

AUGUSTA COUNTY SERVICE AUTHORITY

18 Government Center Lane
P. O. Box 859
Verona, Virginia 24482-0859



REQUEST FOR SEALED BIDS Annual Paving

ITB No. 2101

Issue Date: September 15, 2020

Sealed bids for the furnishing of all labor, materials, supervision and equipment necessary to complete **ANNUAL PAVING**, subject to the conditions and instructions attached hereto, will be received at the above office until, but not later than **2:00 o'clock p.m. local Verizon time, October 6th, 2020**, then publicly opened, for paving of various roads and driveways for the Augusta County Service Authority (OWNER).

Technical Questions: Jesse Roach, Director of Field Operations
Phone: 540-490-2423
Email: jroach@co.augusta.va.us

- Notes: 1. **EMAIL** or **FAX** Bids will **NOT** be accepted.
2. No pre-bid meeting is currently scheduled. Any requests for site visits should be directed to the technical contact above.
-

Terms: _____% _____ days

Company: _____

Address: _____

City: _____

Phone No: _____

Official Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email Address: _____

THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL

INSTRUCTIONS

- All Bids must be submitted in accordance with the General and Special Conditions. If more space is required to furnish a description of the goods offered, unit prices, or performance terms, the Bidder may attach a letter hereto which will be made a part of the bid.

- Bids may be submitted by one of the following methods:

In person – to receptionist: ATTN: ITB#2101
or by courier, Casey McCracken
UPS, FEDEX, etc. Augusta County Service Authority
 18 Government Center Lane
 Verona, VA 24482

or by USPS mail – addressed to: ATTN: ITB#2101
 Casey McCracken
 Augusta County Service Authority
 PO Box 859
 Verona, VA 24482-0859

- Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the bidder to see their bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Local Verizon time will determine the time of day.
- The prices submitted by the Bidder shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing pavement in accordance with the below specifications. All items of work not specifically mentioned herein which are required, by the Bidder, to make the pavement perform as intended and deliver the final product as specified herein shall be included in the respective unit prices bid.
- The terms for payment shall be stated in days and reflect any percentage discount for early payment.
- All Bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signatory must be fulfilled.
- Successful Bidder(s) must be properly licensed to provide and deliver their product in the Commonwealth of Virginia.
- The Bidder shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- The Bidder shall assure all tradesmen who perform work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by the Code of Virginia and applicable regulations.
- Environmental Requirements Statement: Bidders must also include a signed Contractor's Environmental Requirements Statement.

GENERAL TERMS AND CONDITIONS

1. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
2. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
3. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER's website at www.acsawater.com/bids. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure the Bidder has a complete, up-to-date package.
4. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentation must be approved by OWNER and will be submitted for payment in accordance with OWNER's payment policies. Approvals for payment under this procurement will be by the OWNER's designated Technical Representative, or their designee, as noted on Page 1 of this solicitation.
5. **QUALIFICATIONS OF BIDDERS:** OWNER may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
7. **ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Bidder agrees as follows:

The Bidder 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 the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. 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.

The Bidder will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. **NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION:** In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the OWNER will not discriminate against faith-based organizations. The bidder also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

- 9. MINORITY AND WOMEN-OWNED BUSINESSES:** In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposal, and if not already on the Authority's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the Authority at (540) 245-5670 and request information.

Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

- 10. DRUG-FREE WORKPLACE:** During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder 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 Bidder 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.

- 11. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal.
- 12. DEBARMENT:** By submitting a proposal the Bidder certifies neither it (nor he or she) nor any person or firm which has an interest in the Bidder's firm is disbarred or suspended from bidding or working on a state or federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a state or federally funded project.
- 13. PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
- 14. COSTS OF PROPOSAL PREPARATION:** Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders' responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.
- 15. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to, or upon submission of, the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.
- 16. CANCELLATION OF CONTRACT:** Unless otherwise specified in the ITB, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination necessary for curtailment of the Bidder's work under this contract.

17. INSURANCE COVERAGE: Unless otherwise specified in the ITB, the Bidder shall maintain the following insurance to protect it from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory, including Employer’s Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverage.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

The Bidder shall purchase and/or maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the OWNER for damage thereto.

