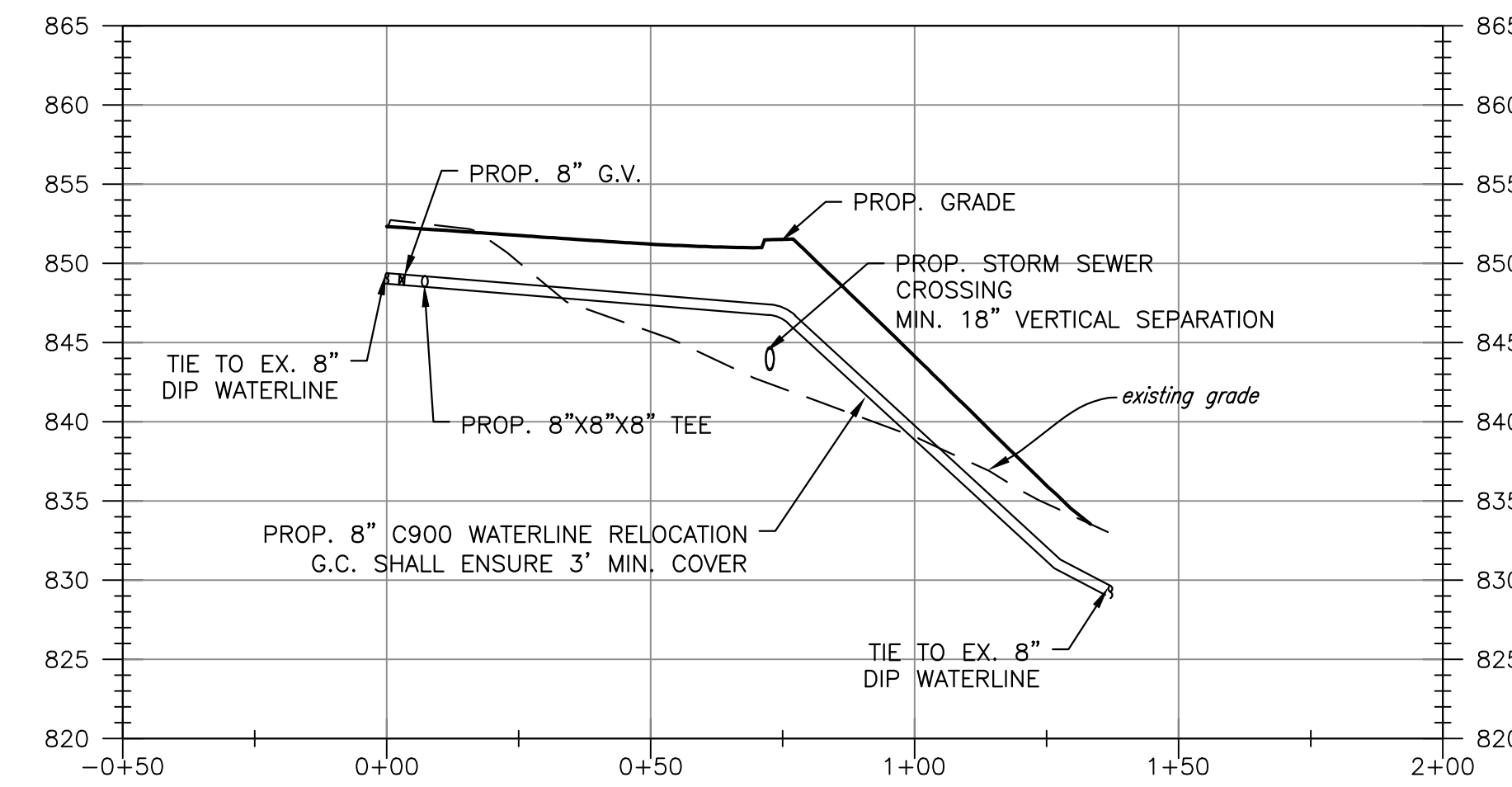
### WATERLINE RELOCATION PROFILE



### FIRE HYDRANT WATERLINE PROFILE



### 8 INCH WATERLINE RELOCATION PROFILE



## 140 VISTA CENTRE WAREHOUSE EXPANSION

### UTILITY PROFILES III

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: AS SHOWN  
REVISIONS:  
3/8/2024

# C8.3

PROJECT NO. 04230039.00

**GEOTECHNICAL TESTING REQUIREMENTS**

PRIOR TO CONSTRUCTION OF THE EMBANKMENT, A GEOTECHNICAL ENGINEER SHALL PERFORM AN EVALUATION OF EXISTING SITE CONDITIONS AND THE PROPOSED DESIGN. THE EVALUATION SHALL INCLUDE THE FOLLOWING AT A MINIMUM:

1. DETERMINE THE PHYSICAL CHARACTERISTICS OF THE EXCAVATED MATERIAL TO DETERMINE ITS ADEQUACY AS STRUCTURAL FILL OR OTHER USE.
2. CONFIRM THE NEED AND APPROPRIATE DESIGN DEPTH OF THE EMBANKMENT CUTOFF TRENCH.
3. EVALUATE THE STABILITY OF THE PROPOSED EMBANKMENT.
4. EVALUATE AND DETERMINE ANY ADDITIONAL REQUIREMENTS ASSOCIATED WITH THE DESIGN AND INSTALLATION OF THE OUTLET STRUCTURE AND PIPING.
5. DETERMINE ANY AFFECTS OF GROUNDWATER AND BEDROCK ON THE DESIGN, AND
6. EVALUATE POTENTIAL INFILTRATION LOSSES (AND THE POTENTIAL NEED FOR A LINER).

ALL RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL BE DOCUMENTED AND FOLLOWED ON-SITE. THE GEOTECHNICAL ENGINEER SHALL BE PRESENT DURING CONSTRUCTION OF THE EMBANKMENT AND PONDS AND SHALL DOCUMENT COMPLIANCE WITH PLANS AND GEOTECHNICAL RECOMMENDATIONS.

**SECTION A-11: EMBANKMENT CONSTRUCTION SEQUENCE AND INSPECTION**

THE CONSTRUCTION SPECIFICATIONS FOR EARTHEN EMBANKMENTS OUTLINED BELOW SHOULD BE CONSIDERED AS MINIMUM GUIDELINES, WITH THE UNDERSTANDING THAT MORE STRINGENT SPECIFICATIONS MAY BE REQUIRED DEPENDING UPON INDIVIDUAL SITE CONDITIONS, AS EVALUATED BY THE GEOTECHNICAL ENGINEER. IN GENERAL, WIDELY ACCEPTED CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR EMBANKMENTS, SUCH AS THOSE DEVELOPED BY THE USDA SOIL CONSERVATION SERVICE OR THE U. S. ARMY CORPS OF ENGINEERS, SHOULD BE FOLLOWED. FURTHER GUIDANCE CAN BE FOUND IN THE USDA-NRCS ENGINEERING FIELD MANUAL AND NATIONAL ENGINEERING HANDBOOK. SPECIFICATIONS FOR THE EMBANKMENT WORK SHOULD CONFORM TO THE METHODS AND PROCEDURES INDICATED FOR INSTALLING EARTHWORK, CONCRETE, REINFORCING STEEL, PIPE, WATER GATES, METAL WORK, WOODWORK AND MASONRY, AS THEY APPLY TO THE SITE AND THE PURPOSE OF THE STRUCTURE. THE CONSTRUCTION MUST ALSO SATISFY ALL ROANOKE COUNTY REQUIREMENTS.

