

MINIMUM BID SPECIFICATIONS FOR FURNISHING

PETERBILT MODEL 567 CONVENTIONAL CHASSIS

WITH

ULTRA HIGH COMPACTION REAR LOADER BODY

31 CUBIC YARD CAPACITY

It is the intent of these specifications to describe the minimum requirements for a Peterbilt truck chassis with a refuse collection body of rear loading design. The capacity of said body shall be 31 cubic yards exclusive of any loading area. Capacity shall be determined by measuring all available void storage area from the face of the ejector panel in its most forward position in the body rearward to the face of the packer panel in its most forward position.

The omission of any standard feature description shall not alleviate the bidder from the responsibility of furnishing a complete body with all standard equipment of the manufacturer's latest improved model in current production as offered to commercial trade. The body shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

It is required that the unit, as specified herein, shall be completely assembled and adjusted and that all equipment, including standard and optional equipment, be installed on a Peterbilt Model 567 conventional chassis and the unit made ready for continuous operation.

As it is our desire to buy American, bidders using components or parts of other than American manufacture shall so state in their bid.

The bidder shall represent by his bid that all equipment to be furnished under this bid is new and unused. **Delivery date 45 days from date of purchase order..**

All bidders shall attach a statement that the unit offered meets these specifications exactly or list any exceptions fully and accurately.

The following bid specifications are the minimum acceptable specifications, based on economy and usability. **All bids are due on or before September 8th, 2020 at 5:00pm.**

COUNTY REQUIRED PURCHASE DOCUMENTATION

The builder will understand the following conditions that the apparatus will be purchased under. In these contexts, the County of Grayson, Public Works Department is considered to be the (BUYER or COUNTY) and the successful bidder is referred to as the "FIRM".

1. OWNERSHIP OF AGREEMENT

The COUNTY OF GRAYSON (BUYER) reserves the right to terminate or suspend this agreement at any time, with or without cause, by giving 30-day notice in writing to the builder. In the event of termination, the builder providing goods or services pursuant to this procurement shall not be paid for any goods or service rendered or expense incurred after receipt of such notice, except such fees and expenses that can be proved in writing as were incurred prior to the effective date of termination that are necessary for curtailment of the FIRM's work under this contract.

2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specification, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall be vested to the COUNTY OF GRAYSON.

3. NON-DISCRIMINATION CLAUSE

The FIRM shall, in all hiring or employment made possible or resulting from this agreement take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status, or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. HOLD HARMLESS / INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the COUNTY OF GRAYSON and the GRAYSON COUNTY PUBLIC WORKS DEPARTMENT, its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the COUNTY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement. Provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the COUNTY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

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

Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.

Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986.

Complying with federal, state, and local laws and regulations applicable to the performance of the services procured; and

Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act. The FIRM represents that no owner or officer of the FIRM is an elected official of the County, the Authority, or any related governing body, agency, or department thereof.

6. NO WAIVER

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

7. CHOICE OF LAW

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

8. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerting this Contract shall have a jurisdiction and venue only in the Circuit Court of Carroll County, Virginia or in the U.S. District Court, Western District of Virginia.

9. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable

and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

10. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the COUNTY shall be sent to:

Mr. William Shepley
PO Box 217
Independence, Va. 24348

INSPECTION TRIPS & CUSTOMER REQUIRED INFORMATION

The Grayson County Public Works Department (Buyer) is expecting to send up to five (5) representatives to the final manufacturer's facility during the contract period on two (2) occasions with the expenses for this being borne by the successful bidder. Expenses allowed will include commercial airline transportation, all ground transportation from the airport to the manufacturer's facility/motel, etc. as well as meals and room accommodations. The two (2) trips will be as follows:

