



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: 11-0318

Title: Professional Environmental Engineering Services

Issue Date: October 4, 2011

Proposals Due No Later Than: November 4, 5:00 P.M.

Location for Receipt of Proposals: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to Donna Clarke, Senior Contract Officer, at (804) 748-1837, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this RFP;
- the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
- that the accompanying proposal is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no County employee, County employee's partner, or any member of the County employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Dated: _____

Please refer to Clause F of the General Terms and Conditions:

Minority-Owned Business: ☐ Yes ☐ No Chesterfield Business: ☐ Yes ☐ No Women-Owned Business: ☐ Yes ☐ No

In compliance with Section IV.H., please provide your SCC identification number: _____

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to establish a contract(s) for providing Professional Environmental Engineering Services with emphasis on Environmental Compliance, Environmental Management System (EMS) auditing, Environmental Site Assessments, and other related services as required. It is the County's intent to award a contract to a single Contractor, however, the right is reserved to award contracts to multiple firms.

II. SCOPE OF WORK/SPECIFICATIONS

- A. Scope of Services** - Offerors should demonstrate their ability to provide professional environmental engineering services relative to, but not limited to, the following:
1. Environmental Compliance – Provide detailed assistance and guidance on specific legal and other requirements for environmental regulatory programs such as:
 - a. Resource Conservation and Recovery Act
 - b. Clean Air Act
 - c. Clean Water Act
 - d. Federal Insecticide, Fungicide and Rodenticide Act
 - e. Toxic Substances Control Act
 - f. Hazardous Materials Transportation Act
 - g. Safe Drinking Water Act
 - h. Oil Pollution Act
 - i. Emergency Planning and Community Right-To-Know Act
 2. CERCLA Response Actions – Provide technical and management assistance for sites subject to CERCLA authority.
 3. Remediation – Provide technical and management assistance at sites requiring non-CERCLA environmental remediation to include RCRA, TSCA, Virginia Voluntary Remediation Program and non-regulated voluntary cleanups.
 4. Environmental Management System (EMS) – Provide EMS programmatic development, implementation assistance and auditing services based on the ISO 14001-2004 standard.
 5. Auditing – Provide environmental compliance and environmental risk management auditing services.
 6. Project Management – Manage complex multiple-tiered environmental projects; develop environment project specifications for bidding.

7. Solid Waste Facilities – Provide engineering solutions for various solid waste facilities, including site re-design, post closure remediation and project management.
8. Asbestos, Lead and Mold Management – Provide consulting support on asbestos, lead, water intrusion and mold management projects.
9. Clean Air Permitting – Provide permit applicability evaluations.
10. Site Assessments – Provide on-site investigation, sampling, laboratory testing, evaluation and written reports in the following areas:
 - a. Phase I and II Environmental Site Assessments per ASTM standards.
 - b. Site Characterization Reports (e.g. tank closures, remediation sites and hazardous waste)
 - c. Asbestos
 - d. Lead
 - e. Radon
 - f. Mold Management
11. Environmental Plans – Develop comprehensive site management plans in the following areas:
 - a. Spill Prevention, Control and Countermeasures
 - b. Storm Water Pollution Prevention
 - c. Erosion and Sediment Control
 - d. Stream Restoration
 - e. Hazardous Waste Contingency
 - f. AST and UST Tank Management
 - g. Solid Waste
 - h. Wetland Delineation
12. Training – Develop training programs to include PowerPoint presentations, written quizzes and facility handouts in the following areas:
 - a. Air and Water Permit Compliance (i.e. SWPP Plans)
 - b. Spill Prevention, Countermeasure and Control Plans
 - c. Hazardous Waste
 - d. Lead-Based Paint
 - e. Asbestos
 - f. Mold Management
13. Other – Provide other environmental services as needed.

B. Individual Project Assignments: Assignments shall be made on an as needed basis. In the case of a multiple award, it shall be the sole decision of the County regarding individual project assignments.

Chesterfield County reserves the right, at all times, to perform work in-house or to award any project on a separate competitive negotiation basis.