The OWNER reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

18. OBLIGATION OF BIDDER: By submitting a proposal, the Bidder covenants and agrees he has satisfied himself, from his own investigation of the conditions to be met, he fully understands his obligation and he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

19. UNAUTHORIZED ALIENS: In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law requires that the Bidder does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SPECIAL TERMS AND CONDITIONS

- A. AWARD:** OWNER reserves the right to reject any or all bids and to waive informalities in any bid. Award will be made to the lowest responsive and responsible Bidder. The resulting Contract shall be for a term of one (1) year with the option, if deemed necessary by the OWNER, to renew for up to four (4) additional one-year terms.
- B. LIQUID ASPHALT PRICE ADJUSTMENT:** Due to the fluctuation in liquid asphalt prices this Contract will be administered and based on the Virginia Department of Transportation (VDOT) Price adjustment index for type PG-64-22 asphalt cement. This index is published monthly on the VDOT web site under Asphalt and Fuel adjustment indices. The base index for this Contract will be the posted asphalt index for September 2020. Subsequently this base index will govern the adjustment increase or decrease for the life of the Contract. Pricing will be adjusted each month work is performed. The following percentages of liquid asphalt used in each mix will be applied to calculate the adjustment:
- 1) Surface mixes 6%
 - 2) Intermediate and base mixes 5%
- C. OTHER ITEMS PRICE ADJUSTMENT:** For unit/pay items other than “tons laid in place”, the Bidder may increase unit prices limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPE-W), U.S. City Average, All Services, for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. Prices may only be adjusted once per year during the Contract renewal.
- D. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the OWNER may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with Terms and Conditions, Item I, below.
- E. BID BOND:** Each bid in excess of \$100,000 shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to ACSA. The sureties of all bonds shall be from a surety company or companies as are approved by ACSA and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding it shall guarantee the Bidder will not withdraw such bid during the period of 60 days following the opening of bids and if such bid is accepted, the bidder will accept and perform under the terms of the Invitation to Bid and purchase order or contract. The bid guarantee will be returned upon award of contract.
- F. ESCROW:** In accordance with Virginia Code §2.2-4334, for bids of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Bid Form will include a space for the bidder to indicate an option to use the escrow account procedure in order to have retained funds paid to an escrow agent.
- G. PERFORMANCE & PAYMENT BONDS:** The Bidder agrees upon written notice of an award of the contract, they shall execute the contract in the form stipulated in accordance with this bid, and shall provide a Performance Bond and Payment Bond with good and sufficient surety or sureties, as required by the contract documents, at the time the contract is executed.
- H. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of (60) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- I. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the OWNER whenever such low bid exceeds OWNER's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by OWNER for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the OWNER wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).
- J. EXTRA CHARGES NOT ALLOWED:** By submitting their (bids/proposals), all Bidders certify and warrant that the price offered for *F.O.B. destination* includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- K. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal should be returned in a separate envelope or package, sealed, and identified as follows:

<u>ITB No. 2101</u>		
<u>Annual Paving</u>		
From: _____	<u>October 6, 2020</u>	<u>2:00 PM</u>
Name of Bidder	Due Date	Time Due

Street or Box Number		

City, State, Zip Code		
<u>ATTN: Casey McCracken, Purchasing Officer</u>		

The outer (or delivery) envelope should be addressed as directed on Page 2, second bullet of the solicitation.

If a bid/proposal is not contained in an outer (or delivery) envelope, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence, other than bid documents, should be placed in the inner envelope.

- L. ESTIMATED QUANTITIES:** The quantities shown below are estimates only and are not to be construed as a commitment by the OWNER to purchase these amounts. The OWNER reserves the right to increase or decrease quantities depending on need. Price quoted shall remain effective regardless of quantity ordered.

SCHEDULE OF EVENTS

Email ITB to Vendors	September 15, 2020
Post on eVA Bulletin Board	
Post on ACSA Website	
Pre-submittal questions due by 2:00 PM EST	September 18, 2020
Respond to pre-submittal questions	September 22, 2020
Bids due by 2:00 PM EST	October 6, 2020

