

**AUGUSTA WATER**  
**REQUEST FOR PROPOSAL RFP #2312**

Title: **Landfill Engineering and Groundwater Consulting Services**

Issue Date: November 20, 2023

Sealed Proposals will be received at the following location subject to the Conditions cited herein until **2:00 p.m., December 19, 2023** for securing **Landfill Engineering and Groundwater Consulting Services**.

Where to submit Proposals:

Augusta Water  
Administrative and Engineering Offices  
18 Government Center Lane  
Verona, VA 24482

Copies of Request for Proposals may be obtained by contacting:

Debbie Hensley  
Staff Accountant/Purchasing Agent  
dhensley@augustawater.com  
Telephone (540) 245-5673, Ext. 111  
Or by visiting [www.augustawater.com/bids](http://www.augustawater.com/bids)

Requests for specific information should be directed to:

Cole Seldomridge  
Director of Solid Waste Management  
Phone: (540) 337-2857, Ext. 504  
e-mail: [cseldomridge@augustaregionallandfill.com](mailto:cseldomridge@augustaregionallandfill.com)

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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 (Engineering)  Category 2 (Groundwater)

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

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

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

Official's Signature: (X) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Contact Phone No: (\_\_\_\_) \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**CERTIFICATION PAGE - RETURN THIS PAGE WITH PROPOSAL**

November 20, 2023  
**REQUEST FOR PROPOSAL**  
**RFP #2312**

**Landfill Engineering and Groundwater Consulting Services**

**1. PURPOSE**

This solicitation is issued by Augusta Water as contract operators on behalf of the Augusta Regional Landfill, owned by the County of Augusta and the Cities of Staunton and Waynesboro, all political subdivisions of the Commonwealth of Virginia, herein after collectively referred to as “Owner”. The Owner desires to procure Landfill Engineering (Category 1) and Landfill Groundwater (Category 2) consulting services from qualified firms (Proposer) to assist the Owner in the development of engineering reports, plans, and specifications for various landfill projects as described in Section 3.1 below and to provide for general groundwater consulting tasks as described in Section 3.2 below.

**Up to three contracts may be awarded to consulting firms for engineering tasks (Category 1). One contract will also be awarded to a consulting firm for groundwater tasks (Category 2).**

**2. BACKGROUND**

The Augusta Regional Landfill is located at 749 Christians Creek Road, Staunton, Virginia. The facility has accepted waste since 1971 under two separate permits. The total acreage dedicated to landfill operations including the landfills, convenience area, administrative offices, recycling, leachate handling, borrow areas and buffers is approximately 800 acres. Of this, 165 acres are under Permit No. 21 which has been closed with a VDEQ approved soil cap and is in post-closure care. Permit No. 585 is a lined landfill with 84.4 acres designated for landfill disposal for Phases 1-7. In July of 2017, Owner began filling Phase 4 which has a capacity of approximately 1,400,000 cubic yards. Phase 5 is currently under construction. Phases 6 – 7 have not been constructed and have an approximate capacity of 7,500,000 cubic yards. The facility accepts approximately 500 tons per day.

Permit No. 585 has ten (10) minor and three (5) major permit amendments. Some of the modifications include the amendment of final side slopes, the increasing of average and maximum daily tonnage rates, the utilization of alternate daily cover materials, the addition of Highland County to our service area, and the modification of the groundwater monitoring system.

The leachate collection system for the facility consists of perforated collection pipes within the phases, a main header collection pipe, a gravity sewer line, two pump stations, and an equalization basin. From the equalization basin, the leachate is pumped to an Augusta Water wastewater treatment plant.

The Augusta Regional Landfill is currently installing an active landfill gas collection and control system (GCCS) on Permit No. 585. A GCCS for Permit No. 21 is currently being designed and will be installed in the summer of 2024. Permit No. 585 has nineteen (19) gas migration probes installed and Permit No. 21 has four (4) gas migration probes installed.

The Permit No. 21 groundwater monitoring network consists of nine (9) monitoring wells - two (2) background monitoring wells and seven (7) compliance wells. There are six (6) observation wells

that are used for static water level measurements. Permit No. 21 is monitored semi-annually and is currently in detection monitoring. An alternative source demonstration (ASD) for Permit No. 21 has been submitted to demonstrate that statistically significant increases (SSIs) in inorganics in the uppermost aquifer are naturally occurring.

