

**Montgomery Regional Solid Waste Authority
Christiansburg, Virginia
Request For Proposals for Professional
Engineering Services
RFP 25-03**

Landfill Gas Monitoring and Reporting

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. INTRODUCTION	3
II. SCOPE OF SERVICES	3
III. MRSWA'S RESPONSIBILITIES	4
IV. PROPOSER'S RESPONSIBILITIES	4
V. COMPENSATION	4
VI. PROPOSER'S EXPERIENCE	5
VII. PROJECT TEAM	5
VIII. REFERENCES	5
IX. INSURANCE	5
X. PROPOSAL SUBMITTAL	5
XI. SELECTION CRITERIA	6
XII. SELECTION PROCESS/AWARD OF CONTRACT	6
XIII. TERM OF CONTRACT	7
XIV. OTHER MATTERS	7

**MONTGOMERY REGIONAL SOLID WASTE AUTHORITY
REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES
RFP 25-03**

LANDFILL GAS MONITORING AND REPORTING

I. INTRODUCTION

It is the intention of the Montgomery Regional Solid Waste Authority ("MRSWA") located in Christiansburg, Virginia to evaluate qualified professional engineers with municipal solid waste management experience and enter into a service contract for required groundwater monitoring and reporting services to be performed by the engineering firm selected.

An original and two (2) copies of a proposal for such services (the "Proposal") must be forwarded by an interested firm (a "Proposer") to the Executive Director of the Montgomery Regional Solid Waste Authority, at the mailing address of PO Box 2130, Christiansburg, Virginia 24068 or the physical address of 555 Authority Drive, Christiansburg, Virginia 24073, to be received no later than 2:00 p.m. on Friday, December 19, 2025. The Proposal should clearly be marked "RFP 25-03 – Landfill Gas Monitoring and Reporting"

The selection criteria to be used in evaluating Proposals are set forth in this Request for Proposals ("RFP").

II. SCOPE OF SERVICES

An outline of the services to be provided is summarized below. Proposals must include a detailed narrative on your firm's qualifications in the following areas.

1. The scope of services covered under this RFP (the "Services") includes landfill gas monitoring (LFG) and reporting in accordance with the Virginia Solid Waste Management Regulations ("VSWMR") at the MRSWA's solid waste management facility (the "Facility") as well as MRSWA's Gas Management Plan (GMP). The Facility is required to monitor (quarterly) LFG at 10 tiered boundary probes and at three on-site structures. The landfill gas collection system is an active system and the northern perimeter gas collection system is both passive and active.

The selected engineering firm (the "Consultant") will work with representatives from the Authority and shall provide the following services:

- A. Quarterly gas monitoring and reporting at the facility which shall meet all the requirements of the Virginia Solid Waste Management Regulations (VSWMR) and the GMP.

- B. A current, up-to-date knowledge of the VSWMR and assure the facility's compliance with the regulations as required.
 - C. Future consulting needs which may arise as required to maintain compliance with the VSWMR and the facility's Monitoring Plan. Future consulting needs may also include permit amendments which may benefit the facility and/or be required by the Virginia Department of Environmental Quality (DEQ).
 - D. Remedial actions if gas exceedances occur.
 - E. Landfill gas collection system and perimeter system maintenance.
 - F. Balance the active landfill collection system on a monthly basis to maximize landfill gas collection and destruction and optimize the gas system to provide landfill gas to energy company high quality of gas for electric generation.
 - G. Provide services relating to the federal regulations mandating the reporting of greenhouse gases.
2. If requested, the Consultant shall perform other functions related to the gas monitoring, safe, efficient and compliant operation of the solid waste management facility.
 3. If requested, the Consultant shall evaluate existing data sources, data records, existing permits and plans, formulate proposal(s) for additional data sources or procedures for obtaining monitoring or test data if existing records are determined to be deficient.

III. MRSWA RESPONSIBILITIES

The Proposal should list responsibilities to be assumed by MRSWA in order to accomplish the optimum relationship between the MRSWA and the Consultant. For initial consideration in preparing a Proposal, data which the MRSWA maintains includes permitting and construction documents, monitoring and test data, and inspection records from the DEQ.

