JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7469

This contract entered into this 5th day of June 2026, by Apex Companies LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 21, 2026, through July 20, 2027, with four (4) one-year renewal options.

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposal RFP JBM-1249 dated February 17, 2026
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) Addendum No. One – February 23, 2026
- (e) Addendum No. Two – March 11, 20226

(3) The Contractor's Proposal dated March 16, 2026, and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations Summary, dated May 12, 2026

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By: _____ (Signature)	By: _____ (Signature)
Ryan Trahan (Printed Name)	Juan Becerra Martinez (Printed Name)
Title: Vice President	Title: Senior Buyer

Rev. 5/12/21

RFP# JBM-1249 STORMWATER STRUCTURE MAINTENANCE
5/12/2026

The Primary Point of Contact for this Contract is:

Andrea Heller
571-428-2003
andrea.heller@apexcos.com

GENERAL:

1. Any change in the scope described herein shall be mutually agreed upon by the Purchasing Agency and Contractor with all changes first being authorized through either a contract modification and/or a change order issued by the Purchasing Agency.

2. Parties agree that this Negotiation Summary modifies RFP# JBM-1249 and the Contractor's initial response to RFP# JBM-1249, and in the event of conflict, this negotiation summary shall take precedence.

3. Contractor agrees that all exceptions taken within their initial response to RFP# JBM-1249 that are not specifically addressed within this negotiation summary are null and void.

4. Apex Companies LLC agrees that the terms and conditions as stated in the RFP will govern and be abided by.

5. Quotes and invoices shall be broken out per the pricing schedule to clearly identify contract pricing is being followed.

6. Storm drain cleaning services shall be quoted and invoiced using the applicable labor, vacuum truck/operator, disposal, confined space entry, and other applicable pricing schedule line items.

7. Apex Companies LLC agrees that SWaM subcontractor usage will be reported as applicable to work performed for James Madison University.

8. Apex Companies LLC agrees that Rental equipment will be offered to JMU at the "counter rate" (the same rate inquired by Apex Companies LLC from the rental company)

9. Apex Companies LLC agrees that during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. For any purchases excluding from Point-of-Sale purchases, the University will issue an eVA purchase order based upon a quote provided by Apex Companies LLC. No additional agreements, orders forms, or signatures shall be required.

11. Payment shall be made in accordance with the Commonwealth of Virginia Prompt Payment requirements, Code of Virginia Sections Section 2.2-4347 through 2.2-4354.

PRICING SCHEDULE:
The following Labor, Other Fees, and Discounts sections represent the negotiated pricing for all represented items and should be reflected in all quotes and proposals for the University. No other fees or charges shall be acceptable. The following pages, taken from the RFP and edited where negotiated, represent the agreed-upon pricing for this contract.

The following labor rates are listed by discipline and classification and include base wages, benefits, taxes, insurance and payroll costs complete.

LABOR RATES			
Personnel	**Normal Working Hours**	**Overtime/ Weekend/Holiday/ Emergency Hours**	**Unit**
Principal	**$260.00**	**$260.00**	/hour
Certified Safety Professional/Sr. Project Manager	**$225.00**	**$225.00**	/hour
Environmental Engineer/Professional Geologist	**$205.00**	**$205.00**	/hour
Project Manager	**$195.00**	**$195.00**	/hour
Equipment Manager	**$92.00**	**$ 92.00**	/hour
Responsible Land Disturber	**$145.00**	**$145.00**	/hour
Staff Geologist	**$95.00**	**$ 95.00**	/hour
Environmental Scientist	**$85.00**	**$85.00**	/hour
Draftsperson/ CADD Operator	**$90.00**	**$90.00**	/hour
Field Technician	**$80.00**	**$80.00**	/hour
Administrative/Documents Manager	**$75.00**	**$75.00**	/hour
Supervisor	**$150.00**	**$150.00**	/hour
Laborer	**$80.00**	**$80.00**	/hour
Vacuum Truck and operator services	**$275.00**		/hour
Vacuum Truck and operator services-Mobilization Fee	**$0.00**		Daily
Confined Space Entry cost per crew	**$225.00**		/hour-#2 crew
Confined Space Entry cost per crew-Mobilization Fee	**$0.00**		Daily
Liquids Hauling Charge	**$0.50**	**$0.50**	/gallon
Solids Hauling Charge	**$2.25**	**$ 2.25**	/gallon
Pressure Wash Fee	**$125.00**	**$ 125.00**	/event

Equipment		
Equipment Type	**Rate**	**Unit**
Trackhoe	**$1,620.00**	Per Day
Mini Excavator	**$950.00**	Per Day
Backhoe	**$600.00**	Per Day
Skid Steer	**$600.00**	Per Day
Single-axle dump	**$700.00**	Per Day
Tandem Axle Dump Truck	**$900.00**	Per Day
Service truck (4 hour minimum)	**$250.00**	Per Day
CCTV Equipment with Trailer	**$2,900.00**	Per Day
Dewatering Pump {6"} and Hoses	**$600.00**	Per Day
Chipper	**$700.00**	Per Day

Other Direct Costs		
Type	**Amount**	**Unit**
Provide & install replacement backfill (compacted clay)	**$140.00**	Per Ton
Class I Rip Rap	**$95.00**	Per Ton
Clearing and Grubbing Crew cost per crew (4 crew members)	**$375.00**	/hour
Clearing and Grubbing Crew cost per crew (4 crew members) Mobilization fee	**$0.00**	Daily
Erosion Control Mat with Staples	**$150.00**	Per roll
Soil and Water Analysis (Standard Turnaround)		
-characterization	**$1,250.00**	Each
-Total petroleum hydrocarbon (TPH)	**$200.00**	Each
Benzene, toluene, ethylbenzene, and xylenes (BTEX)	**$150.00**	Each

Other Fees	
Type	**Amount**
Credit Card Processing Fee	**3%**

March 17, 2026

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COMMONWEALTH OF VIRGINIA – JAMES MADISON UNIVERSITY

STORMWATER STRUCTURES MAINTENANCE

RFP No. JBM-1249

PREPARED FOR:
Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

PROJECT MANAGER:
Philip Atkins
P: 571.428.2004
E: Philip.Atkins@apexcos.com

Table of Contents

1. RFP Cover Sheet with Addenda Acknowledgements

RFP V.B.1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)

The signed cover sheet and addenda are presented on the following page. Apex has also reviewed the Answers to the Questions and Clarifications dated March 11, 2026. In addition, we have provided a copy of our Contractor's Class A License as requested.

REQUEST FOR PROPOSAL
RFP# JBM-1249

Issue Date: **February 17, 2026**

Title: **Stormwater Structures Maintenance**

Issuing Agency: **Commonwealth of Virginia**
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 17, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, SUBMITTED IN eVA, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Apex Companies, LLC

9700 Capital Court, Suite 100

Manassas, VA 20110

By: _____ *(Signature)*

Name: Andrea Heller *(Please Print)*

Date: March 16, 2026

Title: Division Manager

Web Address: www.apexcos.com

Phone: 571.428.2003

Email: andrea.heller@apexcos.com

Fax #: 703.396.6743

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 AH #2 AH #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ✓ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Apex holds a Virginia Class A Contractors License #2705110243. For your review, a copy of this license is below.

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
10-31-2026

NUMBER
2705110243

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ENV H/H

APEX COMPANIES LLC
2101 GAITHER ROAD
SUITE 500
ROCKVILLE, MD 20850

DPOR

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ENV H/H
NUMBER: 2705110243 EXPIRES: 10-31-2026

APEX COMPANIES LLC
2101 GAITHER ROAD
SUITE 500
ROCKVILLE, MD 20850

(FOLD)

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

2. Plan and Methodology

RFP V.B.2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

About Us

Apex Companies, LLC (Apex) is pleased to provide our response to James Madison University's (JMU) Solicitation for Request for Proposal #JBM-1249 titled Stormwater Structures Maintenance.

Apex was founded in 1988 to provide high quality environmental, health and safety consulting, stormwater, and remediation services in a cost-effective manner for both private companies and government agencies. Headquartered in Rockville, Maryland, Apex has grown to nearly 2,000 employees located in 80 full-service branch offices, including three offices in Virginia (Manassas, Richmond, and Roanoke). In an increasingly competitive marketplace, the relationship and trust we build between our clients and ourselves is the major reason we continue to see return business.

We have corporate experience and a recognized reputation in Virginia. Apex is well known for its professional and field-oriented consulting. It is a corporation that has grown by satisfying its clients with grade "A" service.

We have the necessary local staff to perform all the required services. We have a team of experienced engineers, stormwater professionals, geologists, and scientists that have the education, credentials, certifications, and practical work experience at all levels necessary to perform the work in a timely and cost-effective manner.

A Proven Partner to James Madison University

We know James Madison University; we can hit the ground running without a learning curve. Apex has been supporting the academic community for over 25 years. We have performed environmental services for the majority of universities in the Washington, DC Metro Area. These services included Municipal Separate Storm Sewer System (MS4) Permitting, Professional Stormwater Services, Stormwater Maintenance and Inspections, Stormwater repairs, water permitting, storage tank services, Phase I and II Environmental Site Assessments (ESAs), remediation, industrial hygiene and health and safety projects. Furthermore, Apex currently holds this contract and has been performing stormwater services to JMU for over 10 years. Apex has also employed JMU Alumni over the years who graduate with the knowledge and skills needed to work in the environmental field.

Established Experience

Apex brings unparalleled qualifications to support the stormwater management needs of many municipalities and academic campuses within Virginia, with a proven track record of protecting water quality, ensuringMS4 Permit and Virginia Department of Environmental Quality (VDEQ) compliance, and extending Best Management Practices (BMPs) life through expert routine and non-routine maintenance.

Our qualifications are rooted in 35+ years of stormwater expertise, local presence, and a client-focused approach that addresses JMU's challenges, such as managing access and weather delays. The following differentiators position Apex as the ideal partner:

RFP V.B.2. Continued

Established Stormwater Experience. Apex has performed this type of work as the Prime Contractor and the Project Manager Phil Atkins has been working with the JMU for the past 10 years. Apex's proposed staffing mix is familiar with most of the sites on the facility inventory list, having done work on the BMPs under current or previous contract periods. Apex has a proven track record with the JMU. We have the experience, resources, and personnel to help manage the needs of JMU and can begin work on this contract immediately.

Proven Regional Expertise. Apex is recognized for its hands-on, field-oriented consulting and commitment to excellence. We've completed more than 10,000 stormwater-related projects throughout the Mid-Atlantic region, including similar work for neighboring municipalities, universities and public/private schools. The services outlined in the solicitation align directly with our core competencies and represent a significant portion of our ongoing operations.

Ready and Qualified Local Staff. Apex is fully staffed with qualified local professionals ready to execute all required services. Our team includes individuals with the education, certifications, and practical experience necessary to deliver timely, cost-effective solutions. Staff are trained and certified in stormwater inspection and maintenance and possess thorough knowledge of both local and state regulations. Our field teams are familiar with the County's BMP inventory, access constraints, and documentation requirements. Our Manassas office has a team of over 27 professionals—including field scientists and laborers—ready to support this contract.

Why Apex is the clear choice for JMU

Value Proposition	How Apex Delivers
Zero learning curve	10+ years incumbent + staff already familiar with every BMP on the 2025 map
Rapid mobilization	Three offices in Virginia within a 2-hour radius from JMU; 75+ ready professionals
Full regulatory compliance	In-house VDEQ inspectors + zero OSHA citations
Seamless reporting & data continuity	GIS/database already populated with JMU assets
Cost certainty & BMP longevity	Proven annual maintenance extends asset life 20-30%

Understanding James Madison University's Stormwater Maintenance Needs

JMU manages a diverse and complex stormwater system that includes aging underground infrastructure, high-visibility BMPs located within active pedestrian corridors, and facilities subject to stringent MS4, VDEQ, and manufacturer maintenance requirements across 785 acres and 160 buildings. These challenges are compounded by seasonal weather variability, limited access windows driven by the academic calendar, and the need to perform work safely within an occupied campus environment.

Apex understands that JMU's primary objectives are not simply to perform maintenance, but to maintain regulatory compliance, reduce operational risk, extend the service life of stormwater assets, and minimize disruption to students, faculty, and staff. Having supported JMU's stormwater program for more than a decade under the current contract, Apex brings institutional knowledge of campus BMP locations, access constraints, and coordination protocols that allows us to perform work efficiently and without a learning curve.

Our methodology is designed to support these objectives through a proactive, structured, and highly responsive approach that integrates inspection findings, maintenance execution, documentation, and long-term asset planning.

RFP V.B.2. Continued

Apex's JMU-Focused Execution Framework

Apex's approach to stormwater structure maintenance for JMU follows a four-phase execution framework that ensures consistent performance, clear communication, and measurable outcomes throughout the contract term.

Phase 1 – Intake, Prioritization, and Coordination

Apex works directly with JMU Facilities Management and the designated Stormwater Coordinator to translate inspection findings and operational needs into prioritized maintenance actions. This phase focuses on:

- Reviewing inspection results, manufacturer requirements, and observed deficiencies
- Coordinating work sequencing based on campus access limitations, academic schedules, and weather conditions
- Confirming safety requirements, confined space needs, traffic control, and staging locations
- Developing task-specific scopes of work that clearly define labor, equipment, and disposal requirements

This collaborative intake process ensures maintenance activities are planned deliberately, with full awareness of JMU's operational constraints and compliance obligations.

Phase 2 – Targeted Maintenance and Repair Execution

Apex performs cleaning, maintenance, restoration, and repair of stormwater structures and BMPs in strict accordance with manufacturer specifications, regulatory requirements, and JMU guidelines. Services include, but are not limited to:

- Bioretention filters, rain gardens, and Filterra systems
- Sand filters and infiltration practices
- Manufactured BMPs (e.g., StormFilter, Stormceptor, CDS, Jellyfish, and similar devices)
- Oil/water separators and underground storage vaults
- Piping, tanks, catch basins, manholes, and outfalls
- Dry and wet ponds, forebays, and pond control structures
- Streams, open drainage channels, and riparian buffers

All BMP maintenance activities are treated as confined space entries, utilizing OSHA-compliant procedures, trained personnel, atmospheric monitoring, and appropriate rescue equipment. Apex's field crews are experienced working in close proximity to buildings, roadways, and pedestrian areas and are trained to implement traffic control and safety measures appropriate for an active campus.

Because Apex maintains local crews, specialized equipment (including vacuum trucks and CCTV systems), and in-house construction capabilities, we can mobilize efficiently for both routine and non-routine maintenance without reliance on third-party contractors.

Phase 3 – Documentation, Reporting, and Compliance Assurance

A critical component of Apex's methodology is ensuring that all maintenance activities are fully documented to support JMU's regulatory and internal reporting needs. For each task performed, Apex provides:

- Photographic documentation of pre- and post-maintenance conditions
- Detailed descriptions of work performed and materials removed
- Identification of observed deficiencies or emerging issues
- Recommendations for future maintenance or corrective actions

RFP V.B.2. Continued

Documentation is prepared in a clear, consistent format to support MS4 permit compliance, manufacturer warranty requirements, and internal asset tracking. Apex understands that accurate documentation is essential not only for regulatory purposes, but also for defensible decision-making and long-term budgeting.

Phase 4 – Continuous Improvement and Asset Planning Support

Beyond individual maintenance events, Apex uses data gathered during inspections and maintenance activities to support continuous improvement of JMU's stormwater program. This includes:

- Identifying recurring maintenance issues or high-risk assets
- Highlighting opportunities to reduce emergency repairs through proactive maintenance
- Supporting lifecycle planning and prioritization of future repairs or capital improvements

By leveraging our long-standing familiarity with JMU's BMP inventory, Apex helps the University move from reactive maintenance toward a more strategic, cost-effective asset management approach.

Customer Service, Responsiveness, and Communication

Apex provides JMU with a single, accountable point of contact supported by experienced task managers authorized to mobilize crews and resources as needed. Clear communication protocols ensure that JMU staff always know who to contact, how decisions are made, and when work will be performed.

For urgent maintenance needs, such as those following major storm events or inspection findings that pose compliance or safety concerns, Apex can mobilize field crews quickly, subject to site access and weather conditions. Escalation pathways are clearly defined to ensure timely resolution of issues.

Our approach emphasizes transparency, responsiveness, and reliability—key factors in maintaining JMU's confidence that stormwater assets are being managed responsibly and proactively.

Differentiation and Value to JMU

While many firms can perform stormwater maintenance, Apex offers JMU a level of continuity and risk reduction that cannot be replicated through a new onboarding process. As the incumbent contractor, Apex brings:

- Institutional knowledge of JMU's stormwater systems and campus operations
- Familiarity with site-specific access constraints and safety considerations
- Proven workflows for inspection follow-up, maintenance execution, and reporting
- Immediate readiness to perform work without transition delays

This continuity minimizes operational disruption, reduces compliance risk, and allows JMU to immediately benefit from lessons learned over more than a decade of campus-specific stormwater maintenance experience.

Conclusion

Apex's Plan and Methodology is designed to support JMU's stormwater program with disciplined execution, proactive communication, and long-term value. By combining proven experience, local resources, and a structured execution framework, Apex delivers reliable maintenance services that protect water quality, ensure regulatory compliance, and extend the life of JMU's stormwater infrastructure.

RFP IV.B.1. Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how your firm will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.

The following is our approach for providing services as required by this RFP. Proposed services will include cleaning, maintenance, and repairs of campus stormwater structures and BMPs. Some of these structures and BMPs include but not limited to are bioretention filters, sand filters, manufactured BMP systems (including Hydrodynamic separators [Stormceptors, CDS, Vortech, etc.], StormFilters, Jellyfish, Filterras) oil-water separators, underground vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc.