ATTACHMENT A

SCOPE OF WORK

1. The intent of this ITB is to obtain unit prices for all work items associated with asphalt concrete pavement. The primary scope of work is pavement milling and overlay with the intent to also be able to do miscellaneous pavement structure reconstruction.
2. Separate task orders shall be issued incrementally as the scope of work develops.
3. All materials and methods shall conform to the Virginia Department of Transportation Road and Bridge Specifications, latest Edition, or as otherwise specified in this section.
4. Measurement and payment will only be for those items listed in the Bid Tally. All other associated and required work will be considered incidental to the specific bid item.
5. The Bidder and OWNER shall attend a preconstruction meeting prior to beginning any milling or paving operations. The Bidder shall provide a traffic control plan ten days prior to this meeting for review and approval by the OWNER.
6. Traffic control devices and certified flagmen (all flagmen must possess the VDOT flagging certification) shall be provided and maintained by the Bidder in accordance with all pertinent State and Federal safety guidelines.
7. Flagmen shall be used during milling and paving operations in accordance with the Virginia Work Area Protection Manual (WAPM). Flaggers shall be equipped in accordance with the same VAPM.
8. The Bidder shall have a person certified in intermediate work zone safety on the job at all times. All of the work zones set up for both milling and paving operations shall conform to the Virginia Work Area Protection Manual.
9. Limestone aggregate or granite greenstone shall be used in all mixes and the OWNER will specify which aggregate is to be used.
10. The finish surface tolerance shall be ¼", including tie-ins to street structures, including manhole covers, valve boxes, centerline monuments, and grate drop inlets. This shall be accomplished by any combination of milling, feathering, or installation by the Bidder of OWNER supplied paving rings. The Bidder shall not be required to make structural adjustment of any structure. Final tolerance compliance is the Bidder's responsibility.
11. The Bidder shall clean each manhole cover and valve box of asphalt material and remove and replace the lid.
12. The Bidder shall sweep all milling debris from the streets and adjacent sidewalks as the work progresses to the satisfaction of the OWNER.
13. The Bidder shall take provisions to protect adjacent surfaces from discoloration from tar and be responsible for cleaning any discoloration.

14. The Bidder shall replace existing asphalt berms as directed by the OWNER. Method of replacement shall be a paver screed gate. Berms shall be reconstructed /overlaid bituminous with the paving operation. There is no separate payment.
15. Joints shall be cut to provide a smooth transition into existing pavement at the end of each overlay and into all paved driveways and entrances.
16. All longitudinal seams shall be along the centerline or other lane separation.
17. The Bidder shall install all permanent lane markings.
18. Normal paving and milling operation hours are limited to between 7:00 a.m. and 7:00 p.m., however both paving and milling operations may be performed outside these hours by the request of the OWNER or by the Bidder's request with approval by the OWNER.
19. All milled streets shall be overlaid within ten calendar days of the milling operation.
20. The Bidder shall broom sweep all surfaces with a rotary type broom before applying tack.
21. Tie-in into curb and gutter shall have a tolerance of ¼" and shall be accomplished by pre-overlay milling. Shoulders shall not have a drop off greater than 1.5". The Bidder shall reconstruct shoulders with 21A aggregate within ten calendar days of the paving operation.
22. Mobilization shall be paid for each individual task order issued by the OWNER based on the bid price.
23. All asphalt concrete pavement mixes shall be produced in a VDOT certified plant. Tests shall be conducted on all mixes every 500 tons produced. Each test shall meet or exceed VDOT specifications for the mix being produced. All test results are to be provided to the OWNER.
24. Temporary pavement devices ("TOMS") shall be used at all locations where existing markings have been removed or covered by new pavement. The markings shall stay in place until the permanent markings are restored.
25. The Bidder shall be able to respond to emergency situations within 12 hours of notification by the OWNER.

**ATTACHMENT B
 BID TALLY SHEET**

Estimated Annual Paving					
Bid No.	Item	Units	Estimated Annual Quantity	Unit Price	Total Price
1	Asphalt Removal Minimum 2" Milling or Excavating	SY	8,800		
2	Aggregate Base (VDOT 21A)	Ton	165		
3	BM-25.0 Asphalt Concrete, VDOT approved mix	Ton	275		
4	SM-9.5A Asphalt Concrete, VDOT approved mix	Ton	385		
5	SM-12.5A Asphalt Concrete, VDOT approved mix	Ton	165		
6	Mobilization (Task Orders Under \$15,000)	EA	4		
7	Mobilization (Task Orders Over \$15,000)	EA	4		
8	Mobilization (Emergency)	EA	1		

Total Cost: \$_____

Since our bid is \$200,000.00 or more, I/We elect to utilize the escrow account procedure described in F of the Special Terms and Conditions if determined to be the low bidder.

_____ Write "Yes" or "No"

Quantities listed are approximate and are assumed solely for the comparison of bids. Compensation will be based upon the unit price and actual quantities.

ATTACHMENT C
QUALIFICATIONS & REFERENCES

The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. To that end, please provide the following information:

1. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of construction service.