- A. Prebuild meeting for a thorough review of both the customer's specification as well as the manufacturer's "build-specification". This meeting will take place prior to the final ordering of the chassis to make certain there are no questions that cannot be presented, and changes made as needed. This meeting will be attended by the successful dealer's Project Manager as well as engineering personnel of the apparatus builder. Prior to ordering of the chassis, a revised drawing and a copy of the "final build- specification" will be provided to the customer clearly stating all dimensions, etc. that are relevant to these specifications for comparative purposes.
- B. Final inspection of the completed apparatus. Inspection will include a minimum of one full day at the final manufacturer's facility for an "item by item" inspection as well as operational inspection. At the completion of the inspection, a builder generated list of any needed corrections, etc. will be generated for the customer's review. This list will be properly addressed, and corrections / changes made prior to the apparatus leaving the factory with this list being part of the final delivery paperwork for the customer.

Upon arrival of the chassis at the final manufacturer's facility, the final manufacturer will supply a full set of digital pictures of both the interior and exterior of the chassis to the buyer within ten (10) days of receipt.

EACH BIDDER IS REQUIRED TO COMPLETE EVERY SPACE IN THE BIDDERS RESPONSE COLUMN BY CHECK (X) UNDER YES OR NO TO INDICATE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES AND ALL DEVIATIONS WHATSOEVER MUST BE FULLY EXPLAINED ON A SEPARATE PAGE. FAILURE TO DO SO MAY BE USED AS A BASIS FOR REJECTION OF BID. FAILURE TO DELIVER UNIT AS PROPOSED WILL RESULT IN REJECTION OF UNIT.

SPECIFICATIONS AND STANDARDS

When factory-printed literature, submitted to support the bid, does not indicate compliance with the specifications and your company can meet these specifications by modifications, you must so state in writing that you can meet the specifications and the necessary modifications be listed. Such writing must be submitted at bid opening time as part of your bid. Bidders must state make and model number of the unit they are offering. Bids submitted shall be on the latest current model of equipment meeting specifications.

<u>CHASSIS</u>	<u>BIDDER'S RESPONSE COLUMN</u>		
	YES	NO	
Base Model – Peterbilt Model 567 Conventional			
<u>FRAME AND EQUIPMENT</u>			
10-3/4" steel rails to 355-384"			
3/8" rail thickness full steel inner liner			
Zink coated anticorrosion treated frame rails			
Forward & rear aluminum frame rail crossmembers excludes suspension			
EOF square with steel XMBR			
Omit rear mud flaps & hangers			
<u>FRONT AXLE AND EQUIPMENT</u>			
PACCAR steer axle 20,000 lb, 4" drop			
Taper leaf springs, shocks 20,000 lb			
Power steering reservoir, Frame Mounted w/ cooler			
PHP10 Iron Preset + Hubs			
Greaseable front spring pins			
Bendix air cam front drum brakes 16.5x7 16,000-22,000lb STR or FRT Drive			
Tenneco shocks for Steer axle			
PACCAR wide track IPO STD, front axle			
80 MM front spring spacer blocks			
Long stroke brakes, front axle			
Gusseted cam brackets, steer axle			

Heavy duty cam bushings, steer axle			
REAR AXLE AND EQUIPMENT			
Meritor Rt46-160 46,000 Lb			
Php10 Iron Preset+ Hubs			
Long Stroke Parking Brakes Drive Axles			
Refuse Service Brakes, Steer And Drive Axles			
Rear Brake Camshaft Reinforcement			
Lube Pump, Drive Axle(S)			
Gusseted Cam Brackets, Drive Axle(S)			
SBM Valve			
Stability System Not Selected Or Not Available			
Anti-Lock Braking System (Abs) 6s6m			
Synthetic Axle Lubricant All Axles			
Bendix Air Cam Rear Drum Brakes 16.5x8.6			
Diff Lock Tandem Axles With Speed Interlock Ratio 4.10 Rear Axle			
Hendrickson Hmx460 46,000 Lbs, 54" As Haulmax 60k Creep Rating			
Shock Absorbers For HMX Suspension			
ENGINE AND ENGINE EQUIPMENT			
PACCAR MX-13 510@1600 GV@2200 1850@1000 (2017 Emissions)			
Engine Idle Shutdown Timer Disabled			
EFF EIST NA Expiration Miles			
Enable Reserve Speed Drive Cycle Limit			
Effective VSL Setting NA			
Typical Operating Speed 65 MPH			
MX Retarder State Cruise Control On (latch mode engine parameter)			
2017 EPA Emissions Engine			
Cruise Control On			
(Latch Mode Engine Parameter) Powertrain Optimized for Service Includes Frequent Start and Stop Cycles			
PTO Stationary – Cab Mounted Switches & Accelerator			
Powertrain Protect – Torque Limiting (PACCAR MX)			
Enable MX Retarder Auto Retard (Engine Parameter)			
Decline Driver Performance Assistant			
Engine Monitoring Protection – Derate (PACCAR			