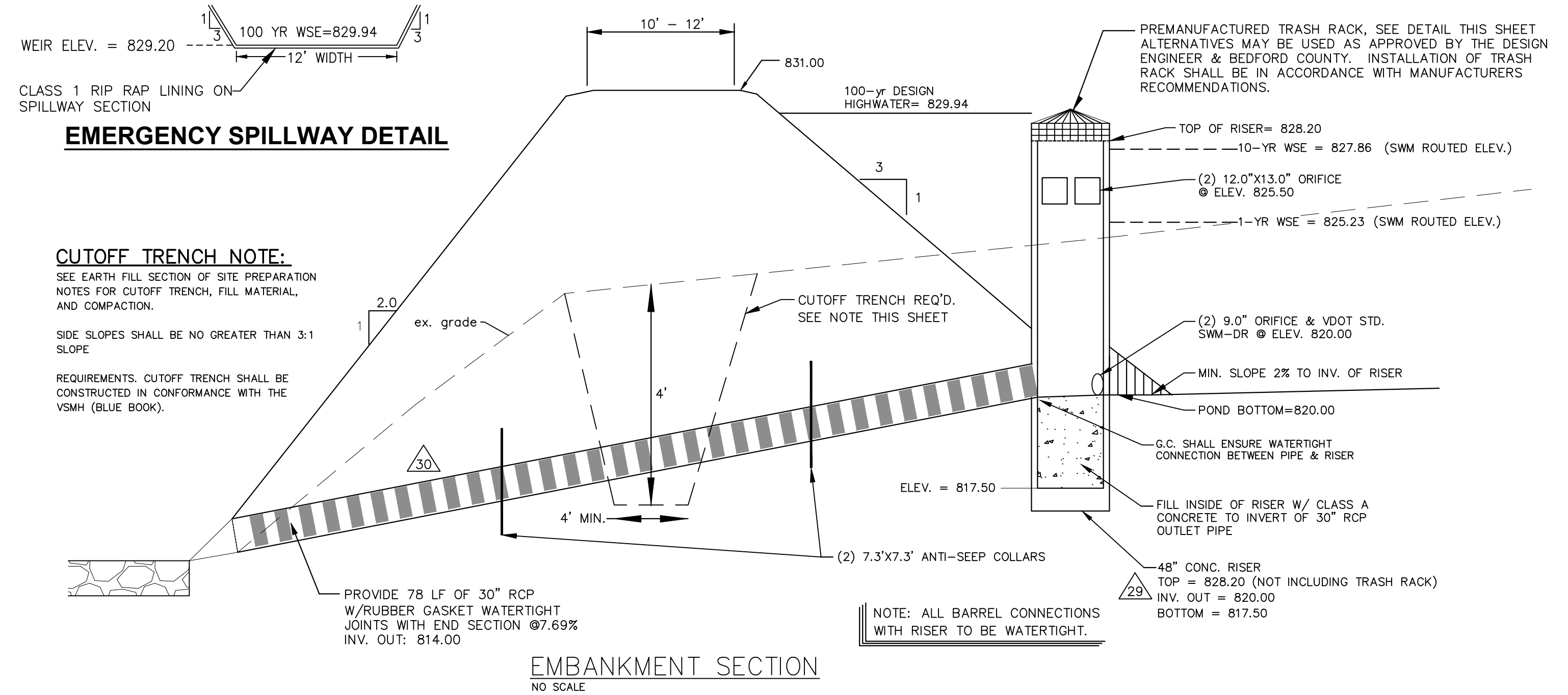
**SITE PREPARATION**

AREAS DESIGNATED FOR BORROW SITES, EMBANKMENT CONSTRUCTION, AND STRUCTURAL WORK SHOULD BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL. ALL TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL SHOULD BE REMOVED. ALL CLEARED AND GRUBBED MATERIAL SHOULD BE DISPOSED OF OUTSIDE THE LIMITS OF THE EMBANKMENT AND RESERVOIR, AS DIRECTED BY THE OWNER OR HIS REPRESENTATIVE. WHEN SPECIFIED, A SUFFICIENT QUANTITY OF TOPSOIL SHOULD BE STOCKPILED IN A SUITABLE LOCATION FOR USE ON THE EMBANKMENT AND OTHER DESIGNATED AREAS.

1. MATERIAL - FILL MATERIAL SHOULD BE TAKEN FROM AN APPROVED, DESIGNATED BORROW AREA. IT SHOULD BE FREE OF ROOTS, STUMPS, WOOD, RUBBISH, STONES GREATER THAN 6 INCHES, AND FROZEN OR OTHER OBJECTIONABLE MATERIALS. FILL MATERIAL FOR THE CENTER OF THE EMBANKMENT AND THE CUTOFF TRENCH SHOULD CONFORM TO UNIFIED SOIL CLASSIFICATION GC, SC, OR CL AND SHALL BE EVALUATED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO USE. CONSIDERATION MAY BE GIVEN TO THE USE OF OTHER MATERIALS IN THE EMBANKMENT BASED ON THE RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER.
2. PLACEMENT - AREAS ON WHICH FILL IS TO BE PLACED SHOULD BE SCARIFIED BEFORE IT IS PLACED. FILL MATERIAL SHOULD BE PLACED IN LAYERS A MAXIMUM OF 8 INCHES THICK (BEFORE COMPACTION), WHICH SHOULD BE CONTINUOUS OVER THE ENTIRE LENGTH OF THE FILL. THE MOST PERMEABLE BORROW MATERIAL SHOULD BE PLACED IN THE DOWNSTREAM PORTIONS OF THE EMBANKMENT. THE PRINCIPAL SPILLWAY MUST BE INSTALLED CONCURRENTLY WITH FILL PLACEMENT AND NOT EXCAVATED INTO THE EMBANKMENT.
3. COMPACTION - FILL MATERIAL SHOULD BE COMPACTED WITH APPROPRIATE COMPACTION EQUIPMENT SUCH AS A SHEEPSFOOT, RUBBER-TIRED OR VIBRATORY ROLLER. THE NUMBER OF REQUIRED PASSES BY THE COMPACTION EQUIPMENT OVER THE FILL MATERIAL MAY VARY WITH SOIL CONDITIONS. FILL MATERIAL SHOULD CONTAIN SUFFICIENT MOISTURE SUCH THAT THE REQUIRED DEGREE OF COMPACTION WILL BE OBTAINED WITH THE EQUIPMENT USED. THE MINIMUM REQUIRED DENSITY IS 95% OF MAXIMUM DRY DENSITY WITH A MOISTURE CONTENT 2% OF THE OPTIMUM, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER. EACH LAYER OF THE FILL SHOULD BE COMPACTED AS NECESSARY TO OBTAIN MINIMUM DENSITY AND THE GEOTECHNICAL ENGINEER SHALL MONITOR AND CERTIFY, AT THE TIME OF CONSTRUCTION, THAT EACH FILL LAYER MEETS THE MINIMUM DENSITY REQUIREMENT. ALL COMPACTION IS TO BE DETERMINED BY EITHER STANDARD PROCTOR TEST (ASTM D698) OR THE MODIFIED PROCTOR TEST (ASTM D1557) AS DIRECTED BY THE GEOTECHNICAL ENGINEER BASED ON SITE AND SOIL CONDITIONS AND THE SIZE AND TYPE OF STRUCTURE BEING BUILT.
4. CUTOFF TRENCH - THE CUTOFF TRENCH SHOULD BE EXCAVATED INTO EXISTING MATERIAL ALONG OR PARALLEL TO THE CENTERLINE OF THE EMBANKMENT AS SHOWN ON THE PLANS AND AS DIRECTED BY THE GEOTECHNICAL ENGINEER. THE EQUIPMENT USED FOR EXCAVATION SHOULD GOVERN THE BOTTOM WIDTH OF THE TRENCH, WITH THE MINIMUM WIDTH BEING 4 FEET. THE DEPTH SHOULD BE AT LEAST 4 FEET BELOW EXISTING GRADE OR AS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER. THE SIDE SLOPES OF THE TRENCH SHOULD BE 1H:1V OR FLATTER. THE BACKFILL SHOULD BE COMPACTED WITH CONSTRUCTION EQUIPMENT, ROLLERS, OR HAND TAMPERS TO ASSURE MAXIMUM DENSITY.
5. TOP SOIL - THE SURFACE LAYER OF COMPACTED FILL SHOULD BE SCARIFIED PRIOR TO PLACEMENT OF AT LEAST 6 INCHES OF TOPSOIL. THE TOPSOIL SHALL BE STABILIZED IN ACCORDANCE WITH THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION, AND THE REQUIREMENTS OF THE PLANS.

