

**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:** September 10, 2025

**Deadline for Questions:** October 1, 2025 at 5:00 PM

**Due Date:** October 10, 2025 at 5:00 PM

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

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*This solicitation supersedes any prior draft notices or addenda previously circulated. The Town is formally advertising this RFP through the Commonwealth's electronic procurement system (eVA) to ensure compliance with the Virginia Public Procurement Act and EPA procurement requirements.*

## **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 SUBMISSION INSTRUCTIONS**

In accordance with the Virginia Public Procurement Act (Va. Code §§ 2.2-4300 et seq., as amended January 1, 2025) and federal procurement requirements under 2 CFR Part 200, the Town of Dublin provides multiple submission options.

Offerors may submit their proposals in one of the following ways:

- Electronically through eVA: Proposals may be submitted through the Commonwealth’s electronic procurement system (eVA) at <https://eva.virginia.gov>
- By Mail or Hand Delivery: One (1) original marked “Original,” three (3) printed copies, and one (1) electronic copy on USB drive may be delivered to:  
     Town of Dublin  
     Attn: Kimberly Dalton, Assistant Treasurer  
     P.O. Box 1066  
     Dublin, VA 24084-1066
- By Email: A single consolidated PDF may be emailed to: [dcullip@dublintown.org](mailto:dcullip@dublintown.org)

All proposals, regardless of method, must be received by October 10, 2025 at 5:00 PM

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

EPA’s Uniform Guidance (2 CFR §§ 200.318–327) requires full and open competition and adequate public notice but does not mandate paper submissions. The use of eVA ensures a publicly accessible, transparent, and competitive solicitation process. Because eVA is the statewide system available to all vendors, requiring electronic submission only is fully compliant with both state and federal requirements.

- 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).

### **EVALUATION CRITERIA**

<b>Evaluation Factor</b>	<b>Weight</b>
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
<b>Total Possible Points</b>	<b>100</b>

### **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
- 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:

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**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:

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Signature (Primary Contractor): \_\_\_\_\_

Date: \_\_\_\_\_

**Complete and submit this form with Proposal Response**

**BROWNFIELDS MULTIPURPOSE COOPERATIVE AGREEMENT  
WORK PLAN  
FOR  
Town of Dublin 2024 EPA Brownfields Multipurpose Grant  
June 2024 thru May 2029**

Amendment Submitted by  
**Town of Dublin Municipal Office**  
P.O. Box 1055, Dublin, VA 24084-1066  
Lead Contact: Darrin Cullip  
540-674-4798

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8.0	PRE-AWARD COSTS

## **Attachments**

Attachment 1 Outputs / Outcomes Tables

Attachment 2 Budget Detail (saved as separate document)

### **1.0 PROJECT OVERVIEW**

#### **Project Description**

##### **1) Description of the Priority Brownfield Site including project objective(s):**

The Dublin Industrial Park Target Area is made up of five sites or areas. All of these priority sites are owned by the Town of Dublin. The Town affirms that it is not responsible for the contamination, as noted previously. One priority site (Site #5) is partially owned privately. Site access will be granted for necessary assessment and cleanup.

##### **Site/Area #1 Former Wastewater Treatment Plant/Future Use Area C (79 acres) (Portion of Parcel #056-1-067)**

South of Future Use Area B, is a parcel owned by the Town of Dublin, a former Wastewater Treatment Plant and Future Use Area C. The parcel contains eight former wastewater treatment structures that need assessment, including underground wells used to characterize subsurface petroleum contamination, a former water treatment plant, and old pump stations. **An unnamed tributary of the New River runs through Site/Area #1.** New uses will be determined based on assessment results including potential plans to build structures to support the Mixed-Use and Warehouse District priority sites. Remediation for this area will include sludge removal from drying beds for offsite disposal, asbestos abatement, and any subsurface contamination identified during the Phase II evaluation of the area.