IV. PROPOSER'S RESPONSIBILITIES

The Proposal should contain a copy of the firm's terms and conditions by which work will be performed. Particular attention should be given to conditions in this Request for Proposals that may effect the normal terms and conditions set forth in a form agreement, if such form agreement is normally employed by the firm.

V. COMPENSATION

Payments for services are to be requested as monthly billings submitted by the Consultant and payable by the MRSWA within 45 days thereafter. At the discussion stage after Proposals are received, MRSWA may discuss nonbinding estimates of price for Services with Proposers.

VI. EXPERIENCE

The Proposals must contain a detailed narrative explaining the Proposer's background and experience working on other projects similar to the Scope of Services described in this Request for Proposals. Comprehensive knowledge of a broad spectrum of solid waste management projects and expertise in assisting other governmental or private sector units to implement permitting, design, construction, monitoring and testing programs is strongly preferred, as is demonstrable knowledge of DEQ Solid Waste, Water and Air regulations. Preference will be given to firms with significant experience in providing the requested type of services to local government. Preference will also be given to firms with the ability to perform all, or the majority of, basic services in-house.

VII. PROJECT TEAM

The proposal submitted must contain qualifications and responsibilities of key individuals to be assigned to perform the Services. A listing must also be provided of additional associated firms or other professionals to be used on the project. The successful Consultant(s) must ensure that this list is kept current throughout the life of the contract.

VIII. REFERENCES

The submittals must contain at least three (3) references of similar experience and scope to the program desired by the MRSWA.

IX. INSURANCE

The firm must agree to carry professional and general liability satisfactory to the MRSWA and to name the MRSWA as an additional insured.

X. SUBMITTAL

A. Format of the Proposal - Proposals should be as thorough and detailed as possible so that the MRSWA may properly evaluate your capabilities to provide the required services. The Proposer is required to submit the following items:

1. Title Page - Show the RFP subject, the name of the proposing firm, local address, telephone number, name of contact person and date.

2. Introduction Letter - Proposals shall have an introduction letter signed by an authorized representative of the Proposer.
3. Proposal Document - Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the Proposal.

B. Deadline for Submission - In order to be considered for selection, a Proposer must submit a complete response to the Request for Proposal. One (1) original and two (2) copies of each proposal must be submitted, in a sealed envelope "RFP 25-03 – Landfill Gas Monitoring and Reporting". Copies of the proposal should be received by MRSWA no later than 2:00 p.m. on Friday, December 19, 2025 at:

Montgomery Regional Solid Waste Authority
Attn: Alan Cummins, Executive Director
Mailing address:
PO Box 2130
Christiansburg, Virginia 24068
Physical address:
555 Authority Drive
Christiansburg, Virginia 24073

Faxed submittals will not be accepted. Submittals will not be accepted after the closing date and time. All submittals shall become the property of the MRSWA and will not be returned.

XI. SELECTION CRITERIA

1. The Proposer's knowledge of and professional competence in the areas outlined in Section II, such as solid waste management regulations and landfill gas monitoring and reporting.
2. Technical and staff capabilities for undertaking and completing the Services in an expeditious manner.
3. The prior performance and experience of the Proposer in completing projects of similar nature and scope.
4. The Proposer's familiarity with the MRSWA's requirements and understanding of areas outlined in the Introduction and Scope of Services and the demonstration of qualifications to accomplish each task.

5. The detailed schedule for completing the tasks set forth in the Scope of Services. The schedule must reflect promptness and be realistic.

XII. SELECTION PROCESS/AWARD OF CONTRACT

The Selection Committee shall evaluate each proposal in accordance with this RFP. The Selection Committee will engage in individual discussions with two or more Proposers who are deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Interviews may be conducted with selected Proposers based on the merits of the submitted Proposals. Based upon the evaluation of the Proposals, the results of preliminary interviews (if needed) and all other information developed in the selection process to this point, the Selection committee shall select, in order of preference, at least two Proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the top ranked Proposer. Proprietary Information from competing Proposers shall not be disclosed to the public or to competitors, however, the Proposer must invoke this protection prior to or upon submission of the data or other materials, and must identify the data or other materials by page or paragraph number to be protected, and state the reasons why protection is necessary. Failure to follow these guidelines shall constitute a waiver of the Proposer's request for confidentiality where invoked.