Apex has over 75 professionals available to support any project that JMU may have. We have developed a streamlined structure that integrates management, technical, and facility resources for high quality and cost-effective contract performance. Central to this structure is a dynamic management organization that ensures controlled flexibility, encourages communications, and depends on a diversity of personnel capabilities. Our project and task managers can effectively draw on staff and other corporate resources to meet rigorous schedule and task needs on fast turn-around projects. With three offices in Virginia (Manassas, Richmond, and Roanoke), Apex has the necessary staff and capabilities to mobilize crews to meet the needs of JMU.

We realize the potential demands of this project and commit to dedicating enough individuals to the project in all required disciplines. Apex possesses a wide range of diverse experience and certifications so that, not only can Apex provide replacements as needed, but also many individuals can assist in areas other than their designated assignment. In cases of immediate response tasks, the planning efforts may be streamlined and accelerated. Increased direct involvement and oversight will be provided by technical experts and the project manager to compensate for less formal planning. Apex routinely performs multi-year, large-scale, and task order programs for our municipal clients.

We have the necessary local staff to perform all the required services. Apex can provide all the anticipated services. We have experienced professional engineers, project and task managers, planners, geologists, scientists, and GIS specialists, Virginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (ESC) professionals, and VDEQ Certified Stormwater Inspectors and Plan Reviewers that have the education, credentials, certifications, and practical work experience at all levels necessary to perform the work in a timely and cost effective manner. Our staff knows the local requirements and regulators and is readily accessible.

Apex has extensive experience with MS4 and Virginia's Pollution Discharge Elimination System (VPDES) permits. We are experienced in supporting MS4 permit holders to comply with the requirements of emerging Chesapeake Bay Requirements. We have the design/build capabilities with in-house crews and equipment that have performed over 10,000 stormwater-related projects in the Mid-Atlantic region. We have the experience, resources and personnel to help manage the needs of JMU.

RFP IV.B.1. Continued

Other aspects of our ability to respond within quickly of initial contact include:

Constant Communication. All field personnel and managers are equipped with smart phones that allow for constant communication with other staff members and the client. These phone numbers can be provided for immediate contact with Apex should the need arise.

In-House Equipment Ready. We maintain a wide range of sampling instrumentation and Personal Protective Equipment (PPE) including PIDs, LELs, air quality meters, heat stress monitors, ISCO autosamplers, pH/temperature meters, chlorine meters, DO meters, conductivity meters, PIDs, digital cameras, confined space equipment, confined space entry rescue equipment, skid steer loader, trucks and trailers, infrared cameras, GPS receiver (Trimble), groundwater sampling pumps, data loggers, camera truck, respirators, etc. The Team maintains the latest in software capabilities, such as ESRI ARC GIS, AutoCAD, and MS Office.

Proven Response Capability. We have proven our ability to respond through various contracts with the City of Fairfax, Fairfax County, Arlington County Public Schools, Stafford County, Stafford County Public Schools, James Madison University, George Mason University, Virginia Tech, Virginia Western Community College, Prince William County, Prince William County Public Schools, Colonial Pipeline, George Mason University, Giant Food, and United Airlines.

RFP IV.B.2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees and any pertinent/related certifications.

Apex is performing stormwater management system restoration and maintenance in over 45 states. Apex provides complete stormwater management support services. Headquartered in Rockville, Maryland, Apex has grown to nearly 2,000 employees located in 80 full-service branch offices, including three offices in Virginia (Manassas, Richmond, and Roanoke). Apex is fully staffed with qualified local professionals ready to execute all required services. Our team includes individuals with the education, certifications, and practical experience necessary to deliver timely, cost-effective solutions. Staff are trained and certified in stormwater inspection and maintenance and possess thorough knowledge of both local and state regulations. Our field teams are familiar with the County's BMP inventory, access constraints, and documentation requirements. Our Manassas office has a team of over 27 professionals—including field scientists and laborers—ready to support this contract.

Apex's strength lies in the expertise of our team. We provide proven stormwater structure maintenance supported by qualified staff with the certifications and experience needed to meet federal, state, and local requirements. Our firm includes a diverse group of trained professionals whose technical skills and field capabilities enable us to deliver reliable, high-quality maintenance services efficiently and effectively.

- Certified VDEQ Stormwater Inspectors
- Certified VDEQ ESC Professionals
- VDEQ Responsible Land Disturbers
- Professional Wetland Delineators
- LCAMS and VA Traffic trained
- VDOT AGOL and Outlook accounts (with required background check and fingerprinting)
- GIS Specialists
- Intermediate Work Zone Certified Traffic Controllers
- Confined Space Entry Certified
- Professional Engineers
- Professional Geologists
- Nutrient Management Planners
- Laborers
- Experienced Equipment Operators

Specific elements are listed below.

Inspections: Apex in-house staff include VDEQ Certified Stormwater Inspectors, VDEQ Certified ESC Inspectors/Plan Reviewers, Certified OSHA Confined Space, and Responsible Land Disturbers that perform the inspections and lead our inspection teams. Depending on the specific requirements of the client and stormwater facility type, we have established inspection programs for frequencies of monthly to annually. Apex has conducted assessments on structural and non-structural BMPs providing detailed records of current and past conditions. Our inspectors review conditions of grit chambers, catch basins, wet ponds, dry ponds, sand filters, forebays, outfalls, embankments, trash racks, risers, and spillways and associated piping and structures to ensure proper operation.

RFP IV.B.2. Continued

Maintenance: Regular maintenance services are critical components of stormwater management. Regular maintenance results in decreased long-term operating costs, operation in accordance with design specifications, and regulatory compliance. Additionally, nuisance issues such as insect and animal infestation may be eliminated. Typical maintenance activities that Apex performs include:

- Confined Space Entry Inspection
- Filter Media and Cartridge Replacement
- Brush and tree removal
- Grading and slope stability
- Vegetation of denuded areas
- Vault, inlet, and piping cleaning
- Erosion control and inspection
- Catch basin cleaning
- Oil/water separator cleaning
- Mowing and debris removal
- Collection of GPS/GIS Data and Database Management

Structural BMP Routine Maintenance. BMP maintenance shall be in conformance and adherence with applicable manufacturer's requirements. BMP routine maintenance includes management oversight, vactor truck, confined space entry crew, and proper disposal of removed waste/material. A typical maintenance crew consists of a foreman, one or more laborers, and a vactor truck operator depending on the size and location of the unit(s). The frequency may vary from after any major storm to up to twice a year. In addition, sediment testing and access roads clearing (if present) will be conducted as necessary. Apex has been conducting annual BMP routine maintenance on BMPs which has been effective in maintaining the facilities in proper working order according to manufacturer's recommendations. All BMPs will be treated as confined space. Apex will use only current confined space entry trained personnel, appropriate safety/monitoring equipment and permits (as necessary) while conducting maintenance activities. In addition, some of the BMPs are located in close proximity or on the shoulder of main roadways requiring proper traffic safety/control equipment and procedures. Apex staff has completed training for basic work zone traffic control and is versed with the Virginia Work Area Protection Manual and its requirements.

Non-Structural BMP Routine Maintenance. Apex can perform routine maintenance on all aboveground non-structural BMPs within the listed inventory based on the assessments. Routine maintenance should be conducted on an annual basis and may include debris and litter removal, sediment removal, vegetation control to include woody vegetation removal, pesticide operations for invasive or noxious plant species, rodent control or mosquito control, re-vegetation of denuded areas in accordance with JMU. Routine maintenance will be conducted utilizing a combination of Apex maintenance personnel consisting of four laborers, two operators/foremen, three inspectors, and two subcontractors, all of which have extensive experience conducting the required maintenance activities on the existing SWBs/BMPs. All routine maintenance operations will be itemized in detail regarding the necessary resources with photographs documenting before and after conditions. All such documentation and a detailed report summarizing the completion of activities per SWB/BMP will be submitted to JMU for each SWB/BMP undergoing routine maintenance.

Database Management: A unique aspect to all the services that Apex provides is our in-house database management and software development. Apex is constantly looking for ways to automate our services and incorporate our deliverables into the client's existing database. Apex has completed stand-alone web-based systems, automated inspection checklists, SQL databases, Microsoft Access databases and Excel spreadsheets. Apex has designed and maintained databases for similar stormwater contracts. Apex can create and upkeep a database that will track all assessments conducted or we can simply update an existing database. Data that can be included in the database would consist of:

RFP IV.B.2. Continued

- Field inspection data will be collected by a team of qualified Apex personnel. Attention to detail will be a primary concern while collection of assessment data is conducted. Apex's trained professionals are currently performing this scope, and no learning curves are required. All aspects of the BMPs will be scrutinized to assure that each individual assessment parameter is rated properly in order to present an accurate, comprehensive snapshot of the relative condition of each facility.
- Photographic documentation will be conducted as part of the assessment to document visual evidence of the general condition of each BMP. Locations of photo reference points will be noted for utilization in future inspections. The photographs will be provided in JPEG format as an electronic attachment to each completed inspection report form during each inspection event. Electronic photographs will be assigned file names to match the corresponding feature within the BMP.
- Additional comments will be noted on the assessment form by Apex to note specific site conditions or information as deemed necessary to further characterize the condition of the SWB/BMP. Support data will include detailed physical information on the BMP and size and inventory information on the structures within a BMP.
- Upon completion of the field inspections, Apex will maintain an accurate database including the data generated from the activities discussed above to include inspection data, GPS data, and photographic data. Compiled inspection data and GPS data will be submitted as required.

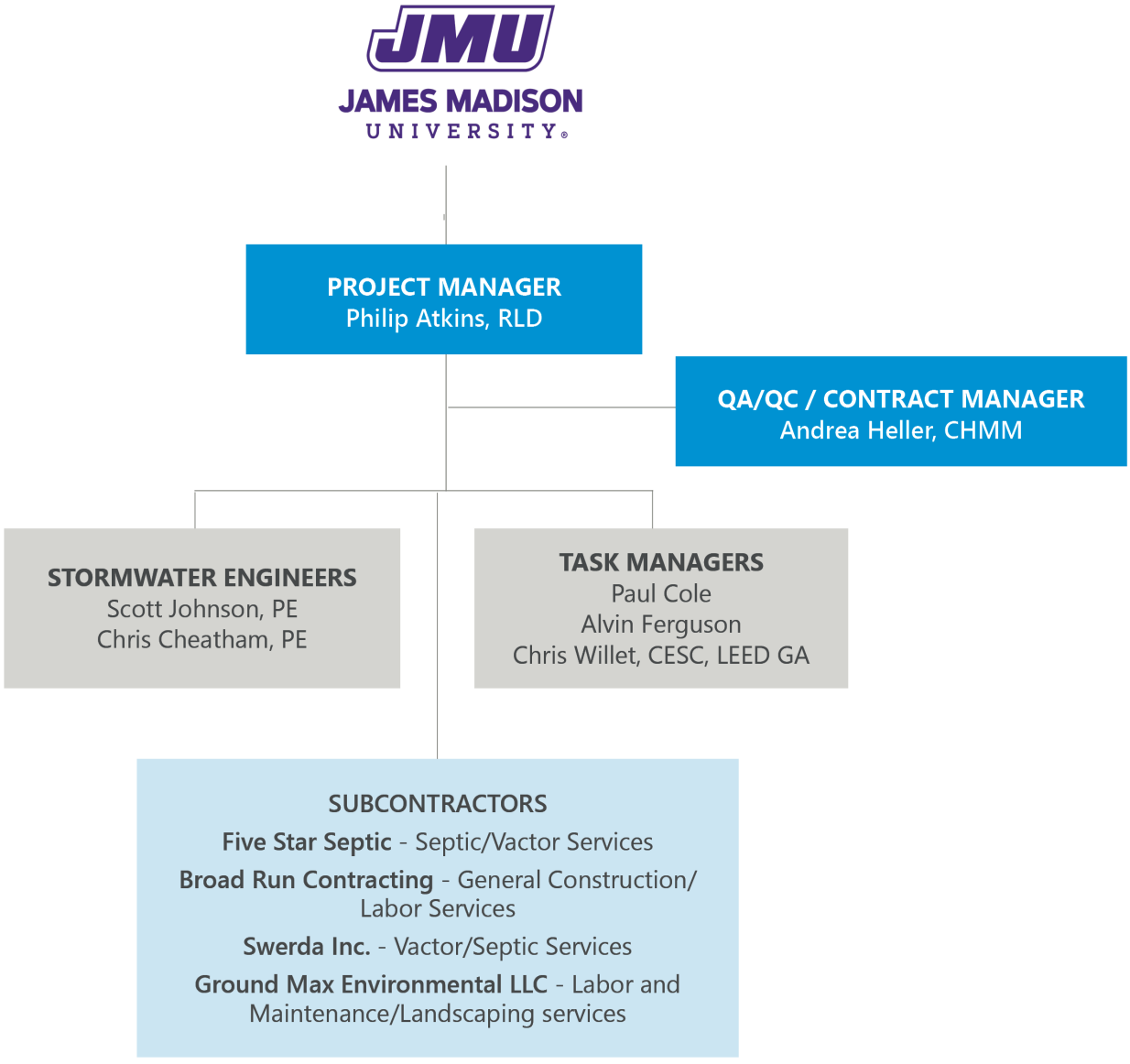
Geographic Information Systems (GIS): Our Team can provide GIS support to both government and private sector clients. By using the most current software available we can design, develop, construct, and append geodatabases to the specific needs of JMU. We further understand our specific clients' needs and have seasoned database professionals developing GIS that can be used for decision making, site selection, natural resource planning, capital outlay, regulatory analysis, and compliance. Our field personnel are professionally trained in and routinely use GPS collection, instrumentation, and differential data correction.

The BMP locations will be located by GPS to support their mapping in GIS models. Apex will gather the GPS data at each BMP (location, reference points, and outline or polygon points). The Trimble DGPS system utilizes satellite navigation technology to precisely (within approximately one meter accuracy) identify location in near-real-time (readings are collected approximately once per second). The Trimble DGPS with the Pathfinder Office differential correction software is a dual frequency system that can provide effective accuracy under the conditions anticipated at the Site under investigation. The DGPS instrumentation is operated in a manner consistent with the general procedures documented in their respective operational manuals. DGPS functional checks include occupation of known control points, as well as the reacquisition of specific targets or above-ground features generated from the interpretation of the geophysical data. If requested, Apex can utilize DGPS instrumentation with additional precision and accuracy. Apex will use ARCGIS to provide mapping, analysis, and deliverable format.

RFP IV.B.3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.

We have organized our project team based on our experience in successfully performing previous similar contracts and the specific requirements outlined by the RFP announcement. The project manager is directly accountable and can draw on the total resources of the firm, as required to meet the needs of JMU. Full resumes are included in section RFP IV.B.3 of key staff.

Our project organization chart focuses on clear lines of communication for the directing and coordination of project activities. Levels of authority are equal, with Apex assuming 100 percent of the responsibility for the project's completion.



RFP IV.B.3. Continued

Key staff and their responsibilities in supporting JMU are described below.

Phil Atkins | Project Manager/Point of Contact

Education: BA Environmental Studies, State University of New York at Buffalo

Certifications/Licenses: Certified Stormwater Management Inspector No. SWIN0730, VDEQ

Apex has designated Phil Atkins as the project manager and point of contact for this contract. He has performed work for JMU and is well versed in their protocols. The project manager will remain in close communication with the designated JMU representative and will supervise all task managers to ensure that Apex meets or exceeds contract-specific requirements. Phil has over 25 years of experience in the stormwater and environmental arena. He will have the sole responsibility for all work performed under the contract. He will:

- Maintain and manage procedures for receiving and executing delivery orders;
- Monitor and report on all technical and financial performance;
- Ensure technical quality and continuity, as well as serve as principal contact with JMU;
- Manage resource capacity and availability, utilizing regular staff meetings, and conduct monthly project reviews; and
- Authority to obtain all the necessary resources under this contract.

Andrea Heller, CHMM, RLD, CESCP | Quality Assurance / Quality Control (QA/QC) Manager/Contract Manager

JMU Alumni

Education: MAS Environmental Policy and Management, University of Denver; BS, Integrated Science and Technology, James Madison University

Certifications/Licenses: Certified Hazardous Materials Manager (CHMM) #18329; Certified Environmental Storm Water Compliance Professional (CESCP) #17062027908230530, NREP; Registered Environmental Professional (REP) #17062028849231031, NREP; Certified Stormwater Inspector, Virginia DEQ; Certified Stormwater Combined Administrator #SWCA0183, Virginia DEQ; Responsible Land Disturber (RLD) #RLD04427, Virginia DEQ

Apex has chosen Andrea Heller, CHMM, to manage and coordinate stormwater permitting activities for JMU. Andrea currently manages these services for municipal and commercial clients in the area. She is the project manager for permitting and compliance activities at Virginia Western Community College, Prince William County Schools, Stafford County Schools, and DC Department of the Environment. She has over 20 years of experience in environmental arena and has been managing stormwater services out of the Manassas office for the last four years and is a JMU Alumni.

Scott Johnson, PE | Stormwater Engineer

Education: BS Civil Engineering, University of South Carolina

Certifications/Licenses: Professional Engineer, VA #0402028963; Erosion and Sediment Control Combined Administrator #6149; National Green Infrastructure Certification Program #00050

Apex has chosen Scott Johnson, PE, to manage and coordinate stormwater inspection and maintenance activities for JMU. Scott has been managing database development, maintenance, and repair of various stormwater structures in the Mid-Atlantic Region. He currently manages multiple crews providing these services for municipal and commercial clients in the area. He is also the project manager for stormwater management inspections, maintenance, and repairs for government and commercial clients. He has over 30 years of experience in environmental construction and has been managing stormwater services out of the Manassas office for last 12 years.

