

Appomattox County

Solid Waste Future Planning Comparison Study
(RFP Number: 25-001)

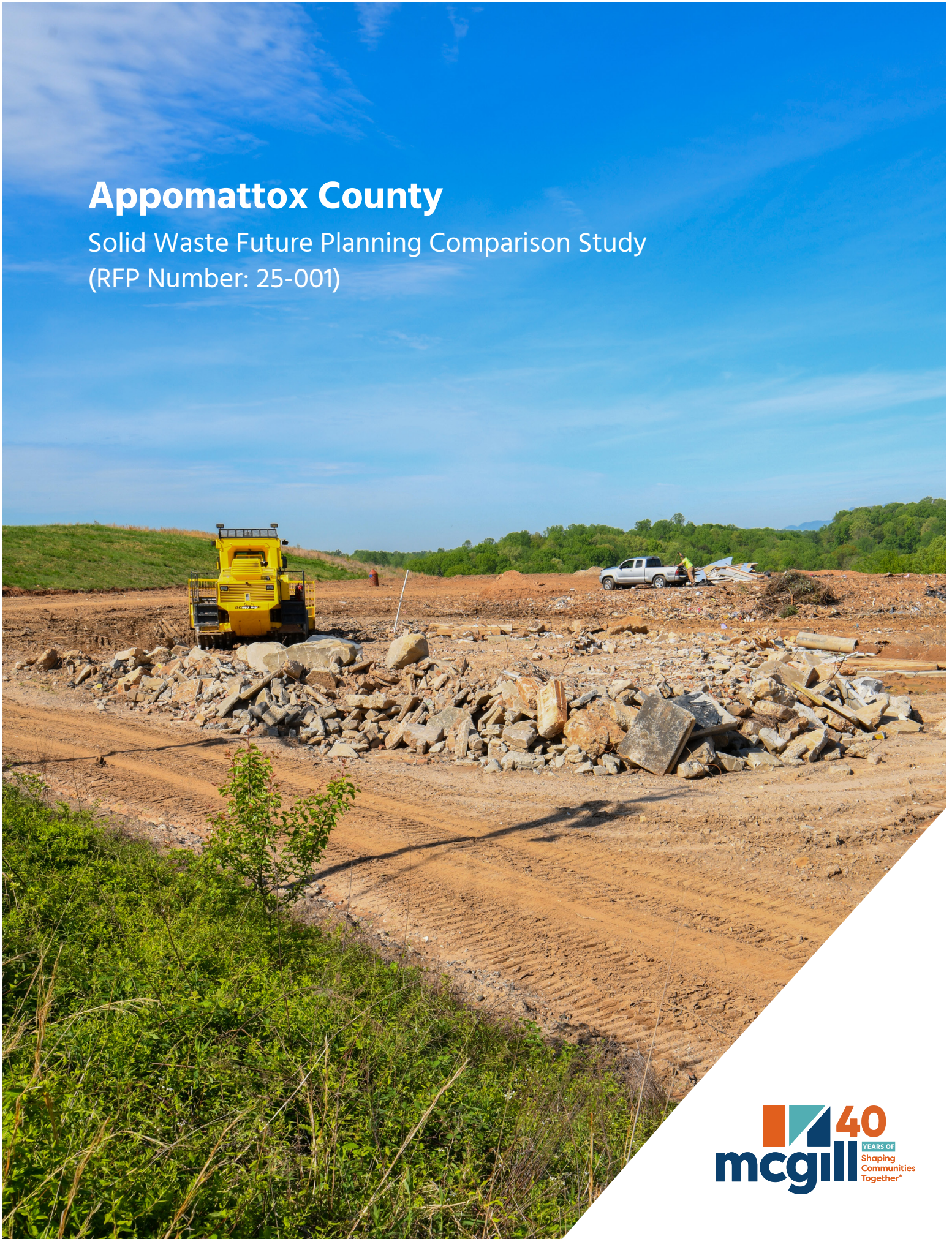


Table of Contents

01	Cover Letter	
02	Written Narrative Statement.....	1–28
	Executive Summary	1
	Scope of Work / Specifications.....	2
	Statement of Qualifications and Capacity of Firm	3–11
	Key Personnel.....	12–19
	Sub-Consultant	20–22
	Plans for Providing Proposed Services	23–27
	References	28
03	Forms	
	Vendor Profile and References (Form A)	
	Offeror Certification Statement (Form B)	
	State Corporation Commission Form (Form C)	
	Insurance Checklist (Form D)	
	Non-Collusion Statement (Form E)	
	Acknowledgment of Addenda (Form F)	
	Subcontractor Form (Form G)	
	General Terms and Conditions (Form H)	

PREPARED FOR

John Spencer
Purchasing Agent
Appomattox County
153A Morton Lane, #863
Appomattox, VA 24522

PREPARED BY

McGill Associates, PA
4950 Brambleton Avenue SW, Suite A
Roanoke, VA 24018
540.755.0820
mcgillassociates.com

July 31, 2024

John Spencer, Purchasing Agent
Appomattox County
153A Morton Lane, #863
Appomattox, VA 24522

RE: Response to Request for Proposals (RFP)
Solid Waste Future Planning Comparison Study (RFP Number: 25-001)

Dear Mr. Spencer:

It is our understanding that Appomattox County is seeking a professional engineering firm to provide solid waste management consulting services. McGill Associates, PA (McGill) recognizes the importance of having a dependable partner to assist with your solid waste future planning comparison study, and we want to help the County with this initiative. McGill's solid waste engineering program is well respected, and we pride ourselves on our responsive, hands-on approach to solid waste planning, permitting, design, and operations within a dynamic industry. Please consider the following relevant points demonstrated within our submittal:



Successful Experience: McGill's solid waste staff has worked on landfills for over 35 years. We have completed numerous solid waste projects that include all facets of master planning, design, operations, and bidding to construction. With our subconsultant, Bunnell-Lammons Engineering (BLE), we can provide all services requested by the County for Phase 1 and Phase 2.



Client Focus: Our team possesses a thorough understanding of solid waste project requirements. McGill stays in front of regulatory requirements through regular communication with regulatory agencies. Our staff does everything possible to ensure adequate landfill space through proper planning and assisting our clients with their operational needs, financial planning, and environmental monitoring. We put our clients first, making sure they are satisfied with every step of a project. McGill has a long list of repeat clients, and we truly value our relationships.



Involvement: Our experienced team is hands on with our projects. For instance, Mark Cathey, PE, one of McGill's Vice Presidents, is included on our proposed team. The County will have the full horsepower of the firm — from engineering technicians to top leadership — to assist with your project.

McGill possesses a sincere desire to develop a working relationship with Appomattox County. We would be pleased to have the opportunity to discuss our team's qualifications with you further. If you have any questions, please do not hesitate to contact me at wes.fleming@mcgillassociates.com or 540.755.0820. Thank you for your consideration.

Sincerely,
MCGILL ASSOCIATES, PA

A blue ink handwritten signature that reads 'Wes Fleming'.

WES FLEMING, PE
Roanoke Office Manager

Executive Summary

Why Hire Us



Solid Waste Experience

- McGill has over 35 years of productive and successful experience with solid waste projects in the Southeast.
- Our staff provides expert master planning and site suitability studies, and identifies solid waste disposal alternatives. We have the knowledge and background to be a dependable partner for the County.



Qualified Team

- We possess expertise that is well-suited to the County's solid waste program.
- Our team is comprehensive, and we bring all of the skills and experience required to assist the County in any aspect.
- McGill staff will function as an extension of the County's internal program team, operating as an efficient unit to assist with permitting and operational issues.



Client Commitment

- McGill is a relationship-based firm that pursues lasting associations with our clients, rather than a single project. We are convinced that this approach is in the best interest of our clients.
- We understand the importance of a long-term solid waste plan and want to assist the County in reaching its future goals.
- Our team is committed to the success of the County's solid waste program. We will focus our efforts to ensure a successful project.