##### **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)**

Directly to the south of the Dublin municipal offices is the Mixed-Use District priority site, owned by the Town of Dublin. The entire site/area requires an assessment for recognized environmental conditions. Two of the eleven storage buildings have already been renovated - one into an office complex and a store that sells locally made furniture and local goods, another into a machine shop with office space and a hardware store. Nine of the eleven steel and wood storage buildings need asbestos surveys. Phase II assessments may be required due to the historical use of the site for chemical and petroleum storage tanks. Asbestos abatement designs will be developed based on the surveys that will be used to bid abatement services to ready the structures for reuse, as the Town plans to ready the buildings for future tenants.

##### **Site/Area #3 Warehouse District (41 Acres) (Portion of Parcel #056-1-067)**

Directly south of the Mixed-Use District is the Warehouse District priority site owned by the Town of Dublin, with a warehouse, blighted boiler building and several vacant areas. The Warehouse District is partially occupied by tenants like Camrett Logistics offering supply chain services in the Main Plant warehouse building. Plans for the Warehouse District include cleanup of a former kerosene tank and asbestos abatement in the boiler building. After assessment and cleanup, future use planning for the site of the former boiler building is essential to increase rental income for Dublin. If the boiler building cannot be reused, it will be removed to free up space for the development of other facilities. Roof repairs on all buildings will allow for future rooftop solar panels. The site already uses two electric trucks used to deliver materials from warehouse to a nearby industry. The Warehouse District will spearhead initiatives to switch from fossil fuel usage to green energy throughout the Industrial Park and will be the incubator site for using renewable energy and energy efficient building options.



**Site/Area #4 Future Use Area A (27.4 Acres) (Portion of Parcel #056-1-067,065-1-170)**

Directly south of the Warehouse District is Future Use Area A owned by the Town of Dublin. Assessment measures will include overall site evaluation for potential contaminants and plans to include a walking trail through this tree-covered tract so that those working in the Dublin Industrial Park and others in neighboring low-income communities can enjoy the benefits of a new outdoor recreation facility to increase health and well-being. **An unnamed tributary to Peak Creak is located in Site/Area #4.** There are privately owned parcels adjacent to this area (065-1-97, 065-1-96, 065-1-93) that will be evaluated to add a water pump station and potentially construct additional low-income housing.

**Site/Area #5 Future Use Area B (38 Acres) (Portion of Parcel #056-1-067, 056-1-67C, 056-1-111, 056-1-114)**

East of the Mixed-Use District is a priority site that includes a parcel privately owned by Cullip Services Holdings, LLC. (056-1-67C) and additional parcels owned by the Town of Dublin (056-1-111 and portions of #056-1-067) and the County of Pulaski (056-1-114), known as Future Use Area B. The owners have granted site access for site assessments. The parcel is largely undeveloped, the west side containing a building that operates as an animal shelter (on the parcel owned by the County). Dublin will assess the site for potential contaminants and plan for a future dog park adjacent to the animal shelter, for those working in the Dublin Industrial Park Target Area and those in the surrounding low-income communities to use to increase health and well-being. The site will be evaluated for potentially solar energy production facility.

**Identifying Additional Sites:**

In the event that grant funds remain after addressing the priority sites, Dublin will meet with the Brownfields Task Force consisting of one representative from community groups mentioned in Section 2.b.i and two representatives from the Town of Dublin to identify and prioritize additional sites within the Town of Dublin for selection, based on consideration criteria that include the site's ability to create economic growth and positive change for underserved and disadvantaged census tracts. These additional sites will be presented at quarterly community meetings and ranked for future site selection based on the approved Community Involvement Plan (CIP). Community input garnered from community engagement meetings and activities will inform the final Task Force ranking.