RFP IV.B.3. Continued

Chris Cheatham, PE | Stormwater Engineer

Education: BS Civil Engineering/Environmental Option, Virginia Polytechnic Institute and State University

Certifications/Licenses: Professional Engineer, VA #029729; Certified Stormwater Management Inspector, #SWIN1422, VA DEQ; Contech Certified Maintenance Provider

Chris Cheatham is a professional engineer (PE) with over 30 years of experience in environmental compliance and has proven to be an effective contract manager under Apex's State Lead Contract. Chris directs projects related to petroleum and chemical storage, spill prevention, release response, stormwater management, and environmental compliance and auditing. He also designs and installs remediation systems to mitigate chemical contamination of soil and groundwater, as well as stormwater management controls, and designs and directs storage tank systems closures, upgrades, and installations. He has substantial experience preparing plans and technical documents for federal and state regulatory compliance and preparing pollution-prevention plans for petroleum bulk storage, manufacturing, and process facilities. He conducts environmental compliance assessments of commercial, industrial, and rural properties for corporate and government clients. He also performs field work and supervision of geological/hydrogeological projects; environmental assessment and compliance audits; facility plan and permit development; Resource Conservation and Recovery Act corrective action and regulated facility closure; chemical storage tank compliance; stormwater management, including inspection, design, construction, and maintenance; and soil and ground water contamination and assessment and remedial action). Chris has developed an excellent working relationship with state regulatory officials, particularly with the Virginia Department of Environmental Quality (DEQ).

Paul Cole | Task Manager

Education: BA Environmental Studies, Lynchburg College

Certifications/Licenses: Certified Stormwater Management Inspector #SWIN0603, VDEQ; Certified Responsible Land Disturber #RLD11108

Paul Cole has over 20 years of experience in the landscaping and land management field and 12 years of experience performing stormwater best management practice (BMP) inspections, maintenance and repairs. Paul specializes in green infrastructure, including but not limited to bio-filtration practices, infiltration trenches, green roofs, permeable pavement, and underground stormwater management facilities. He has managed stormwater-related projects for municipal, commercial, residential, industrial, and federal clients in the Metro DC region.

Alvin Ferguson | Task Manager

Education: BA Environmental Studies, Lynchburg College

Certifications/Licenses: VADEQ Certified Stormwater Inspector, SWIN0805

Lawrence "Alvin" Ferguson has over 10 years of experience in the stormwater and environmental industry, complemented by more than 20 years in landscaping services. His background includes environmental remediation, monitoring well injections and sampling, hazardous waste management, emergency and spill response, and stormwater management across commercial, residential, industrial, and municipal sectors. He has held roles such as staff scientist, foreman, operator, superintendent, and assistant project manager on a wide range of stormwater and environmental projects and now serves as a project manager for Apex. In addition, Alvin has five years of local government experience supporting the implementation and enforcement of MS4 permits. He brings strong technical knowledge and hands-on expertise in stormwater regulation, construction, and sampling.

RFP IV.B.3. Continued

Chris Willett, CESC, LEED GA | Task Manager

Education: BS Environmental Sustainability, George Mason University; Graduate of the Institute of Applied Agriculture, University of Maryland

Certifications/Licenses: Certified Stormwater Management Inspector, VA State Water Control Board; Certified Erosion and Sediment Control Inspector (CESC), VA State Water Control Board; Provisionally Certified Stormwater Management Plan Reviewer, VDEQ; LEED Certified Professional (LEED GA), United States Green Building Counsel

Chris Willett is a senior project manager with 16 years of experience responsible for managing the construction and maintenance of hundreds of stormwater management best management practice (BMP) facilities. Chris is also responsible for preparing proposals, scopes of work, managing and vetting subcontractors, as well as developing and managing operating budgets for an array of clients in the industrial and commercial sectors.

Full copies of our team's resumes are located in Section V.B.3.

RFP IV.B.4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or one-time purchases.

Apex is a national player in stormwater management system restoration and maintenance. Stormwater has become an extremely important part of the land development process, especially in the Mid-Atlantic region with serious watershed issues. Apex provides comprehensive stormwater management services, including: inspections, permitting, construction, repair/rehabilitation, and maintenance. Local clients that we have provided these services include:

- Alexandria City Public Schools
- Arlington County
- Arlington Public Schools
- City of Alexandria
- City of Charlottesville – Department of Public Works (DPW)
- City of Fairfax
- City of Manassas
- City of Manassas Park Public Schools
- City of Rockville
- Fairfax County
- Fauquier County
- Fauquier County Parks and Recreation Department
- George Mason University
- Howard County
- JMU
- Loudoun County
- Loudoun County Public Schools
- Montgomery County
- Prince William County
- Prince William County Public Schools
- Stafford County
- Stafford County Public Schools
- VDOT
- Virginia Tech
- Virginia Western Community College

Relevant project descriptions to the services that we offer are at the end of this section.

RFP IV.B.5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.

Apex has not been subject of OSHA inspections by any state or federal agency.

RFP IV.B.6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

Apex has not had any clients choose not to renew our contracts.

RFP V.B.3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

Apex recognizes that our overwhelming strength is in our people. Apex recognizes that its goal of providing a top-quality product on time and within budget is achievable requiring the right talent, dedication, and knowledge of federal, state, and local requirements and practices. Apex's success is attributed to a staff of highly qualified and committed professionals and support personnel. Staff disciplines include environmental and civil engineering, planning, industrial hygiene, hazardous material identification and monitoring, environmental sciences, geology and hydrogeology, natural and physical sciences, and historic and archeological investigations. These scientists are all degreed professionals, many with master's degrees, or professional certifications. Furthermore, Apex provides career development programs for its staff and encourages participation in professional societies, associations, and activities. Apex requires that its staff stay abreast of current practices, regulations, and techniques to allow delivery of state-of-the-art services of the highest caliber.

When it comes to the maintenance and repair of stormwater BMPs, no firm is more qualified or experienced than Apex. With nationwide clients, we provide inspections, maintenance, and repair services across the country. These sites range from small commercial properties to large industrial facilities, public and private campuses, and municipal stormwater programs.

Our turnkey stormwater compliance work includes large-scale inspection and maintenance programs for national clients, such as Walmart, Regency Centers, Home Depot, and Public Storage, as well as municipalities and government agencies such as Fairfax County, Arlington County, Loudoun County, Prince William County Schools, Arlington County Schools, Stafford County Schools, and Virginia Department of Transportation (VDOT).

Apex services are offered by certified and highly qualified personnel using state-of-the-art technology and employ OSHA, National Institute for Occupational Safety and Health (NIOSH), and other recognized protocols.

Apex maintains a wide range of sampling instrumentation and PPE including PIDs, LELs, air quality meters, heat stress monitors, pH/temperature meters, chlorine meters, DO meters, conductivity meters, PIDs, digital cameras, confined space equipment, confined space entry rescue equipment, infrared cameras, GPS receiver (Trimble), respirators, etc. The Team maintains the latest in software capabilities, such as ESRI ARC GIS, AutoCAD, and MS Office.

Following, you will find the resumes of our proposed management team followed by some relevant project examples for this contract.

Philip Atkins

Senior Project Manager

Experience

30+ Years

Education

BA Environmental Studies, State University of New York at Buffalo

Accreditation

Certified Responsible Land Disturber, RLD No. 16034, VDEQ

Certified Stormwater Management Inspector No. SWIN0730, VDEQ

40-Hour OSHA HAZWOPER Safety Training

8-Hour OSHA HAZWOPER Safety Training Refresher

8-Hour OSHA Supervisors Safety Training

Advanced First Aid and CPR

Philip Atkins has over 30 years of experience in the environmental consulting industry, including extensive experience in stormwater Best Management Practices (BMP) management/assessment, designing and performing hydrogeologic site assessments including monitoring well installations, direct push evaluation, split-spoon sampling, geophysical surveys and groundwater monitoring and sampling and stormwater compliance and maintenance. Phil has been managing the Virginia Department of Transportation (VDOT) contract for the Northern Virginia (NOVA) District for 15 years. The scope of services for this contract includes stormwater basin assessment and management services, including inspection, database management, maintenance and repairs for all VDOT-owned BMPs in four counties.

A seasoned contract and project manager, he has led and managed teams and inspectors who assess, inspect, repair, and maintain client (often municipal) owned and operated stormwater facilities; support erosion and sediment controls; maintain compliance with regulatory expectations; and much more. Various stormwater projects consist of maintenance of underground (StormFilters, sandfilters, Downstream Defenders, Vortech, Baysaver, Filterra, etc.) and aboveground (detention, retention ponds, bioretention basins, etc.) stormwater facilities. These facilities require regular maintenance to ensure proper function and compliance with local and federal regulations. His responsibilities include correcting deficiencies indicated by periodic municipal inspections and providing clients with maintenance cost and schedule to keep facilities in compliance and avoid potential future violations.

General Experience

Stormwater Structure Maintenance, James Madison University, Harrisonburg, Virginia. Project manager coordinating and managing the maintenance of manufactured stormwater BMPs to ensure proper function and to comply with local and regional regulatory regulations. Provides client with proposals and cost estimates using the current contract price schedule rates (UCPJMU0676) to provide maintenance and repairs for compliance with local regulations of various BMPs located on the JMU campus including hydrodynamic separators, StormFilters, Jellyfish, Filterra Bioretention planter boxes and oil/water separator cleaning.

Turnkey Stormwater Management and Maintenance, VDOT, Northern Virginia. Project manager coordinating turnkey assessment, inspection, repair and maintenance services for over 400 VDOT-owned or -operated stormwater basins and underground BMP structures including Fairfax, Arlington, Loudoun and Prince William Counties. Services include the preparation of reports to satisfy all minimum regulatory requirements for SWBs as well as maintenance and repairs to achieve the desired outcome. The contract includes the following five phases: stormwater facility Initial assessment, annual stormwater basin and BMP regulatory Inspections, routine maintenance, minor repair and major repair, retrofit or restoration. Assessments include field inspections, photographic documentation and collection of GPS data for each basin/BMP which is organized and updated in an Access database.

Stormwater BMP Maintenance, Arlington County Public (APS) Schools, Arlington, Virginia. Project manager negotiated contract and coordinated inspection and maintenance on above ground and underground BMPs located at APS properties including bioretention facilities, Stormceptors, StormFilters, Downstream Defender units and various underground detention facilities. All work was conducted during school hours under direct supervision of APS maintenance staff without any disruption to school activities. Completion reports with photographic documentation were submitted to the APS for submittal to comply with local regulations and MS4 permit. Apex constructed bioretention planter boxes at several school properties to serve as additional BMPs. The bioretention planter boxes were to provide additional stormwater treatment to account for impervious surface added to schools where temporary trailers were installed. Apex notified APS of deficiencies observed during maintenance and subsequently provided cost estimates that were approved, and the work completed.

Stormwater and Flood Proofing Improvements Annual Contract, Fairfax County, Virginia. Project manager with responsibilities including preparing cost estimates and management of various flood proofing projects located in Fairfax County, Virginia. Projects consist of installation of bioretention facilities, repairs to stormwater detention basins, regrading swales and installing new or retrofitting existing stormwater structures to improve drainage and stormwater quality in Fairfax County residential communities. Management includes cost estimating, coordination of field crews, material suppliers, client correspondence and invoicing using Fairfax County contracted unit rates.

Underground and Aboveground Maintenance and Repairs of Stormwater Facilities, Various Municipal and Private Sector Clients/Property Owners, Virigina and Maryland. Responsible for preparing scopes of work, cost estimating and management of various projects consisting of the maintenance of underground (Stormfilters, sandfilters, Downstream Defenders, Vortech, Baysaver, Filterra, etc.) and aboveground (detention, retention ponds, bioretention basins, etc.) stormwater facilities. These facilities require regular maintenance to ensure proper function and compliance with local and federal regulations. Provide services to correct deficiencies indicated by periodic municipal inspections. Provide clients with maintenance cost and schedule to keep facilities in compliance to avoid potential future violations.

Waste Disposal Facility Closure, Colonial Pipeline Company, Buckingham County, Virginia. Performed a former waste disposal pit closure per Virginia Department of Environmental Quality (VDEQ)-accepted closure plan. Closure activities included removing and disposing of approximately 8,000 tons of impacted soils generated by the disposal of tank bottom sludge at the facility from 1971 up to the mid-1980s. Six remaining soil piles were scanned and segregated and tested for total petroleum hydrocarbons (TPH). Soils not meeting the TPH criteria established by the VDEQ were transported for thermal treatment and subsequent proper disposal. Soils meeting the criteria were placed in a predetermined pit. This material was covered with a clay liner and fill material was placed to match the existing site grade. Four groundwater monitoring wells were installed to monitor groundwater conditions after pit closure was complete. Post-closure monitoring consisted of monitoring well gauging and sampling for benzene, toluene, ethylbenzene, and xylenes (BTEX), elevation monitoring of pit surface using survey techniques and annual post-closure monitoring report submittal. Site closure is pending future monitoring data and continuation of current trend. Additional services consist of preparation for and attendance at several meetings with VDEQ and property owner.

Site Characterization and Corrective Action Implementation for Pipeline Release, Colonial Pipeline Company, Nokesville, Virginia. Project manager overseeing field effort and prepared Site Characterization Report (SCR) and Corrective Action Plan (CAP) in response to a release from a 32-inch-high pressure petroleum pipeline. Initial emergency response included test pit excavation, surface water and domestic well sampling in the vicinity of the release. Twelve monitor wells and over thirty additional test pits were installed to characterize the extent of impact and to assess the risk to human health and the environment. Submitted applications and obtained permits from VDOT (Land use permit) and DNR (Erosion and sediment control permit).

Andrea Heller CHMM, CESCP, REP

Division Manager

Experience

20 Years

Education

MAS Environmental Policy and Management, University of Denver

BS, Integrated Science and Technology, James Madison University

Accreditation

Certified Hazardous Materials Manager (CHMM) #18329

Certified Environmental Storm Water Compliance Professional (CESCP) #1706202790823053, NREP

Registered Environmental Professional (REP) #17062028849231031, NREP

Certified Stormwater Inspector, Virginia DEQ

Certified Stormwater Combined Administrator #SWCA0183, Virginia DEQ

Responsible Land Disturber (RLD) #RLD04427, Virginia DEQ

Confined Space Trained

40-Hour OSHA HAZWOPER Safety and Supervisor Training/8-Hour Refresher

Andrea Heller has more than 20 years of experience in environmental project management and contract management as well as extensive knowledge in environmental sampling, Municipal Separate Storm Sewer System (MS4) sampling requirements and permits, industrial hygiene (IH), environmental site assessments (ESAs) and remedial applications at industrial, commercial, and residential sites. Andrea has managed the District of Columbia's MS4 Storm Water Sampling and Analysis contract for the past 16 years. She also has managed over 250 Phase I and Phase II ESAs for an assortment of commercial/industrial properties involving various confidential financial institutions. Properties included warehouses, commercial offices, residential buildings, industrial facilities, abandoned farms, and undeveloped tracts. These studies have involved the identification of potential recognized environmental conditions related to petroleum or chemical spills or releases, hazardous substances, underground storage tanks (USTs), asbestos, mold, lead-based paint (LBP), and similar environmental concerns. She has also performed site characterization studies for several sites in order to evaluate environmentally impacted soils for disposal upon excavation based on current waste management regulations and industry-standard construction excavation practices.

General Experience

National Pollutant Discharge Elimination System (NPDES) MS4 Stormwater Services, Department of Energy and Environment, Washington, DC. Managed and conducted collection and analysis in accordance with the stormwater monitoring and analysis practices recommended by the Environmental Protection Agency (EPA) in three DC watersheds. Work Includes: Flow assessment, wet and dry event sample acquisition, field chemistry sample analyses, laboratory sample analyses, and report preparation to the DC Department of the Environment for compliance with EPA NPDES permitting regulations. Received numerous outstanding reviews for work on this contract year after year

Stormwater Services, DC Department of Public Works, Washington, DC. Managed and performed tri-annual sampling and reporting and quarterly visual inspections according to their NPDES permit.

MS4 Stormwater Services, Stafford County Public Schools, Stafford County, Virginia. Prepared annual reports, best management practices (BMPs) and geographic information system (GIS) mapping, EPA audit support, MS4 program plan, Chesapeake Bay TMDL Action Plan, Basin and BMP annual inspections, Nutrient Management Plans, and MS4 employee training.

Industrial Hygiene (IH) Services, Prince William County Public Schools, Prince William County, Virginia. Conducted oversight and scheduling of the project. Provided third-party monitoring of various asbestos and LBP abatement projects at various school facilities.

IH Services, Stafford County Public Schools, Stafford County, Virginia. Responsible for oversight and scheduling of the project. Provided third-party monitoring of various asbestos and LBP abatement projects at various school facilities.

Phase I ESAs, Prince William County Public Schools, Prince William County, Virginia. Managed oversight and scheduling of the project. Completed numerous Phase I ESAs at a number of different new build school facilities for LEED accreditation.

MS4 Stormwater Services, Prince William County Public School, Prince William County, Virginia. Prepared annual reports, BMP and GIS mapping, EPA audit support, MS4 program plan, Chesapeake Bay TMDL action plan, and Basin and BMP annual inspections.

MS4 Stormwater Services, Virginia Western Community College, Roanoke, Virginia. Prepared annual reports and conducted MS4 sampling, MS4 program plan, and MS4 employee training.

VPDES Permit Renewal, Colonial Pipeline, Mitchell Junction, Virginia. Work Includes: information gathering and coordination which includes gathering data necessary as part of VPDES required forms, Application Form 1-General Information, Application form 2C, and Form 2 and includes creation of several site maps, narratives, discharge information, water pollution controls, hazardous materials/wastes, and other site-specific details. A required sampling event of all outfalls for biochemical oxygen demand (BOD), chemical oxygen demand (COD), total organic carbon (TOC), total suspended solids (TSS), ammonia (as nitrogen), oil and grease, total nitrogen, and total phosphorus is also part of the required tasks.

