



COMMONWEALTH of VIRGINIA

**BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING AND BUILDINGS
AND MULTIPLE VENDORS AS LISTED**

NOTICE OF CONTRACT AWARD DEB20170106HE

1. DATE.....May 1, 2017
2. COMMODITY NAME.....Non Professional
Services – Construction Testing and
Environmental Services
3. CONTRACT NUMBER.....DEB20170106HE
4. CONTRACT PERIOD.....May 1, 2017 – April 30, 2019
Three one year renewals remaining
5. AUTHORIZED USERS.....All Public Bodies
6. CONTRACTORS.....Multiple Vendors as Listed
7. TERMS.....Net 30 days
8. DELIVERY.....As requested
9. F.O.B.....Not applicable
10. FOR FURTHER CONTRACT INFORMATION CONTACT: Hugh Elwood
(804) 786-1014
e-mail: hugh.elwood@dgs.virginia.gov

Notice: This Notice of Contract Award is being provided to you to announce the vendors to whom the Non-Professional construction related Services have been awarded to. You may begin using the Contractors immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above.

By: *Hugh Elwood*
Hugh Elwood, VCO
Contract Officer

Instructions on Use of Contract

1. Ordering Method: All departments, institutions and agencies of the Commonwealth of Virginia using this contract must order services by issuing purchase orders through eVA *prior* to commencement of service by the temporary worker. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite to the maximum extent possible.

2. Ordering Entity Acceptance: Inspection and approval of the contractor's invoice is the responsibility of the receiving entity.

3. Complaints: Any complaint that is due to a violation or breach of the Contract provisions shall be reported to the contract manager at DEB/BFM. These complaints shall be in written format via email, fax or written notification.

4. This contract has been established by competitive sealed bidding for optional use by Public Bodies of the Commonwealth of Virginia. This contract provides statewide services for use by all public bodies.

5. Each using Public Body shall be responsible for administering this contract as it pertains to the services required. Each Public Body or institution of higher education shall assign, and identify to the Contractors, the persons who are authorized to request personnel and services. A telephone call from the Public Body's authorized representative shall constitute a request for services under this contract.

6. When using this contract the Public Body shall be responsible for documenting the time of the assigned personnel to support the Contractor's invoice. This documentation shall be maintained with the purchase order for audit purposes.

7. Monitoring Contractor's performance and approval of invoice is the responsibility of the using Public Body. Complaints shall be documented in accordance with the Agency Procurement and Surplus Property Manual by using the Complaint to State Vendor Form. No other methods of reporting vendor complaints shall be used.

8. The Public Body should select the classification of services that best defines the needs. The Public Body should select from the Contractors as noted below. It is recommended, but not required, that resumes of staff be provided by the contractor in regard to non-testing services. The Contractor selected for personnel staffing has ten (10) days to provide the Public Body a resume of the person/persons to be assigned. The Public Body reserves the right to accept or reject the person/persons to be assigned.

PLEASE NOTE THAT WHERE LEVEL I AND LEVEL II ARE DEFINED, THE PUBLIC BODY USES THE LEVEL I VENDOR FIRST AND THE LEVEL II IS ONLY USED IF ALL LEVEL I VENDORS HAVE BEEN EXHAUSTED OR ARE NOT PRESENT.

ALL PRPOSALS FOR WORK PROVIDED BY THE CONTRACTOR SHALL INCLUDE THE ITEM FROM THE PRICE LISTS, QTY., PROJECTED COMPLETION DATE AND AN ESTIMATED REIMBURSABLE COST IF APPLICABLE. FAILURE TO PROVIDE THIS CAN DELAY RECEIPT OF THE INVOICE AND PAYMENT.

9. In the event of an emergency requirement by a using Public Body, the Contractor shall respond to the request in the time frame established.

10. If during the period of the contract, services not listed are required, the Division of Engineering and

Buildings may solicit price and qualifications for the Contractors and add the positions to the contract.

11. All services and personnel shall be provided by the Contractor.

12. The Contractor shall be paid on the basis of invoices submitted with appropriate documentation as requested by the Public Body to back up the personnel services. Each invoice shall be submitted on the first and fifteenth of each month. The invoices shall include the type of services, personnel name if applicable, dates of work, quantity, and the contract rate. If the Public Body has a dispute with the invoice, they shall process for payment the undisputed amount and notify the Contractor in writing within one week of the receipt of the invoice of the disputed part. All disputes shall be resolved within 30 days.

13. Each Contractor shall assign a coordinator to handle and assist in any and all scheduling, billing and problem solving. The Contractors shall meet periodically with the agencies or institutions of higher education, when requested, to discuss services.

14. The working hours will be defined by the Public Body or institution of higher education based on the needs.

15. For staffing of positions, a normal work week is forty hours. Overtime for service only applies when the 40 hours have been exceeded on the Public Body project order for that specific job. Overtime shall be approved by the Public Body in advance of being earned.

16. The Contractor shall provide all cell phones, pagers, beepers, test and sampling equipment, cameras, computers, copiers, fax machines and transportation for the employees assigned to this contract.