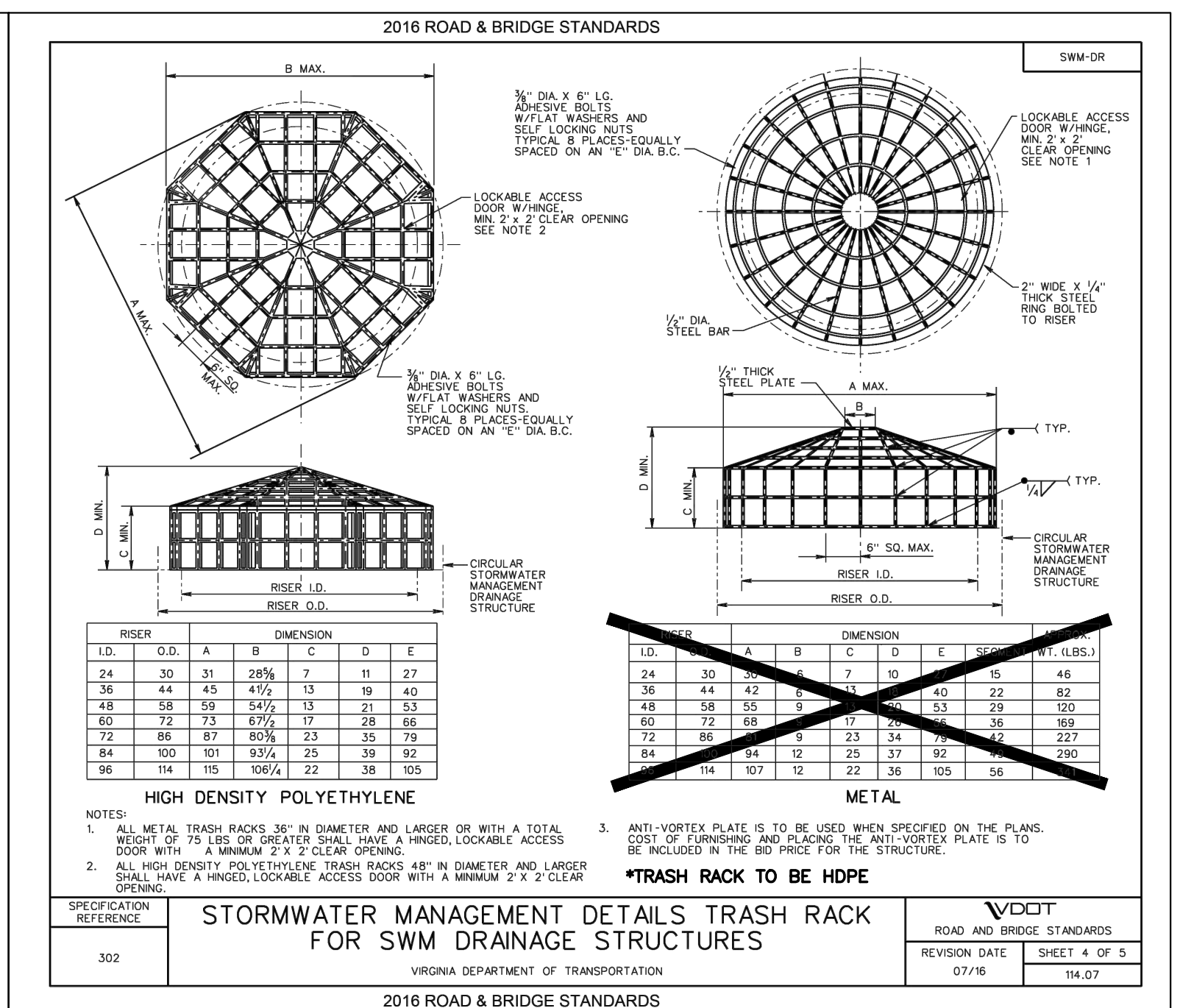
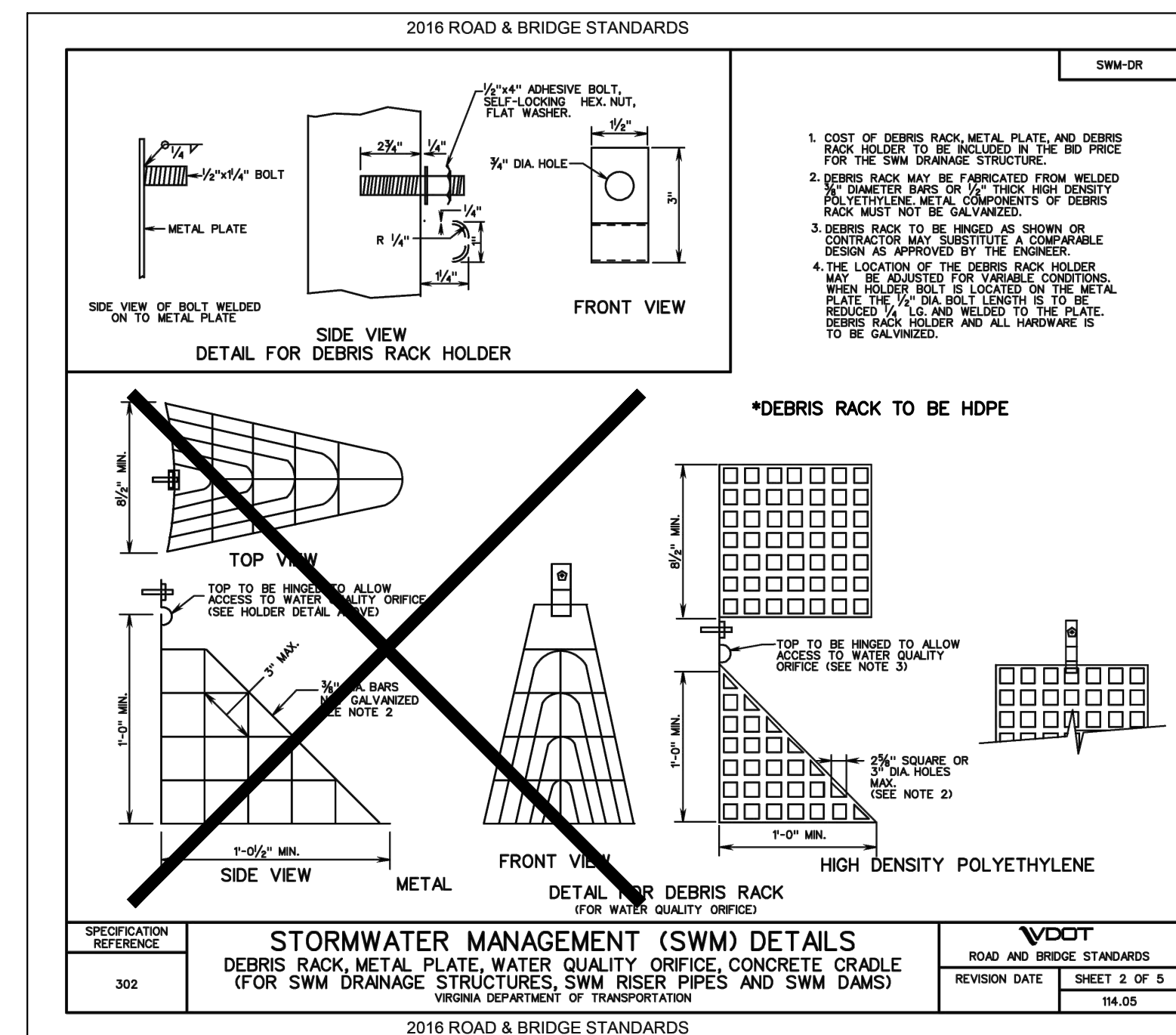
**STRUCTURE AND CONDUIT BACKFILL**

BACKFILL THAT IS BESIDE PIPES OR STRUCTURES SHOULD BE OF THE SAME TYPE AND QUALITY AS SPECIFIED FOR THE ADJOINING FILL MATERIAL. THE FILL SHOULD BE PLACED IN HORIZONTAL LAYERS NOT TO EXCEED 4 INCHES IN THICKNESS AND COMPACTED BY HAND TAMPERS OR OTHER MANUALLY DIRECTED COMPACTION EQUIPMENT. THE MATERIAL SHOULD COMPLETELY FILL ALL SPACES UNDER AND BESIDE THE PIPE. DURING THE BACKFILLING OPERATION, EQUIPMENT SHOULD NOT BE DRIVEN CLOSER THAN 4 FEET, AS MEASURED HORIZONTALLY, TO ANY PART OF A STRUCTURE. ALSO, EQUIPMENT SHOULD NEVER BE DRIVEN OVER ANY PART OF A STRUCTURE OR PIPE, UNLESS COMPACTED FILL HAS BEEN PLACED TO A DEPTH SPECIFIED BY THE STRUCTURAL LIVE LOAD CAPACITY OF THE STRUCTURE OR PIPE IN ORDER TO ADEQUATELY DISTRIBUTE THE LOAD.



**EMBANKMENT SECTION**  
NO SCALE

**S.W.M. POND #1 DETAIL**



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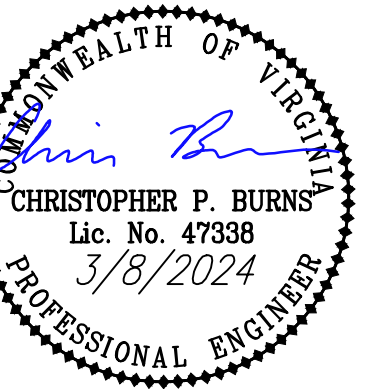


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540.772.9580



140 VISTA CENTRE WAREHOUSE EXPANSION

SWM DETAILS

140 VISTA CENTRE DR  
BEDFORD COUNTY, VA

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: N/A  
REVISIONS:  
3/8/2024



