

# **SOLID WASTE AUTHORITY**

## **BOARD PACKET**

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# CARROLL-GRAYSON-GALAX SOLID WASTE AUTHORITY AGENDA SWA BUSINESS OFFICE HILLSVILLE, VA January 25, 2019 12:00 NOON

1.	Call to order	
2.	Election of Officers Appointment of Secretary / Treasurer	
3.	Consent Agenda	
	A. Approval of Minutes	Pg. 1-2
	B. Approval of Expenditures	Pg. 3-5
	C. Approval of Merchant Statement, Investments, & Cash Balance Report	Pg. 6-11
	D. Approval of Budget Report & Ledger	Pg. 12-13
	E. Materials Report	Pg. 14-23
4.	Engineering Report	Pg. 24
5.	Landfill Manager's Report	Pg. 25
6.	Old Business a. Financial Evaluation (Presented by Draper Aden)	Pg. 26-35
7.	New Business  Budget Then	
8.	Adjourn	

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# CARROLL-GRAYSON-GALAX SOLID WASTE AUTHORITY MEETING MINUTES OCTOBER 24, 2018 SWA BUSINESS OFFICE HILLSVILLE, VA 12:00 NOON

MEMBERS PRESENT:

C.M. Mitchell, Keith Barker, Willie Greene, Steve Truitt,

Mitch Smith, and Sam Dickson

OTHERS PRESENT:

Allen Lawson, Landfill Manager; Kimberly Bunn, Secretary,

Don Marickovich and Carrie Blankenship, Draper Aden

**MEMBERS ABSENT:** 

William Shepley, Brenda Sutherland, and Bob Martin

**CALL TO ORDER:** 

Mr. Mitchell called the meeting to order.

#### **APPROVAL OF CONSENT AGENDA:**

Upon motion by Mr. Barker, seconded by Mr. Smith, and duly carried, the Authority approved the Consent Agenda as presented. Mr. Truitt, Mr. Greene, and Mr. Dickson abstained.

#### **ENGINEERING REPORT:**

- Ms. Blankenship stated that the groundwater was going well with both permits. The main topic she wanted to address was the closed permit 503. The landfill has two background wells, one being outside the business office, which was installed in 1996 and has exceeded its lifespan. The last couple of years it has had high turbidity and a lot of sediment. DEQ has made several comments about the well and Draper Aden has tried to re-develop it, but it continues to be very turbid. Ms. Blankenship stated that the well would have to be replaced before March of 2019. Mr. Lawson and Ms. Blankenship have been working together to get quotes from local drillers and the total cost between the driller and engineering fees would cost between \$7000-\$8000. Mr. Truitt inquired what was included in the cost. Ms. Blankenship stated that the cost includes the drilling and having a geologist present for inspection of the installation and reporting to the DEQ. The cost of replacing the well was not budgeted in FY19 but Draper Aden will try to cover the cost in another line item.
- Mr. Marickovich stated that he would like to report on cell II construction. The bottom liner and stone are laid. They are dressing up the site and waiting on the tarp. Mr. Marickovich stated that 3/4 of the cell will be tarped to begin with leaving 1/4 for use. As time goes on the tarp will be rolled down. The substantial completion was originally set for October 20, 2018. At the last progress meeting, it was decided to add 13 days to that date for all the rain that has occurred. That would move the substantial completion date to November 2, 2018. There will be one change order at the end of the job for the extension of time and item adjustments. The certificate to operate from the DEQ cannot be completed until the financial assurance is submitted by the individual localities to the central office of DEQ. That must be approved for them to approve the certificate to operate. Mr. Marickovich handed the financial assurance submittal letter out to the individual localities. Mr. Lawson encouraged each locality to talk to their auditors about getting the numbers in as soon as possible so as not to hold up moving into the new cell. Mr. Barker suggested emailir g the form to Robinson, Farmer, Cox and Associates to see if they can expedite that part of the audit and that Mr. Lawson speak to Corbin Stone about the possibility of using draft audit figures if the final audit is not completed.