Primary Contact



Wes Fleming, PE

Roanoke Office Manager

4950 Brambleton Avenue SW
Suite A

Roanoke, VA 24018

540.755.0820

wes.fleming@mcgillassociates.com

Our Approach



Your Challenges

- Desire a long-term plan for solid waste disposal
- Appomattox County faces a growing population and a 2030 deadline to find alternatives to current operations



Our Solutions

- Develop a long-range solid waste feasibility study
- Identify present and projected future waste handling needs of the County
- Present the best available options for handling solid waste
- Provide the backbone for County management to make strategic decisions relative to the development and operation of its solid waste processing facilities

Scope of Work / Specifications

Scope of Services

To help the County meet its solid waste needs and its desire to remain a member of the Region 2000 Service Authority, McGill will provide an overview of all current and developing disposal options, including — but not limited to — the following:

- Assessments of current conditions and alternatives related to, but not limited to:
 - Expansion of the Region 2000’s existing Livestock Road Landfill
 - Transporting of solid waste to a private landfill
 - Conversion of waste to energy on-site at the Morning Star Road Facility
 - Opening of two currently permitted cells at the Morning Star Road Facility totaling 25-30 acres, for use by Appomattox County residents
 - Construction and operation of a transfer station, either by a third party or by the County
- Evaluations of each of the above-listed options with advantages and disadvantages for each option
- Opinions of probable cost for each of the above-listed options, along with opinions regarding construction timelines and implementation for each option
- Ranking of each option and a suggested solution based on the assessments and evaluations

In addition to the scope of services, McGill is prepared to provide the following services, if requested by the County, including — but not limited to — the following:

- Development of alternate operating scenarios under which the future system could be managed
- Development of a detailed plan for the selected option(s), including conceptual plans and detailed cost estimates
- Provision of the complete range of services required to obtain all permitting for selected option(s)
- Development of a financial statement for the construction and operational costs associated with the selected option(s)
- Development of biddable construction plans and specifications for the selected option(s)
- Provision of construction services for the selected option(s)
- Development of operational guidance documents for the selected option(s)

McGill is fully qualified to provide each of listed services in the Request for Proposals (RFP)’s scope of services section, as well as all additional services listed above at the County’s discretion.

Our Commitment To You



McGill is committed to providing innovative and efficient engineering to our clients. We strive to ensure each project is completed successfully through our diverse technical expertise, effective project management, and open communication methods.



**Technical
Expertise**



**Project
Management**



**Open
Communication**

Statement of Qualifications and Capacity of Firm



McGill can assist Appomattox County with its solid waste needs, creating a plan that will guide the County into the future.

Firm / Staff Experience

Leadership and staff experience is a key element of how McGill consistently meets the goals, schedules, and budgets of our clients. Based on the requirements outlined in the RFP, we have formed a team of highly skilled and knowledgeable professionals with extensive experience in the solid waste industry to provide a superior level of service to perform all of the County's requested services.

McGill provides expert master planning and site suitability studies, and identifies solid waste disposal alternatives. Our services range from waste collection system and capital improvements planning, financial assessments, and pro-forma development to tailored disposal and recycling scenarios.

We also conduct demonstration-of-need studies, refuse route planning, traffic impact assessments, soil borrow material studies, and public feedback analyses. Our staff provides recycling program evaluation and planning,

and operations efficiency analyses to determine the most cost-effective recycling options. Lastly, we provide safety and security planning to ensure reliable disposition of the wastes.

Due to the permitting process and local approvals, solid waste projects can require an extended development schedule. Master planning is a critical step in the development of long-term solutions.

Our staff has experience administering similar contracts for government and educational entities. McGill has worked with numerous local governments in the development of long-term solid waste master planning, alternatives analyses, project development planning, daily waste management and operations, facility automation and optimization, privatization, rate studies, long-term capital improvement plans, and all other facets of solid waste management.

Organizational Structure

McGill was established in 1984 with 6 initial employees. Over the past 40 years, McGill has expanded to operate with over 170 employees working out of 8 different offices across 3 states. McGill operates as a corporation with a board of directors and management team with 13 principals.

Each of McGill's offices is represented by an office manager who is supported by company-wide practice area leaders. Office managers report to regional vice presidents who provide greater direction to the firm concerning long-term strategic objectives, administration, and client relationships.

President, Andy Lovingood, has worked for McGill for 30 years and was elected in 2019 to provide overall direction for the firm. His vision, as is ours, is to continue McGill's commitment to long-term partnerships with our clients and employees. We believe that the basis for lasting partnerships is mutual trust, a thorough understanding of our clients' needs, and our clients' confidence in our integrity and competence.



Wes Fleming, PE, at McGill's new Roanoke office.

McGill's new office in Roanoke is managed by Wes Fleming, PE. We are currently recruiting for staff to fill our Roanoke office. McGill has developed a leadership team to steward the launch of this office and our expansion into the central and western portions of Virginia that includes our solid waste practice area leader and multiple vice presidents of the company. Our Virginia offices are also supported by a large production staff across the entirety of McGill's footprint. We work seamlessly across all of our offices through effective use of technology and by prioritizing teamwork and communication.



40 YEARS Tells a Story

2024

Celebrating

40

YEARS OF

**Shaping
Communities
Together®**

2023

Surveying Services Team Added

Roanoke, VA, Office Opens

2021

Financial Services Team Added

2019

Andy Lovingood, PE,
Named President of McGill

2018

Expand Services to Virginia

Water Resources Team Added

2017

Shallotte, NC, Office Opens

Mechanical / Electrical / Plumbing
Services Team Added

Consulting Services
Team Added

2014

Raleigh, NC, Metro Office Opens

Environmental Services Team Added

2007

Pinehurst, NC, Office Opens

2006

Electrical Services Team Added

2001

Joel Storrow, PE, becomes
President of McGill

Land Planning and Recreation
Team Added

1999

Hickory, NC, Office Opens

1995

McGill Expands Services
to Tennessee

1984

Gary McGill forms McGill Associates
in Asheville, NC, Offering Water /
Wastewater and Civil
Engineering Services

McGILL ASSOCIATES, P.A.
CONSULTING ENGINEERS
ASHEVILLE, NORTH CAROLINA

1984



Capability

McGill works within strict schedules to meet project deadlines and objectives. We want to work on the County's important project and are prepared to adjust our work program to meet your project's scheduling needs. We understand how important it is to stay on schedule and on budget. This proposal is intended to demonstrate that:

- We have the qualifications and expertise to execute this project.
- We have the capability and availability to achieve the tasks outlined in our proposal, within a prescribed time frame.
- We have a proven record of success for similar previous projects.
- Our personnel and resources are accessible and our proximity to the project can facilitate timely and efficient working conditions and communication.



We provide
consistent
and effective
coordination
throughout all steps of
project development.

Capacity

Resources and Availability

The team members assigned to this project have the necessary skills and a workload balance during the anticipated schedule that supports efficiencies in the process. McGill is fortunate to have the depth and breadth of resources that allows equally qualified staff from internal peer groups to respond in short notice, should any team member become temporarily or permanently unavailable during the course of the project. Through an effective multidisciplinary team, we have ample resources and expertise to guide us. In addition to our local resources, we utilize production staff across our entire footprint to assist with our on-call contracts.

Ability to Meet Schedules

Our staff has many years of collective experience and a lengthy record of effective cost control, accurate project scheduling, high-quality work, and innovative design capabilities. Over the years, we have found that consistent communication is the best way to keep a project on schedule throughout the design and construction process.

Because McGill provides both design and construction administration services, we have a better understanding of the time required for project construction. As such, we can help our clients develop realistic construction schedules and, when time is of the essence, help estimate the premiums that might be required for expedited construction.

Related Experience



Blackburn Resource Recovery Facility – 20-Year Solid Waste Master Plan

Catawba County, NC

McGill prepared a master plan for development of the more than an 800-acre property owned by the County. The plan consisted of a 20-year plan to provide municipal solid waste (MSW) disposal areas, as well as a construction and demolition disposal area, to sequence the use of on-site borrow areas for re-use as an industrial and recreation area, and to provide financial analysis and cash-flow projections for all solid waste activities.

Project Highlight

- Solid waste master plan

Blackburn Resource Recovery Facility – Landfill Site Study Expansion

Catawba County, NC

McGill prepared a general update for the site study to expand the Blackburn Landfill properties and reflect new developments on the site, such as additional waste areas, an office facility, new convenience center, and changes to the methane recovery system. Our team conducted testing, field investigation, and research to prepare a landfill site study for a 245-acre waste area expansion.