**2) Outcomes and Benefits of Overall Plan for Revitalization:**

The outcomes of assessment and planning for revitalization are to increase rental income in the Dublin Industrial Park to serve industries in Dublin and the adjacent Pulaski County and create economic opportunities with sustainable living-wage jobs like those at Camrett Logistics, a current tenant in the main plant. The multipurpose grant will support efforts to decrease the unemployment rate and percentage of low-income households by capitalizing on the Target Area's potential for job creation. Outcomes and benefits of the overall plan for revitalization include planning adaptation measures on each priority site that would increase alternative energy capacity and production which will reduce greenhouse emissions- actions that will collectively make the Target Area more resilient to climate change.

**3) Organizational Capacity, Organizational Structure, and Description of Key Staff**

**Project Director:** Darrin Cullip, Dublin Town Manager, will serve as Project Director. He previously served as Assistant Town Manager, overseeing all utilities, sanitation, and facilities. His experience in project management at VDOT will support all aspects of the project scope and schedule.

**Finance Director:** Rebecca Wright will serve as the project finance director. With over 40 years of experience in public sector finance, Rebecca will support all financial aspects and reporting for the multi-purpose grant, including bookkeeping, financial reporting, accounts payable, receipts, reconciliations, and any necessary audits.

**Technical Director:** Mr. Earl Hagee, Assistant Superintendent to public works for the Town of Dublin. With two decades of experience in overhead and underground utilities, he has been a project manager on many large-scale construction projects and will ensure that the town's procedures and objectives are achieved.

**Contract Management:** Kimberly Dalton is the Assistant Treasurer for the Town of Dublin, Virginia. She will bring two decades of financial experience to assist Rebecca Wright in monitoring the grant contract from beginning to end, managing contracts and subcontracts.

**Grant Management and Community Engagement (NRVRC):**

The New River Valley Regional Commission (NRVRC) will provide comprehensive grant management, community engagement, and project support services throughout the duration of the project. With a proven track record of assisting local communities in planning and implementing development projects, NRVRC offers expertise in grant administration, compliance reporting, procurement support, and public outreach. For this project their team consists of specialists in regional planning, economic development, GIS, information management, and community engagement, supporting effective coordination and community involvement. NRVRC's experience in facilitating regional initiatives and securing funding underscores their capacity to support the successful execution of the Town of Dublin's Brownfields Multipurpose Project.

## **2.0 SCOPE OF WORK (Project Task Descriptions)**

Please see "Attachment 1" and "Attachment 2" to identify tasks/activities to be accomplished.

## **3.0 OUTPUTS / OUTCOMES**

Specific project output and outcome examples are identified in "Attachment 1" and "Attachment 2".

## **4.0 BUDGET: \$1,000,000**

	Task 1 & 2 Grant Admin & Community Engagement	Task 3 Assessment	Task 4 Planning for Remediation	Task 5 Remediation	Total
Personnel					
Fringe Benefits					
Travel					
Equipment					

Supplies					
Contractual		\$100,00	\$150,000	\$600,000	\$850,000
Other	\$150,000				\$150,000
Total					\$1,000,000

## 5.0 QUALITY ASSURANCE

Prior to undertaking activities involving the collection of environmental samples, the Town of Dublin will prepare and submit a Quality Management Plan and either a Quality Assurance Project Plan (QAPP) and field sampling plan (FSP) combination or a Quality Assurance Program Plan (QAPTP) along with field sampling plan (FSP) for each property which meets the approval of the U.S. EPA Region III Brownfields Program. The QAPP/FSP or QAPTP with FSP for each site will describe the sampling and analytical strategies, methods and procedures approved by EPA that will be used in all sampling activities. The QAPP/QAPTP/FSP will be submitted at least 45 days prior to the initiation of field activities and approval will be obtained prior to performing any field sampling.