The Permit No. 585 groundwater monitoring network consists of eleven (11) monitoring wells - two (2) background monitoring wells and nine (9) compliance wells. There are five (5) observation wells that are used for static water level measurements. Permit No. 585 is also monitored semi-annually and is currently in detection monitoring. An alternative source demonstration (ASD) for Permit No. 585 has also been submitted to demonstrate that statistically significant increases (SSIs) in inorganics in the uppermost aquifer are naturally occurring.

### **3. SCOPE OF SERVICES**

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. Landfill Engineering Tasks (Category 1):**

- Design landfill cells that comply with Subtitle D and maximize airspace.
- Complete and submit Part A and Part B permit applications.
- Prepare minor and/or major permit amendments.
- Prepare construction documents, plans and specifications, and support contractor procurement.
- Provide construction management and administration services.
- Provide construction quality control (CQC) and construction quality assurance (CQA).
- Procure flyover mapping to update compaction densities and life expectancies.
- Prepare borrow-pit grading plans as needed.
- Provide leachate management system review and analysis.
- Assist the Director of Solid Waste Management with preparing financial information such as capital budgets, tipping fee analysis, and financial assurance estimates for closure / post-closure.
- Assist with wetlands permitting issues.
- Provide air permitting assistance including the preparation of new source review and Title V permit applications, air emissions inventories, and greenhouse gas (GHG) reporting to EPA.
- Design a landfill gas collection and control system (GCCS) and assist the Augusta Regional Landfill with the development of a landfill gas beneficial use project.
- Assist in the operation and maintenance of a GCCS.

**3.2. Landfill Groundwater Tasks (Category 2):**

- Provide routine monitoring and consultation activities related to groundwater and gas migration.
- Contract directly with a qualified laboratory to perform analytical work.
- Perform statistical analysis, report preparation, and any other reporting required.
- Install additional ground water monitoring wells (as-needed).

**4. TERM**

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

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

**5.1. RFP SUBMITTAL:** Proposals must be submitted no later than 2:00 P.M., Monday, December 19, 2023. Envelopes will be clearly marked as follows:

<b><u>RFP No 2312</u></b>		
<b><u>Landfill Engineering and Groundwater Consulting Services</u></b>		
From: _____	<u>December 19, 2023</u>	<u>2:00 PM</u>
Name of Consulting Firm	Proposal Due Date	Time Due
_____ Street or Box Number		
_____ City, State, Zip Code		
ATTN: <u>Cole Seldomridge, Director of Solid Waste Management</u>		

**5.2. 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. Three (3) 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.

**5.3. Proposal Preparation:** The Owner intends responses to this Request for Proposals be concise, informative, and inexpensive for the Proposer to prepare. Responses must be in the following format and contain the information requested:

**5.3.1. Introduction:** In this introduction section the Proposer is expected to introduce his firm to Owner. This section should contain a brief history of the firm, its location, locations of the office that will provide service for this 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.

- 5.3.2. Performance Personnel:** This section must provide a listing of a team of professional personnel that will be 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.
  - 5.3.3. Team Organization:** This section must define organization among the individuals stipulated as available in the preceding section. It is anticipated this section will highlight areas of individual and combined team specialized experience and will give the Owner 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 Owner. The team presented, is expected to represent the primary team members that would be assigned to Owner Task Orders if awarded a contract.
  - 5.3.4. 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.
  - 5.3.5. References:** This section must provide references from municipal clients for which similar work has been performed.
- 5.4. EVALUATION:** Following the receipt of these proposals, an Owner selection committee 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 proposals will be evaluated based on the following criteria:
- 5.4.1.** Experience of firm relevant to the existing facilities of the Owner, Virginia Design/Construction/Regulatory requirements, and the scope. (Possible 50 Points.)
  - 5.4.2.** General approach to the scope of work. (Possible 20 Points.)
  - 5.4.3.** Qualifications of key personnel to be assigned to the contract. (Possible 20 Points.)
  - 5.4.4.** References from municipal clients for which similar work has been performed. Relevant information will be solicited regarding services and overall capabilities of the firm. (Possible 10 Points.)

## 5.5. AWARD:

- 5.5.1. Owner reserves the right to select multiple firms to support the scope of work in each category.
- 5.5.2. Owner may enter into negotiations based on proposals and follow-up information from the Proposers or their references without the requirement for interviews. If interviews are conducted, the interviewed firms will be ranked based on proposal content and the interview. Owner will attempt to negotiate a contract with the firm ranked number 1. If a contract cannot be negotiated with the number 1 ranked firm, negotiations will be concluded with that firm and initiated with the next lower ranked firm. This procedure may be followed until the specified number of contracts are negotiated.
- 5.5.3. In the event a single firm is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, Owner may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified firm.
- 5.5.4. Owner 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 Owner will be served as specified in Section §2.2-4319 of the Virginia Public Procurement Act.
- 5.5.5. Owner will provide public notice announcing its decision to award by posting the Notice of Intent to Award on the Owner website, the Virginia Electronic Business Opportunities website and by mailing/emailing the notice to all Proposers submitting a proposal.
- 5.5.6. Owner reserves the right to offer the successful firm with the 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 Owner.