MX)			
N162 75...Maximum Accelerator Pedal VE			
N006 75...Max Cruise Speed (N006)			
N052 650...Idle Target (N052)			
N015 NO...Enable MX Retarder in Neutral			
N019...DELAY IN Engine Brake Activation			
N013 4...Downhill Speed Limiter Vehicle			
N001 16...MINIMUM SPEED TO TURN CRUISE			
N003 19...MINIMUM CRUISE CONTROL SPEED			
N002 19...MIN SPEED TO AUTOMATICALLY T			
N039 ON...ALLOW MULTI-TORQUE ONLY WHEN			
N187 5.....TIMER SETTING NON-PTO MODE W			
N188 5.....TIMER SETTING NON-PTO MODE W			
N185 40...LOW AMBIENT TEMPERATURE OVER			
N184 80...HIGH AMBIENT TEMPERATURE OVER			
N186 5.....TIMER SETTING WHEN IN PTO MO			
N190 YES...RESET EIST TIMER BASED ON EN			
N071 ON...FIC ENABLE/DISABLE (N071)			
N072 1900..MAXIMUM FAST IDLE CONTROL EN			
N078 ON...PTO MODE DISABLED W/ CLUTCH REMOTE PTO & THROTTLE PROVISION			
12-PIN CONNECTOR ON ENGINE HARNESS			
CARB ENGINE IDLING COMPLIANCE			
ENGINE BRAKE CONTROLS LOC ON RH COLUMN			
N101 ON...PTO MODE DISABLED W/ SERVICE			
N079 ON...PTO MODE ABLE ONLY W/ PARK			
N080 1...PTO VEHICILE SPEED LIMIT			
N087 0...RPM SET POINT (N087)			
N089 ON...PTO MODE ENABLE ONLY W/ TRAN			
N086 2000...MAXIMUM ENGINE SPEED DURING			
N110 ON...ENABLE SET POINT W/ SET/ACCE			
N191 NO...OVERRIDE EIST TIMER BASED ON			
N193 0.....EXPIRATION DISTANCE (N193)			
N197 YES...ENABLE ACCELERATOR PEDAL RES			
N198 YES...ENABLE SERVICE BRAKE RESET			
N199 YES...ENABLE CLUTCH PEDAL RESET			
N200 YES...ALLOW EIST TIMER OVERRULES I			
N163 0.....MAXIMUM CYCLE DISTANCE (N163)			
N169 0.....EXPIRATION DISTANCE (N169)			
N170 155...STANDARD MAXIMUM SPEED LIMIT			
N106 650...MINIMUM ENGINE SPEED DURING			
N179 YES...ENABLE PARK BRAKE RESET			
N173 0.....RESERVE SPEED OFFSET (N173)			
N182 30...COOLANT TEMPERATURE OVERRULE			