- C. Compensation:** All work performed for each project assignment shall be done on a lump-sum, not-to-exceed maximum basis, or the fee shall be negotiated prior to assignment by incorporating a maximum hourly fee charge. Total fee shall include all expenses for performing the services, including professional fees and reimbursable expenses.

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the services performed.

- D. Time of Performance:** All services performed and any reports prepared for assignments under the resulting contract shall be undertaken and completed promptly pursuant to a schedule negotiated between the County and the Contractor at the time of assignment.

At the time of contract expiration or termination, Contractor shall complete, at the discretion of the County, any assignment undertaken, but not yet completed.

- E. Changes in Performance Schedule:** The County may make changes in the work for a specific project. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The engineer shall not be entitled to fee adjustments for changes in work that in the opinion of the County, do not result in an increase in engineer's cost for performing the work.

The engineer shall not make changes in the scope of work for a project without the express written authorization of the County.

- F. Performance Schedule:** The engineer shall perform work in accordance with a performance schedule negotiated at the time of project assignment. The engineer shall assign the work to qualified personnel in sufficient numbers to complete the work according to the performance schedule. The engineer shall designate one employee to oversee each project. The designated employee shall work continuously on the project until final reports are accepted by the County.

- G. Professional Standard -** Offerors should demonstrate their ability to:

1. Perform all tasks in accordance with generally accepted professional standards;
2. Provide to the County the best possible advice and consultation within engineer's authority and capacity as a professional engineer;
3. Comply with all applicable regulations, laws, ordinances, and requirements of all applicable governmental agencies and authorities;
4. Assign work to be performed to qualified personnel in sufficient numbers to meet performance schedules in accordance with paragraph IIF;
5. Provide certified EMS auditors; and
6. Provide Virginia licensed Professional Engineers, Professional Geologists, and

Certified Safety Professionals, as needed.

H. Demonstration of Experience - Offerors should demonstrate their experience in the following areas as a part of their proposal:

1. Environmental Compliance – Ability to provide quarterly environmental regulatory updates detailing applicability to county departments.
2. CERCLA Response Actions – Offerors should have substantial experience in both CERCLA removal and remedial actions, to include not only the engineering component of the response action, but also in negotiations with federal agencies and interfacing with the public in a formal Public Relations Program.
3. Remediation – Offerors should demonstrate project management, engineering and compliance experience in environmental remediation projects under other regulatory programs, including RCRA Corrective Action, TSCA Corrective Action, Virginia Voluntary Remediation Program and non-regulated voluntary cleanups for site closure within the last three years.
4. Environmental Management System (EMS) – Offerors should have significant experience in EMS development and implementation including the ability of assisting clients as they proceed through ISO 14001-2004 certification.
5. Auditing – Offerors should have experience in environmental compliance, environmental risk management, and EMS auditing.
6. Project Management – Offerors should have experience in managing subcontractors and in overseeing complex multiple-tiered environmental projects.
7. Solid Waste Management – Offerors should demonstrate experience with engineering solutions for solid waste facilities.
8. Asbestos, Lead and Mold Management – Offerors should have experience in developing and implementing strategies to manage asbestos, lead, water intrusion and mold.
9. Clean Air Act Permitting – Offerors should have experience in air permitting evaluations.
10. Regulatory Actions – Offerors should have experience obtaining approvals and permits through regulatory agencies.
11. Site Assessments – Offerors should have experience with on-site investigations, sampling, laboratory testing, evaluation and written reports for Phase I and II ESAs, site characterizations, asbestos, lead, radon, and mold management.
12. Environmental Plans – Offerors should have experience with developing site management plans for spill prevention, control and countermeasures, storm water pollution prevention, stream restoration, hazardous waste contingency, AST and UST Tank Management, solid waste, and wetland delineation.

