

Attachment B to Invitation for Bids (IFB)

SAMPLE CONTRACT BETWEEN THE
ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND

FOR ENVIRONMENTAL CONSULTING SERVICES
FOR THE
VIRGINIAN RAILWAY PASSENGER STATION

This Contract is dated July ???, 2011, between the Roanoke Chapter, National Railway Historical Society, a 501(c)(3) non-profit corporation, hereinafter referred to as the "RCNRHS" or "Owner", and _____, a Virginia corporation, hereinafter referred to as the "Contractor,"

WITNESSETH:

WHEREAS, Contractor has been awarded this Contract by the RCNRHS for furnishing all equipment, materials, goods, labor, and services necessary for providing environmental consulting services which include, but are not limited to general oversight and monitoring of the environmental cleanup required on this project including frequent on-site inspections, testing, documentation and reporting of all aspects of the environmental cleanup until final approval is obtained from the City of Roanoke, Virginia (City), the Economic Development Authority of the City of Roanoke, Virginia (EDA) and the U.S. Environmental Protection Agency (EPA).

Such items or services are further described in this Contract and are referred to hereinafter as the Work or Project. Such Work is for the RCNRHS's Virginian Railway Passenger Station building and property located at 1402 South Jefferson Street, Roanoke, Virginia 24016, and is funded by the City of Roanoke (City) through its Brownfield Revolving Loan program by a grant through the Economic Development Authority of the City of Roanoke (EDA).

NOW, THEREFORE, THE RCNRHS AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

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

1. The completed Bid Form dated _____ completed by Contractor (Exhibit 1);
2. Invitation for Bid dated _____ for this project (Exhibit 2) which is incorporated herein by reference;
3. Scope of Services (Exhibit 3);
4. Insurance Requirements (Exhibit 4);
5. ABCA document (Exhibit 5); and
6. SAP document (Exhibit 6).

The Contractor's services are subject to the following federal and local agreements involving the City of Roanoke, the EDA, the RCNRHS, and the EPA that relate to the City's Brownfield Revolving Loan program:

7. Secondary Subgrant Agreement between the EDA and the RCNRHS dated December 16, 2009; with Amendment No. 1 dated April 19, 2010 and Amendment No. 2 dated January 10, 2011(Exhibit 7).
8. Primary Subgrant Agreement between City of Roanoke and the EDA dated September 3, 2009 (Exhibit 8); and
9. EPA Revolving Loan Fund Cooperative Agreement BF 97357101-0 dated September 5, 2007 (Exhibit 9).

The above three Agreements (7, 8 and 9) are hereafter collectively referred to as Brownfield Agreements. The Contractor agrees and acknowledges Contractor has received and reviewed each such Agreement and each such Agreement in its entirety is incorporated herein by reference and made a part of this Contract.

B. The Contractor specifically agrees to strictly comply with all applicable terms and regulations of the Brownfield Agreements referenced above. If there should be any conflict between any such terms or regulations and any other terms of this Contract the more stringent terms shall apply unless otherwise provided by federal law or regulation.

C. The Contractor specifically agrees to strictly comply with the Contract Documents and to properly provide environmental consulting services as requested by the RCNRHS. Furthermore if there should be any discrepancies in any of the Contract Documents, Contractor shall immediately notify the RCNRHS and ask for directions on how to proceed.

D. The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the RCNRHS documents and this Contract will control over any Contractor supplied documents or information except as noted above where federal regulations would control.

SECTION 2. CONTRACT AMOUNT.

The RCNRHS agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work in the manner and at the time set out in this Contract the contract amount of \$ _____ for items A and B as set forth in the completed Bid Form (Exhibit 1) and as provided for in this Contract. The Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized by amendment to this Contract approved by the RCNRHS and the Contractor. The services set forth in item C of the completed Bid Form (Exhibit 1) will be compensated at the hourly rate of \$ _____. The contract amounts may be decreased by the RCNRHS's assessment of any damages against the Contractor as may be provided for in this Contract or by law. The RCNRHS retains the right of setoff as to any amounts of money the Contractor may owe the RCNRHS.

SECTION 3. TERM OF CONTRACT

The term of this Contract shall commence upon issuance of the Notice to Proceed and shall continue until the Contractor has fully and completely performed its obligations under the Contract and the EPA and all other required federal, state and local agencies have approved the abatement work required under this Contract, which is anticipated to be approximately twelve weeks but could be longer, all in accordance with the Contract provisions.