N219 0.....OFFSET MODE (N219)			
N224 2.....MAXIMUM VEHICLE SPEED BONUS			
N227 -2.....MAXIMUM VEHICLE SPEED PENALTY			
N246 4.....MINIMUM VEHICLE SPEED FOR DS			
N247 1.....LOWEST GEAR THAT DSA WILL BE			
N248 6.....HIGHEST GEAR THAT DSA WILL BE			
N076 2000..MAX ACCELERATOR CONTROLLED E			
N307 OFF...CAB ACCELERATOR ACTIVE IN RE			
PACCAR 160 AMP ALTERNATOR, BRUSHED			
IMMERSION TYPE BLOCK HEATER 110-120V PLUG LOCATED CENTER LH U/C			
PACCAR STARTER 12V			
3 PACCAR PREMIUM 12V DUAL PURPOSE Batteries, 2190 CCA			
BATTERY JUMPER TERMINALS MTD ON REAR SIDE OF BATTERY BOX			
2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS			
WABCO 25.9 CFM AIR COMPRESSOR - (MX)			
COMPRESSION BRAKE, MX			
PACCAR FUEL FILTER/WATER SEPERATOR EXTENDED SERVICE INTERVAL			
HIGH EFFICIENCY COOLING SYSTEM			
12 V HEAT FOR FUEL FILTER			
(1) AIR CLEANER FIREWALL MTD			
EXHAUST SINGLE RH SIDE OF CAB DPF/SCR RH UNDER CAB (2017) CURVED TIP STANDPIPE(S)			
24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT			
TRANSMISSION AND CLUTCH			
ALLISON 4500 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES TRANSMISSION APPROVED			
TRANSMISSION APPROVED			
SCAAN 358369			
1810 HD DRIVELINE, 2 MIDSHIP BEARINGS 4.5"X.180 WALL TUBING			
(1) DASH MTD SINGLE ACTING EOH PTO CTRL ELECTRIC OVER HYDROLIC			
ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1			
ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS ALLISON			
ALLISON FUELSENSE NOT DESIRED			
TC-541 TORQUE CONVERTER ALLISON TRANSMISSION			
AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE			
ALLISON 6 SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY			

DASH MOUNTED PUSH BUTTON SHIFTER			
AIR AND TRAILER EQUIPMENT			
BENDIX AD-IS EP AIR DRYER W/HEATER AND COALESCING FILTER EXTENDED PURGE			
PULL CORDS ALL AIR TANKS			
NYLON CHASSIS HOSE			
STEEL PAINTED AIR TANKS			
SELF RETURNING BRAKE HAND VALVE W/ DASH MOUNTED CONTROLS			
A&E CONN EOF W/ 7-WAY SOCKET (W/ CONN EOF STRAPPED TO THE RAIL)			
BODY CONNECTIONS 5FT BOC			
ROUTE A&E LINES TO ALLOW WELDING OF SUB FRM TO TOP OF FRM 8" FORWARD OF BOC TO EOF			
TIRES AND WHEELS			
FF: BR 20PLY 315/80R22.5 M860A PART: BR244329 FET: 122			
RR: BR 16PLY 11R22.5 M799 PART: BR245434 FET: CODE-REAR TIRE QTY 08			
RR: ALCOA ULTRA7 22.5X8.25 CLEAN BUFF ALM			
FF: ALCOA 89U647 22.5X9.00 CLEAN BUFF ALM			
26" ALUM 80 GAL FUEL TANK LH U/C NON-SLIP FUEL TANK STEP LH U/C LOCATION LH UNDER CAB 080 GAL.			
POLISHED ONE ALUMINUM FUEL TANK			
POLISHED ALL FUEL / HYDRAULIC TANK STRAPS			
DEF TANK MOUNTED LH BOC			
PACCAR MX ENGINE FUEL COOLER			
STD DEF TO FUEL RATIO 2:1 OR GREATER			
POLISHED SS COVER FOR DEF TANK			
DEF TANK SMALL			
RH TANK NONE FURNISHED			
BATTERY BOX AND BUMPER			
ALUMINUM SPACE SAVER BATTERY BOX RH BOC BATTERY ACCESS FROM SIDE			
AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP			
STEEL BUMPER SWEEP BACK CHROMED 2 TOW PINS			
BUMPER TOE STEP CUTOUT			
CAB AND EQUIPMENT			
VOC 115 BBC ALUM CAB & METTON HOOD SBFA; STNLS CROWN & GRILLE W/TILT ASSIST			
THERMAL INSULATION PACKAGE IN CAB			
RUBBER FENDER LIPS 4.5" WIDE			
PETERBILT ST DRIVER			
DRIVERS ARMREST - RH ONLY			
AIR RIDE DRIVER			
HIGH BACK DRIVER			
MORDURA DRIVER			

