

Town of Dublin

Request for Proposals #25-001

Qualified Environmental Professionals



**Office of the Town Manager
Dublin Town Hall
101 Dublin Park Rd
Dublin, VA 24084**

ADDENDUM #1: EXTENSION OF PROPOSAL DEADLINE

Original Due Date: August 25, 2025 at 4:00 PM

New Due Date: September 12, 2025 at 4:00 PM

Deadline for Questions (Extended): September 5, 2025 at 5:00 PM

All other terms, conditions, requirements, and evaluation criteria of the RFP remain unchanged. Proposals already submitted remain valid and under consideration. Offerors may also submit revised or new proposals until the extended deadline.

Town of Dublin

Request for Proposals #25-001

Qualified Environmental Professionals



**Office of the Town Manager
Dublin Town Hall
101 Dublin Park Rd
Dublin, VA 24084**

Release Date: July 21, 2025

Deadline for Questions: August 11, 2025 at 5:00 PM
(superseded by Addendum #1 now September 5, 2025)

Due Date: August 25, 2025 at 4:00 PM (superseded by
Addendum #1 now September 12, 2025)

**TOWN OF DUBLIN
Request for Proposals
Qualified Environmental Professionals**

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INTRODUCTION

The U.S. Environmental Protection Agency (EPA) has awarded the Town of Dublin (Town) a Brownfields Multipurpose Grant to support environmental assessments, cleanup planning, and remediation efforts across the Dublin Industrial Park Target Area. Through this Request for Proposals (RFP), the Town invites submissions from Qualified Environmental Professionals (QEPs) to carry out the technical components of the project, working closely with Town staff, the New River Valley Regional Commission (NRVRC), and community stakeholders.

As a result, the Town is soliciting priced proposals from QEPs and cleanup contractor teams with proven expertise in environmental site and risk assessment, management plans, quality assurance project plans, groundwater and soil sampling, remediation strategies and cleanup, cost estimates and cost control, and community outreach and public presentations. Applicants must be licensed to be qualified to do business and provide engineering services in the Commonwealth of Virginia and present verifiable qualifications, experience, and knowledge regarding all aspects of Brownfields assessment, remediation, reuse planning, and redevelopment, including, but not limited to, relevant Federal and Virginia state policies and guidelines, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and EPA standards and practices, including EPA Quality Assurance Project Plan (QAPP) requirements. The QEP will work under the direction of Town personnel, including the Town Manager and relevant departmental staff associated with the project.

This project is being carried out in compliance with all applicable federal regulations, including Title VI of the Civil Rights Act of 1964.

SITE DESCRIPTIONS

The premises consist of the Town-owned property located at the Dublin Industrial Park Target Area, made up of five sites or areas. All of these priority sites are owned by the Town of Dublin. One priority site (Site #5) is partially owned privately. Site access will be granted for necessary assessment and cleanup.

The selected QEP will provide environmental services for the following five priority areas and potentially additional sites as identified:

1. Site/Area #1 Former Wastewater Treatment Plant/Future Use Area C (79 acres) (Portion of Parcel #056-1-067)
2. Site/Area #2 Mixed-Used District (16.5 Acres, 11-10,000 sq ft buildings) (Parcels 056-1-T-110A, 056-1-115, 056-32-1, 056-32-2, 056-1-T-110)
3. Site/Area #3 Warehouse District (41 Acres) (Portion of Parcel #056-1-067)
4. Site/Area #4 Future Use Area A (27.4 Acres) (Portion of Parcel #056-1-067, 065-1-170)
5. Site/Area #5 Future Use Area B (38 Acres) (Portion of Parcel #056-1-067, 056-1-67C, 056-1-111, 056-1-114)

Dublin parcel maps can be viewed at:

<https://pulaskicounty.maps.arcgis.com/apps/webappviewer/index.html?id=577c945792274a479ec67b0e95c8c08e>

