

**REQUEST FOR PROPOSAL**  
**RFP No. 2204**

Title: **General Engineering and Surveying, Hydrogeological Services, and Safety Engineering/Consulting**

Issue Date: January 19, 2022

Sealed Proposals will be received at the following location subject to the Conditions cited herein until 2:00 P.M., Friday, February 18, 2022, for securing **General Engineering and Surveying, Hydrogeological Services, and Safety Engineering/Consulting**.

Where to submit Proposals:

Augusta County Service Authority  
Administrative and Engineering Offices  
18 Government Center Lane  
Verona, VA 24482

Copies of Request for Proposals may be obtained by contacting:

Lisa Morrell, Engineering Administrative Specialist  
[lmorrell@co.augusta.va.us](mailto:lmorrell@co.augusta.va.us)  
Telephone (540) 245-5366  
Or by visiting <http://www.acsawater.com/bids>

Requests for specific information should be directed to:

William Monroe, P.E., Director of Engineering  
[wmonroe@co.augusta.va.us](mailto:wmonroe@co.augusta.va.us)  
Telephone (540) 245-5678

---

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Submitting for:

Category 1 (Engr. & Surveying) \_\_\_\_\_ Category 2 (Hydrogeological) \_\_\_\_\_

Category 3 (Safety Engineering/Consulting) \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Official's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Email address: \_\_\_\_\_

Contact Phone No: (\_\_\_\_) \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH PROPOSAL**

# REQUEST FOR PROPOSAL

January 19, 2022

RFP No. 2204

## General Engineering and Surveying, Hydrogeological Services, and Safety Engineering/Consulting

### 1. PURPOSE

The Augusta County Service Authority (AUTHORITY) desires to procure **General Engineering and Surveying (Category 1), Hydrogeological (Category 2), and Safety Engineering/Consulting (Category 3)** services through Competitive Negotiation for Professional Services and competitive sealed bidding for Nonprofessional Services (as defined in § 2.2-4301 - Definitions and, § 2.2-4303 - Methods of procurement, the Virginia Public Procurement Act) from qualified firms (PROPOSER) to assist the AUTHORITY in the development of engineering reports, plans, and specifications for various water and sewer facility improvements in Augusta County as described in Section 3.1 below, provide support in the planning, identification, development, and protection of groundwater or surface water sources to supplement existing water sources supplying its potable water systems as described in Section 3.2 below and provide Safety Engineering and Consulting Services as described in Section 3.3 below.

### 2. BACKGROUND

The AUTHORITY owns and operates a number of water supply facilities, wastewater treatment facilities and transmission/collection mains providing water and wastewater service to various service areas within the geographic limits of Augusta County. The AUTHORITY is responsible for the ongoing operation, maintenance, replacement, and expansion of the facilities. These tasks require specific planning, study, and engineering. These activities also require safety in design and also during daily work activities.

### 3. SCOPE OF SERVICES

The AUTHORITY may hire more than one firm in each category to support the Scope of Services. The division of tasks between the selected firms will be at the discretion of the AUTHORITY based on the scope of the proposed task. This procurement is intended to develop non-specific, task order driven contracts, for each category. Each negotiated task order will have a specific scope of work and associated cost of services developed in accordance with contracts awarded for work in each category below. Tasks will be assigned as necessary, which may include but not be limited to the following in each category:

#### **3.1. Water and Wastewater General Engineering and Surveying Services – Category 1 —** *(Professional as defined by § 2.2-4301)*

- 3.1.1.** The scope of tasks envisioned for this contract will be for the development of engineering reports, plans, and specifications for various water and sewer facility improvements in Augusta County, Virginia.

- 3.1.2. Examples of possible projects may include water distribution system analysis, sewer collection system analysis, water and wastewater treatment processes and equipment, water supply planning, design and construction standards support and various water distribution and sewer collection improvement projects.
- 3.1.3. Surveying tasks may be independent boundary or plat work or may be integral to an engineering task.
- 3.1.4. Structural, geotechnical, environmental, electrical, and mechanical engineering and architectural services may be needed at times for task completion.
- 3.1.5. Evaluations may include water/sewer rate and fee structure analysis, impact studies, and analysis related to policy and/or contract matters.
- 3.1.6. All design work shall be done in AutoCAD/Civil 3D format.
- 3.1.7. Water system modeling software utilized by the AUTHORITY is Innovyze, InfoWater (GIS based).