## 6.0 LEVERAGING

### Strategy for Leveraging Resources

#### **Resources Needed for Site Reuse:**

The multipurpose assessment grant will provide a basis for and kickstart redevelopment activities. Community partners have been identified and the following resources will encourage the redevelopment and reuse of the priority sites and future sites identified by the community. We will leverage other private or public funds to contribute to the Industrial Park revitalization such as:

- State Brownfields Clean Up Grant (application pending) - \$500,000 for asbestos abatement intended to use at the main plant and boiler house.
- State Brownfields Assessment Grant (Awarded) - \$50,000 for assessment of the main plant and boiler house.
- \$250,000 from Virginia Department of Health Lead Elimination Assistance Program (LEAP) for lead service line inventory work through the revolving loan fund with 100% principal forgiveness.

Dublin has secured other leveraged funds. These resources will augment the outcomes of the proposed assessment and remediation projects in a manner that will enhance the Town's ability to move the priority sites closer to impactful redevelopment. These funds are below:

- Camrett Logistics has already committed 1.5-2 million dollars into increasing jobs at the Industrial Park through building improvements at the main plant for logistic/sequencing activities and is committing more funds to assist with the assessment and redevelopment of the main plant in the Warehouse District to create 58 new sequencing jobs in the Dublin Industrial Park Target Area. They will provide up to \$6,000 for materials and resource overages, and up to \$2,000 for additional funding for Phase I environmental balances for additional sites.
- National Bank of Blacksburg has committed up to \$300,000 line of credit for the remaining balances for project completion for trail plans and alternative energy planning.

- The Pulaski County Board of Supervisors has committed up to \$5,000 to provide resources for clean-up balances and Pulaski County Public Service Authority will provide up to \$10,000 to cover clean-up balances.
- The Town of Dublin Town Council Non-Designated Reserves will provide up to \$20,000 in undesignated reserves for minimal overages to be used at the discretion of the Project Director for projects like the dog park and trail.

## **7.0 PHASE I SITE ASSESSMENT CHECKLIST**

For each Phase I Environmental Site Assessment or all appropriate inquiries (AAI) that will be completed using EPA federal funds, the Town of Dublin will promptly comply with the AAI Final Rule at 40 CFR Part 312. All required checklists will be provided.

## **8.0 PRE-AWARD COSTS**

No pre-award costs are being pursued for this project.

## **ATTACHMENT 1: OUTPUTS / OUTCOMES**

TASK 1: Planning and Admin./Coop. Agreement Oversight					
Activity (Commitment)		Expected Timeframe (Quarter/FY)	Outputs (projected activities, deliverables, reports)	Outcomes (projected results, effects, improvements)	Actual Accomplishments this Quarter
Project Implementation: EPA-funded activities for the priority site(s); cooperative agreement implementation and oversight; schedule monthly Task Force meetings and quarterly community meetings; procure Qualified Environment Professional (QEP); secure non-EPA grant resources contributed, in-kind resources.	Project Director with support from Task Force, QEP, and project staff	Town and Taskforce will perform program management work over the five-year period of the Grant. Project implementation will be over Q3-Q4/2025	Quarterly Reports, finalized CIP, ACRES data entry; notes from monthly Task Force	Identified goals, projects strength of project due to oversight and qualified team	
<b>Obtain QEP:</b>					
Prepare Request for Proposals; evaluate applications, conduct interviews, hire contractor		Q3-Q4/FY25	RFP, Documentation of meeting of open competition and contract for scope of services	Services to meet project needs and scope	
Prepare scope of work		Q3/FY25	Proper tracking and organization	High quality	
Prioritize, track and evaluate contractor products		Quarterly	Verify response to scope and performance	High quality products/services	
Conduct periodic project status meetings with contractor to discuss project issues and priorities		Quarterly	Verify response to scope and performance and financial progress	High quality products/services	
Conduct annual performance evaluations for contractor		Yearly	Verify response to scope and performance and financial progress/review adherence to plans	High quality products/services	
<b>Reporting:</b>					
Prepare progress reports, FFR forms		Quarterly	Quarterly reports and other forms; updated ACRES database; final report and closeout forms	Regular communication of project status and next steps; current database for congressional reporting	
Enter site data into ACRES				Ensures compliance with Terms & Conditions reporting requirements	
Prepare final report and grant closeout material					
<b>Request for Reimbursements or Advances:</b>					
			Submit electronic requests for payment at least every 180	Reduce unliquidated obligations	
<b>Training:</b>					
Attend Brownfields Conferences and other related workshops		Q3/FY25 (April 2025) & TBD	Attend Brownfields conference	Improve Brownfields knowledge and expand networking opportunities	