13. Training – Offerors should have experience developing training programs in related areas.

- I. **On-Site Response:** Offerors should address their ability to respond on site with a project manager capable of assisting the County with emergency situations and directing follow up response from his team.
- J. **County's Responsibilities -** The County shall:
 - 1. Provide all information in possession of the County which relates to the County's requirements for the individual project or which is relevant to the project.
 - 2. Assist in obtaining permission to enter upon public and private property as required for engineer to perform its services.
 - 3. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to engineer's services.
- K. **Quality Commitment:** Chesterfield County has adopted best management practices to ensure the highest quality of products and services are provided to it's citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

To satisfy these requirements, the offeror must demonstrate their firm's commitment to best management practices and providing services with the highest possible level of quality throughout all phases of work. Proposals must demonstrate, at a minimum, (1) a complete understanding of the processes utilized within the organization to ensure quality and (2) graphical demonstrations that outline quality and process management within the organization and how they relate with sub consultants and with the County. These criteria shall not be satisfactorily met by indicating that the firm has a quality control process or manual that meets the goals that have been established by Chesterfield County. The response to quality must be deliberate and contain sufficient evidence that the firm has adopted quality and best management practices as an integral part of the organization. As a part of the response to this request, offerors shall demonstrate the following:

- 1. Show the organization's design process, e.g. process map, flow charts.
- 2. Show the cycle time for process, e.g. Gantt chart, milestone chart.
- 3. Show historical data on budget and change orders, e.g. Pareto charts identifying the reasons for all change orders and frequency of occurrence.
- 4. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub consultants)

and discuss how these processes are utilized to minimize future occurrences.

5. Demonstrate customer satisfaction data, e.g. indicate that there are systems in place allowing for a proactive approach to collecting customer satisfaction data. Demonstrate how this data is collected and analyzed and what actions are taken on the data results.

III. **INSTRUCTIONS**

A. **Submission and Receipt of Proposals**

1. Submittals, in **five (5) copies**, marked “Professional Environmental Services” will be received no later than 5:00 p.m., Local Time Prevailing, on **November 4, 2011**, in:
Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, Virginia 23832-0001
Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# 11-0318** and proposal subject, “Professional Environmental Services”.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.

6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Evaluation Team including name, address, telephone

number and e-mail address.

- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- g. Other – All other information needed to address the evaluation criteria and any other requirements of the RFP.

IV. **GENERAL TERMS AND CONDITIONS**

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling 804-748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. **Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part

of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia* 2.2-4310)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* 2.2-4310)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror 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 or as otherwise required by law. The offeror shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 shall include in its proposal a statement describing why the offeror is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.
- I. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other

transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- J. Copyrights and Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- K. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- L. Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. Employment Discrimination:** (*Code of Virginia 2.2-4311*): This provision only applies to contracts valued in excess of \$10,000.
 1. During the performance of the 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 the requirements of this section.
- 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- N. Environmental Management:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.
- O. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at 804-748-1673 with questions.
- P. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- Q. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- S. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he 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.
- T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any

and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.

- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
 - V. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.
- Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
- 1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - 2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- W. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
 - X. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
 - Y. Quality Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the National Baldrige Criteria for Performance Excellence in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's quality initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Requests for Proposal.

The County's quality initiative is led by front line workers, supervisors, department directors, and the County's Leadership Team. Their intensive involvement in

improvement demonstrates the county's commitment to its values and principles.

The quality initiative includes guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of these quality initiatives demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the quality initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

The County's definition of quality improvement: Quality Improvement is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

Chesterfield County's Quality System Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- Z. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- AA. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- BB. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by

Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

CC. Termination: It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

DD. Termination for Breach or Non-Performance: If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

EE. Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

FF. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

V. SPECIAL TERMS AND CONDITIONS

A. Contract Term/Contract Renewal/Contract Extension

1. Contract Term - The initial term of this contract shall be effective for one year effective January 1, 2012 or at time of award.
2. Contract Renewal - This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in subsections a. and b. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.
 - a. If the County 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 by more than the percentage increase of the "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>
 - b. If during any subsequent renewal periods, the County 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 by more than the percentage increase of the "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>
3. Contract Extension - The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

B. Insurance Requirements

The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M.