17. The Public Body will allow for printing of specifications, drawings, minutes and other documentation as reimbursable expenses at the invoice costs. Reimbursable is defined on the pricing pages. **UNDER NO CONDITIONS SHALL A PUBLIC BODY PAY FOR TRAVEL TIME AND CONTRACTORS/VENDORS SHALL NOT INVOICE THE PUBLIC BODY FOR TRAVEL TIME. HOURS ARE ACTUAL WORK HOURS.**

**ALL REQUESTED INFORMATION SHALL BE PROVIDED FOR YOUR SEPARATE BID
PRICING TO BE
CONSIDERED**

SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS

POSITION CLASSIFICATIONS

Construction and Materials Testing per ASTM, the Virginia Uniform State Building Code and the Construction and Professional Services Manual, latest edition shall always apply to these services

Air Quality testing per ASTM and OSHA as related to work conditions

Environmental Testing and Assessment per ASTM, the Virginia Uniform State Building Code and the Construction and Professional Services Manual, latest edition shall always apply to these services

DESCRIPTION OF SERVICES TO BE PROVIDED

All services provided shall be per ASTM, the Virginia Uniform State Building Code and the Construction and Professional Services Manual, as well as OSHA where applicable.

DPOR and DHCD shall prevail on all certifications.

THE ROOF CONSULTANT / INSPECTION SERVICES PROVIDER

The Consultant should have the following qualifications:

1. Roof consulting and testing services should be the Consultant's full-time occupation.
2. The Consultant shall have a minimum of five years of field experience in providing the service.
3. The Consultant shall have completed at least three service contracts in the recent past. Work for each of the completed contracts should be roughly equivalent in size and complexity to the proposed work.
4. The Consultant shall be required to submit three complete surveys of roofs that were repaired, recovered or replaced. The survey shall include names, addresses and telephone numbers of roof owners and Architects or Engineers responsible for preparing the drawings and specifications.
5. The Consultant shall have attended roofing related education in formal schools or seminars sponsored by agencies such as AIA; BURSI; RCI, Inc.; CSI; NRCA; or roofing manufactures' training courses and shall obtain a minimum of twelve continuing education units annually, or shall have a current Registered Roof Consultant Registration from RCI, Inc. Consultants with other training must submit qualifications and be approved by BCOM in advance.
6. The Consultant should be trained, experienced, and competent in performing required services.
7. If testing is required, The Consultant shall be appropriately trained, certified, and licensed in the testing procedures (infrared, nuclear, electronic leak detection, core sampling, ASTM procedures, gravimetric analysis; and so forth) required for the service.
8. The Consultant should submit documented experience of the firm and resumes of all participating employees.
9. The Consultant's resume should describe other related services and contributions, such as writing, lecturing, and serving as an expert witness. The Consultant should list a professional qualifications or licenses.
10. The completed resume form must be submitted with the roof Consultant's response to the Owner's request for proposal. It will be used with other required items to evaluate the applicant.

ROOFING INSPECTOR SERVICES

The minimum qualifications below serve as criteria for Owner's who must select an outside, full-time roofing inspector.

1. The Inspector should have a thorough knowledge of roofing details, flashing, and systems employing single-ply, built-up, metal, shingle, slate, or other membranes as the main weatherproof barrier.
2. The Inspector shall have attended roofing related education in formal schools or seminars sponsored by agencies such as AIA; BURSI; RCI, Inc.; CSI; NRCA; or roofing manufactures' training courses and shall obtain a minimum of twelve continuing education units annually in such courses, or shall have a current Registered Roof Observer Registration from RCI, Inc. Inspectors with other training must submit qualifications and be approved by BCOM in advance.
3. The Inspector shall be thoroughly familiar with the latest edition of the NRCA Roofing and Waterproofing Manual and specialized manuals prepared by NRCA.
4. The Inspector shall have a minimum of five years of full-time, practical roofing experience or approved equivalent experience.
5. The Inspector shall identify, in writing, at least three projects where he has been the full-time roofing inspector. He should provide names, addresses, and telephone numbers of roof owners and Architects/ Engineers for the roof projects.
6. The Inspector shall be trained and competent in the services he is providing
7. Roof Inspector's Scope of Work:
 - a. The Inspector shall monitor the work for compliance with the contract documents
 - b. The Inspector shall continuously monitor and observe the work at the point of application during installation of the roof.
 - c. The Inspector shall immediately report any deficiencies or deviations to the Architect and Owner. A written report shall follow an oral report within two business days.
 - d. The Inspector may recommend suspension of work or rejection of non-complying work to the A/E and Owner.
 - e. The Inspector shall not:
 - i. Authorize deviations from the contract documents.
 - ii. Enter the area of responsibility of the Contractor's superintendent.
 - iii. Issue orders on any aspect of construction means, methods, techniques, sequences, procedures, or safety in connection with the work.
 - f. The Inspector shall:
 - i. Keep a daily log for each project.
 - ii. Provide a copy of the log to the roofing contractor, the A/E, and the Owner. (Refer to the Daily Log form provided in the DGS Forms Center as Form DGS-30-352.)
 - iii. Record all pertinent information such as weather, daily progress, workmen on the job, material storage, deck condition, bitumen temperature, installation procedures, quality of workmanship, job-related visitors, and so forth.

NON-DESTRUCTIVE (NDE) ROOFING SURVEYS

A non-destructive (NDE) survey uses infrared, nuclear, impedance moisture, electronic field vector mapping or electronic leak detection to locate unacceptable moisture within a roofing system.