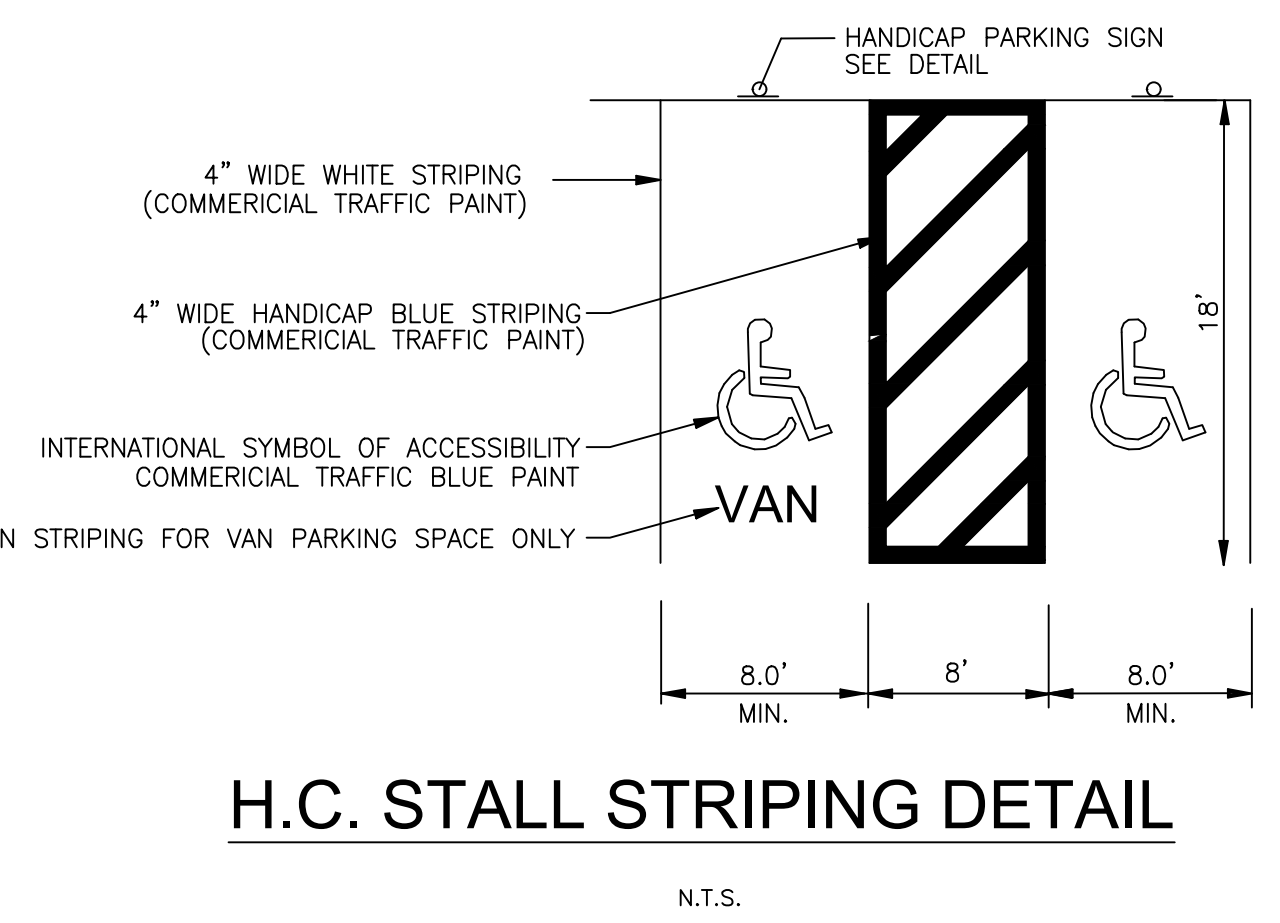
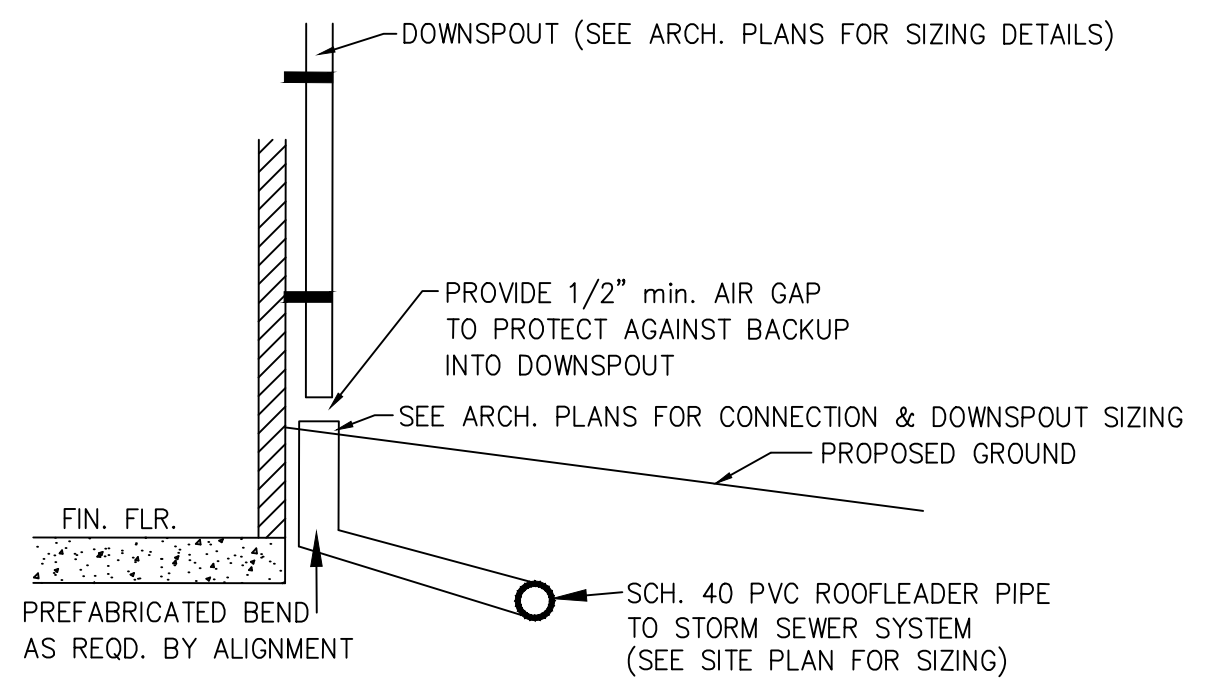
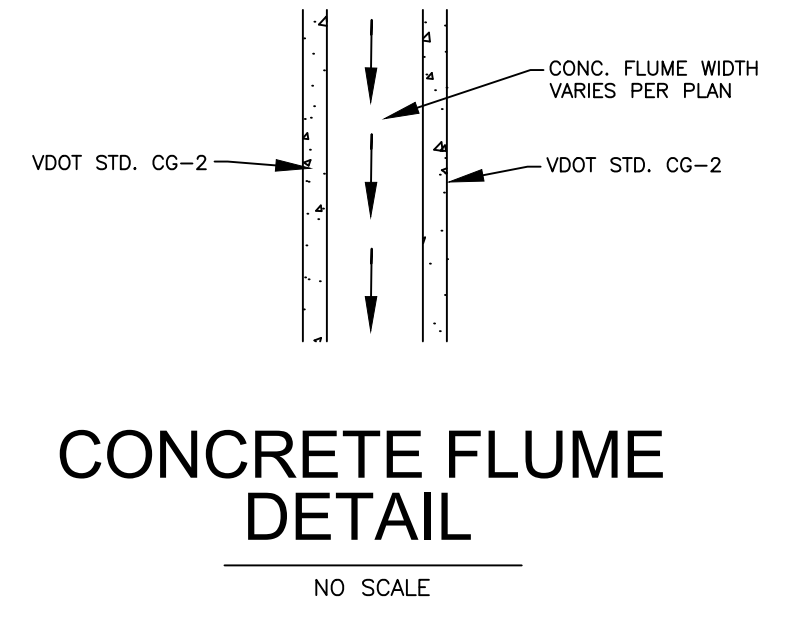
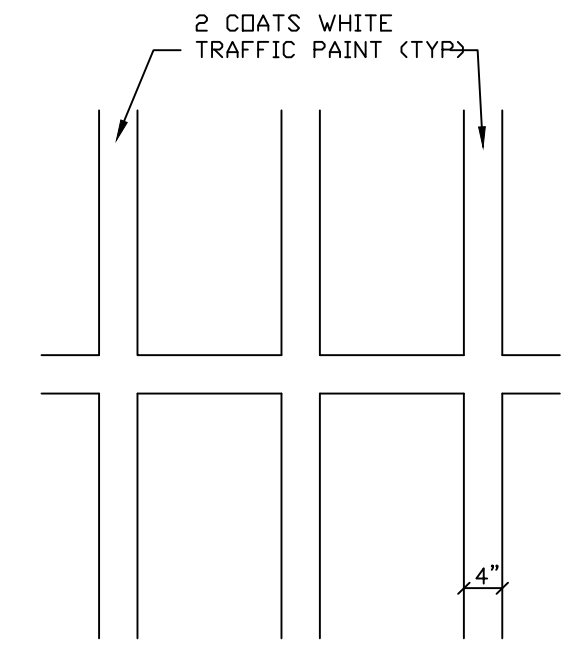