**3.2. Water Resource Development Services (Hydrogeological) – Category 2 (Nonprofessional as defined by § 2.2-4301)**

- 3.2.1. Source development tasks ranging from site evaluations up to and including delivery of a producing municipal well inclusive of construction and all regulatory approvals. Tasks may also include the determination of sites for potential future source development with consideration of the water quantity and quality and the need for treatment to meet drinking water standards. Economic feasibility of source development must be a primary consideration in all recommendations.
- 3.2.2. Rehabilitation and repair of existing groundwater sources, including efforts to improve or recover capacity as well as the investigation of existing and possible future sources of contamination.
- 3.2.3. Source water protection tasks related to both existing and future water supplies, including the determination of recharge areas and the identification of vulnerable recharge areas requiring inclusion in source water protection zones.

**3.3. Safety Engineering/Consulting– Category 3 — (Professional as defined by § 2.2-4301)**

- 3.3.1. Tasks may include the design of systems in all safety areas including fall protection, confined space and ventilation, traffic control plans, etc.
- 3.3.2. Provide consulting services that include safety audits/assessments, inspections (which may include structural/equipment inspections), and policy/procedure development.

**4. TERM:**

The term of any contract derived from this solicitation shall be for one year from the execution date of such contract. The AUTHORITY reserves the right to extend any contracts for additional terms of one year, up to a maximum of four extensions.

**5. COSTS OF PROPOSAL PREPARATION:**

Any costs incurred by the PROPOSER in preparing or submitting proposals are the PROPOSER'S responsibility. The AUTHORITY will not reimburse any PROPOSER for any costs incurred as a result of a response to this Request for Proposal.

**6. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**6.1. RFP SUBMITTAL:** Proposals must be received no later than 2:00 P.M., Friday, February 18, 2022. Envelopes will be clearly marked as follows:

<b><u>RFP No. 2204</u></b>		
<b>General Engineering and Surveying, Hydrogeological Services, and Safety Engineering/Consulting</b>		
From: _____	<u>February 18, 2022</u>	<u>2:00 PM</u>
Name of Bidding Firm	Submittal Date	Time Due
_____ Street or Box Number		
_____ City, State, Zip Code		
ATTN: <u>Casey L. McCracken, Purchasing Officer</u>		

**6.2. RFP RESPONSE:** In order to be considered for selection, PROPOSER must submit a complete response to this RFP for the categories for which consideration is requested. Six (6) hardcopies of each proposal and one electronic copy (.pdf on USB drive), must be submitted with the categories for which the response is being submitted clearly noted on the cover page.

**6.3. PROPOSAL PREPARATION:** The AUTHORITY intends that responses to this Request for Proposal be concise, informative, and inexpensive for the PROPOSER to prepare. Responses must be in the following format and contain the information requested:

**6.3.1. Introduction:** In this introduction section the PROPOSER is expected to introduce the firm to the AUTHORITY. This section should contain a brief history of the firm, location of office(s) (highlighting primary office for contract), a broad statement of qualifications including experience of firm in the categories for which the proposal is being submitted and any other information deemed desirable by the PROPOSER.

**6.3.2. Performance Personnel:** This section must provide a listing of a team of professional personnel available to work on the contract. This section must contain a detailed resume on each person that will be assigned to the contract providing details of individual experience and office/reporting location.

**6.3.3. Team Organization:** This section must define organization among the individuals stipulated as available in the preceding section. It is anticipated that this section will highlight areas of individual and combined team experience and will give the AUTHORITY selection committee an insight into the unique qualifications of the team proposed by each PROPOSER so these qualifications can be best matched to the needs of the AUTHORITY. The team presented, is expected to represent the

primary team members that would be assigned to AUTHORITY Task Orders if awarded a contract.