At the conclusion of the discussion, if a contract satisfactory and advantageous to the MRSWA can be negotiated at a price considered fair and reasonable, the award shall be made to the top ranked Proposer. Otherwise, negotiations with that Proposer shall be formally terminated and negotiations conducted with the next ranked Proposer, and so on until a contract can be negotiated at a fair and reasonable price.

XIII. TERM OF CONTRACT

The Agreement negotiated pursuant to this Request for Proposals shall have a term of three (3) years, commencing at its execution. The contract may be extended by subsequent one-year terms, for up to 3 additional years, if agreed to by both parties prior to expiration of the contract. MRSWA may award contracts to more than one Proposer.

XIV. OTHER MATTERS

CONTACT - Respondents should contact Alan Cummins, Executive Director, Montgomery Regional Solid Waste Authority, P.O. Box 2130, Christiansburg, Virginia 24068, telephone (540) 381-2820, to answer any questions, which might arise, and to discuss general background information on the Request for Proposals.

- B. CANCELLATION - The MRSWA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the firm. Any contract cancellation notice shall not relieve the Consultant of the obligation to complete any task that commenced prior to the effective date of the cancellation.
- C. DEFAULT - In case of failure to deliver services in accordance with the contract terms and conditions, the MRSWA, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the MRSWA may have.
- D. EXCUSABLE DELAY - The MRSWA shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the MRSWA. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the MRSWA.
- F. ATTACHED DOCUMENTS INCORPORATED - Attachments to this RFP are Proposal Conditions and General Terms and Conditions, which shall be incorporated into the final agreement between MRSWA and the Consultant.
- E. QUALIFICATIONS OF PROSPECTIVE PROPOSER - The MRSWA may make such reasonable investigations as are deemed proper and necessary to determine the ability of the firm proposing to perform the work. The MRSWA reserves the right to reject any proposal if the evidence submitted by the firm, or investigations of the firm, fail to satisfy the MRSWA that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

APPENDIX A

MONTGOMERY REGIONAL SOLID WASTE AUTHORITY PROPOSAL CONDITIONS

IMPORTANT! **READ CAREFULLY BEFORE MAKING BID/PROPOSAL!**

1. An offeror may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the offeror may not withdraw for a period of ninety (90) calendar days following the deadline for submission of bids or proposals shown in the Request for Proposals or invitation for bids. Any offeror may be required to clarify the offer or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the offeror's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected if the Authority determines that it is in the best interest of the Authority to do so. The reasons therefor shall be made a part of the contract file. Any offer which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the Authority.
3. Procurement documents are subject to the Virginia Freedom of Information Act, with the following exceptions:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the Authority shall not be open to public inspection.
 - B. Any competitive negotiation offeror, upon requests, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Authority decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
 - C. Trade secrets or proprietary information submitted to the Authority are not subject to disclosure if requested by the person submitting such information. The request must be made prior to or upon submission of the materials sought to be protected, identify what is to be protected and state the reasons protection is necessary.
 - D. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
4. Any bidder or offerer submitting a proposal to the Authority subjects himself to the decision of the Authority as to the quality of what is offered, responsiveness of the bid,

responsibleness of the bidder, and the qualifications of any offerer. The Authority, as the case may be, in its sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of the Authority as a condition precedent to the submission of the bid.

5. The Authority does not accept the responsibility for maintaining a bid or offer list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the Authority.
6. Once requests for proposal have been advertised, should a prospective offeror find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the specified contact person who will send written instructions to all bidders. The Authority will not be responsible for any oral instructions.
7. The provisions of Sections 2.2-4305, 2.2-4311, 2.2-4312, 2.2-4315, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
8. By submitting a proposal, the offeror agrees and warrants that the offeror has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offerer from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offerer to request additional compensation.
9. The firm, corporate or individual name of the offeror must be signed in ink in the space provided for the signature at the end of these conditions. In the case of a corporation or other artificial entity, the title of the officer signing must be stated and each officer must be duly authorized to bind the entity. In the case of a partnership, the signature of at least one general partner must follow the firm name, followed by the title, using the term "member of the firm."
10. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority does not discriminate against faith-based organizations.
11. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.