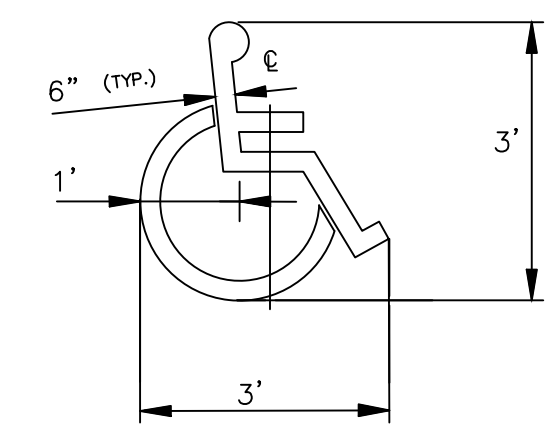
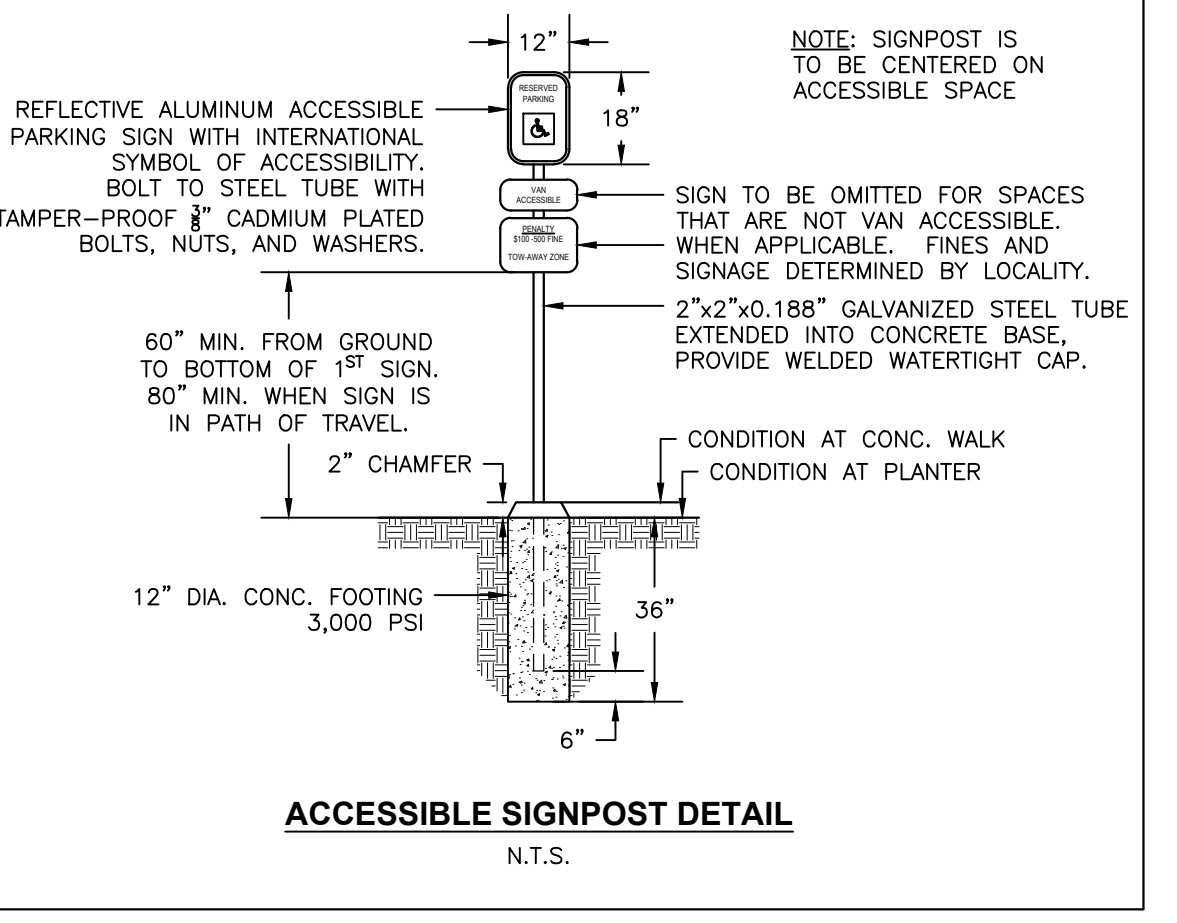
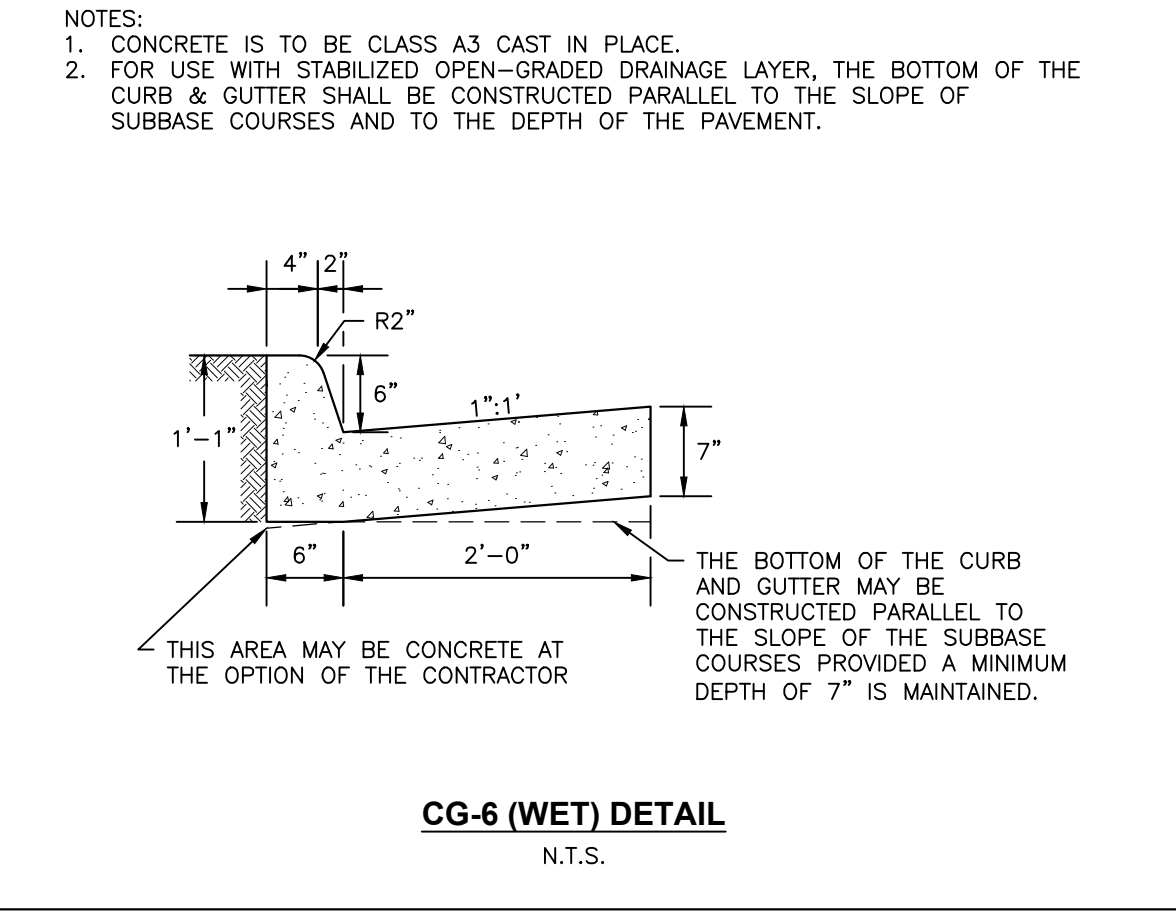
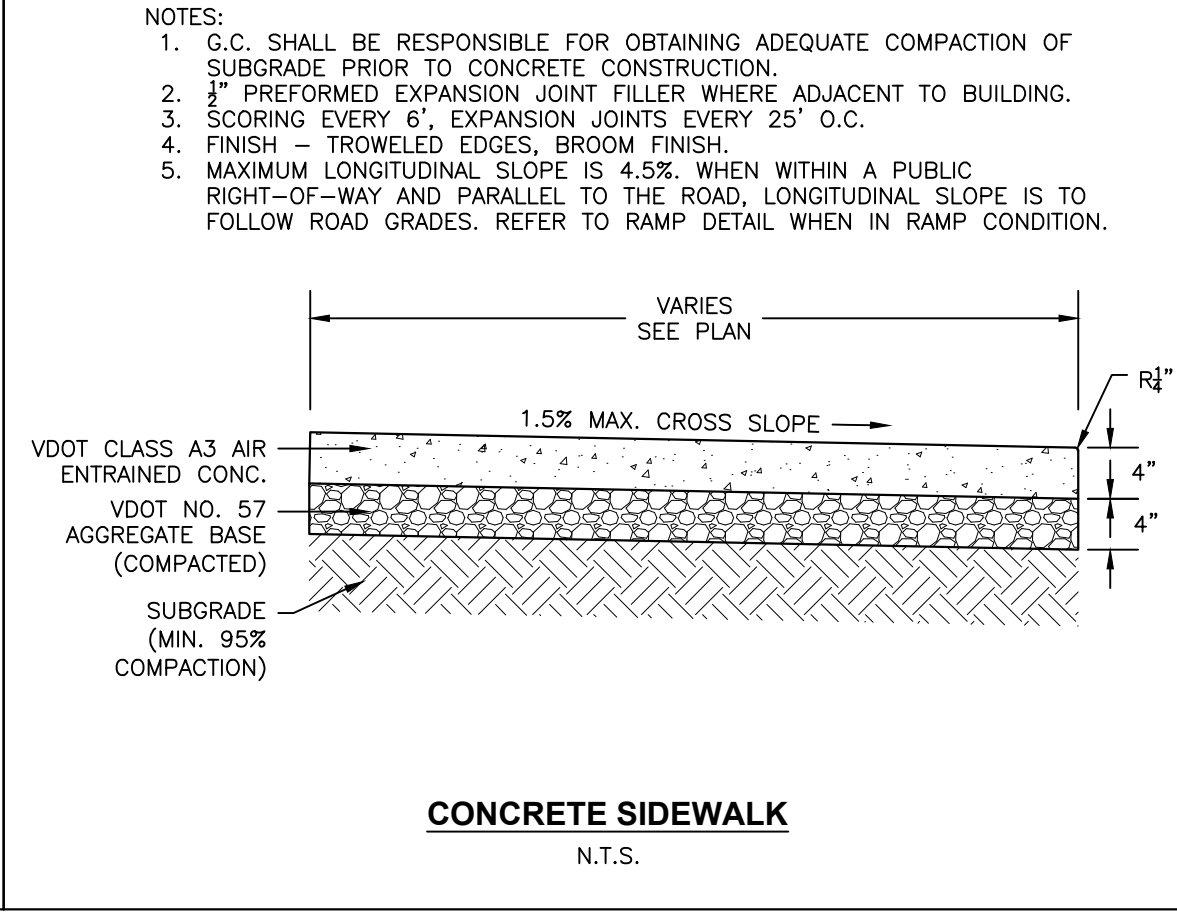