Project Highlights

- Site study
- Testing
- Field investigation



MSW Landfill Facility, Phase 3

Macon County, NC

McGill expanded the leachate collection system of the facility during design of the Phase 3 landfill expansion. Due to the varied terrain of the Phase 3 cell, a total of four side-slope pump stations will eventually be required. Therefore, design of the entire system was required to ensure that the expanded system would operate properly in the future. The first cell of Phase 3 only required one pump station to be installed, but all controls and telemetry will be included with the expanded treatment and controls project, which is under design at this time, as part of the cell 2 expansion project. This will include SCADA for the landfill operation, including an upgraded on-site treatment system, high water alarms, and a variable-speed transfer pumping station to pump leachate to the adjacent Town of Franklin wastewater treatment plant (WWTP) in a controlled manner, dependent upon the flow rates and the wastewater characteristics that the WWTP is experiencing at time of discharge.

McGill and BLE prepared plans to permit and construct an eight-acre Subtitle D waste area. The project consisted of:

- Preparing a master plan for a new area, detailed design, and permit modifications requiring expansion of the leachate collection system
- Conducting environmental review and permitting
- Updating the site study
- Preparing an alternative site analysis

Phase 3 of the MSW landfill was designed and permitted, and construction of the first cell was completed in 2018.

Project Highlights

- Site master plan
- Environmental review
- Alternative site analysis



Planning and Financial Recommendations

Iredell County, NC

McGill team members prepared:

- A proposed solid waste capital improvements plan that identified needed capital investments in solid waste landfill improvements, as well as capital improvements in the County's solid waste collection, waste and waste by-products processing, and methane gas disposal systems
- Assumptions relative to solid waste capital funding and the sequencing of proposed capital investments

Our staff developed a comprehensive financial model for the solid waste program, which:

- Summarized historic financial information for the solid waste program
- Projected program revenues and expenditures for a ten-year period
- Reflected recommended capital investments, in the forms of capital outlay and debt, derived from the proposed capital improvements plan
- Proposed strategic increases in solid waste revenues to compensate for deficiencies in annual net income annually over the ten-year analysis period
- Addressed key fund parameters for net income, fund balances, reserves, and post-construction financial protocols
- Formulated a recommended plan for changing waste disposal fees to address the findings of the solid waste financial analysis

Project Highlights

- Solid waste capital improvements plan
- Comprehensive financial model



20-Year MSW Master Plan

Haywood County, NC

McGill prepared a 20-year master plan for the Haywood County solid waste program, including evaluating its landfill, transfer station, recycling facility, and convenience centers. The study evaluated disposal options for the County, including expanding the existing landfill and constructing a transfer station to transport waste out of the County. Ultimately, the County elected to expand the existing landfill. We then provided design, permitting, construction administration, and construction certification of an 8.8-acre expansion to the Subtitle D MSW landfill.

Project Highlights

- 20-year master plan
- Disposal option evaluation

Solid Waste Privatization Analysis

Davidson County, NC

McGill assisted Davidson County with the development of a RFP for privatization of the County's landfill management services. Our scope of services included:

- Meeting with County staff and the facilities subcommittee to develop service priorities associated with typical landfill management operations
- Determining other service options desired by the County

These services included a well-defined scope for the RFP, major services components, qualifications ranking system, and a detailed submissions process and time frame.

Project Highlights

- RFP development
- Stakeholder engagement
- Service priority development



Fiscal Year 2010 Solid Waste Capital Improvements

Henderson County, NC

McGill prepared and permitted a \$3.5 million renovation plan at the existing Stoney Mountain Road Facility in Henderson County. The renovations included an expanded entrance road to address heavy traffic loading, a new scale house facility (including two new scales), a new citizen's convenience center, upgrades to the existing transfer station, and a new recycling and MSW drop-off facility for commercial and large-load customers. Our team performed all construction administration duties. The contractor did encounter buried waste within the access road corridor proposed to service the only citizen convenience center. McGill delineated the area of waste, removed the waste impacting the project, and assisted the County in applying and eventually receiving funding from pre-1983, unpermitted waste facilities fund, previously created by the State of North Carolina.

Project Highlights

- Capital improvements planning
- Conceptual site plan
- Design
- Permitting
- Construction administration

Solid Waste Financial Plan

Henderson County, NC

McGill performed a full financial evaluation of Henderson County's solid waste program. The study evaluated the collection of waste, the processing of collected recyclable materials, convenience centers, transfer of waste outside the County, and existing facilities. As a result, an extensive solid waste capital improvements project was developed and implemented in Fiscal Year 2010.

Project Highlights

- Full financial evaluation
- Solid waste capital improvements project development and implementation

Key Personnel

Organizational Chart and Resumes

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.





Education

BS, Civil Engineering, North Carolina State University (NCSU)

Professional Associations

- AWWA
- VSPE
- WEF

Years of Experience

38



Over the last five years, Danny has built McGill's reputation in Virginia. He is devoted to bringing the firm's values to the Commonwealth.

Danny Bridges, PE

Principal / VP / Virginia Regional Manager

Danny Bridges has been involved in project management, project review, and design in the areas of site development, roadways, water, and wastewater projects for the majority of his 38-year career. He has a long and successful history with the firm and has concentrated his efforts largely on public infrastructure design. Danny is particularly experienced with complex civil projects requiring comprehensive technical solutions and responsive client communication.

Professional Licensure

PE: VA #0402058652, NC #016732

Related Experience

- Water and Sewer Improvements, Pittsylvania County, VA
- Water and Sewer Rate Study, City of Emporia, VA
- Second Leachate Station, Hopewell Water Renewal, Hopewell, VA



Education

Graduate Certificate, Renewable Electric Energy Systems, NCSU

MS, Electric Power Systems Engineering, NCSU

BS, Electrical Engineering Technology, University of North Carolina (UNC) Charlotte

Years of Experience

7



Wes is committed to delivering project solutions and building our partnerships in Virginia.

Wes Fleming, PE

Roanoke Office Manager

Over the years, Wes Fleming has worked on projects involving solid waste facilities, water plants, wastewater plants, lift stations, booster stations, community parks, streetscapes, electrical system design, transmission line design, arc flash analyses, electric utility system analyses, electrical systems for occupied spaces, and supervisory control and data acquisition (SCADA). He has a proven track record of delivering exceptional designs that meet the highest safety standards while ensuring project cost-effectiveness. As the Roanoke Office Manager, Wes is excited to build new relationships in the region and is deeply committed to community engagement.

Professional Licensure

PE: VA #0402066882

Related Experience

- Scale Improvements, Watauga County, NC
- General Solid Waste Services, Watauga County, NC



Education

BS, Civil Engineering,
Clemson University

Professional Associations

- SWANC
- APWA
- AWWA

Years of Experience

29



Mark is equipped with a depth of knowledge regarding various types of solid waste projects.

Mark Cathey, PE

Principal / VP / Solid Waste Practice Area Leader

Mark Cathey has over 29 years of design and management experience with a strong background in civil and environmental engineering. He has managed a substantial number of site study projects from concept to completion, including landfills, convenience centers, transfer stations, industrial sites, schools, and government developments. His background in Appalachia enhances his ability to understand the physiographic limitations of project sites, the importance of stormwater management monitoring and liability, and the value of effective communication with local officials and communities.

Professional Licensure

PE: VA #0402054639, NC #24993, SC #28749

Related Experience

- 20-Year Solid Waste Master Plan, Catawba County, NC
- Planning and Financial Recommendations, Iredell County, NC
- Solid Waste Privatization Analysis, Davidson County, NC



Education

BS, Civil Engineering Technology,
Southern College of Technology
Coursework, School of Agricultural
Engineering, University of Georgia

Professional Association

SWANC

Years of Experience

37



Appomattox County will benefit from Jeff's experience with solid waste management.