An NDE survey is mandatory before a newly constructed roof may be accepted. Depending on the size and condition of an existing roof, a survey may or may not be required before an Agency may repair or replace the roof. The following outlines requirements for NDE surveys:

1. Equipment, subject to the Owner's approval, shall be equal to the following:
 - a. Infrared: A camera designed for the intended application and capable of taking thermograms. Instrument sensitivity shall permit recognition of areas of wet insulation as small as 6 inches on a side.
 - b. Nuclear: A nuclear hydrogen detection (NHD) meter used for the measurements of reflected neutrons that can be linked to the presence of water in the roofing system
 - c. Impedance Moisture Survey: Scanner designed to detect and evaluate non-destructively comparative moisture conditions within roofing and waterproofing.
 - d. Electronic Field Vector Mapping (EFVM) or Electronic Leak Detection: Generator and receiver designed for the intended membrane leak detection used for roofing and waterproofing.

2. Operators of equipment shall be certified in the equipment used and licensed as required for by the survey protocol.

3. Surveys

a. Infrared: Provide a complete survey of the roof or roofs. Outline all anomalies on the roof. Provide a thermogram showing the outlines and daylight photographs of all anomalies. Survey inspection procedures, reports, etc. shall be conducted in accordance with the requirements and procedures in ASTM C1153, "Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging," except as otherwise noted in this Appendix.

b. Nuclear: Provide a grid, comprising 5' x 5' grid unit, to completely cover the roof or roofs. Mark each grid intersection with spray paint. Take readings at the inter-sections and record them on a roof plan. Provide daylight photographs of area of anomalies. Survey inspection procedure, reports, etc. shall be conducted in accordance with the requirements and procedures of ANSI/SPRI/RCI NT-1, "Detection and Location of Latent Moisture in Building Systems by Nuclear Radioisotopic Thermalization" except as otherwise noted in this section.

c. Impedance Moisture Survey: Provide a complete survey of all roof or waterproofing areas. Mark, number, and photograph all anomalies on the membrane surface. After field testing is complete submit a report with all anomalies located on a roof plan. Photographs of each anomaly shall be included in the report. Mapping shall be done in accordance with standard practices over the entire roof surface. Survey inspection procedures, reports, etc. shall be conducted in accordance with the requirements and procedures of ASTM D7954, "Practice for Moisture Surveying of Roofing and Waterproofing Systems using Non-destructive, Electrical Impedance Scan" except as otherwise noted in this Appendix.

d. Special Surveys using electrical conductance measurement methods to locate leaks in roofing systems - Electronic Leak Detection or Electronic Field Vector Mapping (EFVM): This system may be used on roof areas where full time roof inspector has noted that there is no detrimental moisture observed in the roof system during the daily observations. Provide a complete survey of roof or waterproofing areas as directed. Mark, number, and photograph all anomalies on the membrane surface. After field testing is complete submit a report with all anomalies located on a roof plan. Photographs of each anomaly shall be included in the report. Survey inspection procedures, reports, etc. shall be conducted in accordance with the requirements and procedures of ASTM D7877 "Standard Guide for Electronic Leak Detection methods for Detecting and Locating Leaks in Waterproof Membranes" except as otherwise noted in this Appendix. Roof cores shall be taken at all leaks to determine the extent of damage by the leak if roof insulation is below the roof membrane and above the deck. Roof cores may be omitted if the roof inspector is to be present to observe the roof contractor's repair of the roof leak by opening roof and removing wet insulation. Wet insulation is determined in the field by the roof inspector. Fees for the roof inspector and retesting shall be paid by the contractor by change order to the contract. Note: for Electronic Leak Detection test the roof area on an area by area basis not to exceed 5,000 SF. Readings taken with the receiver shall be done on a 24" x 24" grid pattern.

4. Core Samples - Since NDE surveys are not able to measure moisture in roofs directly - nuclear equipment responds to hydrogen emissions, infrared to heat changes - core samples to measure actual moisture content must be taken from surveyed roofs and correlated with NDE readings (See Exception below for roofs with no anomalies). The samples shall be taken as follows:

a. One is required on roofs showing no anomalies.

b. On all other roofs a minimum of one dry and one wet core shall be taken from each roof surveyed where anomalies are present. Additional cores are not required if the Consultant can show that moisture is not causing detected anomalies. The Consultant shall identify such anomalies and explain their cause in a written report to the Owner.

c. As many cores as needed should be taken to verify non-destructive testing data results, but no more than five cores shall be taken from any roof area except as noted in the test protocol.

d. Exception: If no anomalies are shown by the survey equipment and the owner's full time roof inspector was present on the site during all roofing applications and had not noted any roofing applications where moisture was present in the form of rain, dew, mist or entrapped moisture the requirement for a minimum of one roof core into a newly installed assembly may be waived by the owner.

5. Gravimetric Analysis - As soon as possible after samples are taken, core should be sealed in air tight containers and taken to a laboratory for analysis.

a. Analyze samples gravimetrically per ASTM D1864 to determine percent of moisture in any required core sample taken from new roofs and, unless waived for justifiable reasons, from existing roofs.

b. Identify all materials - surfacing, membrane (and number of plies), insulation, vapor barriers, adhesives, etc. - in the cores.

6. Moisture Conditions -The Surveyor shall correlate survey reading results with actual moisture conditions determined by core samples gravimetrically analyzed. The correlation shall be shown or tabulated on the drawings.

7. Report -The Consultant shall submit a written report explaining the problems.

a. Reports for existing roofs shall

(1) Identify and describe all anomalies.

(2) Identify and describe any visual survey defects that may be harmful to the roof.