Additional site information may be reviewed in Attachment A: FY24 EPA Brownfields Work Plan

SCOPE OF SERVICES

The QEP shall perform services in compliance with federal procurement regulations, specifically 2 CFR §§200.318–327. The scope includes but is not limited to:

A. Assessment Activities

- Conduct two ASTM-AAI compliant Phase I Environmental Site Assessments (ESAs) covering all five priority sites/areas
- Conduct up to five Phase II ESAs
- Prepare and submit a Generic Quality Assurance Project Plan (QAPP) with updates as needed
- Prepare Quality Management Plan (QMP), Field Sampling Plans (FSPs), and Health and Safety Plans (HASPs)
- Conduct asbestos, lead-based paint, and other hazardous material inspections
- Provide documentation and deliverables required for EPA ACRES database updates

B. Cleanup Planning

- Develop up to five Analysis of Brownfields Cleanup Alternatives (ABCA) and Remedial Action Plans (RAPs)
- Incorporate community vision and input into all planning efforts
- Conduct reuse planning including feasibility studies for alternative energy generation, stormwater master planning, and trail system planning
- Prepare illustrative renderings for up to five priority sites/areas

C. Remediation Oversight

- Provide regulatory coordination and project management for remediation efforts
- Serve as Construction/Remediation Manager to oversee field activities
- Oversee remediation contractor during site preparation, including soil erosion, sediment control, and stormwater management
- Oversee removal and transportation of impacted soil and sludge (estimated 500 tons), followed by clean soil placement and grading (estimated 500 tons)
- Oversee asbestos abatement activities
- Prepare and submit application materials for the Virginia Voluntary Cleanup Program and all supporting documentation for the target site(s)

D. Community Engagement & Coordination

- QEP will support public meetings, project coordination, and compliance reporting
- Present findings at public meetings and assist in outreach materials
- Attend Brownfields Task Force meetings and provide technical insight
- Coordinate with NRVRC, EPA Region III, VA DEQ, and local agencies

E. Additional Site Identification (if funds remain)

- Assist the Town and Brownfields Task Force in screening and prioritizing future sites based on redevelopment potential and community input

The scope of the project activities may be expanded or reduced depending on the availability of funding. The successful individual/firm will be required to assimilate the planning and stakeholder input that has taken place in developing the Brownfields Program.

PROJECT OVERVIEW AND GOALS

The Dublin Industrial Park Target Area includes underutilized municipal and private properties with potential for job creation, recreational space, renewable energy production, and mixed-use redevelopment. Specific goals include:

- Creating new space for light industrial and logistics tenants (e.g., Camrett Logistics expansion)
- Supporting alternative energy projects and emissions reduction
- Reclaiming blighted properties for community benefit (dog park, trails)
- Enhancing economic opportunities in underserved census tracts

CONTRACT PERIOD

The successful QEP Contractor will be chosen and a contract for services signed upon the successful completion of the RFP. The successful bidder is expected to begin work immediately upon execution of a contract with the Town. The Town of Dublin's Cooperative Agreement with the EPA is expected to extend in fiscal year 2029. The project will commence upon selection of a QEP Contractor and issuance of a notice to proceed; all contracted services must be completed by the end of the period of performance outlined in the Town's final agreement with the EPA.

The selected QEP Contractor's services will be contracted for the duration of this grant period or until all work is completed and approved by the EPA, whichever comes first. The Town of Dublin may amend or extend this contract beyond the initial 4 years to accommodate the terms and conditions of the FY24 Grant or future EPA grants awarded to the Town of Dublin within this 4-year period (i.e., until FY29) provided a market survey conducted by the Town of Dublin indicates that the prices the contractor proposes are reasonable.