SECTION 4. TIME OF PERFORMANCE

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written Notice to Proceed given by the RCNRHS representative to the Contractor (which may initially be given verbally in an emergency situation), and the Contractor covenants and agrees to fully perform and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started

promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other RCNRHS contractors, volunteers, or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT

A The RCNRHS and Contractor agree that the RCNRHS will pay the Contractor only for time actually spent and materials actually provided on the Project requested and accepted by the RCNRHS. The Contractor shall submit a request for payment not more than once each month. The payment requested shall be for the services completed and materials supplied for the Project and approved by the RCNRHS. A written progress report detailing work completed, identified problems and remaining work shall accompany each request for payment together with sufficient documentation of all reimbursable expenses or costs.

B. Sufficient documentation of all costs, expenses, materials supplied and / or hours worked may be requested by the RCNRHS and, if so, may be required prior to the processing of any such request for payment. Payment will be made only for work actually performed, services actually supplied or materials or goods furnished to the RCNRHS all of which need to be approved and accepted by the RCNRHS prior to such payment unless otherwise provided in the Contract documents. Once a payment request has been received by the RCNRHS, the RCNRHS will process such payment request. If there are any objections or problems with the payment request, the RCNRHS will notify the Contractor of such matters. If the payment request is approved and accepted by the RCNRHS and approved by the applicable federal or state agency payment will be made by the RCNRHS to the Contractor not more than 30 days after such request has been approved.

SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR

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

SECTION 7. HOLD HARMLESS AND INDEMNITY

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

SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW

Contractor agrees to and shall comply with all applicable federal, state and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SECTION 9. INDEPENDENT CONTRACTOR.

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

SECTION 10. REPORTS, RECORDS, AND AUDIT.

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

SECTION 11. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 4 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 4 including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor or others under this Contract. Additional insured endorsements, if required, must be received by the RCNRHS within 30 days of the execution of this Contract or as otherwise required by the RCNRHS.

SECTION 12. DEFAULT.

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

SECTION 13. NONWAIVER.

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

SECTION 14. CHOICE OF LAW AND FORUM SELECTION.

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

SECTION 15. SEVERABILITY.

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

SECTION 16. NONDISCRIMINATION .

- A. During the performance of this Contract, Contractor agrees as follows:
1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor 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. Contractor will include the provisions of the foregoing Section A (1, 2 and 3) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 17. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

SECTION 18. FAITH BASED ORGANIZATIONS.

NOT USED.

SECTION 19. ASSIGNMENT.

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

SECTION 20. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the RCNRHS to the Contractor that the RCNRHS disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by James G. Cosby, Treasurer of the RCNRHS, or other designee of the RCNRHS (hereafter RCNRHS) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the RCNRHS. The Contractor may not institute legal action prior to receipt of the RCNRHS's decision on the claim unless the RCNRHS fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the RCNRHS shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the RCNRHS to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the RCNRHS's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 21. SUCCESSORS AND ASSIGNS.

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

SECTION 22. HEADINGS.

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

SECTION 23. COUNTERPART COPIES.

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

SECTION 24. AUTHORITY TO SIGN.

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

SECTION 25. NOTICES.

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

To RCNRHS: Roanoke Chapter
National Railway Historical Society
Attn: James Cosby, Treasurer and Project Manager
5362 Snow Owl Drive
Roanoke, Virginia 24018
540-989-3198

Email: jimcosby@cox.net

Copy to: Barry A. Rakes, Architect
910 West Wind Road
Fincastle, VA 24090

Facsimile: 540-884-2516

Email: barakes-01@peoplepc.com

If to Contractor: _____

Phone: _____

Facsimile: _____

Email: _____

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

SECTION 26. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work.

SECTION 27. WARRANTY OF MATERIAL AND WORKMANSHIP.

The Contractor warrants that, unless otherwise specified, all material and equipment used in the Work under this Contract shall be new, in first class condition, and in accordance with this Contract. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the RCNRHS, any work, material, equipment, or part of the Work that is found by the RCNRHS to be defective or not in accordance with the terms of this Contract.

SECTION 28. SUSPENSION OR TERMINATION OF CONTRACT BY RCNRHS.

- A. The RCNRHS, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the RCNRHS all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the RCNRHS may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the RCNRHS for any damages allowed by law, and upon demand of RCNRHS shall promptly pay the same to RCNRHS .
 2. Should this Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall be entitled only to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the RCNRHS and any applicable federal or state approving

agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.

3. The rights and remedies of the RCNRHS provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and RCNRHS may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 29. ETHICS IN PUBLIC CONTRACTING.

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

SECTION 30. CONTRACT SUBJECT TO FUNDING.

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

SECTION 31. OWNERSHIP OF REPORTS AND DOCUMENTS.

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

SECTION 32. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The RCNRHS may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 33. ENTIRE CONTRACT.