(3) Give the causes for each anomaly and defect.

(4) Recommend alternate courses of corrective action for defects and anomalies harmful to the roof.

(5) Provide the cost estimate for correcting the defects and anomalies.

b. Reports for new roofs where a design professional is providing construction administration services shall

(1) Identify and describe all anomalies.

(2) Identify and describe any visual survey defects that may be harmful to the roof.

(3) Give the causes for each anomaly and defect.

8. Drawings

The Consultant shall prepare drawings that include the following as a minimum:

a. Plans shall show all roofs surveyed.

b. State identification, title, date, and use of the building.

c. Name, address and phone number of agency representative.

d. Make, model and serial number of equipment used.

e. Name of operator and data analyst.

f. The survey technique used.

g. Condition of the roof surface at the time of the survey.

h. Date, time and weather conditions at the time of the survey.

i. Description of the roofing and waterproofing assembly.

j. Provide an orientation north arrow and drawing scale

k. Indicate the area of each roof and approximate overall dimensions

l. Indicate all existing features, equipment, and roof penetrations of whatever nature (such as vents, stacks, drains, hatches, skylights, screens, railings, mechanical equipment, etc.) shall be accurately indicated, and identified..

m. Show and explain all roofing defects and anomalies.

n. Delineate, for an infrared survey, moisture anomalies with contour lines; for a nuclear survey, show all grid point readings and define areas having unacceptable moisture by contour lines. Indicate where core samples were taken. Correlate nuclear grid point readings and infrared contour changes to percent of moisture. Dimension areas recommended for removal and locate them with respect to fixed identify-able features (such as parapets).

o. Provide at least one detail section showing roof construction where core samples were taken; more if there are differences in construction from core to core. Identify surfacing material, membrane product, insulation type and thickness, vapor barrier if used, and deck construction.

p. A statement shall be made of the basis for the unacceptable moisture content levels established for each material present. See survey protocols.

q. Other information as required or listed in the survey protocol.

PERSONNEL/COMPANY QUALIFICATIONS – TESTING LABORATORIES

The Offeror's test facilities, equipment, and procedures shall have been inspected, tested and approved by the National Bureau of Standards and by other applicable agencies as appropriate for the tests being performed and shall be periodically inspected for continued conformance.

All field and laboratory tests shall be performed by, or under the direct supervision of, a qualified technician who is certified by a nationally recognized certification organization such as the National Bureau of Standards, the American Council of Independent Laboratories, and/or the American Concrete Institute.

Laboratory tests shall be run in accordance with the applicable standard or as required by the construction schedule.

Field tests shall be run at times as required to meet the construction schedules based on a minimum of twelve (12) hours notification. Field test results shall be made immediately available to the Owner.

Test results shall be certified and/or interpreted by a professional engineer upon request by the Owner. The Contractor shall distribute copies of reports, recommendations and findings.

CONSTRUCTION INSPECTION/TESTING SERVICES TO BE PROVIDED

Inspectors shall be approved by the Agency's director of facilities. Inspections shall be made by an individual familiar with the project, with the knowledge, skill, and experience necessary to read and understand the documents, and meeting the following minimum criteria:

1. An individual certified by the Department of Housing and Community Development (DHCD) or by the International Code Council (ICC) in the specialty being inspected, or
2. A Virginia-licensed Architect or Engineer, or
3. An individual approved by the Building Official upon recommendation of the agency facilities officer based on the knowledge, skill and experience of the proposed inspector.

Required Inspections

Inspections shall be performed in accord with the code, including the following:

1. Footing excavations and reinforcement material for concrete footings prior to placement of concrete.
2. Foundation systems during phases of construction necessary to assure code compliance
3. Preparatory work prior to the placement of concrete
4. Structural members and fasteners prior to concealment
5. Electrical, mechanical, and plumbing materials, equipment and systems prior to concealment. This also includes fire suppression sprinkler systems, clean agent systems and fire detection and alarm systems.
6. Energy conservation material prior to concealment.
7. Final inspection

Inspection Reports

Inspection reports shall be made on all inspection work. Final Report shall be made at the completion of the work. Reports shall meet the following:

1. Submitted within 30 days of completion of the work item being inspected and prior to the substantial completion inspection.
2. Indicated deficiencies in the work shall be followed by reports that indicate the action taken to correct the work and acceptance of the work.
3. Formatted at the discretion of the agency, but shall include a number and title (as indicated in Required Inspection), date, and signature of the Inspector. Final Report shall be so entitled, and indicate that the work was complete in accord with the approved construction documents (indicate the date of the approved construction documents and include a list of addenda and change orders), or enumerate the deficiencies and corrective actions taken (do not include addenda and change orders previously listed) to comply with the code.