REQUIRED FEDERAL PROVISIONS

The contract will include:

- Title VI of the Civil Rights Act of 1964
- Davis-Bacon Act compliance for remediation work
- FOIA requirements and proprietary information guidelines (Virginia Code §2.2-4342(F))
- Conflict of Interest limitations (Virginia Code §2.2-3100 et seq.)
- Federal nondiscrimination regulations under 40 CFR Parts 5 & 7

TOWN RESPONSIBILITIES AND PROJECT OVERSIGHT

The Town of Dublin, in partnership with the NRVRC, will be responsible for project oversight, reporting coordination, and payment processing. Regular project coordination meetings will be held (monthly or as needed) with the QEP to track progress, provide guidance, and ensure compliance with EPA grant requirements. The Town will support community engagement efforts and provide access to site data and relevant stakeholder input.

PROPOSAL REQUIREMENTS

Proposals must include:

1. **Firm Qualifications and Experience**
 - o Description of firm and relevant experience (minimum 5 years)
 - o EPA Brownfields experience, including similar multipurpose or assessment/cleanup projects
 - o At least three examples of comparable projects with contact information
2. **Project Team and Subcontractors**
 - o List of staff with qualifications, licenses (e.g., PE, PG, asbestos certification)
 - o Resumes of key personnel and organizational chart
 - o Roles, responsibilities, and expected time commitment for each team member
3. **Approach and Methodology**
 - o Description of approach to each task (Assessment, Planning, Remediation, Community Engagement)
 - o Timeline and deliverable schedule aligned with the grant period (2024–2029)
 - o Plan for coordination with the Town, NRVRC, and community stakeholders
4. **Cost Proposal**
 - o Rate schedule for all staff and subcontractors
 - o Task-based cost estimates (Assessment, Planning, Remediation)
 - o Total estimated budget not to exceed \$850,000 (Contractual + Other)
5. **Insurance and Compliance**
 - o The Consultant selected under this RFP shall continuously maintain at their expense during the life of any contract with the Town of Dublin: Comprehensive General Liability insurance, Workers' Compensation/Employer's Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance, Environmental Impairment (Pollution) Insurance, and other insurance as may be required by the Town of Dublin. Such insurance shall be maintained with such companies, with such coverages (including various required endorsements), and such amounts and subject to such other terms and conditions as shall be set forth in the continuing contract between the Town of Dublin.
 - o Compliance with Davis-Bacon Act and federal procurement requirements
6. **References**
 - o Please provide at least three references, who can address the firm or QEP Contractor's general approach to project management and/or the QEP Contractor's qualifications and experience relative to EPA Brownfields Programs

The QEP may not assign, subcontract, or transfer any part of the contract without prior written consent from the Town of Dublin. Any approved subcontractor must meet all the same qualification and compliance standards outlined in this RFP.

PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

- Submit one (1) PDF via email or on USB, clearly labeled with:
 - o RFP Title
 - o Firm Name
 - o Submission Date
- Follow the order outlined above

- Include a REDACTED COPY for FOIA if proprietary content is present
- One (1) original marked “Original,” three (3) printed copies, and one (1) copy on USB must be submitted if delivering a physical proposal.
- Digital files should be submitted in PDF or DOC format.
- Proposals should:
 - Be signed by an authorized representative
 - Be clear, concise, and well organized
 - Follow the order of the Proposal Requirements section
 - Be bound or assembled as a single document where practical
- All proprietary or trade secret content must be clearly marked and justified in writing under Va. Code § 2.2-4342 (F).
- In the event the Town office is closed at the time of submission due to inclement weather or emergency, proposals will be accepted the next business day at the same time and location.

SUBMITTAL ADDRESS

Submit proposals electronically to: dcullip@dublintown.org

Or mail/hand-deliver to:

Town of Dublin
 Attn: Kimberly Dalton, Assistant Treasurer
 P.O. Box 1066
 Dublin, VA 24084-1066

Late proposals will not be considered. Interviews may be scheduled with finalists.