#### **OLD BUSINESS:**

a. Financial Evaluation (Presented by Draper Aden)

#### **SWA Meeting Minutes** October 24, 2018 Page 2

Mr. Marickovich handed out a copy of the financial evaluation in larger print to make it easier to read. It is the same memo that was handed out last month with no changes being made. Mr. Marickovich stated that table 1A is the current situation. The light blue line on the bottom of the tables shows the remaining fund balance. Table 1B is the same table with the closure and post closure funds backed down. Table 1C has the increase in tipping fees added in. Mr. Barker stated that the financial evaluation would have to be re-evaluated every few years as conditions change. Mr. Barker stated that since there was not going to be a meeting in November and December that a decision would need to be made before the next budget year so planning can begin. Mr. Smith inquired if a \$5 tipping fee increase is the number to go with. Mr. Barker stated that he had looked at several of the Draper Aden models with different numbers but without the \$5 increase the numbers do not change significantly. For budgeting purposes the individual localities will plan on a \$5 tipping fee increase starting on July 1, 2019.

Upon motion by Mr. Dickson, seconded by Mr. Barker, and duly carried, the Authority will revisit the financial evaluation and tipping fee increase at the January 2019 meeting.

#### **NEW BUSINESS:**

#### LANDFILL MANAGER'S REPORT:

#### **HHW Event**

Mr. Lawson stated that the HHW event went well. We collected 3200 lbs of shredded paper and \$13,000 of household hazardous waste. The date for the spring event at Galax and Grayson has been scheduled for April 6, 2019. Mr. Lawson stated that he had emailed both public works departments to confirm the date but had not heard from either.

#### 2019 Holiday Schedule

Mr. Lawson stated that the 2019 Holiday Schedule is attached for approval.

Upon motion by Mr. Truitt, seconded by Mr. Smith, and duly carried, the Authority approved the 2019 Holiday Schedule as presented.

#### **Equipment Update**

Mr. Lawson stated the final drive had a seal to go out on the newest loader and will be a \$6000 - \$7000 repair. Mr. Lawson stated that during the last rain storm, the landfill pumped 875,000 gallons of leachate out and the storm before that had 400,000 gallons pumped out.

#### **ADJOURN:**

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Upon motion by Mr. Greene, seconded by Mr. Dickson, the meeting was adjourned be on January 25, 2019.	i. The next m
C.M. Mitchell, Chairman	
Kimberly Bunn, Secretary	

# CARROLL-GRAYSON-GALAX SOLID WASTE AUTHORITY

### REQUEST FOR PROPOSALS

# LANDFILL ENGINEERING AND ENVIRONMENTAL SOLID WASTE MANAGEMENT SERVICES

RFP #CGGSWA-xx Deadline for Submission: 10:00 a.m.

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Updated 12/4/18

#### I. OVERVIEW AND PURPOSE OF THE PROJECT

The Carroll-Grayson-Galax Solid Waste Authority (CGG-SWA) is seeking a qualified environmental engineering firm to provide landfill permitting/engineering, environmental compliance/monitoring, surveying, and construction document preparation/bidding/construction phase services related to the Authority's regional landfill facilities, as well as other planning, financial, engineering or environmental services associated with landfill operations, future management options, alternative waste handling programs and related activities. The term of the contract will be 3 years with the opportunity for two (2) one-year renewals at the discretion of the CGG-SWA.

The CGG-SWA's regional solid waste facility is located on 268 acres at 162 Landfill Road, Hillsville, VA 24343, near Interstate 77 and State Route 58. The original landfill (Permit 508) was permitted in 1987 and began accepting waste in 1991. The facility received its last waste in November, 2012. Construction of the final cap of this facility was initiated in 2013 and was completed in 2014. DEQ approved closure on August 12, 2014. This facility has now entered into a thirty-year post closure care period.

The Authority transferred permanent operations into Cell 1 of the Permit 605 facility located to the west of the Permit 508 facility in 2013. This facility was permitted in 2007. The first cell was constructed in 2009 and the second cell was recently constructed in 2018. Cell 2 has an anticipated life of three years. A permit amendment was approved by the Virginia Department of Environmental Quality on June 9, 2016 to incorporate alternate liner and cap systems. Recently another permit amendment was undertaken for reconfiguration of the landfill cells. This permit amendment is undergoing preparation at this time and will be submitted to VDEQ in early 2019.

The CGG-SWA landfills (Permit 508 and 605) currently operate under a Detection Groundwater Monitoring Program in accordance with Virginia Solid Waste Management Regulations (VSWMR). The monitoring network for Permit 508 is sampled on a semi-annual basis and consists of (seven) 7 groundwater wells and two (2) surface water sampling locations. The monitoring network for Permit 605 consists of four (4) groundwater wells. Additional monitoring wells will be installed and added to the monitoring network as future cells are constructed. In addition, a voluntary residential sampling program is ongoing for two adjacent properties for Permit 605.