**6.3.4. Experience of firm relevant to the scope:** This section must provide an explanation of the approach and/or methodology to be used in achieving assigned tasks, and the firm's ability to provide the necessary resources to meet deadlines.

**6.3.5. References:** This section must provide references from municipal/utility clients or utility contractors for which similar work has been performed.

## **7. EVALUATION AND AWARD:**

Following the receipt of these proposals, a committee of AUTHORITY Employees and/or AUTHORITY Board Members will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of the firm and individuals making up the team.

The following will be evaluated with points assigned as follows:

- Experience of firm relevant to the existing facilities of the AUTHORITY, Virginia Design/Construction/Regulatory Requirements, and the scope. (Possible 30 Points.)
- General approach to the scope of work. (Possible 10 Points.)
- Qualifications of key personnel to be assigned to the contract and key personnel proximity to Augusta County and their work history as a team. (Possible 30 Points.)
- Firm's current workload and supporting information related to the ability of the firm to provide the necessary resources to meet all deadlines. Firms should provide examples of projects completed by key personnel demonstrating ability to meet performance goals. (Possible 15 Points.)
- References from municipal clients for which similar work has been performed. Relevant information will be solicited regarding design services, capabilities of the engineering firm (and identified key personnel), and firm's ability to meet performance goals. (Possible 15 Points.)

**7.1.** The AUTHORITY reserves the right to potentially select multiple firms to support the scope of work in each category. Interviews/award will include the following:

**7.1.1.** Category 1: Interviews will be conducted with up to four of the top ranked firms in Category 1. Once these interviews have been conducted, the interviewed firms will be ranked based on proposal content and the interview. Then the AUTHORITY will attempt to negotiate a contract with the firm ranked number one. If a contract cannot be negotiated with the number one ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure will be followed until up to three contracts are negotiated.

- 7.1.2. Category 2: The AUTHORITY may award based on proposals and follow-up information from the PROPOSERS or their references without the requirement for interviews. However, if interviews will be conducted, they will be with the three top-ranked firms for Category 2. Once these interviews have been conducted, the interviewed firms will be ranked based on proposal content and the interview. Then the AUTHORITY will attempt to negotiate a contract with the firm ranked number one. If a contract cannot be negotiated with the number one ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure will be followed until up to two contracts are negotiated.
- 7.1.3. Category 3: Interviews will be conducted with up to four of the top ranked firms in Category 3. Once these interviews have been conducted, the interviewed firms will be ranked based on proposal content and the interview. Then the AUTHORITY will attempt to negotiate a contract with the firm ranked number one. If a contract cannot be negotiated with the number one ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure will be followed until up to two contracts are negotiated.
- 7.2. The AUTHORITY reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of the AUTHORITY will be served as specified in Section § 2.2-4319 of the Virginia Public Procurement Act.
- 7.3. The AUTHORITY will provide public notice announcing its decision to award by posting the Notice of Intent to Award on the AUTHORITY website, the Virginia Electronic Business Opportunities website and by mailing/emailing the notice to all PROPOSERS submitting a proposal.
- 7.4. The AUTHORITY reserves the right to offer the successful firms additional phases including design and construction services contracts that may be required or determined as a result of the studies. This option will be at the sole discretion of the AUTHORITY.

## 8. PRE-PROPOSAL CONFERENCE:

At this time, a pre-proposal conference by the AUTHORITY is ***not required*** in order for a proposal to be accepted for review. Should any potential PROPOSER have questions, they may contact **William Monroe, P.E., at (540) 245-5678 or [wmonroe@co.augusta.va.us](mailto:wmonroe@co.augusta.va.us)** for clarifications relative to this proposal. In the event specific information not contained in this request for proposals is provided to any PROPOSER, the same specific information will be provided to any other PROPOSERS who have indicated interest in the contract by so stating their intent with the AUTHORITY.