Spill Prevention, Control, and Countermeasure (SPCC) Plans, Virginia Department of Corrections, Virginia. Responsible for oversight and scheduling of staff, budgets, SPCC reviews and contracting. Work includes developing SPCC Plans for all VA Department of Correction facilities across the state in a visual poster board format, site reconnaissance and AutoCAD.

Nutrient Management Plans, GKY& Loudoun County, Virginia. Responsibilities include project oversight, review, scheduling, and invoicing. The project included over 25 Nutrient Management Plans for various Loudoun County facilities.

Stormwater BMP/ESC Inspections, Metropolitan Area Airport Authority, Alexandria, Virginia. Managed and provided technical support for a large-scale (400+) stormwater asset inspection of Ronald Reagan National Airport. Inspections were performed using high-accuracy Trimble GPS and ArcCollector software. Creation of numerous maps highlighting individual asset locations as well as any deficiencies.

Integrated Contingency Plan, United Airlines, Dulles International Airport, Virginia. Updated United's Integrated Contingency Plan at Dulles International Airport (IAD). Prepared an Integrated Contingency Plan (ICP) for the North and South United facilities that incorporate several regulatory programs (SPCC, Resource Conservation and Recovery Act [RCRA], (Comprehensive Environmental Response, Compensation, and Liability Act) [CERCLA], and Stormwater Pollution Prevention Plan [SWPPP]).

Oil Water Separator Standard Operating Procedures, United Airlines, Dulles International Airport, Virginia. Developed a standard operating procedure (SOP) for each of the Oil Water Separators (OWS) maintained by United Airlines. The SOP outlines and describes the manufacturer information, inspection procedures, and maintenance intervals for each of the OWSs.

Daily Onsite Operations & Maintenance, United Airlines, Dulles International Airport, Virginia. Supported United Airlines at Dulles International Airport two days per week in a variety of environmental tasks. Tasks include lab pack disposal, spill cart repairs and restocking, can and bulb crushing, etc.

Stormwater Inspections, Fauquier County Public Schools, Virginia. Conducted a conditional assessment of stormwater facilities (drop inlets/curb, inlets/yard inlets, etc.) and outfalls present at properties; provided photographic documentation of structural conditions for stormwater facilities, outfall, and associated structures of concern; provided a recommended maintenance schedule based on current conditions; provided cost estimates as necessary for structural deficiencies noted during the assessments; and final report will include the inventory of outfalls, photo documentation, conditional assessment, and a map (including outfalls and stormwater facilities).

Scott Johnson PE

Program Manager

Experience

30+ Years

Education

BS Civil Engineering, University of South Carolina

Accreditation

Professional Engineer, VA #0402028963

Erosion and Sediment Control Combined Administrator #6149

National Green Infrastructure Certification Program, #00050

OSHA Confined Space Training

Contech Certified Maintenance Provider

DNAPL Site Diagnosis and Remediation

Waste Geotechnics – Applying the Earth Sciences to Solve Waste Disposal Problems (Certificate)

10-Hour OSHA Construction Training

40-Hour OSHA HAZWOPER Safety Training

Scott Johnson has over 30 years of experience in civil/environmental engineering, stormwater management, wet utility management, construction management, groundwater remediation, underground storage tank (UST) design and installation, Phase I and II environmental site assessments (ESAs), site characterization reports, corrective action plans, quarterly monitoring, discharge monitoring, and site closures. His experience includes project management of over 1,000 commercial, residential, and industrial construction projects. Scott has served various roles in stormwater management facility inspections, maintenance and reporting, including contract manager for various clients including Fairfax County, Loudoun County, Prince William County Schools, City of Fairfax, and Walmart.

General Experience

Stormwater Program Management, Fairfax County Underground Stormwater Maintenance, Fairfax County, Virginia. Managed structural maintenance of underground detention facilities including various types of detention structures, filtration devices, hydrodynamic separators, and sand filters. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Program Management, Geroge Mason University Underground Stormwater Maintenance, Fairfax, Arlington and Prince William County, Virginia. Managed annual inspection/maintenance of underground detention facilities including various types of detention structures, filtration devices, and hydrodynamic separators. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters.

Stormwater Maintenance, Fairfax County Low Impact Development (LID) Facilities, Fairfax County, Virginia. Managed routine maintenance service on approximately 200 LID facilities including bioretention ponds, vegetated swales, green roofs, treebox filters, infiltration trenches and previous pavement. Managed non-routine maintenance of LID facilities including complete restoration of bioretention ponds, treebox filter and previous pavement. Also managed non-routine maintenance of stormwater BMP facilities. Services included the fabrication and installation of trash racks and BMP plates as well as installation of concrete aprons and wing walls, regrading of pond basins and stabilization of disturbed areas. Managed structural maintenance of underground detention facilities. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Program Management, Loudoun County Underground Stormwater Maintenance, Loudoun County, Virginia. Managed structural maintenance of underground detention facilities including various types of detention structures, filtration devices, hydrodynamic separators, and sand filters. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Program Management, Town of Leesburg Underground Stormwater Maintenance, Leesburg, Virginia. Managed structural maintenance of underground detention facilities including various types of detention structures, filtration devices, hydrodynamic separators, and sand filters. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters, repair of damaged structures, erosion repairs and vegetation removal.

Stormwater Management, Prince William County Public Schools, Prince William County, Virginia. Performed site inspections and prepared cost estimates for required maintenance/restoration of stormwater management facilities throughout Prince William County. Managed the repair of failed stormwater structures which included procurement of traffic controls, coordination of inspectors, subcontractors, and scheduling of field crews and equipment. Managed closed circuit televised (CCTV) surveys of storm sewer lines and structures. Prepared completion reports evaluating the current condition of the system and recommended repair options.

Stormwater Management, City of Fairfax Department of Public Works, Fairfax, Virginia. Prepared cost estimates for various types of stormwater management/repair projects for the City of Fairfax Department of Public Works in Fairfax, Virginia. Managed the repair of failed stormwater structures which included procurement of right-of-way/easement permits, traffic controls, coordination of inspectors, subcontractors, and scheduling of field crews and equipment. Managed closed circuit televised (CCTV) surveys of storm sewer lines and structures. Prepared completion reports evaluating the current condition of the system and recommended repair options.

Stormwater Management, Fairfax County Construction Management Department, Virginia. Prepared cost estimates for various types of stormwater management projects for Fairfax County, Virginia. Provided project management for stream stabilization/restoration including the installation gabion baskets, rock vanes, rock weirs, step pools, rip-rap, tree buttresses and coir logs. Also managed projects using the latest bio-engineered technologies including the installation of Filterra units, Filtrexx Soxx systems and geo-grid living walls. Managed the installation of flood proofing walls and diversion swales for residential homes.

Geophysical Investigation, Capitol Power Plant, Washington, DC. Managed a geophysical investigation of the approximately 7-acre U.S. Capitol Power Plant property located at 25 E Street SW in Washington, DC. The investigation was to determine the routing of all sewer and drain lines within the facility. The investigation included drainage lines, sanitary lines, and storm lines within exterior and interior portions of the site. Lines of concern were accessed via cleanouts, floor drains, manholes, catch basins, or other access points to allow for insertion of cameras, signal beacons, or tracing lines. A report detailing methods and results in addition to a scaled AutoCAD site map indicating the locations of detected subsurface features in relation to permanent aboveground structures was then generated and submitted to the client.

Wet Utilities and Stormwater O&M, Fort Belvoir Residential Communities, Fort Belvoir, Virginia. Managed the operation and maintenance (O&M) of the sanitary sewer and domestic water supply systems for ten private residential communities located on the Fort Belvoir Residential Communities base. O&M activities included the inspection of all sanitary sewer clean-outs, manholes and associated lines as well as the O&M of a sanitary lift station. Conducted inspections of all domestic water isolation valves, water taps, and fire hydrants to ensure they were functioning properly. Submitted cost proposals and made repairs to deficiencies noted during inspections. Stormwater BMPs were inspected and maintenance provided as needed. Performed underground stormwater detention cleaning and storm filter replacement.

Stormwater Maintenance, Walmart, Virginia, Maryland, Delaware, West Virginia, Pennsylvania. Managed stormwater maintenance program for a national stormwater account. Program consists of maintaining the stormwater systems for over 250 facilities. Responsible for providing regular maintenance and inspection of the stormwater systems to ensure they are functioning properly and are in compliance with all regulatory requirements. Stormwater systems include retention/detention ponds, bio-retention filters, sand filters, catch basins, swales, underdrain filter systems, subsurface engineered systems and any other system designed as a BMP for controlling and removing pollutants from stormwater runoff. Regular maintenance activities include the mowing of ponds, brush and tree removal, slope stabilization, vegetation of denuded areas, vault, inlet and pipe cleaning, erosion control, etc. The stormwater program also includes repair and rehabilitation of stormwater systems as required.

Christopher L. Cheatham, PE

Program Manager

Experience

30+ Years

Education

BS Civil Engineering/Environmental Option, Virginia Polytechnic Institute and State University

Accreditation

Professional Engineer, VA #029729

Certified Stormwater Management Inspector, #SWIN1422, VA DEQ

Contech Certified Maintenance Provider

40-Hour OSHA HAZWOPER Safety Training and Supervisory Training

8-Hour OSHA HAZWOPER Safety Training Refresher

Continuity Plan Training

Confined Space Certification

Chris Cheatham is a professional engineer (PE) with over 30 years of experience in environmental compliance and has proven to be an effective contract manager for 25 years under Apex's State Lead Contract. Chris directs projects related to petroleum and chemical storage, spill prevention, release response, stormwater management, low impact development, wet utility management, construction management, and environmental compliance and auditing. He also designs and installs remediation systems to mitigate chemical contamination of soil and groundwater, as well as stormwater management controls, and designs and directs storage tank systems closures, upgrades, and installations. He has substantial experience preparing plans and technical documents for federal and state regulatory compliance and preparing pollution-prevention plans for petroleum bulk storage, manufacturing, and process facilities. He conducts environmental compliance assessments of commercial, industrial, and rural properties for corporate and government clients. He also performs field work and supervision of geological/hydrogeological projects; environmental assessment and compliance audits; facility plan and permit development; Resource Conservation and Recovery Act corrective action and regulated facility closure; chemical storage tank compliance; stormwater management, including inspection, design, construction, and maintenance; and soil and ground water contamination and assessment and remedial action). Chris has developed an excellent working relationship with state regulatory officials, particularly with the Virginia Department of Environmental Quality (DEQ).

General Experience

Stormwater Assessment, Maintenance and Repair Services, University and Municipal Clients, VA. Program Manager of a team of project managers and staff who have performed post-construction inspection, assessment, maintenance and repair/retrofit of stormwater management units and basins at sites for universities and localities throughout Virginia. Stormwater management systems have included, but are not limited to permeable pavement, bioretention basins, retention basins, detention basins, vegetative swales, StormFilter systems, hydro-dynamic separators, and other engineered/manufactured systems.

Stormwater Assessment, Maintenance and Repair Services, Residential and Commercial Properties, VA, NC. Program Manager of a team of project managers and staff who have performed the inspection, assessment and repair of stormwater management units, ponds, and basins at sites throughout Virginia and North Carolina on behalf of residential and commercial owners. Stormwater management units include, but are not limited to ponds, retention basins, detention basins, vegetative swales, low-flow concrete channels, forebays, catch basins, Filterra units, StormFilter systems, Stormceptor units, biofilters, bioretention systems and other engineered/manufactured systems.

Spill, Prevention, Control, and Countermeasures (SPCC) Plan; Storm Water Pollution Prevention Plans (SWPPP), Petroleum Distributors, VA. Developed more than 100 Oil Discharge Contingency Plans (ODCP); SPCC Plans; SWPPPs for multiple facilities operated by petroleum jobbers, manufacturing facilities, car dealerships, wholesale food distribution facilities, Department of Corrections, and other commercial facilities. Provided spill response and implementation training for facility personnel responsible for implementing pollution prevention plans.

Voluntary Remediation Program (VRP) Investigations and Corrective Measures, Virginia Department of Environmental Quality (DEQ), VA. Performed VDEQ VRP site characterization investigations and designed and implemented corrective action at multiple sites throughout Virginia. The sites consisted of both active developed and abandoned properties, including an active dry cleaner facility, a former train refueling station proposed for residential use, several shopping centers with petroleum and solvent releases, properties impacted from adjacent land activities, and agricultural property formerly used for industrial waste disposal. Conducted human health risk assessments in accordance

with VDEQ VRP protocol and, where necessary, designed remedies to reduce risk to acceptable levels for proposed or existing land use.

Remediation, Convenience Store Sites, VA and NC. Program Manager of a team of project managers and staff who have performed the assessment and cleanup at more than 300 sites throughout Virginia and North Carolina on behalf of petroleum jobbers and convenience store owners. Develop and implement corrective action to remediate soil and groundwater at active and inactive sites. Turnkey design and installation of the fixed and mobile remediation systems including dual-phase extraction, soil vapor extraction, in situ bioremediation, pump and treat, chemical oxidation, and source removal through excavation.

Underground Storage Tank (UST) Removal/Replacement Programs, US Postal Service (USPS) Richmond District, VA. Project Manager of a task order contract from the USPS's Facilities Service Office to perform various projects related to storage tank systems located at USPS facilities throughout the Richmond District. During the two-year contract period, Apex performed approximately 24 tasks, including evaluation and upgrade of petroleum storage tanks to meet federal and Virginia performance standards, removal, and replacement of UST systems, installation of aboveground storage tanks (ASTs), installation of vapor recovery systems, and training of USPS personnel concerning equipment operations and maintenance.

Petroleum Storage Tank Program, Virginia Department of Environmental Quality (VDEQ), VA. State-lead Program Manager of a team of project managers and staff who implement tasks under DEQ's state-lead contract for over 25 years providing assessment and remediation of petroleum-impacted sites. Apex has been awarded and successfully completed more than 650 tasks on behalf of DEQ at a variety of affected properties. Tasks have included emergency response and spill cleanup, initial abatement measures, site characterization, and corrective action.

Site Characterization and Environmental Assessment, VA, MD. Field Team Leader that performs compliance audits, which include chemical storage, spill plans, SARA Title III reporting, stormwater management, and potable water supply. Performed environmental compliance activities related to the divestiture of multiple industrial facilities in Virginia and Maryland, including potable water supply permitting, Spill Prevention, Control, and Countermeasure (SPCC) development, chemical storage tank compliance, stormwater discharge permitting and stormwater pollution prevention plan development, and process air emissions compliance assessment. Developed an in situ closure plan for an unpermitted solid waste management facility in West Point, Virginia, and implemented the plan in accordance with VDEQ directives. Participated in the development of a Form 2F individual permit application for stormwater discharge associated with a major chemical manufacturer in Richmond, Virginia. Field Team Leader responsible for the collection of groundwater, surface water, soil boring, and surface soil samples associated with a variety of environmental investigations in Virginia.

Paul Cole

Project Manager

Experience

20 Years

Education

BA Environmental Studies, Lynchburg College, 2012

Accreditation

Certified Stormwater Management Inspector No. SWIN0603, VDEQ

Certified Responsible Land Disturber No. RLD11108

Powered Industrial Truck (Forklift) Operator Safety Training

Permit Required Confined Space Initial Training

First Aid/CPR

10-Hour OSHA Construction Training

40-Hour OSHA HAZWOPER Safety Training

8-Hour OSHA HAZWOPER Safety Training Refresher

Paul Cole has over 20 years of experience in the landscaping and land management field and 12 years of experience performing stormwater best management practice (BMP) inspections, maintenance and repairs. Paul specializes in green infrastructure, including but not limited to bio-filtration practices, infiltration trenches, green roofs, permeable pavement, and underground stormwater management facilities. He has managed stormwater-related projects for municipal, commercial, residential, industrial, and federal clients in the Metro DC region.

General Experience

Stormwater Maintenance and Repairs | George Mason University (GMU), Fairfax & Manassas, Virginia. Perform routine maintenance on various stormwater facilities including stormwater detention basins, retention basins, extended detention basins, bio-retention basins, as well as a variety of underground facilities. Maintenance includes quarterly visits to maintain vegetation, remove sediment, trash and debris, clear control structures and trash racks, and treat invasive vegetation. Repairs include, removing excess sediment, repairing erosion, stabilizing bare soils, installing river stone and riprap inlet protection, and repairing damaged concrete pipes and structures. All work is documented in work completion summary reports including photologs of before and after work is performed.

Annual Contract for Bio-Retention Inspection, Maintenance and Repair, Northern Virginia Community College (NVCC), Virginia. Prepared pricing for bid. Phase I consisted of repairs including rip rap channel installation/restoration, spillway additions, berm installation and planting schedule restoration. Consulted with NVCC staff on site specific needs and recommended comparable plant substitutions. Developed and altered corrective action repairs and retrofits to facilities in order to restore compliance. Prepared work plan documents and maintenance schedule. Oversee and train foremen, laborers and subcontractors. Prepared reports and invoices in accordance with contract requirements. Responsible for preparing proposals for non-routine maintenance as needed. Implemented additional maintenance visits to ensure aesthetic qualities in highly visible areas.

Stormwater Services, Prince William County Public Schools, Woodbridge, Virginia. Perform maintenance and inspections of large inventory of aboveground and underground BMPs. Aboveground facilities include bioretention, vegetated swales, infiltration trenches, detention/retention ponds, and permeable pavement. Underground facilities include Stormtech systems, underground detention systems, Contech Stormfilter systems, ADS bayfilter systems and rain cisterns. Work includes routine quarterly maintenance of all aboveground BMPs and as needed maintenance of underground facilities including filter replacement, CCTV investigations, cleaning and sediment removal, and routine inspections.