The landfill gas monitoring program consists of (nine) 9 boundary probes and four (4) structures which are monitored for landfill gas on a quarterly basis. A small gas exaction system has been installed and is operating on the southern edge of Phase I of Permit 508. This system was installed for migration along the southern property line and consists of 8 well heads (mounted on a combination of gas wells and leachate cleanouts), underground HDPE piping, an underground condensate sump and a regenerative blower. The system operates continuously.

The CGG-SWA currently holds a Title V air permit for the solid waste facility and recently completed the second Tier 2 test in 2018. The facility annually reports its GHG emissions in accordance with Federal Environmental Protection Agency (EPA) rule (40 CFR Part 98) and its Title V emissions in accordance with 9 VAC 5-80.

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Other environmental programs ongoing at the sites include storm water and leachate management.

#### II. SCOPE OF SERVICES

The Carroll-Grayson-Galax Solid Waste Authority is requesting proposals from qualified firms to perform professional engineering and environmental services as hereinafter stated. Services include those normally associated with solid waste management facilities including design of improvements, permitting, compliance testing and reporting, environmental monitoring and testing, and miscellaneous activities associated with operation of solid waste management facilities. Specific tasks include but are not limited to the following activities:

#### 1. Planning and financial assistance (Planning phase services) including:

- Evaluation of life of facility through periodic aerial surveys.
- Tipping fee analyses
- Financial assurance submittals and provision of information to auditors
- Consideration of alternative disposal operations or site development sequencing
- Assistance with budget preparation
- Preparation of permit amendments that may be required for facilities from time to time

## 2. Design and construction document phase services for landfill construction activities including:

- Provide construction and contract documents including bid form, notice to bidders, instructions to bidders, advertisement, bid proposal, contract forms, bonding and insurance requirements, and technical specifications and drawings.
- Prepare opinion of probable construction costs
- Prepare land disturbance permit submittals and appropriate storm water permits
- Prepare Form 7 air permit submittals as appropriate
- Prepare and submit documents for regulatory review
- Assist the CGG-SWA in obtaining approvals and permits as necessary to comply with applicable federal, state, and local regulations
- Provide environmental site assessment, wetland determinations, borrow soil evaluations etc. as appropriate or required for design of each project.
- Surveying needed in support of design

#### 3. Bidding phase services for landfill construction activities including:

- Provide assistance to the CGG-SWA to obtain bids for the construction project.
- Assist with advertising project
- Issue documents to potential bidders
- Attend pre-bid meeting and issue all follow up addenda
- Attend bid opening
- Evaluate bids and recommend award.

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#### 4. Construction phase services for landfill construction activities including:

- Issuance of contract documents (e.g. Notice to Proceed, Agreement) to contractor
- Schedule and attend pre-construction meeting
- Surveying services in support of the construction quality assurance program
- Geotechnical testing and observation services in support of the construction quality assurance program
- Engineering oversight and assistance
- Review and approve shop drawings and samples.
- Attend progress meetings and prepare minutes
- Review and process partial payment requests
- Evaluate Requests for Information, Work Change Directives and Change Orders that may be required for project.
- Prepare certification documents for regulatory submittals
- Prepare final as-builts, plats or other surveying instruments required by construction activities and final submittals to regulatory agencies.

#### 5. Environmental services including but not limited to the following:

- Groundwater monitoring
  - o Coordinate and complete all sampling in accordance with approved groundwater monitoring plans
  - Provide in-house or subcontracted laboratory services for associated monitoring; ensure laboratory analytical services are in accordance with applicable DEQ and USEPA protocols
  - Ensure that the laboratories providing analytical services have the appropriate accreditation for the analytical methods and analytes
  - Validate analytical data and perform statistical evaluations
  - Prepare reports for the CGG-SWA and regulatory agencies
  - Construction and development of new wells as may be required including surveying and submittal preparation for DEQ
  - Continue residential monitoring program
  - o Respond to DEQ comments on behalf of CGG-SWA
  - o Perform alternate source demonstrations;
  - o Other interface with DEQ relative to compliance or permit amendments
- Landfill gas and air permitting support services
  - o Title V air permitting
    - Submittal of semi-annual monitoring reporting forms.
    - Annual certification submittal.
    - Annual emissions submittal.
    - Record keeping.
  - Landfill gas monitoring
    - Routine quarterly perimeter monitoring in accordance with approved gas management plan for Permit 508 and 605 landfills.
    - Monitoring, adjustment and maintenance of active gas system.
    - Engineering services in support of permit compliance including remediation activities if needed.