PETERBILT ST NON-ADJ PASSENGER SEAT			
ADJUSTABLE STEERING COLUMN TILT/TELESCOPE			
VANITY MIRRORS ON INSIDE SUNVISORS			
PREMIUM STEERING WHEEL W/ MULTI FUNCTION LEATHER WRAPPED W/PB LOGO, AUDIO AND CC			
REAR WALL NOTEBOOK/RECORD HOLDER DAY CAB			
PRESTIGE INTERIOR - STERLING GRAY			
EXTERIOR CAB ENTRY GRABHANDLE TEXTURED NFPA COMPLIANT			
DARK WINDOW TINT IPO STANDARD			
3-PIECE GLASS REAR CAB WINDOW ALL PIECES FIXED			
DAY CAB REAR WINDOW			
ONE-PIECE CURVED WINDSHIELD			
POWER DOOR LOCKS AND POWER WINDOW LIFTS STANDARD			
COMBO FRESH AIR HEATER/AIR CONDITIONER			
OUTSIDE SUNVISOR - STAINLESS STEEL			
N/A W/ 2.1M HR SLEEPER OR F/O SLEEPER			
AERO REAR VIEW MIRROR HOUSING BRIGHT FINISH			
PETERBILT AERO REAR VIEW MIRROR			
MOTORIZED & HEATED W/INTEGRATED CONVEX LOOK DOWN MIRROR OVER PASSENGER DOOR WITH BLACK HOUSING			
AIR HORN MOUNTED UNDER CAB			
STANDARD SPEAKER PACKAGE FOR CAB			
(2) SPEAKERS			
CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3			
CB TERMINAL WIRING, MICROPHONE CLIP,			
SPEAKER F/O CB RADIO MTD CNTR OF HEADER			
(1) ANTENNA FOR FACTORY INSTALLED OR F/O CB, MTD LH COWL			
SmartLINQ REMOTE DIAGNOSTICS			
REMOVABLE BUGSCREEN BEHIND GRILLE			
PB ELEC WINDSHIELD WIPERS W/ INTERMITTENT FEATURE			
CAB AIR SUSPENSION			
AUTO RESET CIRCUIT PROTECTION DAYCAB AND SLEEPER			
TRIANGLE REFLECTOR KIT, SHIP LOOSE			
FIRE EXTINGUISHER; MTD OTBRD DRVR SEAT			
MAIN TRANSMISSION OIL TEMPERATURE GAUGE			
LOCATED IN DRIVER INFORMATION DISPLAY			
ENGINE OIL TEMPERATURE GAUGE 52MM ROUND, BACKLIT			
AIR FILTER RESTRICTION PRESSURE LOCATED IN DRIVER INFORMATION DISPAY			
GENERAL AIR PRESSURE 1 GAUGE 52 MM ROUND, BACKLIT			
FUEL FILTER RESTRICTION GAUGE, 52MM ROUND, BACKLIT			
(1) F/O LOAD LIGHT, SWITCH & (2) 10' WIRE COILS UNDER CAB			
SIGNATURE DOOR LIGHT TURN SIGNAL			