EVALUATION CRITERIA

Evaluation Factor	Weight
Experience with EPA Brownfields Projects	25
Staff Qualifications and Certifications	20
Project Approach and Methodology	20
Cost Effectiveness and Budget Feasibility	20
Familiarity with Local Context & References	15
Total Possible Points	100

REQUIRED FORMS (Include as Appendices)

1. Reference Form (3 examples minimum)
2. SCC Registration Sheet (with valid ID # or explanation)
3. Proprietary/Confidential Summary Sheet (if needed)
4. MBE/WBE Participation Form (encouraged, not required)
5. Subcontractor Information Form (if applicable)

Title VI Compliance Statement:

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations, the Town of Dublin does not discriminate on the basis of race, color, national origin, sex, age, disability, or limited English proficiency in any of its programs or activities. Persons requiring

special accommodations or language assistance should contact the Town Manager's Office at (540) 674-4778 at least seven days prior to the submission deadline.

ATTACHMENTS

- Attachment A: FY24 EPA Brownfields Work Plan (provided upon request)
- Attachment B: Parcel Maps and Site Overview
- Attachment C: Sample Contract with Federal Clauses

This project is funded in part by the U.S. Environmental Protection Agency. The Town of Dublin is an Equal Opportunity Employer.

COMPLETED FORMS MUST BE INCLUDED WITH THE PROPOSAL SUBMISSION

REFERENCE FORM

Describe previous work experience for at least five (5) engagements that are similar in-service type, size, scope, and/or complexity in the past five (5) years. Information shall include, but is not limited to, the following.

Client Company's Name _____

Contact Name _____ Telephone Number _____

Email Address _____

Fax Number _____

Address _____

Detailed scope of services

Beginning and ending dates _____

Contract value \$ _____

Other information:

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

PROPOSAL SUBMISSION FORM

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____
Address _____ Title _____
Remittance Address _____ Telephone No. _____
FAX No. _____
Email _____

Indicate Which Apply:

___Corporation. ___Partnership ___Sole Proprietorship ___Small Business ___DBE ___MBE/WBE

Organized under the laws of the State of _____ Age of Firm: _____ years
Principal place of business at _____

Annual gross Receipts: Indicate by checking X the appropriate block that applies to your firm:
___ Less than \$7,500,000 ___ More than \$7,500,000

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

SECTION III - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of Va. Code §§ 2.2-3100, et seq., the “State and Local Government Conflicts of Interest Act.”

The Offeror is [] is not [] aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IIII - COLLUSION

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and results in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION SHEET

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, Offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offerors out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals: ☐

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

Proprietary/Confidential Information Summary Sheet

NAME OF FIRM/OFFEROR: _____

Trade Secrets and Proprietary Information: Ownership of all data, materials and documentation originated and prepared for the State pursuant to RFP # 24-001 shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4242(F) of the Code of Virginia, in writing. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE-ITEM PRICES AND/OR TOTAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

Document or Section/Title	Specific Page Number(s)	Reason(s) for Withholding from Disclosure. See the Reason Codes listed below.

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

A = This page contains information relating to “trade secrets”, and “proprietary information” including possessions, operations, style of work, or apparatus, identify, confidential statistical data, amount, or source of any income of any person (or) partnership. “See Va. Code Section 2.2-4342 (F). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B = This page contains proprietary information including confidential, commercial, or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Va. Code Section 2.2- 4342(F).

C = This page contains proprietary information including confidential, commercial, or financial information. The disclosure of such information would cause substantial harm to our competitive position and impair the Government’s ability to obtain necessary information from contractors in the future.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFERORS MUST RETURN THIS COMPLETED FORM WITH PROPOSAL

MINORITY BUSINESS REPORT

It is the intent of the Town to promote small business (SBE), minority business (MBE), and women-owned business (WBE), you are requested to report the total dollars that will be sub-contracted to each of the business classifications pertaining to this contract. If you should sub-contract SBE's, MBEs, and WBE's, it is important that you list the dollar figures separately for each general classification.