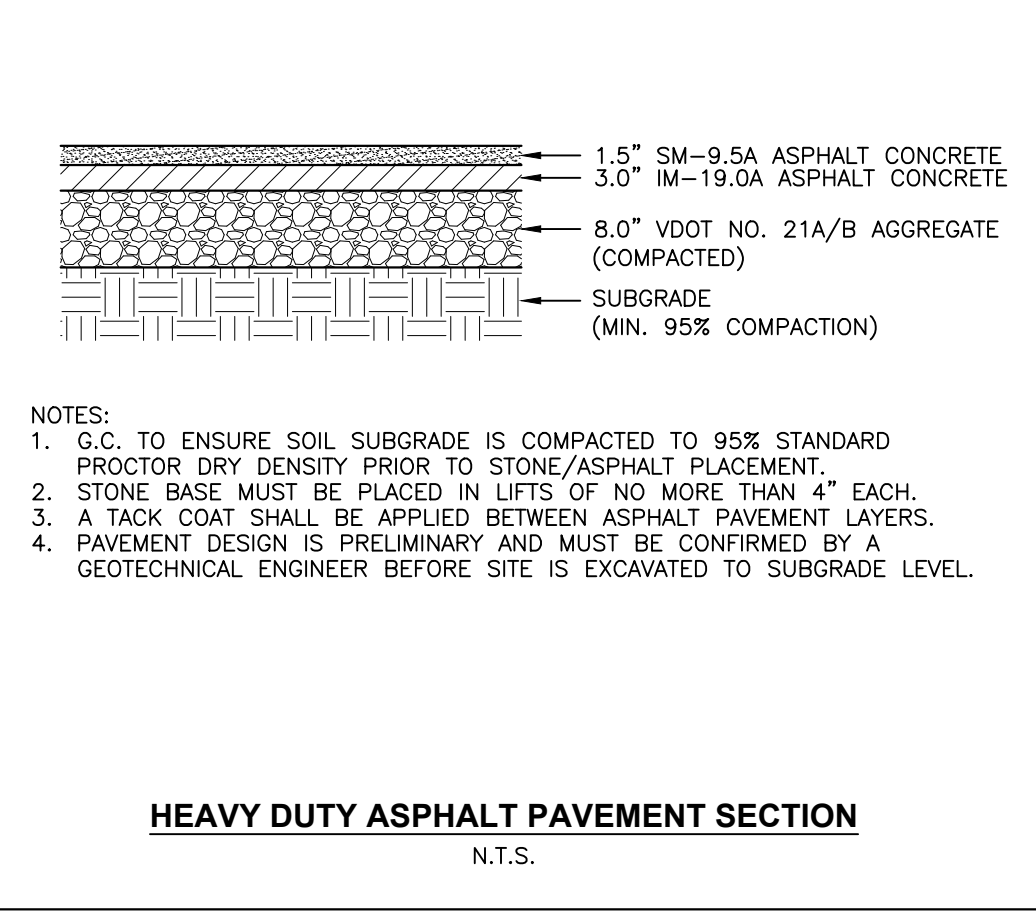
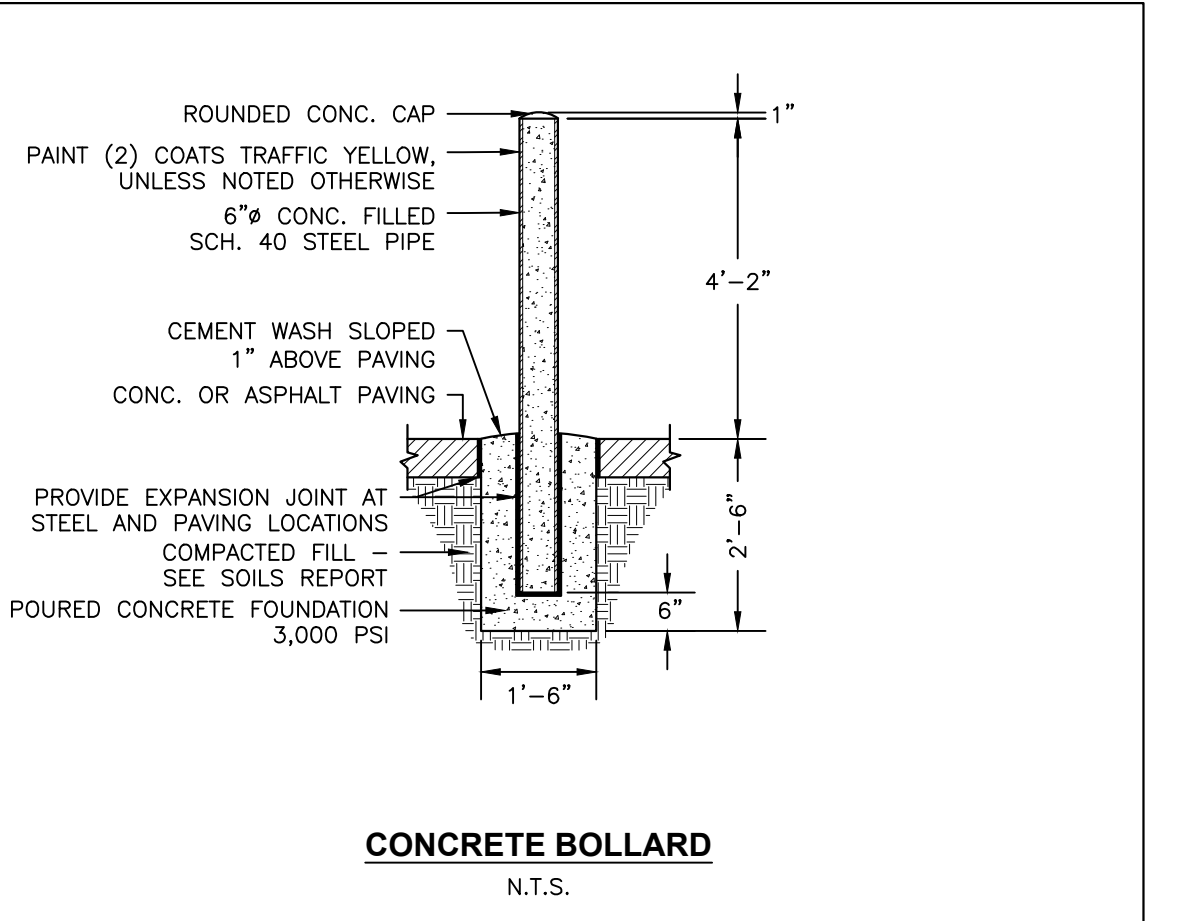
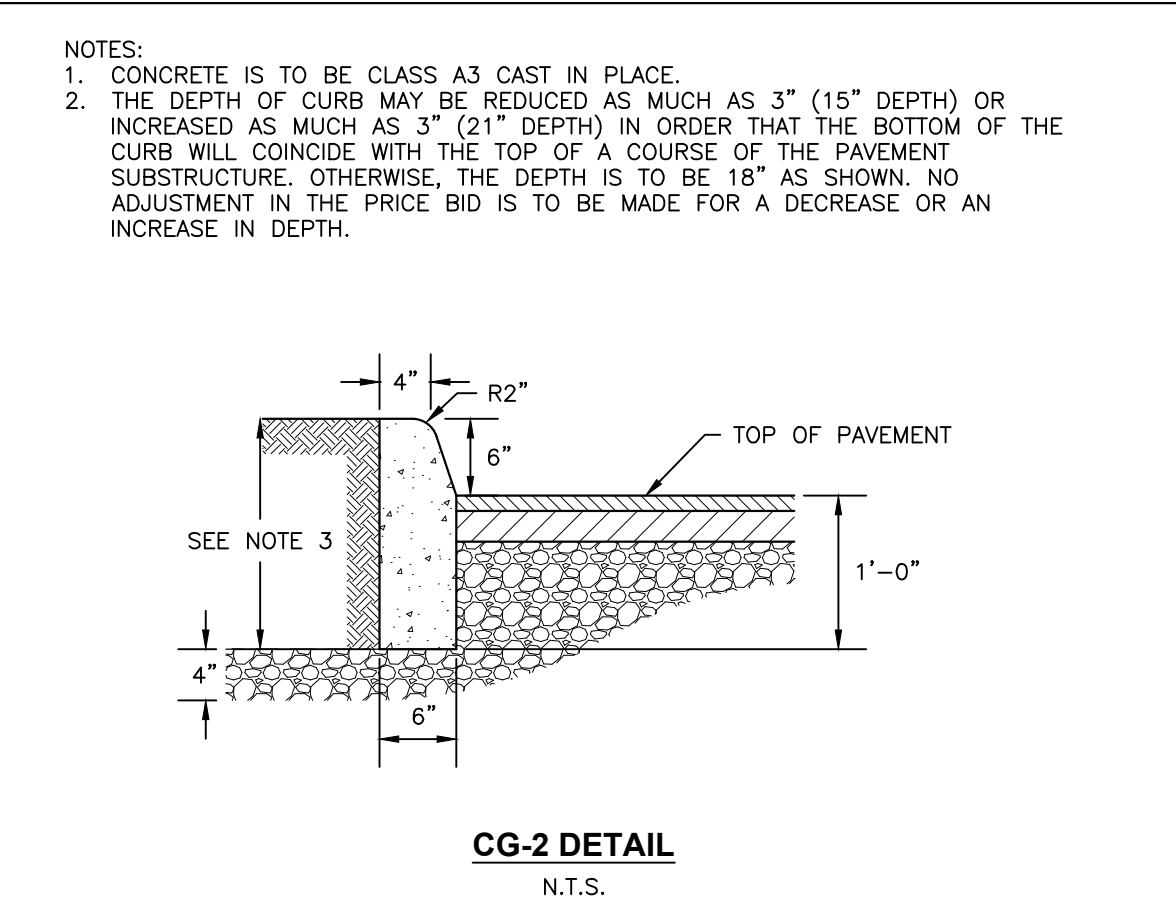