Site visits shall be provided for the following activities:

Soils technician performing compaction/density tests and footing inspections per ASTM standards in job specifications

Concrete technician to sample fresh concrete and make cylinders in the field per ASTM C31 and ACI 301 standards

Technician at the site to inspect and test steel framing connections, including ultrasonic testing and radiographic testing of welds

Technician to obtain drilled cores of hardened concrete from a job site

Laboratory services shall be provided for the following tests:

Moisture content of soil/aggregate

ASTM D2216

Atterberg limits	ASTM D4318
Shrinkage factors of soils	ASTM D427
Natural density and moisture content	AASHTO T233
Aggregate sieve analysis	ASTM C136
Standard Proctor test	ASTM D698
Modified Proctor test	ASTM D1557
California bearing ratio	VTM 8
California bearing ratio (Proctor)	ASTM D1883
Unconfined compressive Str-Soil	ASTM D2166
Concrete cylinder compression test	ASTM C39
Testing of drilled cores from site	ASTM C42
Fireproofing tests thickness and density	ASTM E605
Fireproofing adhesion	ASTM E736

ASBESTOS INSPECTOR LICENSING REQUIREMENTS

Asbestos Related Work - Insurance Requirements

Licensed asbestos inspectors, project designers and project monitors and their firms are required to provide evidence of professional liability/ errors and omissions insurance, with asbestos coverage, in an amount not less than \$1,000,000. The Commonwealth of Virginia, its officers, employees, agents or any other person acting in an official capacity, temporarily or permanently, in the service of the Commonwealth, should also be named as additional insured persons.

Conflict of Interest Policies

The asbestos inspector, the asbestos project designer, the asbestos project monitor, the Owner's asbestos management plan author and any other person or firm hired by the Owner to provide consulting or inspection services on the project shall not be associated by any business or financial relationship to the asbestos abatement contractor.

Asbestos abatement contractors are not eligible to bid on those particular projects for which the asbestos surveys, inspections, bulk sample analyses, project designs, or asbestos management plans were performed by individuals or firms employed by or financially affiliated with the contractors during the time period in which the inspections were conducted, samples analyzed or the project designs written.

Asbestos inspectors, asbestos project designers or asbestos management plan authors shall not contract with the asbestos abatement contractor to provide services on the project.

Asbestos project monitors are not eligible to contract for project monitoring work on a project if they are financially affiliated with or employed by the asbestos abatement contractor on any project. These services are to be directly contracted for by the agencies, and the monitoring personnel shall be accountable only to Agency officials.

All laboratories utilized for asbestos sampling analysis for project purposes shall have no direct business or financial relationship with the contractors conducting asbestos abatement activities.

A. Each individual applying to the board for licensure as an asbestos inspector shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.

B. The applicant shall provide evidence of experience in performing asbestos inspections in buildings or industrial facilities, including collecting bulk samples, categorizing ACM, assessing ACM and preparing inspection reports. The amount of experience required is dependent on the applicant's formal education and is as follows:

1. An applicant with a bachelor's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least six months' experience if have completed a minimum of five inspections.

2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least 12 months' experience or have completed a minimum of 10 inspections.

3. An applicant with a high school diploma shall have at least 24 months' experience or have completed a minimum of 15 inspections.

Qualifying experience.

Experience may be obtained by:

1. Conducting asbestos inspections in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.

2. Conducting asbestos inspections under the direct supervision, as defined in this chapter, of a licensed inspector, or EPA-accredited inspector where no license is required. All reports prepared by the unlicensed individual shall be signed by the licensed or EPA accredited inspector in charge. The licensed or EPA-accredited inspector assumes responsibility for all sampling and reports prepared by the unlicensed individual.

ASBESTOS MANAGEMENT PLANNER LICENSING REQUIREMENTS

A. Each individual applying to the board for licensure as an asbestos management planner shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as required by 18 VAC 15-20-50, and evidence of meeting the experience requirements established by 18 VAC 15-20-250 B and subsection B of this section. The applicant shall also meet all qualifications to be licensed as an asbestos inspector, whether or not the license is held. Evidence of experience and education shall comply with 18 VAC 15-20-40.

B. The applicant shall provide evidence of experience evaluating inspection reports, selecting

response actions, analyzing the cost of response actions, ranking response actions, preparing operations and maintenance plans and preparing management plans. The amount of experience required is dependent on the applicant's formal education and is as follows:

1. An applicant with a bachelor's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least six months' experience or shall have completed a minimum of five management plans.

2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or a related field shall have at least 12 months' experience or shall have completed a minimum of 10 management plans.

3. An applicant with a high school diploma shall have at least 24 months' experience or shall have completed a minimum of 15 management plans.

Qualifying experience.

Experience may be obtained by:

1. Preparing management plans or conducting asbestos inspections in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.

2. Preparing management plans or conducting asbestos inspections under the direct supervision, as defined in this chapter, of a licensed management planner or inspector, or EPA-accredited management planner or inspector where no license is required. All reports prepared by the unlicensed individual shall be signed by the licensed or EPA accredited management planner or inspector in charge. The licensed or EPA-accredited management planner or inspector assumes responsibility for all sampling and reports prepared by the unlicensed individual.

ASBESTOS PROJECT DESIGNER LICENSING REQUIREMENTS.

A. Each individual applying to the board for licensure as an asbestos project designer shall submit a completed application, all training documents as established in 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.

B. The applicant shall provide evidence of experience in the preparation of project designs or project specifications. The amount of experience required is dependent on the applicant's formal education and is as follows:

1. An applicant with a bachelor's degree in engineering, architecture, industrial hygiene, physical science or related field shall have six months' experience or shall have completed a minimum of five project designs.

2. An applicant with a two-year associate's degree in engineering, architecture, industrial hygiene, physical science or related field shall have 12 months' experience or shall have completed a minimum of 10 project designs.

3. An applicant with a high school diploma shall have at least 24 months' experience or shall have completed a minimum of 15 project designs.

Qualifying experience.