_____ years _____ months.

2. REFERENCES: Indicate below, at a minimum, three (3) recent references for whom you have provided this type of construction service. Include the date service was furnished and the name and address of the person the OWNER has your permission to contact.

Date Service Provided	Client and Address	Contact Person and Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL



Environmental Management Systems

Contractor's Environmental Requirements

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1. Introduction
2. Material Handling / Spills
3. Waste Disposal
4. Water Discharges
5. Land Disturbance
6. Equipment Decommissioning
7. Inspections
8. Contractor Sign Off

1. Introduction

- 1.1 The following information is supplied to contractors who perform work on property owned by Augusta County, Augusta County Service Authority or Augusta County Public Schools. The contractor receives these requirements in the event contractor services have a potential to cause significant environmental impacts. The information presented in this package has been developed in response to the Augusta County's Environmental Management System (EMS). The intent of this information is to make on-site contractors aware of the EMS that has been implemented and to ensure that they conform to the applicable EMS program requirements as well as State and Federal regulations. The contractor will respond to receipt of this document by signing a statement indicating they have read these requirements, fully understand them and will comply with all EMS, State and Federal regulations.
- 1.2 Conformance with EMS requirements and State and Federal regulations are expected of all subcontractors and employees and will be enforced by the projects contractor.
- 1.3 For further information, or review of EMS details, please contact the Environmental Programs Manager at 540-245-5700.

2. Material Handling / Spills

- 2.1 There will be no outside storage of any hazardous materials without the consent of the owner's representative and/or Environmental Programs Manager.
- 2.2 Contractors will properly label, store and dispose of all hazardous materials.
- 2.3 When handling, storing or disposing of hazardous chemicals or materials contractors will meet all applicable laws and regulations.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 The contractor will ensure that chemical containers are closed except when in use or if regulations prohibit closure.
- 2.6 The contractor will have available the Safety Data Sheets (SDS) for all chemical products on site. SDSs will be made available to maintenance personnel, medical personnel, environmental personnel or their representatives upon request.

- 2.7 Contractors will maintain spill kits to contain and clean up spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible in the event of an emergency.
- 2.8 Contractors will immediately notify the owner's representative who will contact the Environmental Programs Manager of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Environmental Tracking of Spills and Releases Form to the Environmental Programs Manager. The contractor is responsible for notifying appropriate State/Federal agencies and cleaning up the spill within legal time requirements.

3. Waste Disposal

- 3.1 Shipping information and paperwork (SDS, Waste Profiles, Land Ban Forms and Recycling/Disposal Certificates) must be provided to the owner's representative or Environmental Programs Manager upon request.
- 3.2 Contractors are responsible for all regulated wastes. All State, Federal, and EMS requirements must be met.

4. Water Discharges

- 4.1 Discharge of materials other than potable water to ANY drainage system is prohibited.
- 4.2 Discharges to sanitary sewers are prohibited unless approved by Augusta County Service Authority.

5. Land Disturbance

- 5.1 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 5.2 It is the contractor's responsibility to comply with all Virginia Erosion and Sediment Control Laws and County Ordinances administered by the County Engineer. The County Engineer may be contacted at 540-245-5700. A Land Disturbing Permit may be required.

6. Equipment Decommissioning

- 6.1 All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- 6.2 All fluids and other hazardous materials will be removed prior to decommissioning of equipment.
- 6.3 Disposal of any waste generated will be handled in accordance with EMS, State and Federal requirements.

7. Inspections

- 7.1 The owner's representative and/or Environmental Programs Manager may inspect hazardous materials, training/disposal records, equipment, etc. to insure compliance with EMS program requirements and State and Federal regulations. By execution of the contract, permission will be given for the owner's representative and/or Environmental Programs Manager to conduct the proper inspections. Any items found insufficient in protecting the environment will be corrected by the contractor.

8. Contractor Sign Off

- 8.1 Contractors are required to be familiar with the Contractor's Environmental Requirements and are required to sign the attached statement and submit it with the formal bid documents.



Environmental Management Systems

Compliance with Environmental Requirements

I have read and fully understand the environmental requirements contained in the Contractor's Environmental Requirements. My company and its subcontractors and employees will comply with all EMS requirements and State and Federal Regulations concerning storing, using, transporting, and disposing of hazardous chemicals and materials.

Company: _____

Principle in Charge: _____

Signature of Principle: _____ Date: _____