Jeff Bishop

Senior Project Manager (QA / QC Specialist)

Jeff Bishop has extensive engineering experience with a wide range of civil and environmental projects. One of his greatest assets is his unique knowledge and experience in solid waste planning and design. Jeff has a broad range of experience in water, wastewater, site planning and design, and stormwater management. He is a valued member of McGill's engineering team. Jeff has demonstrated his innate capacity for effective client communication and responsive service. His extensive background with a multitude of civil engineering projects provides his clients with a unique blend of experience in planning, design, and quality assurance and quality control (QA / QC) reviews.

Professional Licensure

PE: NC #023574

Related Experience

- 20-Year Solid Waste Master Plan, Catawba County, NC
- Solid Waste Master Plan Update, Henderson County, NC
- Solid Waste Financial Planning Update, Iredell County, NC



Education

BS, Construction Engineering and Management, NCSU

Professional Associations

- SWANC
- NCAFM

Years of Experience

16



Scott is a dedicated civil engineer with years of experience working on solid waste management projects, from planning to design.

Scott Burwell

Senior Project Manager

Scott Burwell has 16 years of experience managing engineering design and construction administration for industrial sites. His construction engineering and management education and design expertise enables him to fully understand all aspects of the project to provide seamless coordination and oversight from concept to closeout. Scott understands the importance of protecting the client's interests and ensures that plans and specifications are developed that can be constructed within budget and on schedule.

Professional Licensure

PE: NC #039177

Related Experience

- Solid Waste Master Plan Update, Henderson County, NC
- Solid Waste Financial Planning Update, Iredell County, NC
- Solid Waste Planning, Phase 3, Macon County, NC
- Master Site Plan and CIP, Macon County, NC



Education

MBA, University of Arkansas
BS, Chemical Engineering,
University of Arkansas

Specialization

Solid waste management

Years of Experience

8



Collin excels in solving waste management problems, including working with regulatory agencies to find solutions to complex problems.

Collin Selman

Project Engineer

Collin Selman has valuable experience in solid waste management and planning and enjoys working alongside clients of all types. He utilizes his technical knowledge and analytical skills to solve real-world problems and employs his big-picture perspective to help clients plan, design, and develop infrastructure to sustainably manage their solid waste. Collin has a regulatory background and is skilled in various types of design and data management systems related to solid waste and environmental engineering. He finds the most fulfilling aspect of his work to be seeing the physical product or structure come together.

Professional Licensure

PE: NC #053690

Related Experience

- Scale Improvements, Watauga County, NC
- Jonas Ridge Convenience Center and Park, Burke County, NC



Education

BS, Environmental Engineering,
Clemson University

Professional Association

AWWA

Years of Experience

5



Natalie brings new knowledge and perspectives to the firm and strives to be a valued member of multiple teams within McGill.

Natalie Croom

Project Engineer

Natalie Croom works with multiple teams across the firm, which allows her to learn everyday tasks of professional engineers in various disciplines. She is skilled in time management and thinking quickly, due to the ever-changing nature of projects. Natalie will utilize her experience with other similar projects and benefit the team with her fresh perspective for this initiative.

Professional Licensure

PE: NC #056648

Related Experience

- Sediment Basin Improvements, Watauga County, NC
- 2019 Remaining Capacity Study, Madison County, NC
- Julian Road Convenience Center, Rowan County, NC
- Construction and Demolition Landfill Lateral Expansion, Rutherford County, NC



Education

AAS, Surveying Technology, Wake
Technical Community College

AAS, Civil Engineering Technology,
Wake Technical Community College

Professional Association

NCSS

Years of Experience

28



Chad is an experienced surveyor who has received many accolades for his accuracy and skill.

Chad Howard, PLS

Surveying Services Practice Area Leader

Chad Howard has worked in the surveying field for over 28 years. During this time, he has managed over \$20 million worth of successful land surveying and subsurface utility engineering (SUE) projects. In his role, Chad has been responsible for project estimating, contract negotiation, billing, client relations, QA / QC, computing and adjusting boundary problems, and drafting and reviewing finalized plats. As a result of his hard work, he has received 13 awards from the North Carolina Society of Surveyors Annual Statewide Plat Contest produced by the National Society of Professional Surveyors (NSPS).

Professional Licensure

PLS: VA #0403002826, NC #L-4220, SC #24271;
Certified Floodplain Surveyor: NC #NC-072

Related Experience

- 2023 Capacity Analysis, Catawba County, NC
- Carson Convenience Center Upgrades, Marion County, NC



Education

BS, Biology, Florida State University

Specialization

Surveying

Years of Experience

5



As a Survey Party Chief, Daniel is responsible for conducting surveys for all service areas within the firm.

Daniel Vail

Survey Party Chief

Daniel Vail brings six years of experience to McGill's surveying team. He wanted to get into a career that required a variety of outdoor work and intellectual knowledge, and surveying was a good fit. He has worked on a wide variety of surveying projects, from Corps of Engineers jobs in the Everglades, to large conservation easement mountain boundaries, which led to him developing a multitude of skills that are applicable to many different scenarios. Daniel has found that being organized and methodical has proven the best way to ensure accuracy and efficiency in projects. McGill is responsible for developing and maintaining critical infrastructure that benefits many communities, and Daniel likes being a part of that effort.

Related Experience

- Danville Riverwalk Boardwalk Improvements, City of Danville, VA
- Solid Waste Permit Renewal, Swain County, NC
- 2022 Emergency Watershed Protection Project, Haywood County, NC



Education

BS, Environmental Science,
Appalachian State University

Specialization

Surveying

Years of Experience

Less than 1 year



Eric blends his knowledge of environmental science with field surveying.

Eric Hill

Survey Field Technician

Eric Hill is a survey field technician who is excited about projects that allow him to explore different areas and work outside. He utilizes his environmental science background each day in his surveying work. Eric believes what sets McGill apart is creating solutions for clients that help people live better lives and doing so through innovative solutions. Prior to McGill, his favorite project was completing a topographic survey of Mingus Mill in the Great Smoky Mountains National Park. Eric learns quickly and adapts to different situations, which is an added value to our team.

Related Experience

- Solid Waste Permit Renewal, Swain County, NC
- Carson Convenience Center Upgrades, Macon County, NC
- South Main Street Improvements, Town of Boiling Springs, NC
- Bobby N. Setzer State Fish Hatchery, North Carolina Wildlife Resources Commission, Transylvania County, NC
- Asheville Fire Station Surveying Services, City of Asheville, NC



Education

BS, Civil Engineering, NCSU

Professional Associations

- AWWA
- WEF

Years of Experience

20



RJ serves as McGill financial team leader, helping our clients prepare for future funding opportunities.

RJ Mozeley

Senior Project Manager

With 20 years of experience, RJ Mozeley is a dedicated and talented designer who has developed a strong knowledge of funding opportunities for public projects. He is a valued project manager, not only for his technical and strategic expertise, but also for his attention to detail in preparing funding applications, completing funding administrative tasks, and in the overall management of the firm's ongoing funding programs. His technical familiarity with our clients' utility needs are invaluable when the financial services team is working on an evaluation with financial considerations.

Professional Licensure

PE: NC #037937

Related Experience

- Abingdon Water Storage Tank, Washington County Service Authority, VA
- Water and Sewer Improvements, Pittsylvania County, VA
- EDA Grant Administration – 1 MG Elevated Water Tank, City of Mebane, NC



Education

BS, Engineering and Engineering Technology, Northern Illinois University

Certifications

- Public Water Supply Operator: IL Class A
- Wastewater Treatment Works Operator: IL: Class 1

Years of Experience

37



Dale will provide the County with accurate and actionable calculations for solid waste planning.

Dale Schepers

Financial Services Analyst

Dale Schepers has over 30 years of hands-on municipal experience and 24 years managing public infrastructure and services in 2 states, serving communities ranging in population from 3,300 to 78,000. He gained hands-on experience as a public works director. Dale has extensive experience with creating and managing budgets, capital planning, engineering design and construction administration, finance, asset management, rate analyses and rate-setting, customer service, operation and maintenance, contracted services, utility regionalization and long-term purchase agreements, intergovernmental agreements, labor contracts, multi-jurisdictional coordination, and regulatory compliance. His practical set of operational and administrative skills provide exceptional value to McGill's clients.