Experience may be obtained by:

1. Preparing asbestos project designs in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.

2. Preparing asbestos project designs under the direct supervision, as defined in this chapter, of a licensed asbestos project designer, or EPA-accredited asbestos project designer where no license is required. All project designs prepared by the unlicensed individual shall be signed by the licensed EPA-accredited project designer in charge. The licensed or EPA-accredited project designer assumes responsibility for all project design reports prepared by the unlicensed individual.

ASBESTOS PROJECT MONITOR LICENSING REQUIREMENTS.

A. Each individual applying for licensure as an asbestos project monitor shall submit a completed application, all training documents as required by 18 VAC 15-20-30 C, the appropriate fee as established in 18 VAC 15-20-50, and evidence of meeting the experience requirements as established in subsection

B of this section. Evidence of experience and education shall comply with 18 VAC 15-20-40.

B. The applicant shall provide evidence of experience in performing asbestos project monitoring through field work on project sites. This includes, but is not limited to, evaluating and monitoring asbestos work practices, collecting environmental asbestos air samples during abatement, performing visual inspections and taking final air samples to grant clearance for asbestos abatement projects. Each applicant shall provide evidence of 160 hours of said experience.

Qualifying experience.

Experience may be obtained by:

1. Acting as an asbestos project monitor in jurisdictions outside of Virginia in accordance with all federal, state and local statutes.
2. Acting as an asbestos project monitor under the direct supervision, as defined in this chapter, of a licensed asbestos project monitor, or an accredited asbestos project monitor where no license is required. All project monitoring reports prepared by the unlicensed individual shall be signed by the licensed or accredited project monitor in charge. The licensed or accredited project monitor assumes responsibility for all reports and documents prepared by the unlicensed individual.

Project monitor training requirements.

A. An applicant currently certified by the EPA as an asbestos project designer or asbestos supervisor shall successfully complete a board-approved asbestos project monitor training program of 16 hours and examination. Evidence of current project designer or current supervisor accreditation shall be submitted with the application.

B. An applicant not currently certified as an asbestos project designer or asbestos supervisor shall successfully complete a board-approved asbestos project monitor training program of 40 hours and examination. Evidence of completion of the 40-hour training program shall be submitted with the application.

C. Only project monitor training programs that are board approved will be accepted for meeting the training requirements.

ASBESTOS ANALYTICAL LABORATORY LICENSING REQUIREMENTS

Qualifications for licensure.

A. Each applicant for an asbestos analytical laboratory license shall submit a completed application, the appropriate fee as required by 18 VAC 15-20-50, and evidence of meeting the standards to perform one or more of the analyses described in subsections B, C and D of this section. Each license issued shall indicate which kind of analysis the asbestos analytical laboratory is seeking authorization to perform.

B. For authorization to analyze bulk materials using PLM, the applicant shall provide evidence that the asbestos analytical laboratory is currently NVLAP accredited for bulk asbestos fiber analysis or evidence that the asbestos analytical laboratory is AIHA accredited and proficient in the AIHA bulk asbestos program. A copy of the NVLAP Certificate of Accreditation, Scope of Accreditation and documentation of NVLAP proficiency or a copy of an AIHA accreditation certificate and proof of proficiency in the AIHA bulk program shall be submitted with the application for licensure.

C. For authorization to analyze airborne fibers using PCM:

1. For fixed laboratory sites, the applicant shall provide evidence that each facility is accredited by AIHA or that each facility has been rated "proficient" in the PAT Program's most recent round of asbestos evaluations, or the applicant shall provide evidence that each analyst is listed or has applied for listing in the Asbestos Analyst Registry (AAR) and has a performance rating of "acceptable" for the most recent Asbestos Analyst Testing (AAT) round. The applicant shall also provide evidence that each analyst has completed the NIOSH 582 training program or equivalent.

2. For laboratories that will be conducting on-site analysis, the applicant shall provide evidence that each on-site analyst is listed or has applied for listing in the AAR and has a performance rating of "acceptable" for the most recent AAT round within six months after January 2, 2002, or is accredited by AIHA or has been rated "proficient" in the PAT Program's most recent round of asbestos evaluations. The applicant shall also provide evidence that each analyst has completed the NIOSH 582 training program or equivalent.

D. For licensure to analyze asbestos airborne fibers using TEM, the applicant shall provide evidence that the asbestos analytical laboratory is currently NVLAP accredited to analyze asbestos airborne fibers using TEM. A copy of the NVLAP Certificate of Accreditation, Scope of Accreditation and documentation of NVLAP proficiency shall be submitted with the application.

LEAD INSPECTOR

Qualifications

Lead inspectors shall be licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1.

LEAD PROJECT DESIGNER

Qualifications

Persons licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1 to provide lead project designs.

LEAD RISK ASSESSOR

Qualifications

Persons licensed by the Virginia Board for Asbestos, Lead and Home Inspectors under the Code of Virginia section 54.1 to conduct lead inspections, lead risk assessments, and abatement clearance

testing.

ASBESTOS/LEAD SERVICES TO BE PROVIDED

Review and update of existing assessments and abatement plans
Testing of suspicious materials
Development of abatement designs
Oversight of abatement contractors
Testing during abatement projects
All work shall comply with all prevailing EPA and VOSHA guidelines.