MAIN INSTRUMENT PANEL INC DRIVER INFORMATION DISPLAY				
LED STOP/TURN/TAIL/BACKUP BRACKET MOUNTED LH/RH EOF				
MANIFOLD PRESSURE GAUGE 52MM ROUND, BACKLIT				
DAYTIME RUNNING LIGHTS				
(1) ADDITIONAL DASH SWITCH WITH WIRING EXTRA WIRE INCLUDED AT THE SWITCH				
(5) MARKER LIGHTS AERO LED ON ROOF, VISOR OR FAIRING				
HEADLIGHTS PROJECTOR MODULE POD				
FENDER MOUNTED TURN SIGNALS				
BODY				
Refuse body to be a minimum 31 cubic yard capacity, exclusive of any loading area.				
The hopper shall have a capacity of 4.0 cubic yard.				
Refuse body capable of packing an average of up to 1,200 pounds per cubic yard based on average household refuse.				
Refuse body must meet all applicable standards.				
PAINT				
Standard Paint Color Selection				
(1) Color Axalta Two Stage Paint Cab/Hood				
A – L0006EY – White				
Frame – N0001EA – Black				
Fender – N0006EY – White				
Hood Top – N0006EY – White				
Cab Roof – L0006EY – White				
EXTENDED WARRANTY				
Chassis – 1 year				
Engine – 5 years or 200,000 miles				
After treatment System – 5 years or 200,000 miles				
Allison Transmission – 5 years or 200,000 miles				
Meritor Rear Axles – 3 years (unlimited miles)				
BODY CONSTRUCTION				
1)	Roof shall be constructed of 10-gauge 100,000 PSI yield steel and shall be curved without use of crossmembers. Roof seams to be full welded. For maximum life the body sides, floor and roof, shall be constructed of a minimum 100,000 PSI yield steel.			

2)	Side Sheets – Minimum 7 gauge 100,000 PSI yield steel and shall be curved without use of crossmembers.			
3)	Floor - Minimum 1/4" 100,000 PSI yield steel. Floor shall be flat throughout, troughs or valleys are not acceptable.			
4)	Two (2) "V" type longitudinals formed of 1/4" 50,000 PSI yield steel, internally gusseted, shall be provided for the full length of the body. "V" type longitudinals shall provide superior floor support without the use of crossmembers. Longitudinals shall be 6-1/2" high with 11-3/8" of width at the floor sheet and 3" of width at the truck frame.			
5)	Top rail and rub rail shall be formed channel 5" x 3", minimum of 10-gauge 50,000 PSI yield steel and shall be fully welded to body sides. Top leg of braces shall be tapered to shed elements and eliminate rust pockets.			
6)	Rear body corner post shall be 3/16" 50,000 PSI yield steel, 4-3/4" x 6" and internally gusseted.			
7)	Front body corner post shall be 12 Ga. 50,000 PSI yield steel formed box section.			
8)	Body shall be adequately braced at all points to withstand repeated applications of maximum packing pressures without distortion of members.			
<u>BODY DIMENSIONS</u>				
1)	Inside height no less than 85-5/8".			
2)	Outside height no more than 97-3/4" above chassis rails, exclusive of body risers.			
3)	Inside width no less than 89-1/2".			
4)	Outside width shall be no more than 96".			
<u>HOPPER DIMENSIONS</u>				
1)	Hopper capacity minimum of 4.0 cubic yards. Hoppers with factory or vendor build ups to achieve greater capacity will not be considered.			
2)	Loading height up to 5-1/2" below chassis frame height.			
3)	Inside hopper width minimum 80".			