Related Experience

- Solid Waste Master Plan Update, Henderson County, NC
- 2022 Remaining Capacity Analysis, Macon County, NC
- System Development Fees, Cumberland County, NC



Education

BS, Civil Engineering Technology
and Construction Management,
NCSU

Professional Associations

- NCAFM
- SESWA

Years of Experience

9



Adam brings civil engineering experience to McGill's construction operations, resulting in a streamlined process for clients.

Adam Waldroup, EI

Construction Services Manager

Adam Waldroup has a strong skill set and background in civil and site design and permitting, and he has extensive experience with solid waste projects, stormwater system hydraulic design and analysis, no-rise certifications, LOMR and CLOMR applications, and erosion control. His design background allows him to quickly identify problems in construction and find the most efficient solution. Adam is an effective communicator, exhibits a high degree of professionalism, and has a strong work ethic, which allows him to successfully complete the most difficult projects.

Professional Licensure

EI: NC #A-29634

Related Experience

- Macon County Landfill Phase 3 Design, Macon County, NC
- Bethany Church Road Landfill Cap Improvements, Catawba County, NC
- Francis Farm Landfill ACM and CAP, Haywood County, NC



Education

Certificate, Construction
Management Technology,
Asheville-Buncombe Technical
Community College

Years of Experience

8



Greg will provide constructibility reviews, assistance with cost estimates, and construction observation in Phase 2.

Greg Harvey

Construction Field Representative

Greg Harvey has seven years of experience working in the underground utilities industry, laying pipe, testing pipe, grading out for concrete sidewalks and pads, and shooting grade for pipe and boxes. He regularly completes daily logs and equipment sheets. As construction field representative, Greg will assist with construction oversight and administration.

Related Experience

- Scale Improvements, Watauga County, NC
- Trailer Storage Area Improvements, Watauga County, NC
- Francis Farm Landfill ACM and CAP, Haywood County, NC
- Construction and Demolition Landfill Lateral Expansion, Rutherford County, NC
- Bethany Church Road Landfill Cap Improvements, Catawba County, NC

Sub-Consultant



Contact

Andrew (Andy) W. Alexander, PG
Consultant Hydrogeologist /
Project Director
andy.alexander@blecorp.com

Office Location

6004 Ponders Court
Greenville, SC 29615
864.288.1265
blecorp.com

Geotechnical Services

- Site exploration
- Soil and rock testing
- Shallow and deep foundation design
- Settlement evaluation of foundations and embankments
- Seismic evaluation
- Slope stability and seepage modeling
- Instrumentation and special testing
- Reinforced earth and mechanically-stabilized (MSE) wall design
- Construction engineering and inspection (CE/I)
- Construction quality assurance

Environmental Services

- Landfill gas monitoring and reporting
- Groundwater monitoring and reporting
- Hydrogeological engineering
- Environmental monitoring
- Environmental compliance
- Environmental corrective action

Bunnell Lammons Engineering (BLE)

Services for this Project: Environmental monitoring and geotechnical / hydrogeology services

BLE provides engineering and environmental solutions for projects in commercial, industrial, institutional, and infrastructure markets. Its services include environmental consulting and engineering, geotechnical engineering, construction engineering and inspections, and construction materials testing. BLE provides clients with the technical expertise required to successfully complete each project. Founded in 1996, the firm is headquartered in Greenville, South Carolina, and has offices in Columbia and Charleston, South Carolina, and Fletcher, North Carolina.

BLE is staffed and equipped to provide trained, experienced, and courteous inspectors and engineering technicians to perform all required testing. The firm also provides prompt engineering consultation, when requested, and has technicians certified by AWS, ACI, ASNT, ICC, SC LLR, and NICET.

Project Experience

Water Quality Compliance and Reporting

BLE manages the water quality monitoring and reporting programs for many solid waste facilities throughout the Southeast. Example facilities include:

- Buncombe County, NC (2 active, 1 closed)
- City of Albemarle, NC (2 active, 2 closed)
- Clay County, NC (1 closed)
- Haywood County, NC (1 closed)
- Macon County, NC (1 active, 3 closed)
- Cocke County, TN (1 active, 1 closed)



Education

Graduate Studies, Geology and Hydrogeology, Texas A&M University

BS, Geology, University of South Carolina

Specialization

Hydrogeology

Years of Experience

34



Andy and BLE have been a reliable partner for providing geotechnical and environmental services related to solid waste management.

Andy Alexander, PG

Consultant Hydrogeologist / Project Director

Andy Alexander currently serves as a consultant hydrogeologist specializing in solid waste facility siting, environmental assessments, remediation, and compliance. He has worked on projects involving landfill siting and expansions, ACM, and CAP projects. Andrew has also worked with soil and groundwater contaminated with petroleum hydrocarbons, chlorinated solvents, and metals; landfill gas; and landfill leachate.

Professional Licensure

PG: VA #2801002606 (plus eight other states); Registered Site Manager: NC

Related Experience

- Landfill Cap Borrow Study and CQA, Haywood County, NC
- ACM, Haywood County and Macon County, NC
- Site Hydrogeological Report, Macon County, NC
- Design Hydrogeological Report, Macon County, NC
- Landfill Gas Monitoring Plan, Macon County and Buncombe County, NC



Education

MS, Civil Engineering, Clemson University

BS, Civil Engineering, Clemson University

Specialization

Geotechnical engineering and CQA

Years of Experience

11



Larry will provide support for geotechnical evaluations for this project.

Larry Simonson, PE

Geotechnical Engineer

Larry Simonson's primary area of practice is geotechnical engineering and CQA services for Subtitle D MSW and C&D landfills. His technical responsibilities include geotechnical analyses for solid waste landfills, reinforced soil slopes, and landfill leachate tanks. Larry has experience with QA / QC of engineered earth fills. He is experienced in laboratory, Proctor and soil classification testing, and field monitoring and density and moisture testing. Examples of his field experience include testing structural fill and low permeability processing and compaction of clay soils. He has also monitored the installation of the leachate collection system and protective cover.

Professional Licensure

PE: VA #0402057600 (plus seven other states)

Related Experience

- Synthetic Closure Cap, Haywood County, NC
- CQA Monitoring, Multiple Private Landfills in NC



Education

MS, Environmental Engineering and Science, Clemson University

BS, Atmospheric Sciences, UNC Asheville

Specialization

Air quality and emissions

Years of Experience

22



Anna will provide support for all emissions-related projects and assist in preparing environmental plans.

Anna Franklin, PE

Air Permitting Engineer

Anna Franklin has over 20 years of regulatory and environmental consulting experience. She specializes in air quality permitting and compliance assistance for public-sector clients. Her primary expertise includes air construction permit applications, air dispersion modeling analyses, emission inventory preparation and reporting, and compliance assistance with state and federal air regulations. Anna also coordinates with clients to prepare environmental plans, including SPCC, SWPPP, Slug Control Plans (SCP), and Best Management Practices (BMP) plans.

Professional Licensure

PE: NC #046824 (plus 3 other states)

Related Experience

- Public Utility and Industrial Facility, City of Greenville, SC
- Concrete Batch Plants, Village of Indian Land, SC
- Industrial Facilities, City of Greenville, SC



Education

MS, Hydrogeology, Clemson University

BS, Environmental Studies, UNC Asheville

Professional Associations

- SWANA
- SME

Years of Experience

6



TJ will provide assistance with all hydrogeological evaluations related to groundwater, stormwater, and leachate monitoring.

TJ Daniel, PG

Project Hydrogeologist

TJ specializes in hydrogeologic evaluations for proposed and existing landfill and mine sites. His responsibilities include landfill location restriction evaluations, statistical analyses of groundwater data, classification of sedimentary and geologic samples, geologic exploration program design and oversight, aquifer characterization, and report preparation. TJ has been involved in exploratory geologic drilling for economic resources, karst terrain hazard assessments, and geologic inspections prior to construction.

Professional Licensure

PG: VA #2801002409 (plus 6 other states); HAZWOPER 40-Hour; MSHA Part 46 8-Hour

Related Experience

- Lateral Expansion Field Work (Environmental Monitoring and Landfill Gas Monitoring Plans) in Private Landfills in Multiple States (VA, NC, TN, GA, SC)
- Drilling Program, County Landfill, GA

Plans for Providing Proposed Services

Understanding

The key to any successful solid waste program is the development of a long-range solid waste feasibility study. The study is a complex process whereby various options for the handling of solid waste are evaluated by identifying the present and projected future waste handling needs of the County and then projecting the best available options for handling the solid waste.