## ATTACHMENT 1: OUTPUTS / OUTCOMES

TASK 2: Community Involvement				
Activity (Commitment)	Expected Timeframe (Quarter/FY)	Outputs (projected activities, deliverables, reports)	Outcomes (projected results, effects, improvements)	Actual Accomplishments this Quarter
<b><u>Steering Committee:</u></b>				
Establish Brownfields Steering Committee	Monthly	Monthly meetings, meeting agendas, attendance list and meeting notes	An active and motivated workgroup driving Brownfields initiatives	
Ensure that commitments made by CBOs in proposal are implemented				
<b><u>Develop Marketing Material:</u></b>				
Create brochure targeting private and public property owners, lenders and developers	Q3-Q4/FY25	1 Color brochure; 1 FAQ insert; 1 easy to navigate attractive website	Up to date marketing tools to promote project work and disseminate information	
Create FAQ sheet				
Update website				
<b><u>Prepare Community Relations Plan:</u></b>				
Prepare plan to involve public in cleanup activities	Q3-Q4/FY25	Plan for involving the community in cleanup activities	Improve understanding and participation in cleanup and redevelopment process	
<b><u>Establish Information Repository:</u></b>				
	Q3-Q4/FY25	Repository of documents which allows public to review site assessment & cleanup history	Improve understanding of how cleanup alternative was selected	
<b><u>Implement 30-Day Public Comment Period on ABCA:</u></b>				
	As required	Allow for review and comment of cleanup related documents	Allow for consensus on clean up	
<b><u>Hold Local Public Meeting on Phase II Sites:</u></b>				
Discuss Phase II results, and potential cleanup and redevelopment plans	As required	Minimum 1 local public meeting, presentation materials, attendance list	Encourage public participation and support of BF project(s) going forward	
<b><u>Hold Local Public Meeting on Cleanup Sites:</u></b>				
	Q4/FY25-Q1/FY26 & as required	Meetings which inform public of cleanup activities and provide a chance for input & comment	Improve understanding of cleanup allows for potential modifications based on public input	

## ATTACHMENT 1: OUTPUTS / OUTCOMES

TASK 3: Site Inventory and Phase I & II Assessments				
Activity (Commitment)	Expected Timeframe (Quarter/FY)	Outputs (projected activities, deliverables, reports)	Outcomes (projected results, effects, improvements)	Actual Accomplishments this Quarter
<b>Site Inventory:</b>				
Gather recognized and potential brownfield sites in target areas	Q3/FY25	GIS map of potential BF sites	Graphical capturing of BF sites for planning and marketing work	
Enter sites on GIS mapping tool	Q3/FY25			
<b>Site Prioritization and Eligibility Determination</b>				
Convene steering committee to rank and prioritize sites	Q3/FY25	Planning meetings; 6 eligible sites identified in initial inventory search. Estimate 2-3 additional eligible sites identified during remainder of grant	8-9 brownfield sites identified with the highest redevelopment and community benefit potential in target area(s)	
Choose initial site for Phase I investigation				
Evaluate site access issues				
For each selected site, provide site eligibility information to EPA (or state) for review				
Obtain EPA (or state) approval for Phase I				
<b>Phase I Investigations:</b>				
Conduct planning meeting with consultant to discuss approved sites	Q3-Q4/2025	Planning meetings; 4 Phase I reports; updated ACRES database. Estimate 1-2 additional Phase I reports during remainder of grant	5-6 potential brownfield sites assessed through Phase I and Total Acres assessed through Phase I (TBD)	
Consultant obtains access agreement and performs Phase I investigations				
Consultant submits draft Phase I report to project team members				
Team reviews/comments on draft Phase I				
Consultant submits final Phase I report to project team members				
<b>Phase II Investigations:</b>				
Conduct planning meeting with consultant for up to 5 Phase II investigations	Q4/2025-Q1/2026	Planning meetings; up to 5 Phase II reports; updated ACRES database. Estimate 1-2 additional Phase I reports during remainder of grant	Up to 5 potential brownfield sites assessed through Phase II	
Consultant obtains access agreement and performs Phase II investigations				
Consultant submits draft Phase II report to project team members				
Team reviews/comments on draft Phase II				
Consultant submits final Phase II report to project team members				