The Town tracks the amount of business received by SBE, MBE, and WBE Firms (whether as a prime contractor or a subcontractor) depend upon the business community partnering with us in this important endeavor. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from Town contracts.

Complete the following information and return this form with your proposal. IF you are an SBE, MBE or WEB, please check on of the following boxes:

☐ SBE ☐ MBE ☐ WBE

If you are non-subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

Total SBE Dollars to be Sub-contracted \$ _____

Total MBE Dollars to be Sub-contracted\$ _____

Total WBE Dollars to be Sub-contracted\$ _____

If you are not an SBE, MBE, or WBE and you do not plan to utilize such firms in this contract please state your reasons:

Complete and submit this form with Proposal Response

SUBCONTRACTOR INFORMATION FORM

Project Name: Qualified Environmental Professionals

Project Number: 25-001

Project Manager: _____ Date: _____

Primary Contractor Information

Company Name: _____

Contact Name: _____

Email: _____

Phone Number: _____

Subcontractor Information

Subcontractor Name	Contact Person	Email Address	Telephone Number	Scope of Work	Percentage of Work Performed %	Contract Value \$

Notes/Comments:

Signature (Primary Contractor): _____

Date: _____

Complete and submit this form with Proposal Response

SAMPLE CONTRACT

CONTRACT: #25-001

This Contract is entered into this ____ day of _____, 2025, by and between the Town of Dublin, Virginia ("Town"), 101 Dublin Park Rd, Dublin, Virginia 24084, and _____, the Contractor, _____, (a _____ (partnership or corporation), authorized to do business in Virginia, for the services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, et seq. ("VPPA"), which is incorporated herein by reference.

SECTION I SPECIAL PROVISIONS

I.1 Contract Term

The term of this Contract shall commence on the date of the award and will continue for four years or until all Work set forth in the Scope of Work shall be complete, whichever shall first occur, unless earlier terminated or renewed in accordance with the terms of this Contract. This Contract may be renewed for successive period of one year, provided that the entire term of this contract does not exceed 8 years.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Town's Solicitation RFP #25-001, entitled "Qualified Environmental Professionals".
2. Contractor's Proposal dated _____.
3. _____.

I.3 Precedence of Terms

In the event of an inconsistency between the above-referenced documents, the inconsistency shall be resolved by the following order of precedence:

- a. The Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq.
- b. This executed Contract #25-001,
- c. Town's Solicitation RFP #25-001, entitled "Qualified Environmental Professionals".
- d. Contractor's Proposal dated _____.

I.4 Provision of Services – Scope of Work

The Contractor shall provide a Qualified Environmental Professionals as described herein and further outlined in Scope of Work and Contractor's Proposal.

I.5 Contract Amount

The _____.

I.6 Method of Payment

The Contractor shall submit invoices on a monthly basis on the first day of the month identifying the services performed and the percentage of the work completed. The invoice should cite the Purchase Order Number, Contract Number, and date of services. Town will make payment to the Contractor, net 30 days, after receipt of an acceptable invoice.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

During the period of performance, the Contractor shall make no substitutions of key personnel unless approved in writing by the Contract Administrator.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumés for the proposed substitutes, and any additional information requested by the Contract Administrator. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contract Administrator will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Insurance

Contractor shall maintain insurance in an amount as set forth in the RFP and shall otherwise comply with the Insurance Requirements set forth in the following numbered Paragraphs:

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the Contract work.
2. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
3. The Contractor agrees to provide insurance issued by companies authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
4. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein and making Town an additional insured, and shall have it filed with the Town Manager before a Contract is executed and any work is started.
6. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by Town. These certified copies will be sent to Town from the Contractor's insurance agent or representative.
7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the Town Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town Manager.

8. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to Town for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.

10. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

11. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor(s) and Town. The Contractor shall be as fully responsible to Town for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

12. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

13. The Contractor shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

14. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Town Manager, may be considered.