The County is at a crossroads and would greatly benefit from a comprehensive review of its facilities and operations. This solid waste future planning study will provide the backbone for County management to make strategic decisions relative to the development and operation of its solid waste processing facilities.

Project Approach / Methodology

McGill’s proposed project methodology for the Appomattox County study includes the following steps:

- Incorporate maximum participation by the client
- Develop effective communication with the Commonwealth’s regulatory agencies
- Review all existing permits, plans, and operational procedures
- Evaluate current waste collection program
- Project population growth and future disposal requirements
- Evaluate current solid waste facilities
- Analyze options for handling solid waste in the future
- Prepare conceptual site plans and cost estimates
- Conduct a financial assessment
- Summarize findings and conclusions

Project Management

Our experience has led us to develop and embrace a standardized approach to project management. Your project manager stays in tune with every aspect of the project, as well as in touch with each person or team involved. McGill has standardized systems in place and tools to keep each aspect of the project on track.



Communication
Microsoft Teams unifies communication and collaboration among our staff.



Financial
Our highly trained managers use Deltek Vision software to track progress relative to scope and schedule.



Technical
McGill staff use cloud storage for all files, as well as the latest software programs for design.



Internal Expertise
Practice areas across the firm keep our projects running smoothly. We have in-house resources to address the majority of issues we may encounter during the life of a project.

Participation by the County

McGill's philosophy of service is based upon our desire to maintain a long-term and continuing association with Appomattox County. This approach to service delivery demands that there is effective and frequent communication with the client. Our commitment to client involvement is evidenced throughout our project methodology and ensures that Appomattox County will have a continuous and meaningful role in the development of all solid waste planning and management activities. The measures which are proposed to ensure maximum client participation include:

Project Management Group

Our approach suggests the establishment of a Project management group, which is composed of representatives from the County's management and solid waste department staff and our project team. This management group will function as a project coordination and communications vehicle to ensure that the process addresses the need to involve appropriate local, state, federal, and technical participants at appropriate times. This effective communication element also ensures that all aspects of the project are addressed in concert with the technical aspects of the program, County policies, budgetary considerations, regulatory compliance issues, environmental considerations, quality assurance, community involvement, and legal considerations. Particular emphasis will be placed on the participation of the County Administrator and the Solid Waste Department Maintenance Foreman. The perspective of these individuals is vital to the success of the program.



Client satisfaction is especially important to McGill. We work hard to ensure all of our clients' solid waste needs are met.

Initial Programmatic Input from the County

McGill's project approach calls for the solicitation of input from key management and operational personnel at the onset of the project; this ensures that long-term County goals and near-term programmatic objectives are specifically reflected in the technical, financial, procedural, and regulatory recommendations that are made for the project. This will be accomplished by:

- An initial coordination meeting among all the appropriate County personnel who are involved in the management of solid waste disposal in Appomattox County
- The development of a final project scope, which includes input from the County management and operational elements of the program
- Project plans and recommendations that are developed with continued input from the appropriate County representatives
- Timely input from Commonwealth regulatory personnel
- Monthly progress meetings

Monthly Progress Meetings

A series of monthly meetings to evaluate progress and review project findings and conclusions will be scheduled for the Project management group. The project manager and the County's lead representative to the group will decide when appropriate outside input is warranted at such meetings from state regulatory agencies, subconsultants, and others who might be asked to provide input in the process.

Routine Written Progress Reports

McGill will provide Appomattox County with periodic progress reports that reflect the outcome of management group meetings, monthly progress meetings and negotiations with the state, project status updates, and key project milestones. This reporting process will continue throughout the subsequent planning, design, and acceptance phases.

Effective Communication with the Commonwealth

The ultimate objective of any solid waste project is compliance with state solid waste regulations while operating the County solid waste program. McGill's project approach calls for the Commonwealth's regulatory agencies to be a meaningful element of the planning and design process for any project. Since the state must ultimately review and approve each of the output components of the process, the earlier the Commonwealth's regulatory personnel can be exposed to the project and are allowed to provide input, the lower the risk of regulatory obstacles late in the process.

Review Existing Permits, Plans, and Operational Procedures

McGill will collect and review the status of existing and pending permits and associated drawings for general compliance with the applicable state regulatory requirements. Particular emphasis will be focused on the municipal solid waste disposal facilities. In addition to the aforementioned major permits, we will review for general conformance, the status of operational permits, plans, and procedures required by the Commonwealth's regulatory requirements for the overall operation of a solid waste management facility. In general, this review will cover such items as: closure and post-closure plans, financial assurance documentation, stormwater pollution and prevention plans, erosion and sedimentation plans, etc.

Evaluation of the County's Current Waste Collection Program

McGill will evaluate the current solid waste collection program. We understand that the County currently contracts with waste management to provide curbside collection throughout the county. Our plan is to review the present Appomattox County residential waste collection practices and policies. Review collection options available for collection of residential waste throughout the County. Based on the review, we will provide recommendations for revisions and updates to the County's present residential waste collection practices and policies and present to the project management group.

Project Population Growth and Future Disposal Requirements

As a part of this solid waste future planning study, McGill will evaluate the present and projected future population trends for Appomattox County for the 20-year planning period. It is anticipated the population trends will be based on current Virginia Department of Planning and Budget Demographics in conjunction with data provided by the Appomattox County Planning and Zoning Department and the Joint Appomattox Planning Commission. Projected per capita waste disposal rates will be evaluated based on available local historical data, as well as state and federal data. Future projected municipal and construction / demolition waste disposal volumes will be evaluated for the planning period based on the projected populations and per capita disposal rates. In addition, the future projected disposal / processing needs for the existing services (i.e., scrap tires, bulk metals, white goods and brush) will be evaluated.

With landfill disposal capacity and associated costs at a premium, the need for waste stream reduction becomes increasingly important. In addition, local, state, and federal policies are being implemented that limit or restrict certain items and consumer products from being disposed of in waste disposal facilities. In order to handle and process these items, recycling becomes an increasingly important aspect of any Solid waste future planning study. McGill will evaluate the projected recycling needs of the County with respect to the recycling services already provided.

Evaluation of Current and Proposed Facilities

McGill will evaluate the location and operation of the existing solid waste facilities and service areas and the ability of these facilities to handle future County needs and requirements.



**Communication
is central to the
success of every
project.**

Evaluation of Options for Handling Future Solid Waste

Based on this evaluation, McGill will assess the options available to the County for future waste collection and disposal. One option to be evaluated is the establishment of a new Subtitle D Landfill. Establishment of a new landfill within the County would require very detailed studies, including a site selection study and a site suitability study in accordance with the requirements of the Solid Waste Section of the Virginia Department of Environmental Quality. Once the site is selected and approved through the site study process, a detailed design methodology will take place to complete the permitting process.

Conceptual Site Plans and Cost Estimates

In conjunction with the evaluation of the existing facilities and the new / upgraded facilities, McGill will prepare an overall conceptual site plan for the proposed program upgrades. The plan will be developed to show how the various facilities / services will interrelate with the current facilities. In conjunction with the conceptual site plan, a facility development timeline will be prepared based on the County's projected needs. McGill will prepare an Engineer's Opinion of Probable Cost for the various phases of development proposed as a part of the facility development timeline.