## ATTACHMENT 1: OUTPUTS / OUTCOMES

TASK 4: Clean-up Planning					
Activity (Commitment)		Expected Timeframe (Quarter/FY)	Outputs (projected activities, deliverables, reports)	Outcomes (projected results, effects, improvements)	Actual Accomplishments this Quarter
<p>Project Implementation: EPA funded activities for the priority site(s) will include: Target Area reuse planning and remediation at priority sites; Renewable Energy Feasibility Studies for the target area; Land Use Assessment to analyze local, county, and state land use regulations for priority site reuse; and a brownfields revitalization plan for the Target. The Town would like to include a dog park, walking trails, and other aspects to the Dublin Industrial Park to attract high quality employees to work with businesses in the park. EPA-funded activities for the non-priority site(s): identical work will be completed at sites that are identified in the public engagement and brownfields inventory processes, if warranted and as funds allow.</p>	Project Director, Task Force, with assistance from QEP	Anticipated Project Schedule: Months 12 through 45	Output(s): Up to five Brownfield Analysis of Brownfield Cleanup Alternative (ABCA) plans (one per priority site); reuse planning including feasibility studies for alternative energy, and trail plans for priority sites, site-specific land use assessments, and visual renderings for priority sites; and remediation of priority sites.	Produce plans that when followed, will produce maximum flexibility for reuse and produce the best potential for the funding provided.	