Best Company:

1. Commercial General Liability - \$1,000,000 Combined Single Limit per occurrence

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County and/or Chesterfield County Public Schools as an additional insured by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. "Chesterfield County by endorsement to the policy is an additional insured"; or
- b. "Chesterfield County by endorsement to the policy is additional insured with respect to General Liability "; or
- c. or the Contractor may provide a copy of the actual endorsement to the policy

2. Automobile Liability - \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation - Virginia Statutory limits
4. Employers' Liability - \$100,000 each accident, each disease
5. Professional Liability - \$2,000,000 per occurrence; \$3,000,000 aggregate

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

- a. "By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County; or
- b. The contractor may attach a copy of the endorsement to the certificate.

The Certificate Holder should be listed as:
 Chesterfield County
 c/o Purchasing Department
 P. O. Box 51, Chesterfield, VA 23832-0001
 RFP No. 11-0279

Certificate of Insurance must have an authorized signature.

C. Environmental Management System Procedures

The Contractor shall follow all federal, state and local environmental laws and regulations. Chesterfield County's General Services - Environmental Division, maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard; therefore, the contractor shall also comply with the County's Contractor Environmental Guidelines (ENVMGT.FORM.0011) in Appendix A. **The Contractor shall work with the County project manager to manage and control those activities that may cause a significant adverse impact to the environment.**

VI. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria

will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Demonstrated overall ability/capability of the offeror.
- B. Demonstrated qualifications and experience of proposed staff members who will be assigned to the County's projects.
- C. Demonstrated performance record and projects with federal, state and other local entities.
- D. Managerial capabilities including demonstration of firm's ability to acquire information, complete on-site evaluations and audits, and provide written reports in a timely manner.
- E. Demonstration of Quality Commitment as described in section II, K.
- F. Demonstration of commitment to conducting services and of writing project specifications in accordance with OSHA safety guidelines.

VII. AWARD PROCEDURE

The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss non-binding estimates of hourly rates. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.



CHESTERFIELD COUNTY

ENVIRONMENTAL MANAGEMENT SYSTEM CONTRACTOR ENVIRONMENTAL GUIDELINES

- 1.0 Introduction**
- 2.0 General Information**
- 3.0 Waste Management**
- 4.0 Storm Water Management**
- 5.0 Water Discharges**
- 6.0 Air Quality Management**
- 7.0 Materials and Supplies Storage**
- 8.0 Spill Prevention and Spill Management**
- 9.0 Special Substances Requirements (Asbestos, Lead, PCB, CFC)**
- 10.0 Equipment Decommissioning**
- APP Chesterfield County Environmental Management Policy**

1.0 Introduction

- 1.1 Chesterfield County (county) operates an Environmental Management System (EMS) that meets the International Organization for Standardization's (ISO) standard for Environmental Management Systems (EMS) (ISO 14001). Chesterfield County is one of only a few counties in the United States that have departments that meet this standard. The county's EMS requires that the county controls activities that may affect the environment including those of Contractors so that adverse environmental impacts are minimized.
- 1.2 The following information is supplied to Contractors who perform work projects for the county. The information presented in these guidelines provides guidance for contractors to make them aware of the EMS and to ensure conformance to the county's Environmental Policy (included herein as an Appendix) and applicable EMS procedures and instructions. Conformance with the environmental policy and all requirements noted in this document is expected of all those persons working for or on behalf of the county which includes contractors, subcontractors, suppliers and their employees.
- 1.3 Failure to follow these requirements can be grounds for termination of the project work.
- 1.4 For further information, please contact the General Services - Environmental Division at (804) 717-6531.