- B. Qualifications of the project manager and project teams.
- C. Overall qualifications and experience of firm and any subcontractor to be used.
- D. Quality of the content of the proposal and its responsiveness to the request for proposal.
- E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
- F. The location of the office that will have the responsibility for providing the set-up and delivery and the ability of the proposer to respond quickly to requests or requirements of the Authority.
- G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
- H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIX B

GENERAL TERMS AND CONDITIONS

These "General Terms and Conditions," are incorporated into the contract for Engineering Services associated with Landfill Gas Monitoring and Reporting Services between _____ (the "Contractor") and the Montgomery Regional Solid Waste Authority (the "Authority") for goods and services to be provided by the Contractor.

1. **General Provisions.**

Nothing in any resulting contract shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained in the Agreement. This contract is subject to appropriations by the Authority.

2. **Laws of the Commonwealth.**

A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the Authority under this contract assures the Authority that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured, including Occupational Safety and Health Administration and Virginia Occupational Safety and Health regulations, and hold all applicable licenses and permissions to provide the services and goods required by the Agreement, including, as applicable, the Virginia Department of Professional and Occupational Regulation; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor:
 - a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and
 - c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract that the Contractor is an equal opportunity employer. All 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 will include the provisions of the foregoing subparagraph 2(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that the Contractor shall:
 - 1. Provide a drug-free workplace for its employees;
 - 2. 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 its workplace and specify the actions which will be taken against any employee for a violation;
 - 3. State in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and
 - 4. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor. For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.
- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.
- E. **Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950 (the "Code"), in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority does not discriminate against faith-based organizations.**

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant

provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Authority and a faith-based organization, you are hereby notified as follows:

Neither the Authority's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Executive Director of the Authority.

3. **Certifications.**

The Contractor certifies that:

- A. The bid or offer:
 - 1. Is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal;
 - 2. Is in all respects fair and without collusion or fraud; and
 - 3. Is or is intended to be competitive and free from any collusion with any person, firm or corporation.
- B. The Contractor has not offered or received any kickback from any other bidder, offeror, Contractor, supplier, manufacturer, or subcontractor in connection with the offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan,

subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, offers, prices, terms or condition upon which the contract resulting from the acceptance of his bid/proposal is to be performed.
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
- E. The Contractor or any subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

4. **Modifications, Additions or Changes.**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Authority; however, no fixed priced contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000 whichever is greater without the approval of the Authority. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Authority.

5. **Hold Harmless**

The Contractor agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the Authority or to failure of the Authority to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

6. **Assignment**

The contract may not be assigned, sublet, or transferred without the written consent of the Authority.

7. **Default.]**

In the case of default or breach by the Contractor or the failure of the Contractor to deliver the goods in conformance with the specifications in the contract, the Authority shall give written notice to the Contractor specifying the manner in which the contract has been breached. If the Authority gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the Authority shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

8. **Required Payment.**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Authority attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Authority and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Authority for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12(A). above.
- D. Include in its contracts with any and all subcontractors the requirements of subsections A, B, and C above.

9. **Insurance and Bond Requirements.**

- A. The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

TYPE OF COVERAGE

LIMITS

Workers' Compensation and Employer's

Statutory, including Employer's Liability of

Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	\$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Completed Operations – Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$500,000 Each Occurrence \$1,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$500,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate

- B. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Authority for damage thereto.

- C. The Authority reserves the right to require insurance of any Contractor in greater amounts, provided notice of such requirements is stated in the Solicitation or Request for Proposal.

10. **No Waiver.**

Any failure of the Authority to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Authority of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

11. **Termination.**

The Authority may terminate the resulting contract for its convenience upon ten (10) days' written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

12. **Contractor Authorized to Transact Business in the Commonwealth.**

In accordance with Section 2.2-4311.2 of the Code of Virginia, if the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 of the Code of Virginia, Title 50 of the Code of Virginia or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required by Title 13.1 of the Code of Virginia or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

13. **Choice of Law.**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

14. **Forum Selection.**

The parties agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia.

15. **Severability.**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

16. **Contractual Claims Procedure.**

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Authority written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the Authority concerning any pending claim, the Contractor shall promptly notify the Authority by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Authority or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Authority, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the Authority shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action.