## 9. GENERAL TERMS AND CONDITIONS:

- 9.1. 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 for use in a particular procurement, the special terms and conditions shall apply.
- 9.2. CLARIFICATION OF TERMS:** If any prospective PROPOSER has questions about the specifications or other solicitation documents, the prospective PROPOSER should contact **William Monroe, P.E., at (540) 245-5678** or [wmonroe@co.augusta.va.us](mailto:wmonroe@co.augusta.va.us) for clarifications relative to this proposal no later than seven (7) business days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the AUTHORITY.
- 9.3. QUALIFICATIONS OF PROPOSERS:** The AUTHORITY may make such reasonable investigations as deemed proper and necessary to determine the ability of the PROPOSER to perform the work and the PROPOSER shall furnish to the AUTHORITY all such information and data for this purpose as may be requested. The AUTHORITY reserves the right to inspect PROPOSERS physical facilities prior to award to satisfy questions regarding the PROPOSERS capabilities. The AUTHORITY further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such PROPOSER fails to satisfy the AUTHORITY that such PROPOSER is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Minimum qualifications shall include:
- Category 1: PROPOSERS shall possess required engineering licenses/certifications or employ properly licensed/certified staff required in the Commonwealth of Virginia to provide services for the possible scope. Engineering work shall be prepared under the direct supervision of a professional engineer licensed in the Commonwealth of Virginia. Survey work must be prepared under the direction of a surveyor licensed in the Commonwealth of Virginia.
- Category 2: PROPOSERS shall, at a minimum, possess a professional geologist license issued by the Commonwealth of Virginia.
- Category 3: Safety engineering work shall be prepared under the direct supervision of a professional engineer licensed in the Commonwealth of Virginia. Associated general consulting staff shall be certified or properly trained for the specific task requirements and be experienced with the requirements of the Virginia Department of Labor and Industry (DOLI) and Virginia Occupational Safety and Health (VOSH).
- 9.4. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the PROPOSER in whole or in part without the written consent of the AUTHORITY.
- 9.5. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all PROPOSERS certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any AUTHORITY employee or other PROPOSER, supplier, manufacturer or subcontractor in connection with their proposal as set forth in section § 2.2-4367 and § 2.2-4377 of the Virginia Public Procurement Act.

**9.6. PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with section § 2.2-4342 of the Virginia Public Procurement Act.

**9.7. ANTI-DISCRIMINATION:** By submitting a proposal, all PROPOSERS certify to the AUTHORITY 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, and Section § 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the PROPOSER agrees as follows:

**9.7.1.** The PROPOSER 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 PROPOSER. The PROPOSER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**9.7.2.** Notices, advertisements and solicitations placed by or on behalf of the PROPOSER will state that such PROPOSER 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.

**9.7.3.** The PROPOSER 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.

**9.8. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION**

**9.8.1.** In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the AUTHORITY will not discriminate against faith-based organizations. The PROPOSER also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.

**9.9. MINORITY AND WOMEN-OWNED BUSINESSES:**

**9.9.1.** The AUTHORITY actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals, 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 an application.

**9.9.2.** Disadvantaged Business Enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the PROPOSER enters into pursuant to this contract. The PROPOSER 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.



**9.10. DRUG-FREE WORKPLACE:** In accordance with § 2.2-4312 of the Virginia Public Procurement Act, during the performance of this contract, the PROPOSER agrees to (i) provide a drug-free workplace for the PROPOSER'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 PROPOSER'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 PROPOSER that the PROPOSER 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.

**9.11. CONTRACTOR'S ENVIRONMENTAL REQUIREMENTS:** The AUTHORITY participates in an Environmental Management System program. As such, PROPOSERS 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.

## **9.12. COOPERATIVE PROCUREMENT**

**9.12.1.** This procurement is being conducted on behalf of the AUTHORITY in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

**9.12.2.** For only non-professional services, if approved by the PROPOSER, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The PROPOSER shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of PROPOSER'S bid/proposal.

**9.12.3.** With the approval of the PROPOSER, any public body using the resultant contract has the option of executing a separate contract with the PROPOSER to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

**9.12.4.** The AUTHORITY, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the PROPOSER and any other public bodies, and in no event shall the AUTHORITY, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an AUTHORITY contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the PROPOSER, the PROPOSER may withdraw its consent to extension of the contract to that particular public body.

**9.12.5.** The AUTHORITY assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the PROPOSER may carry out such notification.