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

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

ATTEST/WITNESS:

Printed Name and Title

(SEAL)

By _____

Printed Name and Title

Roanoke Chapter,
National Railway Historical Society

ATTEST/WITNESS:

Name/Title

Printed Name and Title

By _____

Jeffry L. Sanders, President

Approved as to form and execution:

Wilburn C. Dibling, Jr.
RCNRHS Attorney

**EXHIBIT 1 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

**COMPLETED BID FORM TO BE PROVIDED
AFTER AWARD OF CONTRACT**

This is the same as Attachment A to the IFB.

**EXHIBIT 2 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

COMPLETE INVITATION FOR BID

[Incorporated by reference]

**EXHIBIT 3 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

SCOPE OF SERVICES

This document provides the Scope of Services to be provided by the Contractor to the RCNRHS as known to and agreed by the parties at the time of execution of the Contract for such services.

The Contractor agrees to perform all the work and services fully, properly, and timely in accordance with the Contract, including, but not limited to, compliance with the following requirements and to provide those items set forth herein.

PART 1 – GENERAL.

The Virginian Railway Station property which is the subject of this contract has known contamination caused by asbestos and lead paint.

In 2005 the Roanoke Redevelopment and Housing Authority conducted a Transactional Screening of this site. In 2008, the RCNRHS hired Baratta & Associates to survey the building for lead paint and asbestos. In February 2010, the City of Roanoke contracted with EEE Consulting, Inc. to prepare a Phase 1 Environmental Assessment. Copies of all these reports are available in pdf format on the RCNRHS website at: www.roanokenrhs.org.

RCNRHS has received a grant in the amount of \$200,000.00 from the Economic Development Authority of the City of Roanoke, Virginia (EDA) under the Brownfield Revolving Loan Program. The purpose is to provide for the abatement of asbestos and lead paint contamination on the Virginian Railway station property which is owned and being restored by the RCNRHS. Before the contamination abatement work can be commenced, the RCNRHS was required to provide an Analysis of Brownfield Cleanup Alternatives (ABCA) document and a Sampling Analysis Plan (SAP) for review and to gain approval by the EPA.

Pursuant to an Invitation for Bids dated August 19, 2010 and a competitive bidding process for Environmental Consulting Services, the bid was awarded to and a contract entered into with EEE Consulting Services, Inc. for the preparation of the ABCA and SAP reports as specified by EPA requirements. Those documents have received conditional approval of the City and EPA and final approval is anticipated imminently.

By a separate Invitation for Bid, a general contractor will be employed who, among other things, will contain, remove and cleanup the known asbestos and lead paint contamination and any other contamination encountered during the cleanup.

The Secondary Subgrant Agreement and related documents require RCNRHS as Owner to cause or to perform the environmental inspections and file the reports required by the Agreement. The Contractor shall perform and assist RCNRHS in its duties to fulfill its obligations under the Agreement, especially those relating to ongoing inspection of the work site to assure that the Cleanup is properly performed, make the required Final Report to the City, EDA and EPA and obtain final approval of the cleanup work from the EPA.

1.01 DESCRIPTION OF WORK.

- A. The work to be performed pursuant to this Contract includes performance of the following (without limitation) in a proper and timely manner:
1. Review and approval of a Cleanup Plan to be developed by a separate general contractor who shall be responsible for, among other things, the environmental cleanup at the Work site;
 2. Conduct all work site inspections, monitoring, testing, laboratory analyses and related inquiries which are required to assure that the general contractor performs its environmental cleanup obligations in compliance with its contract with RCNRHS, the Secondary Subgrant Agreement and related documents referred to in this Contract and all applicable laws and regulations;
 3. Prepare for RCNRHS any required reports to the City of Roanoke (City), the EDA, and the EPA of any potential changes to the Cleanup Plan or to the Analysis of Brownfield Cleanup Alternatives (ABCA) and the Sampling and Analysis Plan (SAP) documents previously prepared for the property and approved by the EPA;
 4. Cooperate and coordinate with the primary construction contractor and its subcontractors doing the abatement Work;
 5. Prepare the Final Report required by the Secondary Subgrant Agreement, submit it to the City, EDA and EPA on behalf of RCNRHS and gain final approval by EPA; and
 6. Consult with RCNRHS on any other environmental issues which may arise relating to the Brownfield grant or environmental cleanup of the Virginian station property.
 7. Furnish all labor, materials, services, insurance and equipment required to perform these obligations in accordance with the guidelines, regulations and contractual obligations of and to the City, EDA, EPA, the Secondary Subgrant Agreement (Exhibit 7), the Primary Subgrant Agreement (Exhibit 8), the EPA Revolving Loan Fund Cooperative Agreement (Exhibit 9) and their attachments, this Contract, and all other terms and conditions as set forth below and/or referred to in any way in the contract. The Contractor should carefully read and review all such documents.
 8. Comply with the requirements of the Cooperative Agreement between the City of Roanoke and the EPA (Exhibit 7), Section 16 that grant recipients comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises in procurement. As outlined in the Cooperative Agreement, the "fair share" goals/objectives negotiated between the EPA and the Virginia

Department of Environmental Quality for MBE/WBE participation for this project are as follows:

Procurement Area	MBE	WBE
Services	1.3%	0.6%.