- Other activities directly associated with air permitting or landfill gas management as may be needed from time to time.
- o Other air permitting activities
  - Engineering services in support of Title V air permitting requirements
  - Title V air permit renewal every five years.
  - Tier 2 testing every five years.
  - GHG annual emissions reporting
- Engineering and Design services
  - Evaluation of alternative gas collection systems and beneficial uses for landfill gas
  - Design of collection and treatment systems
  - Bidding and construction phase services
- Storm water monitoring
  - o Monitor storm water outfalls semiannually including DMR submission, reporting:
  - o Annual comprehensive site compliance evaluation.
  - Renewal of VPDES permit for storm water monitoring.
  - o Prepare/update storm water pollution prevention plan (SWPPP) as necessary.
- Ecological Technical Services
  - o Provide ecological technical services (i.e. wetland delineations, permitting and compliance monitoring) for borrow-area expansion, potential conservation buffer relocation and on-call compliance evaluations.

#### 6. Other services as requested, to include but not be limited to:

- Studies and/or reports for CGG-SWA use or submittal to regulatory agencies.
- Evaluate and assess current and future regulatory and legislative requirements.
- Regulatory representation.
- As-built plans.
- Operational survey stakeouts
- Soil evaluations depth, quantity, classifications, chemistry
- Borrow area design and erosion and sediment control design and permitting
- Assistance with collections, recycling or other waste handling programs

#### III. PROPOSAL CONTENT & FORMAT

Proposals shall be prepared concisely and contain the following:

- 1. Overview of firm including operating history and location of office to perform the work.
- 2. Team organizational chart and resumes of key personnel and their assigned activities specific to the project.
- 3. Experience with solid waste facility design, permitting and construction quality assurance testing related to landfill closure.

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- 4. Experience with the environmental monitoring of solid waste facilities, particularly as it relates to groundwater, surface water, stormwater, landfill gas and other attributes of solid waste management facilities.
- 5. Understanding of project and how your firm will perform the scope of work.
- 6. At least four (4) client references for which your firm has provided recent similar services.

#### IV. SELECTION PROCEDURE

The General Contract Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered:

The CGG-SWA will establish a Proposal Analysis Group that will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

- 1. Responsiveness of the firm and the likelihood that it will be able to achieve the desired results in a cost-effective manner.
- 2. Location of the office responsible for management of the project.
- 3. Ability to perform all or majority of basic services in-house.
- 4. Knowledge of Virginia Department of Environmental Quality Solid Waste Management regulations.

Once each member of the Proposal Analysis Group has read and rated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Group may conduct interviews and may choose to have discussions with the top ranked firms. Once these interviews and discussions are completed (if needed), the Proposal Analysis Group will finalize the rankings.

Should the Authority determine in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Otherwise, in either case, final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the CGG-SWA cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will be conducted with the next ranked firm, and so on. The Proposal Analysis Group will conduct all subsequent negotiations and will make a recommendation to the Board of Directors for their consideration of an award of contract.

#### V. GENERAL TERMS AND CONDITIONS

#### A. Response to Proposals

Forward five (5) copies of your response to this RFP, with all supporting information you wish to be considered, no later than 10:00 AM on to:

### Carroll Grayson Galax Solid Waste Authority Attn: Allen Lawson, Superintendent of Landfill Operations

P.O. Box 1837 162 Landfill Road Hillsville, VA 24343

#### B. Issuing Office:

Carroll Grayson Galax Solid Waste Authority P.O. Box 1837 162 Landfill Road Hillsville, VA 24343

#### C. Inquiries:

Questions concerning proposal procedures, landfill operations, or the scope of work in this RFP should be addressed to Mr. Allen Lawson, Landfill Manager at 276-728-4907 (office) or allen.lawson@carrollcountyva.gov.

#### D. Issuing Date:

#### E. Closing Date/Time:

In order for all proposals to be fairly considered five (5) sealed proposals should be sent to the Issuing Office, clearly marked "Solid Waste Services" with the RFP number no later than 10:00 AM. local prevailing time on Friday,

\_\_\_\_\_\_\_\_. Without exception, proposals delivered after this date and time will not be accepted.

All submitted proposals will be available for public inspection once a selection has been made: therefore, confidential information should not be submitted.