2.0 General Information

- 2.1 Controlling Significant Environmental Impacts - The County Project Manager shall work with Contractors to ensure that potential significant environmental impacts are addressed and controls put in place prior to any work being performed for or on behalf of the county.
- 2.2 Contractor Environmental Activity Statement - This form is used when the County Project Manager determines that a Contractor's activities pose a substantial risk of an adverse environmental impact such that additional controls are needed (see 2.1, above). Upon request, contractors are to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the Contractor Environmental Activity Statement form provided by the county. The Activity Statement must address potential risks to the environment, contractors, employees and other personnel associated with county project activities and proposed measures for minimizing these risks. Upon approval by the County Project Manager, the Contractor may commence work on the site.
- 2.3 Pollution Prevention - Contractors are responsible for preventing pollution of the air, water and land, and for the proper disposition of waste generated by their activities. The following guidelines provide specific information to assist Contractors with this requirement, but these guidelines do not take the place of federal, state and local regulations.
- 2.4 Environmental Regulation Compliance - In addition to preventing pollution, Contractors must comply with all applicable federal, state and local environmental regulations.
- 2.5 Excavation Control - Contractors will not engage in any excavation activities on site without the prior approval of the County Project Manager.
- 2.6 Community Awareness - Contractors will be sensitive to the effects of noise, odor, light, and traffic movement to the local community.
- 2.7 Good Housekeeping - Contractors are responsible for keeping the project site clean and orderly. Clean up of trash, etc. generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- 2.8 Training - Contractors employees shall be trained on applicable federal, state, and local environmental regulations and standards. Contractors will provide copies of employee training certificates to the County Project Manager upon request.

3.0 Waste Management

- 3.1 Non-Hazardous Waste – Non-hazardous waste disposal (i.e., construction debris, scrap metal, municipal solid waste, used oil, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Hazardous Waste Notification - The Contractor must notify the County Project Manager of all hazardous waste streams to be generated before a waste is generated and collected on site. The Contractor must also inform the County Project Manager of the location of all generated hazardous waste storage areas, maximum quantities and the container type(s) used.
- 3.3 Proper Waste Handling - Contractors shall properly label, store and dispose of all waste materials.
- 3.4 Waste Container Labeling - Containers (such as drums) must be labeled with the contents of the drum (or other container) and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Waste Documentation - Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.

4.0 Stormwater Management

- 4.1 Land Disturbance Permit – Contractors must obtain a Land Disturbance Permit from the County Environmental Engineering Department for any land disturbance activities greater than 2500 square feet. An Erosion and Sedimentation Control Plan and Storm Water Management Plan may also be required.
- 4.2 Chesapeake Bay Preservation Act (CPBA) - Contractors are required to comply with all provisions of the CBPA.
- 4.3 Storm Water Control Measures Required - It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes, if necessary.
- 4.4 No Solids into Storm Drains - Solids must be prevented from entering storm drains. Roadways and outside areas must be kept clean. Compliance with the CLEAN WATER ACT is mandatory.
- 4.5 No Co-Mingling of Process Materials - No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 4.6 Cover Dirt Piles - All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 4.7 Prevent Vehicle Fluids from Entering Storm Water - Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.

5.0 Water Discharges

- 5.1 No Discharge to Sanitary Sewers without Approval - Discharge of material other than sanitary sewage to ANY sewer system is prohibited without the prior consent of the County WWTP Plant Manager.
- 5.2 Approval for Discharge to Sanitary Sewer – Contractors shall not discharge anything to drains and or sewers without the prior approval of the County WWTP Plant Manager or designee.

In the event that the WWTP Plant Manager approves discharges to sewers, the Wastewater Treatment Plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the Wastewater Treatment Plant.

6.0 Air Quality Management

- 6.1 Dust Control – Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 6.2 Other Emissions - Contractors must comply with all Clean Air Act requirements for emissions from their activities. Other emissions such as purposeful venting of CFC-containing refrigerants are strictly prohibited.

7.0 Materials and Supplies Storage

- 7.1 MSDS Knowledge Requirement – Contractors will not transport hazardous chemicals onto the project site without having prior knowledge of the associated Material Safety Data Sheets (MSDS). These materials include, but are not limited to, sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 7.2 MSDS Availability Requirement - The Contractor will have available the Material Safety Data Sheets (MSDS) for all chemical products in use at all times that their employees are working with on site. MSDS's will be made available upon request.
- 7.3 County Consent Required for Material Storage - There will be no storage of any materials and supplies on county property without the consent of the County Project Manager.
- 7.4 Secondary Containment Requirement - Approved outside storage areas for chemical materials must be equipped with non-earthen secondary containment equal to 150% of the capacity of the largest container by the contractor.
- 7.5 Labeling Requirement - The Contractor will ensure that all material containers owned or managed by the Contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- 7.6 Keep Chemical Containers Closed - The Contractor will ensure that chemical containers are closed except when in use.
- 7.7 Spill Kit Requirement – Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.