ENVIRONMENTAL ASSESSMENT SERVICES:

There is an existing contract developed for state agencies that covers lead and asbestos testing, design and project management. This contract will allow for all public bodies to use environmental services, but on a different contract from the existing state agency only. This contract will allow state agencies to procure other environmental services not currently defined in the existing contract. Public bodies require environmental assessment services for several different areas. Listed below are the potential needs for environmental services:

- An environmental assessment of a property to be purchased or sold may be required as part of the transactions. This contractor will be contracted to provide these site services
- State agencies are required to do an environmental impact report for construction projects. This report is required by the Department of Environmental Quality. This report is a site assessment with potential impact.
- Public bodies are required to provide environmental training as part of their safety programs and other activities. This contract will support this activity.
- There are requirements for public bodies to perform work place environmental assessments, such as second hand smoke, mold and mildew impacts, indoor air quality, water quality, etc.
- There are needs for industrial hygienists to monitor and define environmental issues for public bodies.
- There are needs for determining contaminated land and remediation monitoring
- There are needs for cultural resource management

Offerors responding to this proposal shall not have any financial association with contractors engaged in abatement services or remediation. The successful contractors shall conduct themselves in a professional manner at all times.

The successful contractors shall be responsible for gathering all pertinent information related to an environmental assessment and assure all public regulations have been reviewed and considered in the assessment activity and subsequent report. The successful contractor shall have professional affiliations and continuing education of all staff and personnel assigned. All personnel shall comply with all federal, state and local regulations and training for their particular area of environmental assessment. Testing required to support an assessment report or remediation monitoring shall be invoiced at actual cost to the public body. The successful contractors shall provide the public body this costs as part of the assessment proposal. The successful contractor shall provide emergency on call services as needed by the public body.

OTHER SERVICES/INSPECTIONS

BUILDING ENVELOPE TESTING - Air infiltration testing of exterior walls, window and joints in accordance with ASTM standards. The companies may define the areas of air infiltration testing they will provide with a brief description of the test and the protocol. These tests shall include all labor and equipment.

BUILDING ENVELOPE TESTING - Water infiltration testing of exterior walls, window and joints in accordance with ASTM standards. The companies may define the areas of air infiltration testing they will provide with a brief description of the test and the protocol. These tests shall include all labor and equipment.

GROUND PENETRATING RADAR – This service is required for agencies in locating things under surfaces and is used from time to time. These services shall include all labor and equipment.

AERIAL ROOF SCANS – This approach to roof scans is required in some locations. These services shall include all personnel and equipment.

MOISTURE SCANS OF BUILDING ENVELOPES – This process is listed in the price list and can be thermal imaging, infrared technology, etc. These services shall include all personnel and equipment.

GEOTECHNICAL BORINGS – These are for soil borings and other geotechnical investigations. These services shall include all personnel and equipment.

MASONRY TESTING – See price list. These services shall include all personnel and equipment.

ENVIRONMENTAL TESTING – These services are extensive and include things such as air monitoring for mold to performing at EIR study for a public body.

REPORT WRITING – This is to provide a standard report that define all tests criteria and results.

IV GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public*

Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, national origin, age, disability, 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 provisions 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation,. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of

Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and

administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color,

sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity

described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

V. SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. **(PLEASE NOTE THE EVALUATION FORMULAS UNDER THE PRICING SECTION THAT DETERMINE HOW THE BID WILL BE AWARDED)**
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for 3 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of

the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

13. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

14. **CONTINUITY OF SERVICES:**

- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
16. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

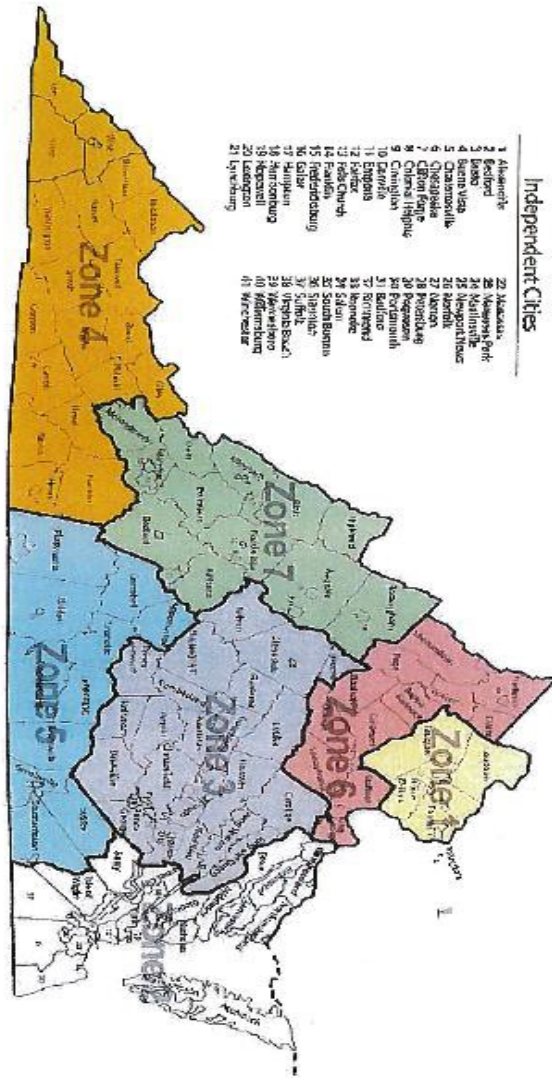
METHOD OF PAYMENT:

Payment is made based on an approved invoice. The invoice shall be submitted within 10 days of the completion of the work to the Owner. The invoice shall detail the hourly rates, hours utilized and actual material invoices for equipment. Travel costs are provided only per the instructions indicated on the pricing schedule.