Annual Contract for Vegetated BMP Maintenance, Inspection, Repair, Arlington County, Arlington County, Virginia. Prepared pricing for bid. Trained and supervised subcontractor crew to adhere to Arlington County's strict maintenance requirements. Trained new foreman and coordinated with subcontractors, inspected newly added facilities and those requiring non-routine maintenance repairs. Provided regular progress reports to client, including spreadsheet comments, photo reports, and any urgent repair needs. Maintained client relations, scheduled work, and prepared non-routine maintenance proposals, oversaw repair projects, prepared invoices and tracked project financials. Performed additional non-routine repairs to privately owned facilities as directed by Arlington County. Trained crew on how to handle uncooperative homeowners. Developed protocols for minimizing confrontation with homeowners. Scheduled periodic meetings with subcontractors to discuss growth and quality of work/areas needing improvement. Projects consisted of maintaining and repairing bio-retention basins, tree filters, infiltration trenches, vegetated swales, permeable pavement, and wetlands. Locations included various Arlington County Government buildings including schools, parks, libraries, police stations, community centers, and maintenance facilities. Received significant additional work from Arlington County

Department of Parks and Recreation repairing stormwater infrastructure at various locations along the Washington and Old Dominion Trail, and other parks throughout Arlington County.

City of Alexandria, Alexandria, Department of Transportation and Environmental Services, Alexandria VA. Project Manager – Provided pricing and proposals for as needed investigation and maintenance to various types of aboveground and underground BMPs including hydrodynamic separators, underground detention facilities, sand filters, Contech Stormfilter facilities, and ADS Bayfilter facilities. Responsible for restoring facilities previously neglected by lack of or inadequate maintenance. Aboveground facilities include bio-retention basins, detention ponds, vegetated swales, permeable pavement, and tree filters. Underground facility repairs include structure cleaning and filter replacement. Aboveground facility repairs include plant installation, sediment trash and debris removal, tree removal, underdrain flushing and CCTV, riprap installation, erosion repair, and full facility rebuilds. All work documented in work completion report with photolog of before and after work is performed.

Annual Contract for Fairfax County LID Facility Maintenance, Fairfax County, Fairfax County, Virginia. Supervised foremen and crew chiefs, coordinated with subcontractors, inspected newly added facilities and those requiring non-routine maintenance repairs. Provided regular progress reports to client, including spreadsheet comments, photo reports, and any urgent repair needs. Maintained client relations, scheduled work, and prepared non-routine maintenance proposals, oversaw repair projects, prepared invoices and tracked project financials. Scheduled meetings with subcontractors to discuss growth and quality of work/areas needing improvement. Projects consisted of maintaining and repairing bio-retention basins, tree filters, infiltration trenches, vegetated swales, and green roofs. Locations include Fairfax County buildings such as schools, parks, libraries, police stations, and maintenance facilities.

Stormwater Services, DC Department of Public Works (DCDPW), Washington, DC. Performed inspections, maintenance and repairs on large inventory of BMPs, which include Stormcepters, Stormfilters, sand filters, bio-retention basins, infiltration trenches, vegetated filter strips and others. Repairs and maintenance activities include replacement of fabric layer, replacement of stone layers, installation of entire planting schedules, control structure repairs, cleanout/underdrain repairs, non-native and invasive plant identification and removal, sediment and trash removal, plant health assessment and pruning with ASTM standards. Coordinate with DCDPW staff to track work orders, completion reports, invoices and compliance documents. Work with vendors to find replacement grates for old (often discontinued) stormwater structure dimensions.

Underground and Aboveground Maintenance and Repairs of Stormwater Facilities, Various Municipal and Private Sector Clients, Virginia and Maryland. Responsible for preparing detailed work scope, cost estimating and management of various projects consisting of the maintenance of various types of underground BMPs, as well as aboveground BMPs such as permeable pavement facilities, detention basins, retention ponds, bio-retention basins, etc. These facilities require regular maintenance to ensure proper function and compliance with local and federal regulations. Provide services to correct deficiencies indicated by periodic municipal inspections. Repairs include trash rack repair/replacement, energy dissipater device replacement, filter mount repair, manhole/grate replacement. Responsible for contacting inspectors for clarification on corrective action needed and obtain relevant drawings/as-builts of facilities if available. Provide clients with maintenance cost and schedule to keep facilities in compliance to avoid potential future violations.

United Airlines Dulles International Airport (IAD), Sterling, VA. Project Manager – Manage the stormwater aspect of our compliance services to United Airlines. Oversee stormwater BMP maintenance and inspections. Schedule and manage storm drain cleaning, stormwater basin maintenance, underground Contech Stormfilter maintenance, oil water separator cleaning and trench drain cleaning on a regular and as-needed basis. Manage surface cleaning of the various waste accumulation areas, airport ramps and United Airlines fueling station. Schedule and escort subcontractors onto flight operations area as needed to perform necessary environmental support projects.

Alvin Ferguson

Project Manager

Experience

12 Years

Education

BA Environmental Studies, University of Lynchburg, 2010

Accreditation

VADEQ Certified Stormwater Inspector, SWIN0805

OSHA Confined Space Training

40-Hour OSHA HAZWOPER Certification

Powered Industrial Truck Operator

8-Hour OSHA Confined Space Certification

VDEQ Stormwater Inspector

CPR and First Aid Certified

Lawrence "Alvin" Ferguson has over 10 years of experience in the stormwater and environmental industry, complemented by more than 20 years in landscaping services. His background includes environmental remediation, monitoring well injections and sampling, hazardous waste management, emergency and spill response, and stormwater management across commercial, residential, industrial, and municipal sectors. He has held roles such as staff scientist, foreman, operator, superintendent, and assistant project manager on a wide range of stormwater and environmental projects, and now serves as a Project Manager for Apex. In addition, Alvin has five years of local government experience supporting the implementation and enforcement of Municipal Separate Storm Sewer System (MS4) permits. He brings strong technical knowledge and hands-on expertise in stormwater regulation, construction, and sampling.

Project Experience

Virginia Department of Transportation, VDOT, Northern Virginia. Stormwater Basin Management and Inspections – Enforced VDOT construction standards to ensure and maintain a safe operation. Worked on turnkey assessment, inspection, repair and maintenance services for around 400 VDOT owned or operated stormwater basins and underground BMP structures including Fairfax, Arlington, Loudoun and Prince William Counties. The contract includes the following phases: Stormwater Facility Initial assessment, Annual Stormwater Basin and BMP Regulatory Inspections, Routine Maintenance, Minor Repair and Major Repair, Retrofit or Restoration. Assessments include field inspections, photographic documentation and collection of GPS data for each basin/BMP.

Stormwater Maintenance, Fairfax County Low Impact Development (LID) Facilities, Fairfax County, Virginia. Assistant Project Manager/Site Supervisor - Managed routine maintenance service on approximately 200 LID facilities including bioretention ponds, vegetated swales, green roofs, treebox filters, infiltration trenches and permeable pavers. Managed non-routine maintenance of LID facilities including complete restoration of bioretention ponds, treebox filter and permeable pavers. Also managed non-routine maintenance of stormwater BMP facilities. Services included the fabrication and installation of trash racks and BMP plates as well as installation of concrete aprons and wing walls, regrading of pond basins and stabilization of disturbed areas. Managed structural maintenance of underground detention facilities. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, repair of damaged structures, erosion repairs and vegetation removal.

AECOM – Bio-Retention Restoration/Planting/Repairs. Assistant Project Manager/Site Supervisor – Performed two maintenance events to control unwanted/invasive vegetation prior to re-planting the facilities with approximately 5,000 plantings. Downspouts were retrofitted to prevent erosion and. Apex stripped and converted approximately 3,000 SF of turf to plant ground cover on side slopes of bio-retention along high traffic building corridor.

Annual Contract for NVCC Bio-Retention Inspection, Maintenance and Repair, Northern Virginia. Assistant Project Manager/Site Supervisor - Phase I consisted of repairs including rip rap channel installation/repairs, spillway addition, berm installation and planting schedule restoration. Consult with NVCC staff on site specific needs and recommended equal plant substitutions. Implemented corrective action repairs and retrofits to facilities in order to restore compliance. Executed work plan documents and maintenance schedule. Oversee Apex laborers and subcontractors. Prepare reports in accordance with contract requirements.

Annual Contract for Fairfax County Porous Pavement Cleaning, Fairfax County, Virginia. Assistant Project Manager/Onsite Supervisor – Responsible for coordinating with facility staff to minimize impact on facilities' daily operations. Visited sites before and after hours of operation to secure work areas as needed. Performed and oversee all preventative and restorative maintenance performed. Updated tracking spreadsheets via cloud to allow real time tracking

of maintenance operations. Locations include various Fairfax County Government buildings such as schools, libraries, police stations, parks, and maintenance facilities. Responsible for managing schedule and oversight of Apex maintenance crews and subcontractor vac truck maintenance crews. Prepare reports for routine maintenance events throughout the year.

Stormwater BMP Maintenance • Arlington County Public (APS) Schools, Arlington, Virginia. Performed inspection and maintenance on above ground and underground BMPs located at APS properties including bioretention facilities, green roofs, Filterra Bioretention units, Stormceptors, StormFilters, and various underground detention facilities. All work was conducted during school hours under direct supervision of APS maintenance staff without any disruption to school activities. Worked on completion reports and Arlington County inspection forms with photographic documentation to be submitted to the APS for submittal to comply with local regulations and MS4 permit. Inspected and performed routine maintenance activities on Apex constructed bioretention planter boxes at several school properties to serve as additional BMPs. The bioretention planter boxes were to provide additional stormwater treatment to account for impervious surface added to schools where temporary trailers were installed. Apex notified APS of deficiencies observed during maintenance and subsequently provided cost estimates.

Christopher Willett CESC, LEED GA

Crew Foreman

Experience

16 Years

Education

BS Environmental Sustainability, George Mason University

Graduate of the Institute of Applied Agriculture, University of Maryland

Accreditation

Certified Stormwater Management Inspector, VA State Water Control Board

Certified Erosion and Sediment Control Inspector (CESC), VA State Water Control Board

Provisionally Certified Stormwater Management Plan Reviewer, VDEQ

LEED Certified Professional (LEED GA), United States Green Building Counsel

40-Hour OSHA HAZWOPER Safety Training

8-Hour OSHA HAZWOPER Safety Training Refresher

CPR/AED/First Aid

Certified Confined Space Supervisor/Entrant/

Attendant

Christopher Willett is a senior project manager with 16 years of experience responsible for managing the construction and maintenance of hundreds of stormwater management best management practice (BMP) facilities. Chris is also responsible for preparing proposals, scopes of work, managing and vetting subcontractors, as well as developing and managing operating budgets for an array of clients in the industrial and commercial sectors.

General Experience

Stormwater Inspection and Management, Bank of America, Washington, DC. Project manager responsible for developing multiple scopes of work to inspect and maintain various stormwater management facilities in dozens of properties located throughout the DC metropolitan area. Duties include hiring and vetting subcontractors and third-party providers to perform the necessary scope. Provided client with comprehensive completion reports detailing the inspection results and identifying any necessary maintenance.

Stormwater Management Facility Maintenance, Costco Wholesale, Washington, DC. Project manager responsible for plan review to determine types of existing stormwater management facilities for numerous Costco properties throughout the DC metropolitan area. Responsible for developing a scope of work to restore existing stormwater facilities in compliance with the manufacturer's design specifications. Hiring and vetting subcontractors. Provided comprehensive reporting detailing work performed and necessary action items.

Stormwater Management Program, District of Columbia Department of Public Works (DC DPW), Washington, DC. Project manager responsible for designing and implementing an annual stormwater management facility inspection and maintenance program for the DC DPW. Reviewed existing plan sets and as-built drawings to determine necessary scope of work for dozens of different stormwater management BMPs. Additional duties included: provided subcontractor oversight, record keeping and report writing and invoicing.

Public Storage, Self-Storage Company, Washington, DC. Project manager responsible for developing multiple scopes of work to inspect and maintain various stormwater management facilities in dozens of properties located throughout the DC metropolitan area. Duties included hiring and vetting subcontractors and third-party providers to perform the necessary scope. Provided client with comprehensive completion reports detailing the inspection results and identifying any necessary maintenance.

Stormwater Management Facility Maintenance, Windy Run Streambank Restoration, Arlington County Department of Environmental Services, Arlington, Virginia. Managed the site investigation to determine extent of erosion and vegetative cover. Developed a scope of work to restore eroded areas and stabilize denuded areas, with a native plant population, along streambank. Responsible for ordering and scheduling delivery, as well as coordinating the installation of approximately 2,000 plants. Responsible for oversight of Apex personnel and subcontractors during multiple installations. Prepared completion report for submission to Arlington County's Watershed Planner.

Underground Detention, Alexandria City Public Schools, Alexandria, Virginia. Manager worked with Alexandria City Public Schools personnel to develop a systematic BMP inspection and maintenance program for numerous locations throughout the municipality. Provided technical oversight for stormwater management facility design compliance. Responsible for developing, communicating and executing an inspection and maintenance schedule that was conducive to Alexandria City Public Schools availability.

Cook Lake Dredge, City of Alexandria, Alexandria, Virginia. Project manager collaborated with the client to develop the necessary scope of work to remove 800 cubic yards of sediment from Lake Cook forebay. Responsible for developing proposals and hiring subcontractors. Oversight of Apex personnel and subcontractors during excavation. Provided comprehensive documentation and record keeping detailing the excavation, hauling and handling of sediment deposition throughout the project. Prepared completion report for submission to City of Alexandria Water Quality Compliance Specialist. Received Letter of Appreciation from the City of Alexandria acknowledging Apex's professionalism, consistent communication, and overall attention to detail throughout the project.

Stormwater Management Facility Maintenance, Town of Leesburg, Virginia. Managed the inspections and maintenance for hundreds of privately owned underground stormwater management facilities throughout the Town of Leesburg. Coordinated scheduling and the necessary scope of work with Town of Leesburg personnel and subcontractors. Performed annually since 2023. Responsible for assembling and submitting completion reports, over a hundred per year, summarizing the work performed at each location. Successfully managed projects totaling over $418,000.

Erosion and Sediment Control, George Mason University, Fairfax and Manassas, Virginia. Managed and designed dozens of sediment and erosion control projects for George Mason University (GMU) on numerous campuses. Worked with GMU personnel to determine areas of concern and a necessary scope of work for each specific project. Managed scheduling, material ordering, subcontractor vetting, hiring and oversight, as well as providing completion reports summarizing the work performed. Successfully managed numerous projects totaling over $250,000.

Stormwater Management Facility Inspection and Maintenance, Equity Residential, Washington, DC. Responsible for managing the inspection and maintenance of all the stormwater management facilities within this property management company's Washington D.C. metropolitan area portfolio. Collaborate with Equity personnel, annually, to determine a necessary scope of work that fits the client's budget for that year. Coordinated scheduling with subcontractors, Apex personnel, and onsite point of contact for dozens of premier apartments and office buildings throughout the Washington D.C. metropolitan area. Managed projects totaling over $250,000 since 2021.

RFP V.B.3. Continued

Relevant Project Experience

Stormwater Structure Maintenance | James Madison University (JMU)

Harrisonburg, VA

Currently contracted to assist JMU in the maintenance of stormwater BMPs that require maintenance to comply with regulatory/permit and manufacturer requirements. These BMPs will typically require at a minimum annual inspection (currently conducted by JMU staff) to ensure proper working order and compliance with applicable local and state regulations. Observation made during annual inspections may warrant the need for maintenance including the removal of accumulated sediment and debris to restore proper function of the BMPs. JMU staff notifies Apex when their inspection indicates that maintenance is required. Apex then provides a proposal and cost estimate using the current contract (UCPMJMU0676) rates to JMU for approval. Once approved, Apex schedules the work and once completed provides a completion report including photographs and recommendation for any additional maintenance and/or repairs (if necessary). Apex has conducted the following work scope during the current contract renewal period.

Multiple Hydrodynamic Separator Units (Stormcepter CDS, Vortechs : Maintenance included the use of a vactor/jet truck and confined space entry crew to remove accumulated sediment and debris from the Stormcepter units and cleaning of the interior of the system with pressurized water and inspection of the unit. All removed material was hauled off and disposed of at an approved facility. The location of some of the units required special attention to access including scheduling during while school was not in session, and the use of traffic control.

StormFilter unit maintenance (BC-11, BC-12, EC039, BC027, MC018, etc.). Maintenance included the use of a vactor/jet truck and confined space entry crew to remove sediment and debris from the StormFilter units and associated structures, and the filter media was removed from all of the existing cartridges. The empty filter cartridges were cleaned and returned to the manufacturer. All removed sediment, filter media and debris collected were disposed of at an approved offsite facility. After the structures were cleaned and the existing filter cartridges were removed, new filters, procured from the manufacturer, were installed.

Filterra Bioretention Boxes (BC006, BC007, BC008, BC021, BC033, BC034, EC015, EC029, EC030, EC031, EC040, EC041 and WC007): Maintenance included removal of accumulated sediment, trash and debris from the surface of each unit, inspection of the Fitlerra structures and associated outlet/overflow structures for damage and the condition of the plant(s) and pruned as necessary, installation of new hardwood shredded mulch on the surface of each filter unit, and disposal of all removed sediment and debris collected at an approved offsite facility.

In addition, Apex cleaned an oil/water separator located at the University Services Building to remove accumulated sediment and sludge from the bottom of the tank. All fluids and sludge were pumped from the tank and hauled offsite to an approved facility for disposal. The inside of the tank was pressure washed and photographs were submitted with a completion report.

Upon completion of all maintenance activities, Apex provided JMU with a report including photographs and recommendations for additional maintenance or repairs as necessary.

RFP V.B.3. Continued

BMP Inspection-Maintenance | Virginia Tech (VT)

Blacksburg, Virginia

Apex scheduled and confirmed work dates with VT personnel, and equipment and personnel were mobilized to the site to complete inspection and maintenance services. On an annual basis, Apex has inspected multiple manufactured BMPs including continuous deflection separation (CDS) structures, hydrodynamic separators, underground filtration and treatment devices (StormFilter® systems), biofilters, underground detention units, bioretention systems.