8.0 Spill Prevention and Spill Management

- 8.1 Prevention – Contractors will provide adequate spill/release prevention (such as secondary containment) for all bulk materials.
- 8.2 Preparedness – Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 8.3 Spill Response - THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS OTHER THAN INCIDENTAL SPILLS to the County Project Manager and the COUNTY ENVIRONMENTAL MANAGER at (804) 717-6531. Contractors will assist the county in spill mitigation and documentation until the spill incident is deemed closed by the County Environmental Manager.

9.0 Special Substances Requirements

9.1 PCBs

- 9.1.1 Suspected PCB Notification - If a material is suspected to have PCB contamination, the County Project Manager is to be notified. Contractors must manage materials and waste that contains PCB in accordance with the Toxic Substances Control Act (TSCA).
- 9.1.2 Coordination of PCB Removal - All PCB removal conducted by the Contractor shall be coordinated with the County Project Manager.
- 9.1.3 Lighting Ballast Disposal - Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.2 Asbestos Containing Material (ACM)

- 9.2.1 Notification Requirement – Contractors will contact the County Project Manager prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2.2 County Asbestos Management Procedure - All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the County Project Manager.
- 9.2.3 Compliance with Regulations - Contractors engaged in activities that involve ACM shall comply with 29 CFR 1926.1101, 29 CFR 1910.001 (and related Virginia regulations) as regulated by the Virginia Department of Professional and Occupational Regulation (DPOR).

9.3 Lead

- 9.3.1 Lead Testing Requirement – Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by the County Project Manager.
- 9.3.2 County Lead Management Procedure - All lead removal and disposal activities will be conducted in accordance with procedures approved by the County Project Manager and the applicable OSHA Lead Standard for the specific project activities.
- 9.3.3 Compliance with Regulations - Contractors engaged in activities that involve lead shall comply with 29 CFR 1910.25 (the general industry lead standard) and, for construction activities 29 CFR 1926.62 (in conformance with the requirements of the Virginia Department of Labor and Industry).

9.4 Refrigerants (CFCs)

- 9.4.1 Training Requirement – Contractors will provide copies of employee training certificates to the County Project Manager upon request.
- 9.4.2 No CFC Venting - Intentional venting of CFCs to the atmosphere is strictly prohibited.

10.0 Equipment Decommissioning

- 10.1 Inspection Requirement - All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- 10.2 Fluids and Hazardous Material Management Requirement - All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in 3.0.



Chesterfield County, Virginia

James J. L. Stegmaier, County Administrator

9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040

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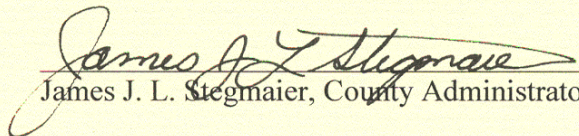
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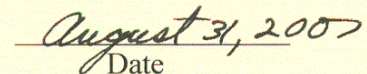
Chesterfield County Environmental Management Policy

The County of Chesterfield is committed to improving countywide environmental practices, and to being responsible protectors of the environment in conformance with its mission of providing a "First Choice Community through Excellence in Public Service." In support of this commitment, the county will:

1. Meet or exceed all applicable environmental laws, regulations, municipal standards, and other environmental initiatives to which the county subscribes.
2. Educate, train, and recognize employees for enhanced environmental performance and increased awareness of environmental issues.
3. Practice the principles of pollution prevention.
4. Respond to environmental incidents at county properties and facilities quickly and effectively.
5. Continually improve our environmental management program and make it an integral part of our standard business practices.
6. Develop and periodically review environmental objectives and targets as part of maintaining the county's environmental management program.
7. Promote the education of all citizens in the awareness of environmental issues and pollution prevention.
8. Encourage the use of sound environmental principles and practices by all county contractors and vendors.

This commitment to protect the environment is required by all persons working for Chesterfield County at all levels.


James J. L. Stegmaier, County Administrator


Date

REV02. The Chesterfield County Environmental Policy was established and implemented on May 7, 2003.

Providing a FIRST CHOICE community through excellence in public service