Financial Assessment

An integral component of McGill's solid waste planning methodology is the work elements that make up the long-term financial analysis for the program. This financial planning component is essential to understanding the implications of future regulatory compliance and capital investment issues related to the landfill and other aspects of Appomattox County's solid waste program. Further, it complements the County's capacity to evaluate programmatic and technical alternatives and it facilitates compliance with the financial assurance elements of the state and federal mandatory compliance programs. Our financial assessment is composed of four principal elements:

- Current solid waste program review
- Capital improvements plan (CIP)
- Capital projects financing strategy
- Financial analysis model

Current Solid Waste Program

McGill will review and update the financial status of the County's current solid waste program. The following key elements will be addressed:

- Review and update current program financial information
- Review current budget and past financial audits
- Review the collection of related user and user fee information
- Evaluate current debt status
- Review existing solid waste permits and plans

CIP

Based upon the recommendations presented in the earlier evaluations, McGill will prepare a CIP reflecting best estimates of the capital requirements referenced in aforementioned proposed facilities plan for a 10- to 15-year time period. The CIP should address the following key capital elements;

- Incorporate recommended capital improvements and schedule by year proposed to be installed, purchased, or constructed
- Recognize the phasing of improvements, as well as necessary sequencing related to pre-construction investments, such as surveying, design, and / or permitting costs
- Project future debt service requirements associated with the recommended capital improvement projects
- Review other recommended capital investments

Capital Projects Financing Strategy

McGill will evaluate the financial options for financing the proposed capital improvements recommended by the solid waste future planning study. The financing strategy should address the following key elements:

- Each capital improvement identified within the CIP would be accompanied by assumptions related to how the improvement would be financed
- Recommended capital improvements will be classified according to the method of financing, such as re-occurring capital outlay and debt by type and term
- Wherever debt is assumed, this work element will reflect annual debt service estimates, thereby formulating assumptions for interest rates and sources of funds

Financial Analysis Model

The financial analysis model will be prepared to become a financial tool and an integral component of the County's planning and budgeting process for its solid waste management program. The model should be updated annually to reflect changes in plans, regulatory requirements, and programmatic initiatives. McGill will prepare a financial analysis model to include the following key elements:

- Incorporate recommended scheduled capital improvements as outlined in the solid waste future planning study
- Address capital project financing assumptions and project future debt service requirements associated with each capital project
- Address maintenance and operating costs associated with the proposed capital improvement program as they relate to personnel requirements, power, material requirements, maintenance, and other associated costs
- Incorporate assumptions related to financial issues for new service and / or programmatic or environmental initiatives
- Project annual net income and estimate future revenues and expenditures required during any time period to maintain solvency in the fund
- Assess future revenue options for achieving and maintaining self-sufficiency in the solid waste management program
- Project necessary increases in user fees or other charges associated with existing and / or new services or programmatic initiatives

In summary, the financial analysis model should be used by the County to assist in forecasting:

- Operating revenues, by source
- Non-operating revenues
- Operating and maintenance expenditures
- New operating expenditures related to the CIP
- Non-operating expenses, including:
 - Capital outlay associated with the CIP
 - Debt service associated with the CIP
 - Contributions to reserves
 - Other expenses such as those related to financial assurance

Findings and Conclusions

Throughout the planning process, McGill will periodically meet with the project management group to present and discuss the preliminary evaluations and conceptual plans associated with the solid waste future planning study for the County's solid waste program. Periodic meetings will also be held with the group relative to updating the solid waste capital improvements plan and the updating of the County's financial analysis model.

Once the preliminary evaluations, conceptual plans and cost estimates have been reviewed by the project management group, a draft solid waste future planning study will be prepared summarizing the agreed upon findings. The draft plan will be presented to the Appomattox County Administrator and Board of Supervisors for review. Comments received prior to or during the presentation will be considered by McGill for inclusion in the final report. Once all comments have been evaluated, a final copy of the solid waste future planning study for Appomattox County will be prepared and presented to the County for its use in implementing the proposed recommendations.

McGill's leadership
provides the technical
skills and oversight
necessary to best
serve the needs of
your community.



References

Client References

Catawba County

**Jack Chandler, Assistant Director
of Utilities and Engineering**

25 Government Drive
Newton, NC 28658
jackc@catawbacountync.gov
828.465.8940

Macon County

Chris Stahl, Director of Solid Waste Management

109 Sierra Drive
Franklin, NC 28734
cstahl@maconnc.org
828.349.2100

Haywood County

**David Francis, Program Administrator
for Economic Development**

215 North Main Street
Waynesville, NC 28786
david.francis@haywoodcountync.gov
828.356.2602

Henderson County

Greg Wiggins, Solid Waste Director

191 Transfer Station Drive
Hendersonville, NC 28791
gwiggins@hendersoncountync.org
828.697.4505

Communication

Client Communication

We tailor our communication plan to the project and client's preference. At project initiation, McGill will establish the point of contact, preferred form of communication, and frequency of updates for the client. We adapt to meet our clients' needs and have the capability to communicate in multiple methods.





Required Forms

- A Vendor Profile and References
- B Offeror Certification Statement
- C State Corporation Commission Form
- D Insurance Checklist
- E Non-Collusion Statement
- F Acknowledgment of Addenda
- G Subcontractor Form
- H General Terms and Conditions

FORM A -- VENDOR PROFILE & REFERENCES

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in a determination that your bid/proposal/quote is not acceptable.

1. Bidder's Primary Contact:
Name: Wes Fleming Phone: 540.755.0820
Email: wes.fleming@mcgillassociates.com
2. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: 40 Years
3. SCC # F158790-8
4. Have you or any representative within your organization ever been debarred from submitting bids or proposals on contracts by Appomattox County? No
5. Have you or any representative within your organization ever been debarred from submitting bids or proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? No
6. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services:

A. Company: Catawba County

Contact: Jack Chandler, Assistant Director of Utilities and Engineering
Phone: 828.465.8940 Email: jackc@catawbacountync.gov
Project: Many over 25 years; current: convenience center, annual reporting
Dates of Service: 1999 – Present \$Value: 30-40 million

B. Company: Macon County

Contact: Chris Stahl, Director of Solid Waste Management
Phone: 828.349.2100 Email: cstahl@maconnnc.org
Project: Many over 27 years; current: landfill expansion, annual reporting
Dates of Service: 1997 – Present \$Value: 20-30 million

C. Company: Haywood County

Contact: David Francis, Program Administrator for Economic Development
Phone: 828.356.2602 Email: david.francis@haywoodcountync.gov
Project: Many over 32 years; current: landfill cap / bike park, MRF study
Dates of Service: 1992 – Present \$Value: 15-20 million

7. Qualification: By signing below, vendor certifies that the above information is true and accurate to his/her knowledge and that his/her company has the capability and capacity to satisfy all the contractual requirements.



7/30/2024

Signature

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM B -- OFFEROR CERTIFICATION STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this procurement and hereby submits this bid, proposal or quote pursuant to the instructions found within.

Wes Fleming

Printed Name of Authorized Person Submitting Bid/Proposal/Quote

Roanoke Office Manager

Printed Title of Authorized Person Submitting Bid/Proposal/Quote


Signature of Authorized Person Submitting Bid/Proposal/Quote

7/30/2024

Date

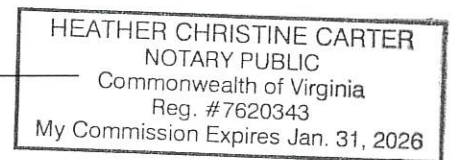
SUBSCRIBED AND SWORN TO before me

by the above named Wes Fleming

on the 30th day of July, 20 24


(Notary Signature)

Notary Public in and for the State of Virginia



My commission expires: Jan 31, 2026

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM C -- STATE CORPORATION COMMISSION (SCC) FORM

The Bidder/Offeror/Contractor:

X is a corporation or other business entity with the following SCC identification number:

F158790-8

OR

 is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

OR

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

OR

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

OR

 has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact businesses in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (Appomattox County reserves the right to determine in its sole discretion whether to allow such waiver)

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM D -- INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Contractor
X	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	"Appomattox County Board of Supervisors 153-A Morton Lane, P.O. Box 863 Appomattox, VA 24522" named as an additional insured on and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
X	30-day written cancellation notice required, 15-day cancellation notice required for non-payment to Appomattox, owner- Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Wes Fleming, Roanoke Office Manager

Name & Title



Signature

7/30/2024

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM E -- NON-COLLUSION STATEMENT

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said bid, proposal or quote are true.

By signing this quote the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Appomattox County or the Commonwealth of Virginia. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

Wes Fleming, Roanoke Office Manager

Name & Title



Signature

7/30/2024

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM F -- ACKNOWLEDGEMENT OF ADDENDA

The Bidder/Offeror/Contractor acknowledges that (number) 1 addenda were issued to the original procurement.