During the inspection, accessible portions of the BMPs were assessed to determine condition, maintenance requirements, and repairs that may be needed. Site drainage infrastructure including inlets and catch basins, manholes, swales, channels, trench drains, and other stormwater structures were inspected to determine condition. As part of the inspection of the manufactured BMPs, Apex also completed routine maintenance of 14 bioretention systems (Filterra® systems) and one biofilter that included removal of debris/old mulch and installation of fresh mulch in each system.

Based on the inspection and assessment of manufactured BMPs, VT contracted with Apex to provide required maintenance and cleaning of the BMPs including CDS structures, hydrodynamic separators, StormFilter® systems including media cartridge replacement, and underground detention systems across VT's campus. Materials removed during maintenance were disposed of offsite properly.

Permeable Pavement Maintenance | University of Virginia (UVA)

Charlottesville, Virginia

Apex scheduled and confirmed work dates with UVA personnel, and equipment and personnel were mobilized to the site to complete inspection, maintenance, and testing services. On an annual basis, Apex has inspected and cleaned/restored permeable pavement areas located across UVA's campus including the baseball field parking, Facilities Maintenance Lot, Lambeth Commons, Leake Building, Skipwith Hall and Patios, Student Remembrance Garden, The Rotunda, Thornton Plaza, Amphitheater, and Wilson Hall. Permeable pavement maintenance has included preventative and restorative maintenance. Permeable pavement areas maintained have included over 2,000 square yards (SY) of porous pavement (concrete/asphalt) and approximately 5,000 SY of permeable pavers. Maintenance was completed using Apex's Stormwater Utility Vac (SUV) equipment for preventative and restorative cleaning. During restorative maintenance and deep cleaning events, Apex's SUV is equipped with an infiltration restoration device that combines high pressure water with suction of a vactor truck to remove deeply embedded sediment, debris and clogged joint material. Materials removed during the maintenance were disposed of offsite properly. During restorative maintenance of the pavers, Apex also provided and installed replacement joint aggregate to fully restore infiltration. Following maintenance, Apex provides infiltration testing of each area to measure surface permeability of the cleaned pavement and determine if infiltration rates were acceptable.

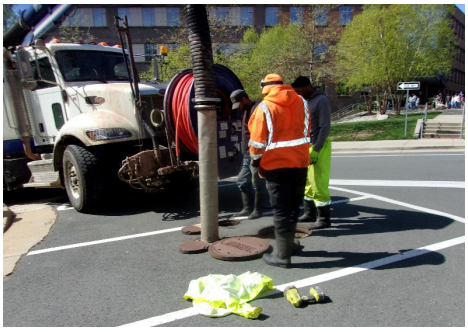
RFP V.B.3. Continued

BMP Inspection-Maintenance | George Mason University (GMU)

Fairfax, Virginia

Apex scheduled and confirmed work dates with GMU personnel, and equipment and personnel were mobilized to the site. Confined space entry of structures was performed as required. At the continuous deflection separation (CDS) Structure on Sandy Creek Way, access was gained through manhole access covers. A visual inspection of the separation cylinder was conducted for floatable pollutants and oil sheen, noting the presence of floatable pollutants but no oil sheen. The sediment level in the sump storage was gauged, recording an average depth of 62 inches. Sediment and debris were removed from the separation cylinder, inlet flume, and sump storage using a hydraulic vacuum truck, and the material was hauled and disposed of at an offsite disposal facility.

At the Jellyfish Filter in the Global Lane Parking Lot, access was also gained through a manhole access cover. A visual inspection of the maintenance access wall (MAW) sump was performed for floatable trash, debris, and oil sheen, noting leaf/mulch debris and a minor oil sheen. The cartridge deck was inspected for standing water, with none found inside or outside the backwash pool weir. The sediment level in the MAW sump was gauged, recording an average depth of 18 inches. Filter cartridges were removed and inspected, noting sediment accumulation on the filtration tentacles. All filter cartridges were rinsed to remove the accumulated sediment. Sediment and debris were removed from the MAW sump using a hydraulic vacuum truck, and the material was hauled and disposed of at an offsite disposal facility. A Completion Report was prepared with photographic documentation of the inspection.



CDS maintenance

CDS maintenance

CDS maintenance

Jellyfish maintenance

Jellyfish maintenance

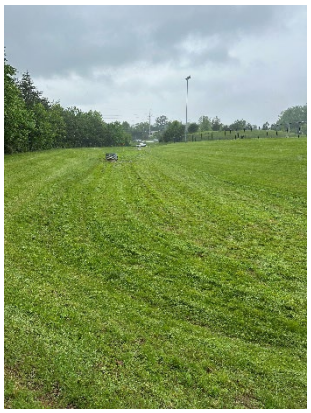
Jellyfish maintenance

RFP V.B.3. Continued

BMP Inspection-Maintenance | George Mason University (GMU)

Fairfax, Virginia & Manassas, Virginia

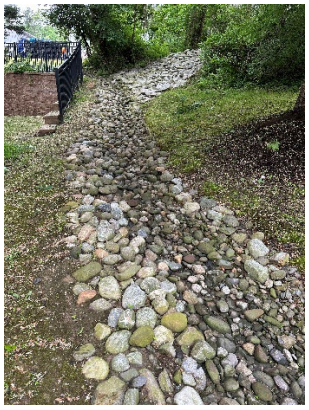
Apex schedules quarterly visits and confirms work dates with GMU personnel. Equipment and personnel are mobilized to the site quarterly. Apex removes trash and debris from each of the six stormwater detention/retention basins, four at FFX Campus and two at the Manassas Sci-Tech Campus. Subcontractors with specialized mowing equipment mow the basins and remove unspecified vegetation. Inlets and outlets are cleaned of debris and woody vegetation growing in riprap areas and on dam embankment is removed. The control structures were inspected, and the trash racks/overflow devices were cleaned of sediment and debris. Bare areas are seeded and stabilized to prevent erosion and maintain proper vegetative cover. All work is documented in a work completion summary report including photologs of before and after photographs.



Basin Mowing

Trash Rack Cleaning

Dam Embankment Clearing



Riprap Channel Cleaning

Inlet Maintenance

Control Structure Cleaning

RFP V.B.3. Continued

BMP Repairs | George Mason University (GMU)

Manassas, Virginia

At the request of the client, GMU, Apex scheduled a site visit to assess deficiencies noted by GMU's stormwater inspector. Apex identified significant erosion and sediment deposition in a rain garden and determined that a natural spring was causing a permanent water pool and saturation within the facility. In addition to the deficiencies, the existing design plans specified a pea gravel border which was reportedly constantly washing out and migrating to the ponding area of several of the BMPs. Apex proposed removing excess sediment, stabilizing bare soil with mulch, and increasing the size of the border stone to 1- to 3-inch river stone. To address the saturation in one facility, Apex recommended adding an additional line of river stone down the center of the facility to help dissipate the steady flow of water and prevent mulch washout and confirm work dates with GMU personnel. All work is documented in work completion summary reports including photologs of before and after photographs.

Before repairs

Border stone displacement

Facility saturation

After Repairs

New center line of river stone

Facility stabilized with mulch/stone

Stormwater Program Management | Loudoun County Underground Stormwater Maintenance

Loudoun County, Virginia

Apex managed structural maintenance of underground detention facilities including various types of detention structures, filtration devices, hydrodynamic separators, and sand filters. Services included OSHA confined space entry, removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, inspection/replacement of StormFilters, repair of damaged structures, erosion repairs and vegetation removal.

RFP V.B.3. Continued

FY24 Phase I, Underground Stormwater Maintenance, Facility BC70 | Loudoun County
Ashburn, Virginia

For the StormFilter maintenance, equipment and personnel were mobilized to the site. Apex performed confined space entry of the structure. Sediment and debris were removed from cartridge bay #2 and the pretreatment bay structure using a hydraulic vacuum truck. The cartridge media was inspected and found to be in good condition. A completion report was provided, including photographic documentation.

Before sediment/debris removed from structure

Before sediment/debris removed from structure

Before sediment/debris removed from structure

After sediment/debris removed from structure

Stormwater Maintenance | Fairfax County Low Impact Development (LID) Facilities

Fairfax County, Virginia

Apex was the primary contractor from September 2015 to 2019 and is currently the secondary contractor on this contract, performing routine maintenance services on approximately 200 LID facilities at various locations throughout the county. Maintenance performed included plant pruning, weeding, mulching, reseeding, replanting, watering, erosion repair, sediment/debris removal, and underdrain flushing. Apex's in-house crews perform non-routine maintenance and structural maintenance on LID facilities when requested. Non-routine services include complete restoration of tree box filters, bioretention ponds, and previous pavement; installation of new underdrains; placement of new filter media, stone, mulch, and plants; and installation of trash racks, BMP plates, concrete aprons, and wing walls. Non-routine services include confined space entries by OSHA confined space certified personnel.

RFP V.B.3. Continued

2015–2019 Routine Green Infrastructure Maintenance | Fairfax County Department of Public Works and Environmental Services

Fairfax County, Virginia

During our time as prime contractor for Task #2 Green Infrastructure, Apex provided routine maintenance to over 180 tree filter BMPs and over 170 bio-retention BMPs. Routine maintenance included sediment, trash and debris removal, vegetation pruning and assessment, invasive and noxious weed removal, cleaning of inlet/outlet protection stone, and repairs to the facilities to correct deficiencies and replace vegetation. After each visit, Apex provided maintenance reports summarizing work performed, employee names, contract number, purchase order number, asset ID numbers, facility ID number, address, dates of service, and itemized costs for each line item. Apex communicated any deficiencies or required repairs quickly to Fairfax County personnel to ensure timely corrective action was taken.

Bio-retention inlet protection

Bio-retention overall view

Dual unit Filterra tree box filter

Filterra flow dissipator stone

Single unit Filterra tree box filter

Bio-retention with signage

Turnkey Stormwater Management | Virginia Department of Transportation (VDOT)

Northern Virginia District (Fairfax, Loudoun, Prince William Counties)

Apex is currently contracted by VDOT to provide turnkey management services for over 600 stormwater management basins and other surface BMPs and 105 underground BMPs in Loudoun, Fairfax, Arlington and Prince William Counties. The scope of work includes:

- Annual SWB/BMP inspections conducted by trained and certified stormwater inspectors. Based on the qualitative evaluation of the individual assessment parameters, an Overall Rating is established for each SWB/BMP. Apex then establishes a VDOT Maintenance Priority Rating based on the individual parameters and Overall Rating to establish a priority value for performing maintenance. Upon completion of the field inspections, Apex updates the VDOT database including the data generated from the inspection activities, GPS and photographic data.

RFP V.B.3. Continued

- Routine maintenance of all VDOT-owned/operated SWBs/BMPs. Annual BMP routine maintenance includes management oversight, removal of accumulated sediment and debris using a vactor truck and confined space entry crew and proper disposal of any waste/material. Routine maintenance of SWBs and other above ground BMPs are conducted on an annual basis and include debris and litter removal, sediment removal and disposal onsite, vegetation control to include herbaceous and woody vegetation removal, pesticide operations for invasive or noxious plant species, rodent control or mosquito control, re-vegetation of denuded areas in accordance with VDOT requirements. All routine maintenance operations are itemized in detail regarding the necessary resources with photographs documenting before and after conditions. All such documentation and a detailed report summarizing the completion of activities per SWB/BMP are submitted to VDOT for each SWB/BMP undergoing routine maintenance as part of the database updated and submitted monthly.
- Corrective maintenance/ repairs of BMPs are conducted as deemed necessary as required by VDOT based on BMP inspection findings and ratings. Repairs include such activities as dewatering operations, grading, excavation of accumulated sediment, disposal operations of sediment including contaminated sediments offsite at approved facilities, scour repair, riprap replacement/refurbishment, major repairs including pond structure replacement and retrofit operations (embankment, riser structure and spillway barrels, etc.). All repairs, retrofits, or restorations are completed by Apex's in-house construction crews and documented with detailed reports including before and after photographs and updated status entered into the VDOT database
- Upon notification of VDOT of additional facilities being added to the program, Apex enters new inventory data into the database, conducts initial GIS Mapping of the new facility, an annual assessment and routine maintenance in a timely manner.

Stormwater Management Program | Arlington Public Schools

Virginia

Apex has been contracted to assist with the implementation of a Stormwater Management Program since 2012. Specifically, our team conducts routine inspection and maintenance to the stormwater BMPs located at the public-school properties. These include underground detention, bioretention, Filterras, green roofs and proprietary manufactured BMPs (Jellyfish, Stormfilters, Downstream Defender).

We conduct the required maintenance items at each property, as required, to comply with regulatory/MS4 permit requirements. Apex team members provide scopes of work and associated cost estimates, based on the previous maintenance work conducted at these locations and our review of associated plans provided by the county. Our scope prescribes routine inspection and maintenance for the referenced BMPs that will help ensure continued function and compliance status with local and state regulations. After maintenance has been completed, Apex provides a completion report for each property including photographs and recommendation(s) for additional work required, if necessary. The scope of work and annual cost for each BMP or property is revised annually to reflect observed conditions during the most recent maintenance event. This way, we increase or decrease our efforts accordingly to provide the most cost-effective approach while ensuring proper BMP functionality. When deficiencies are identified, Apex conducts investigations and provides repairs to existing stormwater-related facilities. This includes removal of obstructions and repair of clogged/damaged stormwater piping/infrastructure including relining using shotcrete and CIPP CCTV inspection of stormwater piping to assess the current condition and need for repair/replacement, and retrofitting/restoration of existing BMPs and associated structures (trash racks, access manholes, proprietary filter cartridge replacement, etc.).

RFP V.B.3. Continued

We have also conducted the installation/construction of stormwater bioretention planters at school properties where temporary classroom trailers have been installed to comply with MS4 permitting requirements. The 6-foot x 6-foot planters were constructed of pressure-treated lumber, EPDM liners and associated underdrain piping, gravel, soil media, and plants per approved design plans. To date, Apex has installed eight bioretention planters at four properties.

MS4 Phase II Stormwater Management Program | Stafford County Public Schools

Stafford County, VA

Apex is contracted to assist Stafford County Public Schools (SCPS) with the implementation of a Stormwater Management (SWM) Program. The process was designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and the State Water Control Law.

Apex reviewed the existing program and prepared a report summarizing the status of the SCPS SWM Program which was used to communicate proposed changes to the current SWM Program and summarizes activities planned for the next reporting cycle (the final report of the current permit cycle). The SWM Program is in the form of six minimum control measures known as BMP's as required by the VPDES General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems. These BMPs are Public Education and Outreach on Stormwater Impacts; Public Involvement/Participation; Illicit Discharge Detection and Elimination; Construction Site Stormwater Runoff Control; Post-Construction Stormwater Management in New Development and Redevelopment; and Pollution Prevention/Good Housekeeping for Municipal Operations. These key BMPs were included in the Annual Report and MS4 Program Plan that Apex has completed and submitted to SCPS and VDEQ. The Program Plan includes information tables of all SCPS's stormwater basins, outfalls, biorention, other BMPs, and procedures for IDDE inspections, Dry Weather Screening, Construction Inspection Procedures, etc. Apex is currently assisting SCPS with their recent EPA Audit by providing response assistance and answers.

Working with the Science Coordinator, SCPS integrate their public involvement and participation by incorporating classroom and extracurricular assignments and activities with the Standards of Learning Curriculum Framework. Educators are provided with specific examples of unit activities and coursework to meet the requirements of the specific BMP. Selected schools have coordinated with local chapters of the Boy Scouts of America to label specific drains.

Apex reviewed and modified portions of the existing Stafford County Ordinance on illicit discharges to satisfy the requirement of the existing requirements for SCPS. A Trimble GPS unit was utilized to locate the structural BMPs, their outfalls, and the surface waters they discharge into. Once the data was collected, a geodatabase was created. Stormwater inspections for all BMPs and outfalls were completed and submitted to SCPS as a report. Inspections give SCPS a list of BMPs that require repairs and maintenance. Apex has conducted repairs of stormwater BMPs at some of the high schools.

Apex assists SCPS with a review of maintenance contracts on all new construction. Contracts are required to maintain all vegetation and remove excess silt and debris at the request of SCPS for an agreed upon time period. Stafford County assumes maintenance responsibilities with the expiration of the warranty. Apex assists SCPS with prioritizing BMP maintenance and budget estimates.

RFP V.B.3. Continued

BMP Maintenance, Repairs and Construction, Prince William County Public Schools (PWCS)
Prince William County, Virginia

Apex performs routine maintenance to various BMPs throughout Prince William County on a quarterly basis. Facilities include but are not limited to bio-retention basins, infiltration trenches, Filterra tree filters, stormwater detention basins, and vegetated swales. Apex works in close coordination with the PWCS stormwater program manager and school staff at each site to schedule maintenance visits with minimal impact on daily operations. Apex is responsible for identifying deficiencies at PWCS BMP facilities and addressing them promptly to minimize repair costs and comply with MS4 permit requirements. Repairs include replanting, invasive and noxious plant removal, trash and debris removal, mulching, facility re-builds, and new facility construction

2023–2025 Freedom High School Bio-Retention/Native Plant Garden/Outdoor Classroom Installation, PWCS
Woodbridge, Virginia

Apex was tasked with installing a bio-retention basin, native plant garden, and outdoor classroom at Freedom High School (PWCS Center for Environmental and Natural Sciences). Apex installed a bio-retention basin between the classroom trailers to maximize student exposure to the BMP. A native plant garden with bench seating and walking trail was installed in front of the school at main entrance. Lastly, an outdoor classroom with bench seating and outdoor whiteboard was installed adjacent to the school greenhouse to create an outdoor learning space for students and teachers. Apex coordinated with County and school staff to design the areas, and Apex installed them over a period of 3 years utilizing grants and various funding sources.