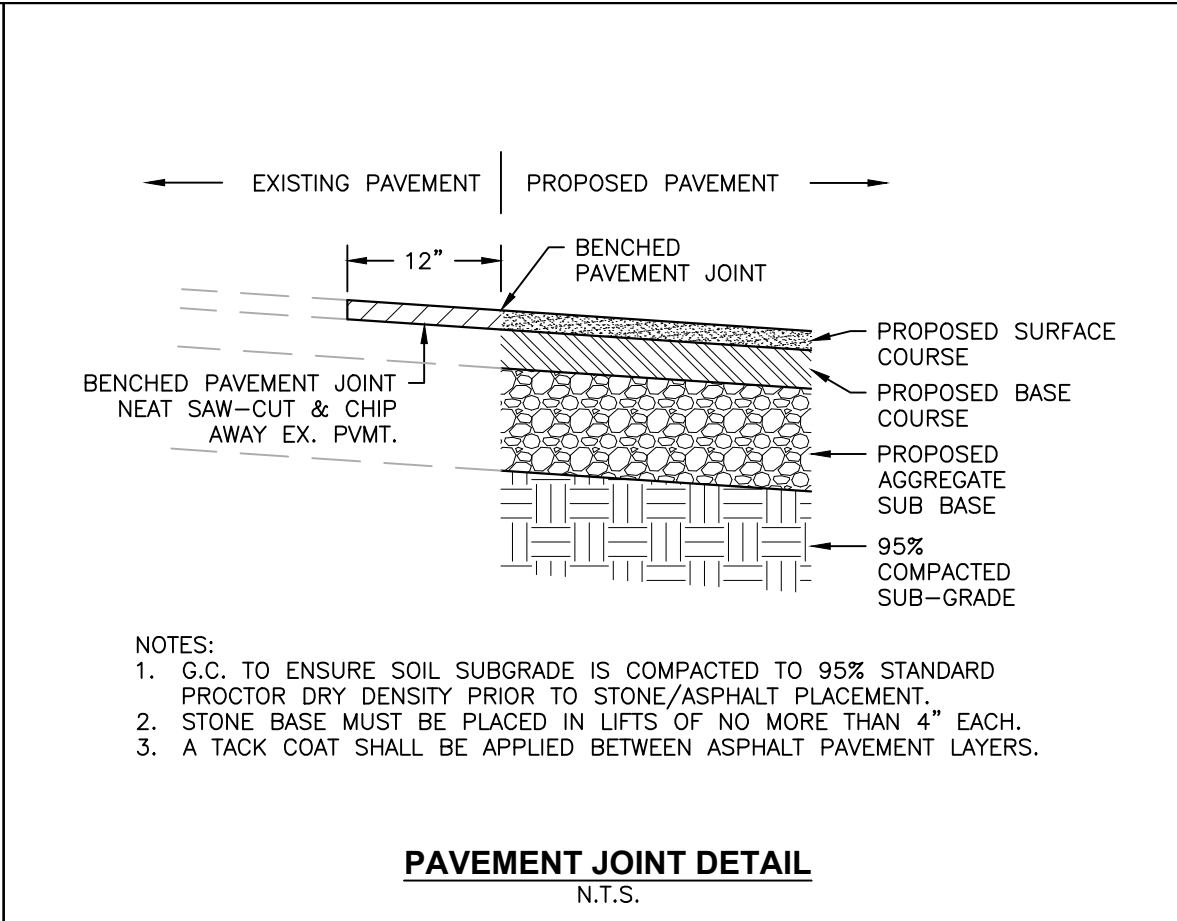
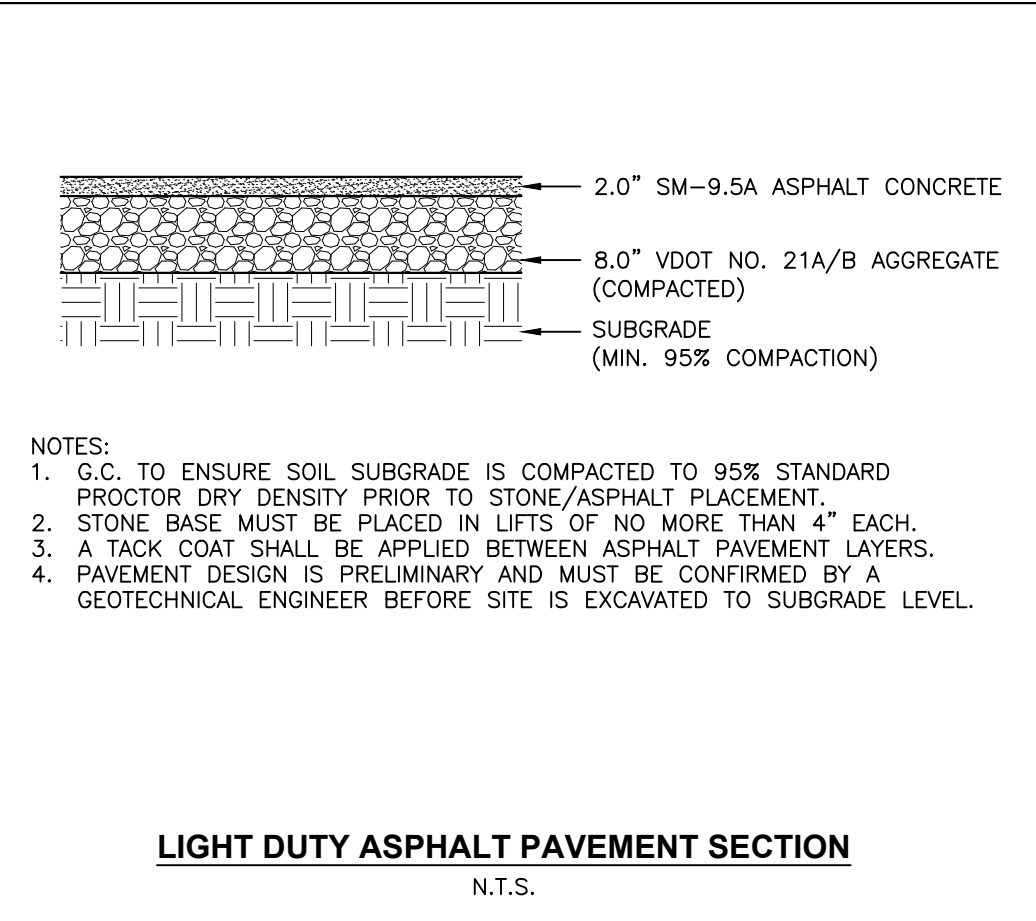
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140 VISTA CENTRE WAREHOUSE EXPANSION