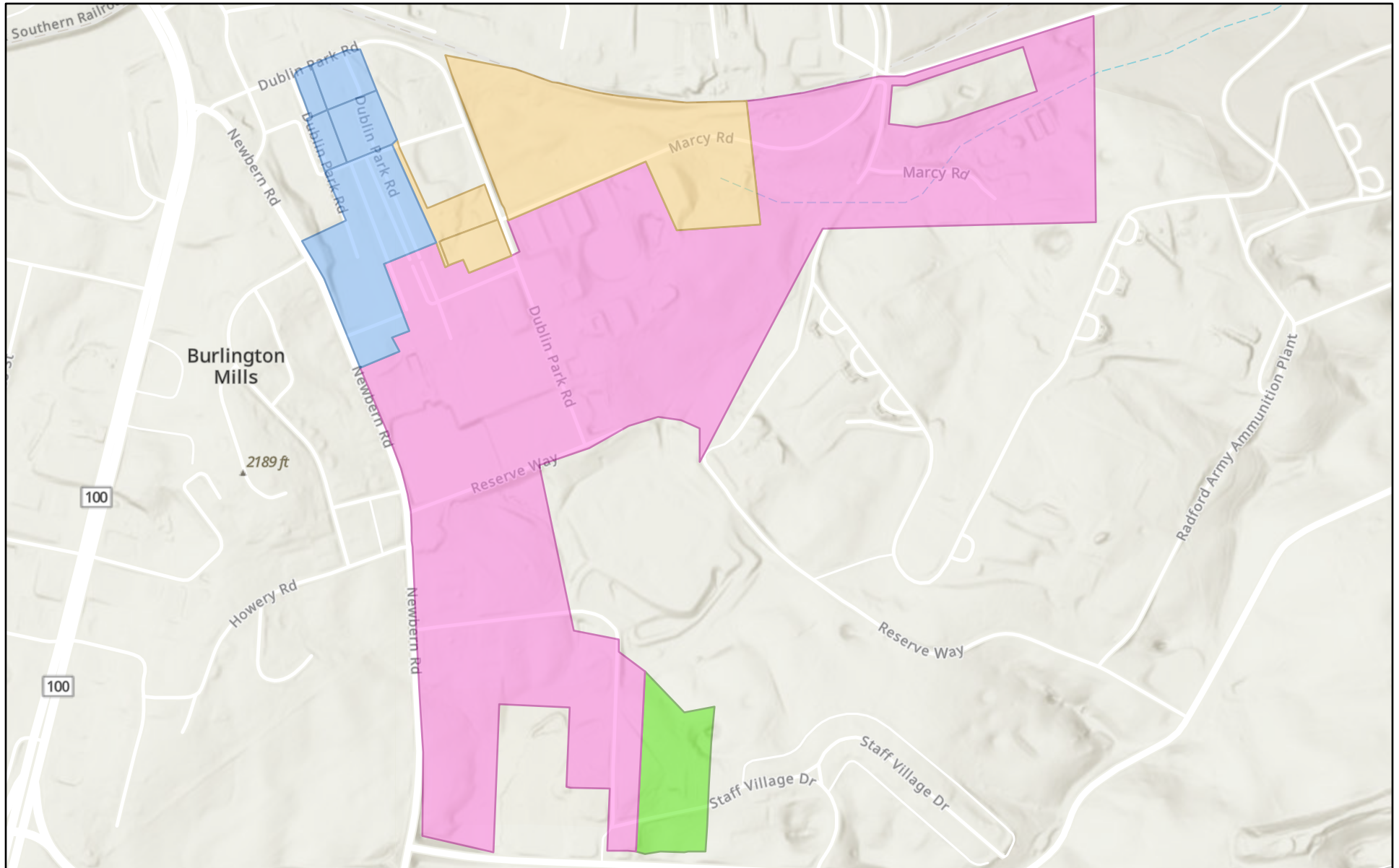
### ATTACHMENT 1: OUTPUTS OUTCOMES

TASK 5: Remediation					
Activity (Commitment)		Expected Timeframe (Quarter/FY)	Outputs (projected activities, deliverables, reports)	Outcomes (projected results, effects, improvements)	Actual Accomplishments this Quarter
<p>Project Implementation: EPA funded activities for the priority site(s) will include: Cleanup of the former wastewater plant will include removal of sludge and demolition of the structures not intended for reuse. Additional cleanup activities may include removal of contaminated soils identified during Phase II Assessments, remediation of vapor intrusion to the existing structures, and abatement of asbestos. Contamination identified during Phase II Assessments will be addressed during the Virginia Voluntary Remediation Program. Non-EPA grant resource contributions: in-kind resources-planning department/economic development staff.</p>	Project Director, Task Force, with assistance from QEP, remediation contractor procurement	Anticipated Project Schedule: Months 12 through 45	Design a Sludge Characterization, Management and Disposal Plan for Site 1, Asbestos Abatement for Sites 1-3, Virginia Voluntary Remediation Program Application and Documents for entire Target Area.	Remediation will produce multiple environmental benefits, maximum flexibility for reuse with potential jobs and amenities.	



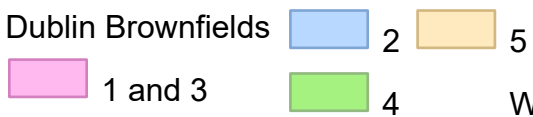


# Dublin Brownfields



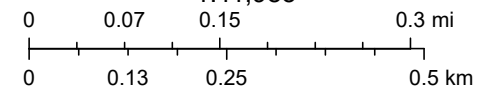
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Dublin Brownfields



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Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

# 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:

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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**