**10. SPECIAL CONDITIONS:**

- 10.1. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the AUTHORITY pursuant to the RFP shall belong exclusively to the AUTHORITY and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a PROPOSER shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the PROPOSER 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.
- 10.2. CANCELLATION OF CONTRACT:** The AUTHORITY reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice.
- 10.3. INSURANCE COVERAGE:** The PROPOSER shall, prior to beginning the services specified in this Agreement, file with the AUTHORITY certificates of insurance evidencing insurance coverages of the type and amounts stated below. Coverage shall be through insurance companies authorized to do business under the laws of the Commonwealth of Virginia. PROPOSER shall give the AUTHORITY thirty (30) days prior written notice of any non-renewal or cancellation of coverage. All Subconsultants and subcontractors shall be required to include the AUTHORITY as additional insured on their General Liability insurance policies.

**INSURANCE REQUIREMENTS CHECKLIST**

		Limits	
<u>Required</u>		<u>Coverage Required</u>	<u>(figures denote minimums)</u>
<u>X</u>	1.	Worker's Compensation and Employers' Liability; Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2.	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence
<u>X</u>	3.	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)

- X 4. Professional Liability \$2,000,000 Each Claim  
General Aggregate \$3,000,000  
Best's Guide Rating-A-VIII or better
- X 5. Augusta County Service Authority shall be named as an additional insured on Auto and General Liability Policies (this coverage is primary to all other coverage the AUTHORITY may possess and must be shown on the certificate).
- X 6. 30 day written cancellation notice required, in the event of non-payment, to Augusta County Service Authority – Ref. Code of Virginia Section 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.
- X 7. The Certificate must state RFP No.# **2204** and RFP Title: **General Engineering and Surveying, Hydrogeological Services, and Safety Engineering/Consulting.**
- X 8. PROPOSER shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the Agreement.

- 10.4. LIMITATION OF LIABILITY:** The PROPOSER 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 AUTHORITY projects designed by the PROPOSER which are currently under construction, but in no event shall the aggregate amount of professional liability insurance be less than \$3,000,000.
- 10.5. OBLIGATION OF PROPOSER:** By submitting a proposal, the PROPOSER covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that 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.
- 10.6. UNAUTHORIZED ALIENS:** In accordance with § 2.2-4311.1 of the Virginia Public Procurement Act, compliance with federal, state, and local laws and federal immigration law; requires that the PROPOSER does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 10.7. APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Augusta County, Virginia, as provided under Virginia law. In performing the Work under the Contract, the PROPOSER shall comply with applicable Federal, State, and Local laws and regulations.

- 10.8. ANTITRUST:** By entering into a contract, the PROPOSER conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- 10.9. DEBARMENT STATUS:** By submitting its proposal, the PROPOSER certifies that it is not currently debarred from submitting proposals or bids on contracts by any agency of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
- 10.10. REGISTRATION OF BUSINESS ENTITY:** Any PROPOSER organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be registered with and 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.
- 10.11. REQUIREMENT TO PROVIDE SCC IDENTIFICATION NUMBER:** Any PROPOSER organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its proposal the identification number issued to it by the State Corporation Commission. Any PROPOSER that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal or provide a statement describing why the PROPOSER is not required to be so authorized.

Any PROPOSER described in section **10.11** that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services of the Commonwealth of Virginia or their designee or by the chief executive of a local governing body.

Any business entity described in section **10.11** that enters into a contract with a public body pursuant to this chapter 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.

A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**10.12. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AND VIRGINIA DEPARTMENT OF HEALTH (VDH) REQUIRED CONTRACT INSERTS:**

Currently there are no specific tasks that fall under the various funding options available from DEQ and VDH, but during the term of the contract issued as a result of this solicitation, there may be tasks that will be required to meet these guidelines. **The PROPOSER shall clearly state if they can or cannot meet the requirements of the *Procedural Guidelines for Drinking Water Funding Recipients and the Virginia Clean Water Revolving Loan Fund.***



## *Environmental Management Systems*

---

### Contractor's Environmental Requirements

#### **Index**

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: \_\_\_\_\_