The dates of the addenda are listed below. ***If no addenda where issued, please leave blank but sign and date at the bottom.***

Addenda #1: (Date) 7/25/2024

Addenda #2: (Date) _____

Addenda #3: (Date) _____

Addenda #4: (Date) _____

Addenda #5: (Date) _____

Wes Fleming

Print Name of Authorized Person Submitting Proposal

Roanoke Office Manager

Print Title of Authorized Person Submitting Proposal



Signature of Authorized Person Submitting Proposal

7/30/2024

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM G -- SUBCONTRACTOR FORM

Do you plan on using subcontractors to perform the work required of this contract? Circle **Yes** or **No**

If yes, please list each subcontractor below. Use additional sheets as necessary.

Company Name: Bunnell Lammons Engineering (BLE)
Address: 6004 Ponders Court, Greenville, SC 29615
VA Contractor #: 0407004689 Expiration Date: 12/31/2025
Contact Person: Andy Alexander Contact Phone: 864.288.1265
Contact Email: andy.alexander@blecorp.com

Company Name: _____
Address: _____
VA Contractor #: _____ Expiration Date: _____
Contact Person: _____ Contact Phone: _____
Contact Email: _____

Company Name: _____
Address: _____
VA Contractor #: _____ Expiration Date: _____
Contact Person: _____ Contact Phone: _____
Contact Email: _____

Company Name: _____
Address: _____
VA Contractor #: _____ Expiration Date: _____
Contact Person: _____ Contact Phone: _____
Contact Email: _____

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL OR BID PACKAGE

FORM H – GENERAL TERMS & CONDITIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Appomattox County Purchasing Agent unless otherwise specified. The Appomattox County Purchasing Agent is responsible for the purchasing activity of Appomattox County. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contracts for Appomattox County, a political subdivision of the Commonwealth of Virginia. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals/quotes: failure to do so will be at the Bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error. Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals/quotes on all solicitations issued by the Purchasing Agent will bind Bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. The contract is subject to appropriations by the County.

1. **AUTHORITY:** According to the Procurement Procedures Manual, the Appomattox County purchasing system shall operate under the direction of the Purchasing Agent. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.

The Purchasing Agent responsible for this solicitation is John K. Spencer, Jr., Appomattox County Purchasing Agent.
Email: john.spencer@appomattoxcountyva.gov

2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals/quotes.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** - If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Purchasing Agent whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Office. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of bids/quotes/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal/quote on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal/quote. Unauthorized modification of, or additions to, any portion of the Invitation to Bid, Request for Proposal, or Request for Quote may be cause for rejection of the bid/proposal/quote. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid/proposal/quote which has been modified.
5. **LATE BIDS, PROPOSALS OR QUOTES & MODIFICATION OF BIDS, PROPOSALS OR QUOTES:** Any bid/proposal/quote/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/quote/modification is considered a late bid/proposal/quote/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal/quote/modification reaches the Purchasing Office by the designated date and hour.
 - a. Understanding that most cell phones clocks are within 15 seconds of one another, the official timepiece for the receipt of bids/proposals/quotes is the clock on the Purchasing Agent's phone.

- b. Late bids/proposals/quotes/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather, scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **IDENTIFICATION OF PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, for this information to be protected from disclosure, the Offeror must specifically invoke the protections of Sec. 2.2-4342, Code of Virginia, 1950, as amended, or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information and must state the reasons why protection is necessary.

- a. Any Offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.
- b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Appomattox County's ultimate award of the contract.
- c. The County reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.
- d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.

7. **WITHDRAWAL OF BIDS, PROPOSALS OR QUOTES:**

- a. Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal/quote under the following circumstances:
 - 1. Bids/proposals/quotes may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals/quotes but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
- c. No bid/proposal/quote may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/proposal/quote of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror who, is permitted to withdraw a bid/proposal/quote shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

8. **ERRORS IN BIDS, PROPOSALS OR QUOTES:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals/quotes must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of a bid or proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

9. **IDENTIFICATION OF BID, PROPOSAL OR QUOTE IN ENVELOPE:** The signed bid, proposal response or quote and any requested copies should be returned in an envelope or package, sealed and identified with the following information:

**Appomattox County Purchasing Office
Attn: John Spencer
153A Morton Lane, #863
Appomattox, VA 24522**

**Solicitation Number in lower left corner
Project Name or Title in lower left corner
Bid/proposal/quote due date and time in lower left corner**

If a bid/proposal/quote is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal/quotes to be disqualified. No other correspondence or other proposals should be placed in the envelope. Bids/proposals/quotes may be delivered by hand, by US Mail or by a common carrier. No faxes, emails or other electronic submissions will be accepted unless specified in the original procurement.

10. **ACCEPTANCE OF BIDS, PROPOSALS OR QUOTES:** Unless otherwise specified, all formal bids/proposals/quotes submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
11. **CONDITIONAL BIDS OR QUOTES:** Conditional bids or quotes are subject to rejection in whole or in part.
12. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on www.Appomattoxcountyva.gov and www.eva.virginia.gov for a minimum of 10 days from award date.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid or quote is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid or quote directly for the work, materials or supplies.
15. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
16. **DEBARMENT STATUS:** By submitting their bids or proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by Appomattox County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Appomattox County or any agency, public entity, locality or authority of the Commonwealth of Virginia.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals/quotes, all Bidders/Offerors certify that their bids/proposals/quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or

subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Purchasing Agent, after the date and time established for receipt of bids or proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Purchasing Agent, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid or proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
21. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- a. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

23. **AWARD OR REJECTION OF BIDS, PROPOSAL OR QUOTES:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB or RFQ, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals/quotes and to waive any informality in bids/proposals/quotes received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Purchasing Agent will publicly post such notice on the bulletin board located at, 153-A Morton Lane, Appomattox, Virginia. Award results may be viewed at the Appomattox County Website at www.Appomattoxcountyva.gov.

25. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid or quote from the lowest responsible bidder shall be accepted as submitted, except that if the bid or quote from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds.
27. **TIE BIDS:** In the case of a tie bid or quote, the Owner may give preference to goods, services and construction produced in Appomattox County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Appomattox County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids and quotes, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
31. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Appomattox County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
32. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the department responsible for initiating the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number, and must have department head approval.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
- d. If agreed to by the County in advance, the Contractor may issue incremental invoices at major completion points in the project.

33. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

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

Individual contractors shall provide their social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers.

34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
35. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to and other remedies which the Owner may have.
36. **ANTI-DISCRIMINATION:** By submitting their bids/proposals/quotes, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the provisions in A and B below shall apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - 1. 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.

2. 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.
 3. 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.
- b. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

37. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors as applicable.

38. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own

expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

39. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to:

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

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: If the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled as of the first day of that subsequent fiscal year.

41. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, 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 Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of that section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

42. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing and payment. Appomattox Owner acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

- a. It is the awarded vendor’s responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- b. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- c. Appomattox Owner shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

43. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

44. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 USC, Article 1263.

45. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such data sheet may be cause for declaring the bid as non-responsive.

46. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent. If the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agent

the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

47. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs associated with the work.
 - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
 - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
 - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and Conditions.
48. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

DELIVERY PROVISION

49. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 4:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
50. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

51. **INSPECTIONS:** The Owner reserves the right to conduct any test and/or inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
52. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by Purchasing when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
53. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
54. **REPLACEMENT:** Materials or components that have been rejected by Purchasing, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
55. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number,
 - b. Name of Article and Stock Number,
 - c. Quantity Ordered,
 - d. Quantity Shipped,
 - e. Quantity Back Ordered,
 - f. The Name of the Contractor.
 - i. Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

56. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by Appomattox Owner, shall submit such protest in writing to the Owner Administrator (if the award or decision to award was made by Appomattox County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The Owner Administration shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
57. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Owner Administrator (if the claim is against Appomattox County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the Board of Supervisors (if the claim is against Appomattox County Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Supervisor's (whichever is applicable) decision on the claim

unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

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PLEASE RETURN THIS ENTIRE FORM WITH YOUR PROPOSAL OR BID PACKAGE



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