It is the responsibility of the Contractor to provide information and documentation on how the MBE/WBE requirements are met or that a “good faith” effort, as defined in the Cooperative Agreement referenced above, was made by the Contractor.

- B. The remediation work contemplated by this Contract is confined to the Virginian Railway Station buildings and their immediate environs. Contractor shall limit its on-site activities to the station property as shown on the Plat of Lumsden & Associates dated September 9, 2008, a copy of which will be provided to the Contractor. Contractor shall use appropriate precautions when upon said property due to environmental and structural hazards and shall avoid encroaching onto Norfolk Southern (NS) property or obstructing the NS right of way across the station property.

1.02 SUBMITTALS.

- A. Submit any inspection or other reports to RCNRHS for review before they are submitted to the City, EDA or EPA for formal review. The Contractor may, however, submit drafts to those entities for informal review and comment before the formal submittal.
- B. Promptly provide RCNRHS with copies of correspondence of any kind regarding formal submittal of inspection or other reports. All communications regarding this contract should be in writing or if oral, memorialized in writing.

1.03 REVIEWS.

- A. The RCNRHS will review a draft of the inspection and other reports for compliance with EPA requirements for such documents; RCNRHS may also utilize the services of the City of Roanoke Planning staff to review the draft documents as well. The EPA will conduct the final review of the Final Report.
- B. The Contractor will be responsible for all revisions to the draft documents to respond to all comments and revisions made by RCNRHS, the City and the EPA.
- C. The Contractor shall be responsible for working cooperatively with all required government agencies including responding to questions and

requests for additional information and gaining final approval of the Final Report by the City, EDA and EPA.

1.04 CHANGES.

The RCNRHS may, from time to time, require changes in the Scope of Services. Such changes, which are to be mutually agreed upon by and between the RCNRHS and the Contractor, shall be incorporated in written amendments to this Contract.

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**EXHIBIT 4 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

INSURANCE REQUIREMENTS

The Contractor and its subcontractors shall, at its sole expense, obtain and maintain during the life of this Contract the insurance policies required by this Section. Any required insurance policies shall be effective prior to the beginning of any work or other performance by the Contractor or its subcontractors under this Contract. Additional Insured endorsements must be received by the RCNRHS within 30 days of execution of this Contract. All such insurance shall be primary and noncontributory to any collectable insurance or self-insurance any of the additional insureds may have.

The following policies and coverage are required:

1. Commercial General Liability. Commercial General Liability insurance shall insure against claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Contractor's performance under this Contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence, subject to \$2,000,000 general aggregate.
2. Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in this contract.
3. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the Contractor's insurance company shall waive rights of subrogation against the RCNRHS, its officers, employers, agents, volunteers, and representatives.
4. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Contract.
5. Pollution Liability: Minimum limits of insurance coverage for Pollution Liability shall be \$2,000,000 per claim and \$2,000,000 policy aggregate.

6. Professional Liability. Professional Liability insurance shall insure against claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Contractor's performance under this Contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence, subject to \$2,000,000 general aggregate.
7. Umbrella Coverage. The insurance coverage and amounts set forth in subsections (1), (2), (3), and (4) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Contractor to the RCNRHS.
8. Evidence of Insurance. All insurance, with the exception of Pollution Liability Insurance, shall be written on an occurrence basis. Pollution Liability Insurance may be written on a claims-made basis. In addition, the following requirements shall be met:
 - a) Contractor shall furnish the RCNRHS a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
 - b) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered except after thirty (30) days written notice has been provided to the RCNRHS."
 - c) The required certificate or certificates of insurance, excluding those for Workers Compensation, shall name the RCNRHS, its officers, employees, agents, volunteers, and representatives as additional insureds.
 - d) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
 - e) Insurance coverage shall be in a form and with an insurance company approved by the RCNRHS which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

**EXHIBIT 5 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

ABCA DOCUMENT

This is the same as Attachment D to the IFB.

**EXHIBIT 6 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

SAP DOCUMENT

This is the same as Attachment E to the IFB.

**EXHIBIT 7 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

SECONDARY SUBGRANT AGREEMENT

This is the same as Attachment F to the IFB.

**EXHIBIT 8 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

PRIMARY SUBGRANT AGREEMENT

This is the same as Attachment G to the IFB.

**EXHIBIT 9 TO CONTRACT
BETWEEN THE ROANOKE CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY
AND TBD
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE
VIRGINIAN RAILWAY PASSENGER STATION**

EPA COOPERATIVE AGREEMENT

This is the same as Attachment H to the IFB.