15. Town shall be named an additional insured in the General Liability policies and stated so on the Certificate. This endorsement shall be added using form CG 2010(11/85) or its equivalent.

16. Waiver of subrogation endorsement under workers compensation shall be included to waive subrogation against Town or its officers and employees.

1.10 Hold Harmless, Indemnify, and Defend Town

The Contractor agrees to indemnify, defend at its own expense, and hold harmless Town, its officers, agents, employees, and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts or omissions of the Contractor, including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

SECTION II GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the prior express written permission of Town.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Town Manager shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Town Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless Town is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. 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.

2. Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

II.4 Drug-free Workplace to be Maintained by Contractor

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor 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 this Contract.

II.5 Claims/Disputes

Contractual Disputes and Claims: In accordance with Va. Code § 2.2-4363, this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Va. Code § 2.2-4365 is not applicable to this Contract. Under no circumstances is this section an administrative appeals procedure governed by Va. Code § 2.2-4365.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) business days after the occurrence or the event giving rise to the claim or within ten (10) business days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within 30 calendar days from the receipt of the claim from the Contractor and shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Va. Code § 2.2-4363, full compliance with the disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Contractor against the Town arising out of the Contract.

II.6 Termination for Convenience of the Town

The parties agree that Town may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the Town Manager shall determine that such termination is in the best interests of the Town.

Termination, in whole or in part, shall be affected by delivery of a Notice of Termination signed by the Town Manager or designee, mailed, or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;

4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Town Manager; and

5. use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Town Manager.

Town shall pay reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, Town shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- a. cost of work performed or supplies delivered;
- b. the cost of settling and paying any reasonable claims as provided in subparagraph (4) above;
- c. a sum as profit on (a) determined by the Town Manager to be fair and reasonable.

2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the number of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided. In the event that the Contractor is not satisfied with any payments, which the Town Manager shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the "Claims and Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from Town whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Examination of Records

The Contractor agrees that Town, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term “subcontract” as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then Town may terminate this Contract upon thirty (30) calendar days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the Town shall be liable only for payments due through the date of termination.

II.10 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Va. Code §§ 2.2-4367 through 2.2-4377, and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.11 Governing Law and Forum

This Contract and any disputes hereunder shall be governed by the Constitution and laws of the Commonwealth of Virginia. Any legal action arising out of or related to this Contract shall be filed in a state court located in Pulaski County, Virginia, or the United States District Court for the Western District of Virginia, Roanoke Division, to the exclusion of the courts of any other jurisdiction.

II.13 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.

II. 14 Force Majeure

If either party to this Contract is rendered unable, wholly or in part, to carry out its obligations under this Contract in a timely manner by reason of some cause beyond the control and without the fault or negligence of the Party that amounts to Force Majeure, such party shall give to the other party prompt written notice within in five (5) business days thereof with reasonably full particulars, and if undisputed, the obligation of the party giving notice to perform its obligations shall be suspended during, but no longer than, the continuance of the Force Majeure, and such party shall act diligently to remove the Force Majeure as soon as practical and to reschedule the work or take such other action as is reasonable necessary to mitigate any delay.

For the purposes of this section, Force Majeure shall mean:

- (a) An act of way, whether or not declared, civil war, insurrection, riot, acts of terrorism, or any condition incident to the foregoing.
- (b) Acts of the Federal or State government or the entry of a court order, intended to, or having the effect of stopping or delaying the work.

(c) An Act of God which for the purposes of this section shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature or pandemic beyond the power of the party to foresee or make preparation in defense of. The performance of the work shall not be adjusted for normal inclement weather.

II.15 Immigration and Control Act of 1986

Pursuant to Va. Code § 2.2-4311.1, the Contractor certifies that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Contractor:

By: _____

Signature in ink Date

Town of Dublin, VA:

By: _____

Town Manager Date

APPROVED AS TO FORM:

Town Attorney

Date