## 6. PRE-PROPOSAL CONFERENCE

At this time, a pre-proposal conference by Owner is *not required* in order for a proposal to be accepted for review. Should any potential Proposer have questions, they may contact **Cole Seldomridge, Director of Solid Waste Management, Phone: (540) 337-2857, Ext. 504, or by e-mail: [cseldomridge@augustaregionallandfill.com](mailto:cseldomridge@augustaregionallandfill.com)** 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 Owner on our website at [www.augustawater.com/bids](http://www.augustawater.com/bids).

## AUGUSTA WATER GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The terms “Bid” and “Proposal” shall be deemed equivalent. The term “Bidder” shall include proposers responding to a Request for Proposals (RFP).
2. **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.
3. **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 solicitation. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
4. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER’s website at [www.augustawater.com/bids](http://www.augustawater.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.
5. **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.
6. **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.  
**Category 1:** The Lead designer shall have at least 10 years of progressively responsible experience in solid waste engineering, facility permitting, and operations support. Bidders 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.  
**Category 2:** The Lead geologist shall have at least 10 years of progressively responsible experience in addressing groundwater issues at landfills. Bidders shall possess a professional geologist license issued by the Commonwealth of Virginia.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
8. **INDEPENDENT CONTRACTORS:** The parties hereto are independent contractors and are not agents, partners, or joint venturers. Neither party shall have the ability to bind the other to any contract

with a third party and neither party shall hold itself out to any third party as having the right to bind the other party to any contract.

9. ANTITRUST: By entering into a contract, Bidder conveys, sells, assigns, and transfers to OWNER all rights, title and interest in and to all causes of action you 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 OWNER under this contract.
10. SCC REGISTRATION: Pursuant to Virginia Code § 2.2-4311.2, the Bidder must be registered with the State Corporation Commission if so required by Title 13.1 or Title 50 of the Virginia Code or otherwise required by law.
11. 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.
12. SUBROGATION: Any and all waivers of subrogation by OWNER contained in the Contract Documents, including without limitation the General Conditions, are hereby deleted. Any and all binding arbitration provisions contained in the Contract Documents are hereby deleted.
13. GOVERNING LAW: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation between the parties arising under such contract shall be brought in a court of competent jurisdiction in Augusta County, Virginia. The Bidder shall comply with all applicable federal, state and local laws, codes, rules and regulations.
14. 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 any contract resulting from this solicitation, 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.

15. **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.
16. **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 OWNER's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the OWNER 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 Bidder enters into pursuant to this solicitation. The Bidder 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.

17. **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.

18. **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.
19. **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 a contract resulting from this solicitation 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.
20. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

21. **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 solicitation.
22. **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.
23. **CANCELLATION OF CONTRACT:** Unless otherwise specified in the RFP/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 that are necessary for curtailment of the Bidder's work under said contract.
24. **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 resulting from this solicitation because of any misunderstanding or lack of information.
25. **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.
26. **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 the contract resulting from this solicitation. 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 General Condition Section "NEGOTIATION WITH THE LOWEST BIDDER."
27. **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 the contract resulting from this solicitation prior to the issuance of the written solicitation. 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).

28. **INSURANCE COVERAGE:** Unless otherwise specified in the RFP/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 resulting from this solicitation, 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	\$1,000,000 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	\$1,000,000 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.

OWNER shall be named as an additional insured on Auto and General Liability Policies (this coverage is primary to all other coverage OWNER may possess and must be shown on the certificate).

The Bidder shall, prior to beginning the services specified in any contract resulting from this solicitation and for the duration of said contract, file with the Owner certificates of insurance evidencing insurance coverages of the type and amounts stated. Coverage shall be through insurance companies authorized to do business under the laws of the Commonwealth of Virginia. Bidder shall give the OWNER thirty (30) days prior written notice of any non-renewal or cancellation of coverage.

All Subconsultants and subcontractors shall be required to include the OWNER as additional insured on their General Liability insurance policies.

30 day written cancellation notice is required, in the event of non-payment, to OWNER – 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.