#### F. Understanding of Requirements:

It is the responsibility of each organization submitting a proposal to inquire about and to clarify any requirement of the RFP which is not understood. Proposers must submit inquiries concerning submittal procedures or specifications concerning this RFP in writing or via FAX. The CGG-SWA will issue written responses via FAX and post these responses on the CGG-SWA's website in the same location as the RFP; it is the responsibility of Proposers to check the website for any updates related to this RFP. Only written responses to inquiries concerning procedures or

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Updated 12/4/18 specifications will be considered valid by the CGG-SWA. Non-written questions from Proposers and verbal responses by the CGG-SWA should be limited to simple clarifications and will not be considered valid as part of the process.

#### G. Incurring Cost:

The CGG-SWA is not liable for any cost incurred by any Proposer interested in submitting a RFP, or any selected Proposer, prior to the execution of a contract.

#### H. Modification and Withdrawal of Proposals:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals. Proposers may only withdraw proposals that were substantially lower than other proposals because of clerical error as defined in Section 2.2-4330 of the Virginia Code of 1950, as amended. Any Proposer withdrawing a proposal shall give notice in writing of the right to withdraw proposal within two (2) business days after the conclusion of the proposal opening procedure.

#### J. Termination of Contract:

Should the Proposer fail to perform the work according to accepted methods, the CGG-SWA has the right to terminate the contract with a 30-day notice. In the event of termination pursuant to this paragraph, the Proposer shall be paid for all services provided through the date of termination less any fines, remedial costs or other fees that may be withheld.

#### K. Carroll-Grayson-Galax Solid Waste Authority's Rights:

The CGG Solid Waste Authority reserves the right to reject any and all proposals, or to contact any submitting Proposer or reference prior to award for explanations or clarification. The CGG-SWA reserves the right to waive any formalities and to award to the most responsive and responsible Proposer.

#### L. Non-Discrimination:

The Carroll-Grayson-Galax Solid Waste Authority does not discriminate against faith-based organizations.

#### M. Employment Discrimination by Proposer Prohibited:

During the performance of this contract, the Proposer agrees as follows:

- 1. The Proposer 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 Proposer. The Proposer agrees to post in conspicuous places, availability to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2. The Proposer, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, will state that such Proposer is an equal opportunity

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- 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.
- 4. The Proposer will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### N. Drug-free Workplace to be Maintained by Proposer:

During the performance of this contract, the Proposer agrees to (I) provide a drug-free workplace for the Proposer'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 Proposer'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 Proposer that the Proposer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each 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 Proposer 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.

#### P. Ethics in Public Contracting:

This RFP incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Proposer certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

#### Q. Immigration Reform and Control Act of 1986:

The Proposer certifies that it does not, and will not during the performance of any contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### R. Proposal Binding:

The contents, in their entirety, of the proposal submitted by the accepted firm shall become an attachment to and part of the agreement between the firm and the Issuing

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Office.

#### S. Applicable Law:

This RFP and any subsequent contract and the work performed thereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for CGG-SWA, Virginia or as otherwise required by law. The Proposer shall comply with applicable federal, state, and local laws and regulations.

#### T. Assignment:

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the CGG-SWA and City.

#### U. Insurance:

The successful Proposer shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the CGG-SWA by the Proposer, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Proposer for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

#### a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

#### 1. Minimum Limits General

Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

#### b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Proposer, his agents, representatives, employees or subcontractors.

#### 1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

- c. Workers' Compensation
  - Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.
- d. Owners' & Contractors' Protective Liability

Policy will be in name of CGG-SWA. Minimum limits required are \$1,000,000.

e. <u>Professional Liability</u>

Minimum limits are \$1,000,000 per occurrence.

- f. Coverage Provisions
  - 1. All deductibles or self-insured retention shall appear on the certificate(s).
  - 2. The CGG-SWA shall be added as "additional insured." This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
  - 3. The Proposer's insurance shall be primary over any applicable insurance maintained by the CGG-SWA.
  - 4. The insurer shall make every effort to provide 30 days written notice to the CGG-SWA before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
  - 5. All coverages for subcontractors of the Proposer shall be subject to all of the requirements stated herein.
  - 6. Self-insured retention shall appear on the certificate(s) and shall be subject to approval by the CGG-SWA. At the option of the CGG-SWA, either the insurer shall reduce or eliminate such self-insured retention, or the Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  - 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the CGG-SWA.
  - 8. The insurer shall agree to waive all rights of subrogation against the CGG-SWA for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
  - 9. The Proposer shall furnish the CGG-SWA certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
  - 10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A: VII, approval must be received from CGG-SWA's Risk Officer.
  - 11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

V. The CGG-SWA reserves the right to reject any or all proposals submitted and to

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waive any informality in the proposals. The right is also preserved to award the contract where it appears to be in the best interest of the Authority.