During new bio-retention construction

After new bio-retention construction

Native plant garden at entrance

Crushed stone walkway at native garden

Outdoor classroom

Outdoor classroom with white board

RFP V.B.3. Continued

Stormwater Maintenance, Construction and Repairs | Fairfax County

Fairfax County, VA

Apex is currently contracted to perform routine inspection/maintenance service on approximately 350 LID facilities at various locations throughout the county. These facilities include bioretention ponds, vegetated swales, green roofs, treebox filters, infiltration trenches and permeable pavement. Our team inspects the facilities before and after maintenance activities to ensure they are functioning as designed. Typical routine maintenance performed includes plant pruning, weeding, mulching, reseeding, replanting, watering, erosion repair, sediment/debris removal, paver maintenance, and underdrain flushing.

Apex's crews perform non-routine inspection/maintenance on LID facilities when requested. Non-routine services include complete inspection/restoration of treebox filters, bioretention ponds, and permeable pavement. Restoration activities for treebox filters and bioretention ponds include the removal and disposal of the existing plants/vegetation, mulch and filter media, and flushing or replacement of underdrains if required. Restoration also includes the installation of new underdrains, placement of new filter media, stone, mulch, and plants per design specifications.

We perform structural inspection/maintenance of publicly maintained underground detention stormwater management facilities. Non-routine services include confined space entries by OSHA confined space certified personnel for inspection and removal and disposal of accumulated sediment/debris via hydraulic jet/vac trucks, clearing low flow orifice blockage, repair of damaged structures, erosion repairs, and vegetation removal.

Apex also performs non-routine inspection/maintenance on stormwater BMP facilities. Non-routine services include the fabrication and installation of trash racks and BMP plates as well as concrete aprons and wing walls, regrading of the pond basin and stabilization of disturbed areas at various detention ponds.

The contract requirements include coordination with county inspectors, onsite supervision of crews, preparation of completion reports with photographic documentation, and uploading of the reports to the Fairfax County database. Our routine and non-routine inspection/maintenance activities not only ensure that the facilities are functioning properly but also reduce potential future costs for extensive repairs and/or replacement of the structures.

In conjunction with the LID contract, Apex was awarded a porous pavement cleaning contract in 2017. We perform preventative maintenance of porous asphalt/concrete and interlocking pavers three times annually. The asphalt/concrete surfaces are maintained using a focused, high-suction debris vacuum. The interlocking porous pavers are cleaned using a debris vacuum at a low level of operation so it will not remove the gravel. The restorative cleaning is conducted on an annual basis, depending on the condition of the pavers. Apex works closely with County staff to abide by Fairfax County noise ordinances.

Stormwater and Bio-retention Services | City of Alexandria

Alexandria, Virginia

Apex performed inspections and routine/non-routine maintenance on various stormwater BMPs. BMPs included stormwater planters, bio-retention basins, permeable pavement facilities, stormwater detention ponds, and underground facilities. Work included bio-retention restoration, plant removal/installation, mulching, sediment removal, soil stabilization, riprap installation, large tree removal, permeable pavement restorative maintenance, and bio-retention complete rebuilds, Underground work includes cleaning and maintenance of corrugated metal pipe (CMP) underground detention facilities, hydrodynamic separators, bayfilters, StormFilters, and sand filter rebuilds.

RFP V.B.3. Continued

2025 Charles Beatley Central Library, Bio-retention Rehabilitation and Rebuild, City of Alexandria
Alexandria, Virginia

Apex was tasked with rehabilitating six neglected bio-retention BMPs and completely rebuilding one failing bio-retention BMP. Apex provided work scope to the City of Alexandria to repair deficiencies at the site and restore facilities to their as-built design specifications. Apex coordinated work dates and staging areas with the City as well as library staff to minimize impact on library operations. Rehab scope included removing dead/sick and unspecified vegetation, removing sediment buildup to restore proper elevations, flushing and CCTVing all underdrains, inlets, outlets and control structures, installing over 4,000 new plants, installing new 3-inch mulch layer, and stabilizing side slopes and surrounding areas. Re-building scope included excavation of all filter media and existing underdrain system, installing trench box due to depth of facility, installing new underdrain and filter media layers per design specifications, installing plants and mulch according to as-built planting schedule, and watering plantings during summer season to ensure plant survival.

Control structure

New plants installed

Facility re-build

Side slope stabilization

Inlet protection stone cleaned

New plants installed

RFP V.B.4. 4. Offeror Data Sheet, included as Attachment A to this RFP.

The completed Offeror Data Sheet is presented on the following page.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years 38 Months 0

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Virginia Department of Transportation	21+ years	4975 Alliance Drive Fairfax, VA 22030	Ashley Peoples 703.638.6337
Arlington Public Schools	14+ years	2770 S. Taylor Street Arlington, VA 22206	Tanner Prime 703.228.7740
Fairfax County	11+ years	10635 West Drive Fairfax, VA 22030	Karlee Copeland 703.877.2859
Arlington County	6+ years	2100 Clarendon Blvd. Arlington, VA 22201	Christine Simpson 703.477.9499
George Mason University	14+ years	4400 University Drive, MS1E4 Fairfax, VA 22030	Erich Miller 703.993.9698
Prince William County Schools	17+ years	PO Box 389 Manassas, VA 20108	Julius Williams 703.791.8352

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

   Apex Companies, LLC - 9700 Capital Court, Suite 100, Manassas, VA 20110

   With support from:

   Apex Companies, LLC - 203 Wylderose Court, Midlothian, VA 23113

   Apex Companies, LLC - 7724 Garland Circle, Roanoke, VA 24019

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [X] NO
   IF YES, EXPLAIN:

RFP V.B.5. 5. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

The completed Small Business Subcontracting Plan is presented on the following pages.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _Apex Companies, LLC_____ **Preparer Name:** _Andrea Heller_____

Date: _3/16/2026____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X___

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X__

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No__X__

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X__

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

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ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _Stormwater Structures Maintenance RFP# JBM-1249_ Date Form Completed: _3/16/2026_____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

Apex Companies, LLC — Firm

9700 Capital Court, Suite 100, Manassas, VA 20110 — Address

Andrea Heller/703.675.7055 — Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Five Star Septic 45910 Transamerica Plaza, Sterling, VA 20166	Patricia Goins 571.839.7884	836501	Septic/Vactor Services		
Broad Run Contracting 42650 Trade W Dr Sterling, VA 20166	Blair Hansen 703.433.2000	680885	General Construction/Labor Services		
Swerda Inc. 1210 S Glebe Rd Unit 40867 Arlington, VA	Joseph R. Swerda 703.618.8632	820925 (pending)	Vactor Services		
Ground Max Environmental LLC 4231 Buckskin Lake Drive Ellicott City, MD 21042	Darryl White 410.720.4536	N/A	Labor and Maintenance/Landscaping services		

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

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RFP V.B.6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

Apex has performed work at the following VASCUPP Member Institutions within the last twelve (12) months:

VASCUPP Member	Amount of Sales in Past 12 Months
George Mason University, Fairfax, VA	$367,329
James Madison University, Harrisonburg, VA	$165,561
Virginia Tech, Blacksburg, VA	$54,720
University of Virginia, Charlottesville, VA	$42,634

RFP V.B.7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

Apex is pleased to present our rates as outlined in the RFP below.

	Normal Working	Emergency Hours
Services		
Principal	$260.00/hour	
Certified Safety Professional/Sr. Project Manager	$225.00/hour	
Environmental Engineer/Professional Geologist	$205.00/hour	
Project Manager	$200.00/hour	
Equipment Manager	$95.00/hour	
Responsible Land Disturber	$150.00/hour	
Staff Geologist	$95.00/hour	
Environmental Scientist	$85.00/hour	
Draftsperson/ CADD Operator	$90.00/hour	
Field Technician	$80.00/hour	
Administrative/Documents Manager	$75.00/hour	
Supervisor	$150.00/hour	
Laborer	$80.00/hour	
Vacuum Truck and operator services	$275.00/hour	Daily Mobilization Fee: $0
Confined Space Entry cost per crew (2 crew members)	$225.00/hour	Daily Mobilization Fee: $0
Liquids Hauling Charge	$0.50/gallon	
Solids Hauling Charge	$2.25/gallon	
Pressure Wash Fee	$125.00/event	
Equipment		
Trackhoe	$1,620/day	
Mini Excavator	$950.00/day	
Backhoe	$600.00/day	
Skid Steer	$600.00/day	
Single-axle dump	$700.00/day	
Tandem Axle Dump Truck	$900.00/day	
Service truck (4 hour minimum)	$250.00/day	
CCTV Equipment with Trailer	$3,000.00/day	
Dewatering Pump {6"} and Hoses	$600.00/day	
Chipper	$700.00/day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	$140.00 per ton	
Class I Rip Rap	$95.00 per ton	
Clearing and Grubbing Crew cost per crew (4 crew members)	$375.00per hour	Daily Mobilization Fee: $0
Erosion Control Mat with Staples	$150.00 per roll	
Soil and water analysis {standard turnaround)		
-characterization	$1250.00 ea	
-Total petroleum hydrocarbon (TPH)	$200.00 ea	
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)	$150.00 ea	

JAMES MADISON UNIVERSITY

Request for Proposal

RFP# JBM-1249

Stormwater Structures Maintenance

February 17, 2026

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSAL
RFP# JBM-1249

Issue Date: **February 17, 2026**

Title: **Stormwater Structures Maintenance**

Issuing Agency: **Commonwealth of Virginia**
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 17, 2025 for Furnishing The Services Described Herein. (See Special Terms & Conditions "D. Late Proposals")

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, SUBMITTED IN eVA, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Juan Becerra Martinez, Buyer Senior, Procurement Services, becer2jx@jmu.edu; 540-568-3130; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.
In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____

_____

_____

By: _____
(Signature)

Name: _____
(Please Print)

Date: _____ Title: _____

Web Address: _____ Phone: _____

Email: _____ Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
☐ YES; ☐ NO; *IF YES* ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY***: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # JBM-1249

TABLE OF CONTENTS

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide campus-wide stormwater structure maintenance for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 24,000 students and 3,000 faculty and staff. There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: http://www.jmu.edu.

The campus spans over 785 acres, including 31 acres located off-campus, and comprises 160 buildings. Stormwater structure maintenance through various seasons/weather conditions is a primary concern for the facilities management department.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

James Madison expects this solicitation to result in a comprehensive contract for cleaning, maintenance, restoration, and repair of campus stormwater structures and best management practices.

JMU does not guarantee any designated amount of orders from this contract. Purchases between contractors awarded will be at the discretion of the University.

A. SPECIFIC REQUIREMENTS

1. The Contractor shall perform cleaning, maintenance, restoration, and repair of campus stormwater structures and best management practices to include, but not limited to, bioretention filters, riparian buffers, conserved open space, sand filters, various manufactured BMP systems (i.e. CONTECH StormFilter, Stormcepter, Filterra units, bioretention systems), oil-water separators, underground storage vaults, piping, tanks and structures, surface impoundment areas, drop inlets, open drainage channels, streams, catch basins, manholes, outfalls, dry and wet ponds, pond control structures, etc. There may be an occasional need to perform general excavation, patching, and repairing.

2. Contractor shall supply all materials, labor, supervision, and documentation required to complete work.

3. Class A Contractor's License is required. Include a copy of Class A License within proposal.

4. All subcontractors must be approved by the University project manager and stormwater coordinator.

5. Contractor shall comply with all applicable federal, state, local, and University regulations when performing this work. Contractor shall follow the JMU Facilities Management Design and Construction Guidelines document for any work on campus.

6. Confined space entry and hot work may be required as part of this work.

   i. Hot Work

      a. All work involving, but not limited to, welding, brazing, soldering, grinding and other applications that can produce sparks or flame capable of initiating fires shall meet the following safeguards:

         01. Before hot work can begin in a non-designated location, a completed hot work permit prepared by the project manager is required. Based on local conditions, the project manager must determine the length of the period, not to exceed 24 hours, for which the hot work permit is valid.

         02. The following conditions must be confirmed by the project manager before permitting the hot work to commence:

      b. Atmospheric testing must be performed before work may begin in confined spaces or other areas where a combustible atmosphere may exist. If combustible elements in the atmosphere cannot be eliminated then hot work may not take place.

      c. Contractor is expected to have atmospheric testing equipment available, In the event of an emergency; the JMU Power Plant may be available to assist.

      d. Equipment to be used (e.g. welding equipment, shields, personal protective equipment, fire extinguishers) must be in satisfactory operating condition and in good repair.

      e. The floor must be swept clean for a radius of 35 ft if combustible materials, such as paper or wood shavings are on the floor.

      f. Combustible floors (except wood on concrete) must be (#1) Kept wet or be covered with damp sand (note: where floors have been wet down, personnel operating arc welding or cutting equipment shall be protected from possible shock)., or (#2) Be protected by noncombustible or fire-retardant shields.

      g. All combustible materials must be moved at least 35 ft away from the hot work operation. If relocation is impractical, combustibles must be protected with fire-retardant covers, shields or curtains. Edges of covers at the floor must be tight to prevent sparks from going under them, including where several covers overlap when protecting a large pile.

      h. Openings or cracks in walls, floors, or ducts within 35 ft of the site must be tightly covered with fire-retardant or noncombustible material to prevent the passage of sparks to adjacent areas.

      i. If hot work is done near walls, partitions, ceilings, or roofs of combustible construction, fire-retardant shields or guards must be provided to prevent ignition.

j. If hot work is to be done on a wall, partition, ceiling, or roof, precautions shall be taken to prevent ignition of combustibles on the other side by relocating combustibles. If it is impractical to relocate combustibles, a fire watch on the opposite side from the work must be posted.

k. Hot work must not be attempted on a partition, wall, ceiling, or roof that has a combustible covering or insulation, or on walls or partitions of combustible sandwich-type panel construction.

l. Hot work that is performed on pipes or other metal that is in contact with combustible walls, partitions, ceilings, roofs, or other combustibles must not be undertaken if the work is close enough to cause ignition by conduction.

m. Fully charged and operable fire extinguishers that are appropriate for the type of possible fire shall be available immediately at the work area. These extinguishers should be supplied by the group performing the hot work. The fire extinguishers normally located in a building are not considered to fulfill this requirement.

n. If hot work is done in proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. During hot work, special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems (for example, special extinguishing systems or sprinklers).

o. Nearby personnel must be suitably protected against heat, sparks, and slag.

p. It is the contractor's responsibility to perform all required tasks.

01. A fire watch shall be maintained, by the contractor, during all phases of hot work and for at least 60 minutes after completion of hot work operations in order to detect and extinguish smoldering fires.

q. The fire watch's only responsibility is to observe the work area where the hot work is being performed. The fire watch shall not perform any other tasks during this time.

r. Depending on the situation, multiple fire watches may be needed for one job.

01. The project manager shall inspect the job site 60 minutes following completion of hot work and close out the permit with the time and date of the final check.

02. The area will continued to need to be monitored for 3 hours after the 60 minute fire watch is complete. It will be up to the employee's discretion as to how often they check the area. Considerations should be given to the type of fire detection and suppression equipment available in the building as well as to the surroundings that the work was performed in.

03. These procedures are intended to compliment and/or exceed all OSHA required actions.

7. Work may include other environmental projects as required by the University.

8. Contractor shall have sufficient resources to work multiple jobs at the same time.

9. The job foreman and project manager or project lead, if the same person is serving in both capacities, must be fluent in English and be present on the job site during all work.

10. The University reserves the right to specify precisely the types of materials to be utilized.

11. Any wastewater from maintenance operations should be captured by the contractor and disposed of appropriately according to state and federal laws and regulations. NO wastewater should be discharged to any stormwater structure, stormwater conveyance, or to any waterbody.

12. Normal working hours shall be Monday through Friday, 7:30 AM – 4:00 PM. If work must be completed during non-working hours, prior authorization must be given by the University project manager.

B. DESCRIBE STATEMENTS: Address the following statements within the proposal.

Offeror Must Provide a Response to the Following Questions to be Considered.

1. Describe your approach and ability to provide excellent customer service throughout the term of the contract, to include mobilization of the contractor's management and work staff to meet the needs stated herein. Include how your firm will provide excellent customer service on fast turn-around projects to include mobilization of a crew if your firm is not in close proximity to the University.

2. Fully describe the qualifications, capabilities, and experience of your firm, in particular, providing stormwater structure maintenance, to include your firm's size and number of employees and any pertinent/related certifications.

3. Provide an organizational chart indicating which individuals or positions have knowledge of a contract with the University and the degree which each person would be responsible to the University account. Include names of project managers and supervisors.

4. Describe the experience your firm has with provisions of similar services to comparable institutions. These may be term contracts or one time purchases.

5. Provide a statement that indicates whether your firm has been subject to OSHA inspections by State and/or Federal agencies and the results, including citations, if any.

6. Provide information regarding any contract that an institution, agency, or company that chose not to renew with your firm in the last five years, including the reason the contract was not renewed.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

ELECTRONIC OR PAPER SUBMISSIONS MAY BE ACCEPTED FOR THIS PROPOSAL. INSTRUCTIONS BELOW FOR OFFEROR'S CHOSEN METHOD (A. ELECTRONIC SUBMISSION or B. PAPER RESPONSE).