The invoice is not paid until the agency approves it. Prompt payment begins once the invoice is approved by the agency.

Agencies may opt to pay all invoices with values less than \$50,000 via credit card.

ZONE MAP:



Commonwealth of Virginia

LIST OF VENDORS:

Name Of Company	Name of Person	Company Address	Email	Phone	Fax
Apex Companies, LLC	Stacey Juran	8854 Rixlew Lane Manassas, VA 20109	SJuran@apexcos.com	(703) 396-6730	
C&W-Tesco, Inc	John Papazian	430 Southlake Blvd Suite B12 North Chesterfield, VA 23236	jcp@cwtesco.com	(804) 379-9345	(804) 379-8361
Compliance Directive Solutions, Inc	Herman Garcia	P.O. Box 2057 Chester, VA 23831	hgarcia@cdsincorp.com	(804) 833-1269	
CTI Consultants, Inc.	Colin Stevenson	13500 East Boundary Midlothian, VA 23112	colinstevenson@cti-consultants.com	(804) 622-8630	(804) 622-8635
DMY Enineering Consultants Inc.	Peng "Paul" Zhang	45662 Terminal Dr. Suite 110 Dulles, VA 20166	pzhang@dmyec.com	(703) 665-0586	(301) 768-4169
ECS Mid- Atlantic, LLC	Grant Walker	2119- D North Hamilton St. Richmond, VA 23230	gwalker@ecslimited.com	(540) 362-2000	(540) 362-1201
EEE Consulting, Inc	Sharon Harless	8525 Bell Creek Rd. Mechanicville, VA 23116	sharless@eee-consulting.com	(804) 442-3330	(804) 442-3334
Environmental Specialties Group, Inc.	Julie Steelew	5007-C #211 Victory Blvd. Yorktown, VA 23693	admin@evspgroup.com	(757) 596-4495	
France Environmental, Inc.	Joseph France	78434 Forest Hill Ave Suite 7 Richomnd, VA 23225	jfrance@fraceenv.com; mleoard@franceenv.com	(804) 716-0560	(804) 918-7098
Froehling & Robertson, Inc	Donald Sipher	3015 Dumbarton Rd. Richmond, VA 23228	dsipher@fandr.com	(804) 264-2701	(804) 264-1202
Geotechnical Environmental Testing Solutions, Inc	D. Mark Scholefield	204 Grayson Rd. Virginia Beach, VA 23462	mscholefield@getsolutionsinc.com	(757)518-1703	(757) 518-1703
HDH Technical, Inc	Robin Liebal	P.O. Box 6158, 400 West Main St. Christianburg, VA 24068	rliebal@hdhassociates.com	(540) 381-7999	(540) 381-7990
Hurt & Proffitt, Inc.	Earl Dickerson	2524 Langhorne Road Lynchburg, VA 24501	ehd@handp.com	(434) 847-7796	(434) 847-0047
JTS, LLC	Kenneth Cordo	7723 Rock Creek Rd. Henrico, Va 23229	ken@jtsva.com	(804) 698-9657	
MBP	Don Young	7400 Beaufont Springs Dr. Suite 403 Richmond, VA 23225	dyoung@mbpce.com	(804) 330-4875	(804) 330-4876
Montgomery Consulting, LLC	Chris Montgomery	1618 Westcastle Dr. Richmond, VA 23238	chris@montgomeryconsulting.net	(804)754-8010	(804)754-8012
Pennoni Associates Inc.	Bruce Frederick	349 Southport Circle, Suite 100 Virginia Beach, VA 23452	bfrederick@pennoni.com	(757) 355-6729	(757) 497-0250
PeopleSolutions, Inc.	Tom Bailey	6802 Paragon Place Suite 430 Richmond, VA 23230	Tom@peoplesolution.cc	(804) 288-6035	(804) 282-4990
Professional Service Industries, Inc.	David Kinton	2930 Eskridge Rd Fairfax, VA 22031	Greg.Kinton@psiusa.com	(703)698-9300 ext.132	(703) 560_7931
Roof Consulting Services, Inc.	William Sanders	1660 Mountain Rd. Glen Allen, VA 23228	wdsanders@roofdesign.com	(804) 515-0885	(804) 515-0890
Schnabel Engineering, LLC	Steven Winter	1901 S. Main St. Suite 11 Blackburg, VA	swinter@schnabel-eng.com	(540) 953-1239	(540) 953-3863
Stokes Environmental Asso	Paul Thomas	4101 Granby St. Suite 404 Norfolk, VA 23504	alspthomas@ao.com	(757) 623-0777	(757) 623-2782
Stroud, Pence & Associates	David Mykins	5032 Rouse Dr. Suite 200 Virginia Beach, VA 23462	dmykins@stroudpence.com	(757)671-8626	(757)671-8632
The EI Group, Inc.	Chadwick Bowman	4186 Innslake DR. Glen Allen, VA 23060	cbowman@ei1.com	(804)320-3200	(804) 320-9302
WECl, Inc.	James Sigurdson	112 Walker Ct. Winchester, VA 22602	James_sigurdson@weci.biz	(540) 336-9256	(540) 877-9495
Zannino Engineering Inc.	Thomas Zannino	9915 Greenwood Rd. Glen Allen, VA 23060	tom@zanninoengr.com	(804) 262-0299	(804) 262-8479