SITE DETAILS

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: N/A  
REVISIONS:  
3/8/2024

**C10**  
PROJECT NO. 04230039.00



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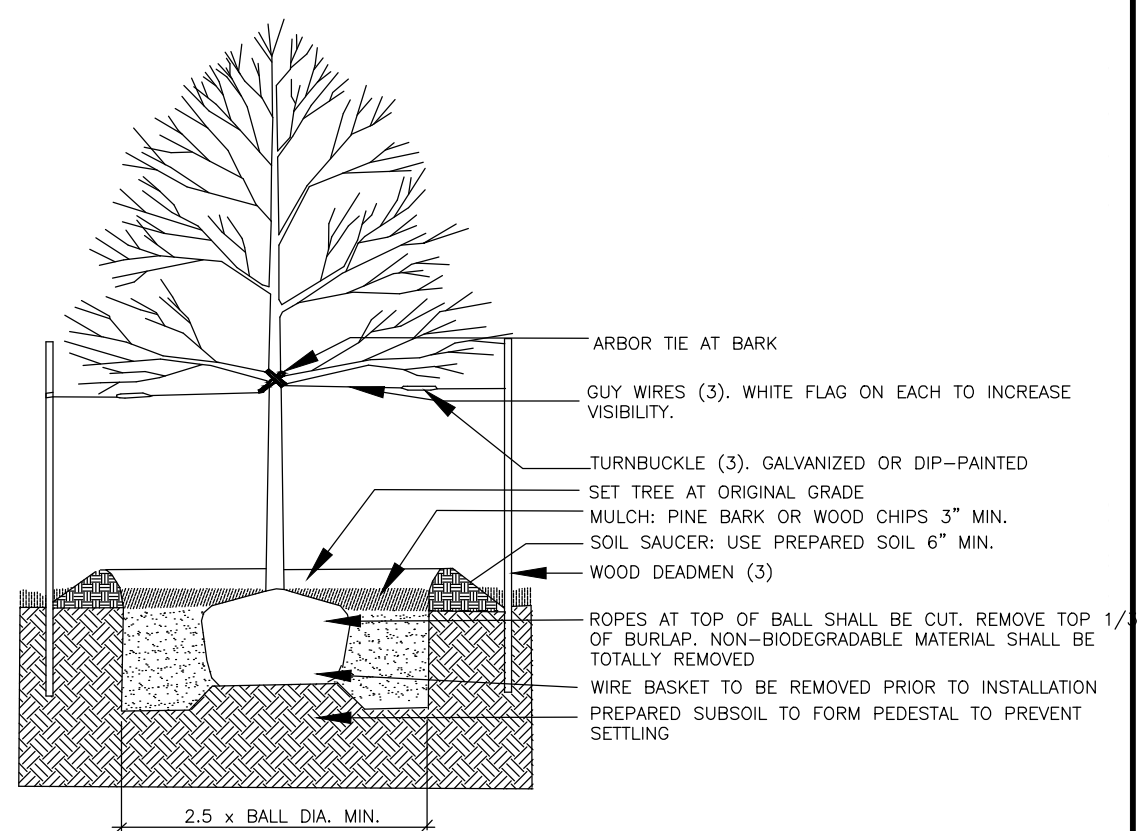
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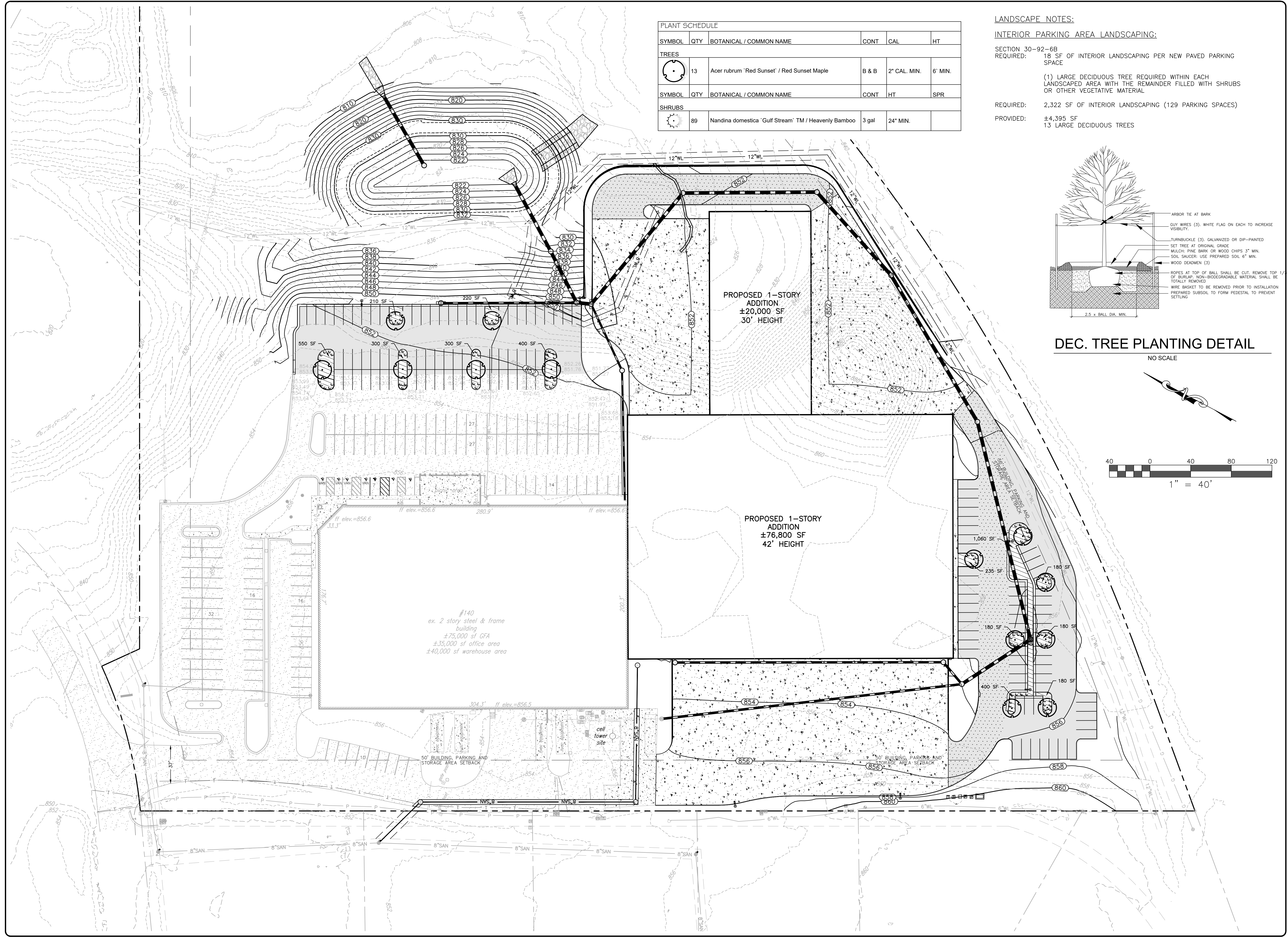
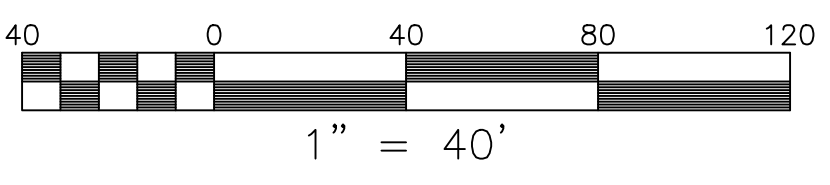


PLANT SCHEDULE					
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT
<b>TREES</b>					
	13	Acer rubrum 'Red Sunset' / Red Sunset Maple	B & B	2" CAL. MIN.	6' MIN.
<b>SHRUBS</b>					
	89	Nandina domestica 'Gulf Stream' TM / Heavenly Bamboo	3 gal	24" MIN.	

**LANDSCAPE NOTES:**  
**INTERIOR PARKING AREA LANDSCAPING:**  
SECTION 30-92-6B  
REQUIRED: 18 SF OF INTERIOR LANDSCAPING PER NEW PAVED PARKING SPACE  
(1) LARGE DECIDUOUS TREE REQUIRED WITHIN EACH LANDSCAPED AREA WITH THE REMAINDER FILLED WITH SHRUBS OR OTHER VEGETATIVE MATERIAL  
REQUIRED: 2,322 SF OF INTERIOR LANDSCAPING (129 PARKING SPACES)  
PROVIDED: ±4,395 SF  
13 LARGE DECIDUOUS TREES



**DEC. TREE PLANTING DETAIL**  
NO SCALE



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**140 VISTA CENTRE WAREHOUSE EXPANSION**

LANDSCAPE PLAN

DRAWN BY: AAB  
DESIGNED BY: AAB  
CHECKED BY: BTC  
DATE: 12/7/2023  
SCALE: 1" = 40'  
REVISIONS:  
3/8/2024

**C11**  
PROJECT NO. 04230039.00