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:

   a. **ELECTRONIC SUBMISSION**:

      i. ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Emailed responses will not be accepted.** Please see below, "eVA Procurement Website and Registration" for additional information on registration. It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. In the event of any technical difficulties, Suppliers shall contact the eVA Customer Care Center at 1-866-289-7367 or via email at eVACustomerCare@DGS.virginia.gov.

      ii. eVA Procurement Website and Registration The Commonwealth's procurement portal, eVA, located at http://www.eva.virginia.gov, provides information about Commonwealth solicitations and awards. Suppliers shall be registered in eVA in order submit a proposal to this RFP. To register with eVA, select "Register Now" on the eVA website homepage, http://www.eva.virginia.gov. For registration instructions and assistance, as well as instructions on how to submit proposals and accept orders please select "I Sell to Virginia". Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

      iii. Electronic Responses submitted through eVA shall be in WORD format or searchable PDF of the entire proposal, INCLUDING ALL ATTACHMENTS. PDFs must be submitted in an unlocked format. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

   b. **PAPER SUBMISSIONS:**

      i. **One (1) original** and **One (1) copy** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with V.4.e. below.

      ii. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with Section V.4.f. below.

      iii. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

iv. See additional information in Section VIII.C, *IDENIFICATION OF PROPSAL ENVELOPE*.

2. Should the proposal contain **proprietary information**, **provide one (1) redacted copy of the proposal** and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked *"Redacted Copy"* on the front cover. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

   No other distribution of the proposal shall be made by the Offeror.

3. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

4. Proposal Preparation

   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

   b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

   c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

   d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence

will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror' proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Marking an entire proposal as confidential or attempts to prevent disclosure of pricing information by designating it as confidential, proprietary or trade secret will be ignored.**

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required. (Electronic signature shall be accepted, i.e. Adobe Sign, DocuSign, etc.)

2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.

5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of $100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

		Points
1.	Quality of products/services offered and suitability for intended purposes	25
2.	Qualifications and experience of Offeror in providing the goods/services	20
3.	Specific plans or methodology to be used to perform the services	30
4.	Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5.	Cost	15
		100

B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that

offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at http://www.jmu.edu/procurement or a copy can be obtained by calling Procurement Services at (540) 568-3145.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at http://www.jmu.edu/procurement). 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, sexual orientation, gender identity, 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. *(§6 of the Rules Governing Procurement*).

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

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

    a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at http://www.jmu.edu/procurement*).

2. To Subcontractors:

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

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

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

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

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

K. PRECENDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

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

1. The parties may agree in writing to modify the 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.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with§ 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at http://www.jmu.edu/procurement) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability: $100,000

3. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: $1,000,000 combined single limit. (*Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.*)

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

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

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

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

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $500 per order.

   b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at $1,500 per order.

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

3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror | Due Date | Time

_____

Street or Box No. | RFP #

_____

City, State, Zip Code | RFP Title

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent via email directly to the Procurement Officer listed on the signature page of this solicitation or by Fax to 540/568-7935.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu .**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu** . When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with

the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807 or swamreporting@jmu.edu** .

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any

services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

Q. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

T. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety, and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

U. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to

the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

W. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name:_____ Subcontractor Name:_____

License # _____ Type _____

X. EXCAVATION PERMIT: No digging, boring, or post driving is allowed on University property without prior written approval of the Physical Plant Engineering Office and the Telecommunications Office. Approval requires obtaining a JMU Excavation Permit with signatures from both offices a minimum of five days prior to excavation. In addition, any work within a City of Harrisonburg right-of-way requires a Permit from the City Engineer's office. The Permit(s) must be available for inspection at the job site during the excavation process. Failure to comply with these requirements will result in work shutdown, repair of damages by the Contractor, and may result in a fine, contract termination, and/or default. Information may be obtained by contacting Miss Utility.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at: http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to https://usa.visa.com/support/small-business/regulations-fees.html and for questions https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf.

Contractor shall indicate pricing for items on the following list and add any goods or services to this list deemed pertinent. Any additional items added to the pricelist shall be highlighted.

The contractor shall be responsible for the itemization and break down of all quotes and invoices based on pricing provided in the PRICING SCHEDULE.

	Normal Working	Emergency hours
Services		
Principal	per hour	
Certified Safety Professional/Sr. Project Manager	per hour	
Environmental Engineer/Professional Geologist	per hour	
Project Manager	per hour	
Equipment Manager	per hour	
Responsible Land Disturber	per hour	
Staff Geologist	per hour	
Environmental Scientist	per hour	
Draftsperson/ CADD Operator	per hour	
Field Technician	per hour	
Administrative/Documents Manager	per hour	
Supervisor	per hour	per hour
Laborer	per hour	per hour
Vacuum Truck and operator services	per hour	Daily Mobilization Fee:
Confined Space Entry cost per crew (#___crew members)	per hour	Daily Mobilization Fee:
Liquids Hauling Charge	per gallon	
Solids Hauling Charge	per gallon	
Pressure Wash Fee	per event	
Equipment		
Trackhoe	per day	
Mini Excavator	per day	
Backhoe	per day	
Skid Steer	per day	
Single-axle dump	per day	
Tandem Axle Dump Truck	per day	
Service truck (4 hour minimum)	per day	
CCTV Equipment with Trailer	per day	
Dewatering Pump {6"} and Hoses	per day	
Chipper	per day	
Other Direct Costs		
Provide & install replacement backfill (compacted clay)	per ton	
Class I Rip Rap	per ton	
Clearing and Grubbing Crew cost per crew (#___crew members)	per hour	Daily Mobilization Fee:
Erosion Control Mat with Staples	per roll	
Soil and water analysis {standard turnaround)		
-characterization		
-Total petroleum hydrocarbon (TPH)		
-Benzene, toluene, ethylbenzene, and xylenes (BTEX)		

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

Attachment F: SWaM Sub-contractor Reporting Template

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years_____ Months_____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

_____

_____

_____

_____

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the CODE OF VIRGINIA, SECTION 2.2-3100 – 3131?
   [ ] YES [ ] NO
   IF YES, EXPLAIN:_____

_____

_____

_____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than $3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at http://www.sbsd.virginia.gov/ (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____ Date Form Completed:_____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
for this Proposal and Subsequent Contract

Offeror / Proposer:

_____	_____	_____
Firm	Address	Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, a SWaM Sub-contractor Reporting Form shall be submitted to swamreporting@jmu.edu)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No._____

This contract entered into this_____day of_____20____,by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From_____ through_____

The contract documents shall consist of:

(1) This signed form;

(2) The following portions of the Request for Proposals dated _____:
- (a) The Statement of Needs,
- (b) The General Terms and Conditions,
- (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (d) List each addendum that may be issued

(3) The Contractor's Proposal dated _____and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
- (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By:_____	By:_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
Title:_____	Title:_____

ATTACHMENT D

Zone Map

Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1	**Zone 2**	**Zone 3**
George Mason University (Fairfax)	James Madison University (Harrisonburg)	University of Virginia (Charlottesville)
Zone 4	**Zone 5**	**Zone 6**
University of Mary Washington (Fredericksburg)	Christopher Newport University (Newport News) College of William and Mary (Williamsburg) Norfolk State University (Norfolk) Old Dominion University (Norfolk)	Virginia Commonwealth University (Richmond) Virginia State University (Petersburg)
Zone 7	**Zone 8**	**Zone 9**
Longwood University (Farmville)	Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	University of Virginia - Wise (Wise)

YOU MAY CUT OUT THIS TEMPLATE & ATTACH TO YOUR ENVELOPE IF MAILING

Cut Here

_____
Vendor Name

_____
Vendor Mailing Address

_____
Vendor's City, State & Zip

JAMES MADISON UNIVERSITY
PROCUREMENT SERVICES, MSC 5720
ATTN: Juan Becerra Martinez
752 OTT STREET, WINE PRICE BUILDING
HARRISONBURG, VA 22807
(or 22801 if using "Courier Service i.e. UPS, Fed-Ex, etc.)

SEALED PROPOSAL RESPONSE (If responding by mail or courier)
RFP NO: JBM-1249
DATE DUE: 03/17/2026 @ 2:00 p.m.

Response Checklist:

- ☐ Completed RFP (Answered questions on the statement of needs section, Pgs. 1-4 and completed Pricing Schedule, Pg.21-22)
- ☐ Signed form on second page of RFP titled "*REQUEST FOR PROPOSAL"*
- ☐ Completed Attachment A– Offeror Data Sheet
- ☐ Completed Attachment B – SwaM Utilization Plan
- ☐ Acknowledge Receipt of Addenda (if applicable)

JAMES MADISON UNIVERSITY

February 23, 2026

ADDENDUM NO.: ONE
TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# JBM-1249**
	Dated:	**February 17, 2026**
	Commodity:	**Stormwater Structures Maintenance**
	RFP Closing On:	**March 17, 2026 at 2:00 p.m.** ***(Eastern)***

Please note the clarifications and/or changes made on this proposal program:

1. A nonmandatory site visit has been scheduled for Tuesday, March 3rd at 1:30 PM. Attendees must register with Juan Becerra Martinez at becer2jx@jmu.edu to arrange parking and a meeting site prior to the close of business (5:00 PM) on Monday, March 2nd, 2026.

2. See attached Stormwater BMP Map_2025. For more information on the Stormwater management facilities.

Signify receipt of this addendum by initialing *"Addendum #1"* on the signature page of your proposal.

Sincerely,

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)

MSC 5720
752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of
PROCUREMENT SERVICES
540.568.3145 Phone
540.568.7935 Fax

Stormwater Management Facilities

Stormwater BMP Map_2025

Stormwater Management

- Bioretention (Rain Garden)
- Detention Basin (Underground/Dry Pond)
- Green Roof
- Manufactured Devices (HDS, OWS, Stormfilter, Filterra)
- Land Use Change
- Permeable Pavement
- Rainwater Harvesting
- Retention Pond/Wet Pond
- Sand Filter
- Stream Restoration

Emma Enright

May 2025

0 0.05 0.1 0.2 0.3 0.4 Miles

N

S. Main Facility

R10

UPark

Stormwater BMP Map_2025

There are many different types of stormwater Best Management Practices (BMP's). Some are designed to deal with water quantity and store stormwater runoff and release at a slower rate to reduce downstream flooding and erosion, while others are designed more for water quality and filter out potential pollutants that drain through the practice. And then there are some that do both! The following is a quick summary of stormwater BMP's that can be found on JMU's campus.

1. Bioretention filters, more commonly known as rain gardens, are constructed treatment areas that slowly release collected stormwater runoff and filters gathered pollutants naturally through plants, plant roots, mulch and bioengineered soil media. There are over 40 bioretention filters of various sizes located on JMU's campus.

2. Detention, or dry ponds, are constructed to provide general flood protection, collecting stormwater runoff and releasing it downstream at a slower rate helping reduce possible flooding downstream. There are 13 detention ponds located on JMU's campus.

3. Detention ponds can also be constructed underground in vaults and work the same as above ground, and generally go unnoticed. Most are a collection of concrete vaults, and there are 6 underground detention systems located on JMU's campus.

4. Green, or living roof, is a constructed roof with vegetation and soil media planted over a waterproof membrane. In addition to reducing the amount of runoff leaving a property, this practice also has additional benefits such as thermal reduction and energy conservation. There are two installations on JMU's campus, one of which is a demonstration area at Madison Union and one on the Bioscience building.

5. Hydrodynamic separators are manufactured structures that separates sediment and other pollutants as they flow through the structure. Collected sediment and debris will then need to be removed during maintenance cleanings. There are 13 hydrodynamic separators on JMU's campus.

6. Land use changes, or conservation landscaping, is the process of taking hardscape surfaces or typical "lawns" and changing the type of plants in the area to meadows and/or forests. JMU's East Campus Hillside Project has taken 3.6 acres of turf and made this change. Also throughout campus, vegetation has been allowed to grow adjacent to streams to provide a riparian buffer.

7. Oil/Water separators are an underground tank system installed to collect petroleum products in the case of a large accidental spill, thus preventing the product from getting into our local streams. JMU has three oil/water separators located at fueling facilities and underground fuel tanks.

8. Permeable pavement allows for infiltration of precipitation for hardscapes such as sidewalks, parking lots, and roadways. There is one installation of permeable pavers on JMU's campus located at parking lot A near Wilson Hall.

9. Rainwater harvesting is a process of capturing stormwater runoff and reusing it on-site. JMU has one installation of this practice on campus located at Wayland Hall.

10. Retention, or wet ponds work very similarly to dry ponds except they will have a permanent pool of water. There are two installations of this practice on JMU's campus located on East Campus.

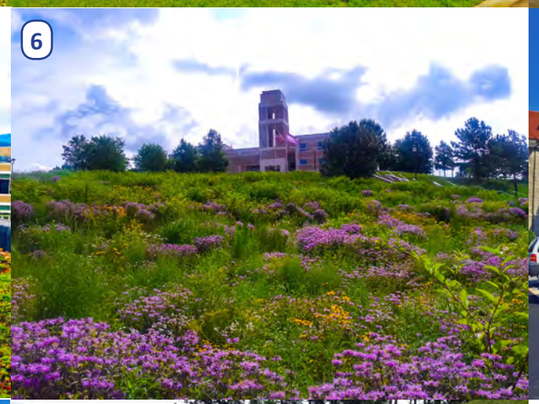
11. Sand filters are another type of infiltration practice that works very similarly to bioretention filters except the media is mainly comprised of sand and the practices are not landscaped with the plants that are part of bioretentions. There is one installation of this practice on JMU's campus located below the UREC turf field.

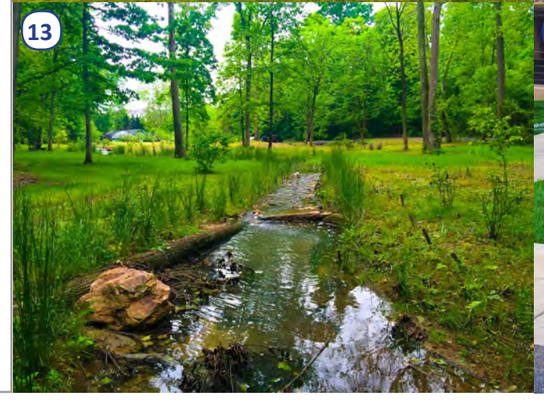
12. Stormfilters are another manufactured filtering device that are installed underground and stormwater is filtered as it flows through the structure. There are 14 stormfilters installed on campus.

13. Stream restoration is the process of re-engineering the stream to include natural design concepts to help ensure bank stabilization and reconnect the stream to the floodplain. JMU has restored approximately 3,700 linear feet of stream through the campus.

14. Tree in a Box is another manufactured practice that basically puts a one-plant rain garden in a storm drain inlet. This will treat the first runoff from a storm event which will typically have the majority of fresh pollutants in the drainage area. There are 13 tree in a box units on campus.

15. Wetlands, or in this case constructed wetlands, are a natural biofilter installed to treat pollutants from stormwater runoff. Several "pocket" wetlands were installed along with the stream restoration work in the arboretum which also allows for additional connection to the floodplain and water storage and filtration during flooding events.





JAMES MADISON UNIVERSITY

March 11, 2026

ADDENDUM NO.: Two
TO ALL OFFERORS:

REFERENCE:	Request for Proposal No:	**RFP# JBM-1249**
	Dated:	**February 17, 2026**
	Commodity:	**Stormwater Structures Maintenance**
	RFP Closing On:	**March 17, 2026 at 2:00 p.m.** ***(Eastern)***

Please note the clarifications and/or changes made on this proposal program:

The following are additional questions/clarifications that were submitted in writing to the university. The responses were provided by the subject matter experts.

1. **Question:** Are there set intervals for maintenance of the campus BMPs or is this on call as needed?

   Answer: Primarily on call as needed. We are working on getting certain BMPs, primarily the manufactured BMPs (Filterras, HDS, Jellyfish, stormfilters, etc.) on a regular maintenance schedule per the manufacturer guidelines.

2. **Question:** Can we review internal BMP inspection reports?

   Answer: Yes, those reports can be provided on an as needed basis.

3. **Question:** Is JMU Grounds Maintenance responsible for mulching BMP beds or is that part of this contract?

   Answer: Typically, our Grounds staff mulch beds every year as a part of regular landscape maintenance work on campus. But it will depend on the BMP location, time of year, scope of maintenance work (ex. replanting versus pretreatment clean up), and the availability of Grounds staff ultimately.

4. **Question:** Please explain compensation for materials such as mulch, plants, trees, cartridges, etc.

   Answer: It is up to the supplier to provide a breakdown of the per-unit cost of the materials in the pricing schedules; it can either be listed as other materials or be submitted in their own categories, depending on supplier classifications such as base rate per linear feet, per

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752 Ott Street, Room 1042
Wine Price Building
Harrisonburg, VA 22807
Office of 540.568.3145 Phone
PROCUREMENT SERVICES 540.568.7935 Fax

cartridge, per sqft, etc. when quoting/invoicing the supplier must provide a breakdown of labor hours and materials quoted/provided to the university.

5. **Question:** Can we develop a schedule for maintenance, e.g. Filterras twice annually as per the manufacturer?

   Answer: Yes, we welcome development of schedules for maintenance of BMPs and we are working on developing one right now, especially for the manufactured BMPs. We cannot guarantee a committee to the schedule(s) proposed as funding for maintenance runs through an approval process internally in our department.

6. **Question:** Can we have copies of the as-built drawings for all of the BMPs?

   Answer: As-builts can be provided as needed to assist with maintenance work. It should be noted that the older BMPs installed between 1990-2012 (circa before DEQ took over the SWM regs) do not have as detailed as-built documentation and some do not have any as-built documentation.

7. **Question:** What kind of maintenance items will be expected from us regarding the retention ponds?

   Answer: Retention pond maintenance would involve mainly vegetative work such as woody plant removal on the embankments, aquatic bench plantings, invasive plant removal in pond buffer areas, etc. Dredging of pretreatment/forebays could also be expected but at a 5–10-year frequency.

Signify receipt of this addendum by initialing *"Addendum #2"* on the signature page of your proposal.

Sincerely,

Juan Becerra Martinez,
Buyer Senior
Phone: (540-568-3130)