4)	Loading opening minimum 80" wide X 64" high.			
TAILGATE CONSTRUCTION				
1)	Hopper lower sides to be a minimum 1/4" 100,000 PSI yield steel. Upper sides, 7 ga. 50,000 PSI yield steel. The sides shall be free of tracks, slots or openings.			
2)	Tailgate side reinforcements shall consist of 6-3/16" x 2-15/16" 3/16" 50,000 PSI yield and 6" x 2-15/16", 12 Ga. 50,000 PSI yield formed steel channels fully welded to the perimeter of the tailgate side sheets. Additional tailgate side reinforcement from 6" x 2-1/4" channel braces formed from 10 Ga. and 12 Ga. 50,000 PSI yield steel.			
3)	The hopper floor and hopper sill shall be a minimum of 1/4" AR400 155,000 PSI yield steel. Forward area of hopper floor to have 10" x 80" x 1/4" 100,000 PSI yield liner plate. Hopper load sill to be reinforced by 1/4" 50,000 PSI yield formed box section 10-7/8" x 10".			
4)	Tailgate shall be securely hinged to body at roof line using heavy duty flame cut hinges. It shall be raised for load ejection by two (2) 4" I.D. double-acting hydraulic cylinders.			
5)	Tailgate shall be equipped with automatic tailgate locks. Lock/unlock controlled by activation of a single control lever located on the left front of body next to the ejector panel control. Use of manual screw clamps or turn buckles to secure tailgate will not be acceptable.			
6)	An extruded rubber gasket shall be securely affixed to the tailgate to provide a watertight seal between the body and the tailgate 50" up each side minimum. Seal must be installed on the tailgate.			
7)	The tailgate must be equipped with a tailgate ajar switch with a light fixed in the cab and an external audible alarm, which complies with the ANSI standards to warn the driver when the tailgate is partially opened.			
8)	Bolt-on steps are to be provided on each side of the tailgate, with grab handles located conveniently. The steps must be made out of grip			

	strut open grate material which will comply with ANSI standards.			
PACKING MECHANISM				
1)	Packing controls shall be mechanical lever operated. The packing control handles must be dual levers and must be able to reverse the packing mechanism at any position in the cycle or stop any movement of packing panel by returning the control levers to their neutral position.			
2)	Controls for the packer mechanism shall be located at the curbside of the hopper opening. The controls shall be manually operated. Control valve shall be externally located on curbside hopper wall. Control handle linkage will be attached directly to the valve spools without the use of bell cranks or other linkage.			
3)	The total packing cycle time to be a maximum 28 to 30 seconds. Operator reload time shall be no greater than 10 to 12 seconds.			
4)	The packing mechanism shall consist of two (2) primary structures; the sliding fallback shield and the packing panel.			
	A. Sliding Fallback Shield			
	a) The sliding fallback shield shall be of the free-floating design. Mechanisms incorporating slots, rollers, slide blocks or external link arms are not acceptable.			
	b) The sliding fallback shield face plate shall be constructed from 3/16" 100,000 PSI yield steel reinforced with formed channel members fabricated from 3/16" 50,000 PSI yield steel. Side plates shall be fabricated from 1/4" 100,000 PSI yield steel. Fallback shield shall have exposed surfaces covered with solid plate so no pockets exist for trash or liquids to collect.			
	B. Packing Panel			
	a) Packing panel shall be of the free floating-design. Mechanisms incorporating slots, rollers, slide blocks or external link arms are not acceptable.			

	b) The packing panel face plate shall be constructed from 1/4" 100,000 PSI yield steel. Packing edge 1/4" 100,000 PSI yield wear plate backed by 8" x 3" x 1/4" wall rectangular tube. Reinforced by five (5) 6" x 4-7/16" formed channels of 12 ga. 50,000 PSI yield steel. Packing (sweep) panel back shield shall have exposed surfaces covered with solid plate so no pockets exist for trash or liquids to collect.			
	c) Packing cylinders shall generate 120,000 pounds of compaction force.			
5)	Packing cylinders are to be 6" I.D. double-acting cylinders. Sweep cylinders are to be 4" I.D. double acting hydraulic cylinders.			
6)	When the packing mechanism reaches the rear most position, the packer must stop approximately 14" above the loading sill to avoid a pinching action. The packing control handles must then be reactivated to complete the cycle.			
7)	The packing panel is to compact material into the body against the ejector panel for a tighter, denser load.			
<u>EJECTION SYSTEM</u>				
1)	Unloading shall be by ejection method with a telescopic cylinder operating the ejector panel the full length of the body.			
2)	Ejector panel shall be powered by a double-acting, telescopic hydraulic cylinder.			
3)	The ejector panel must be designed to act as a bulkhead against which refuse is compressed by the packing panel.			
4)	The ejector panel face to be constructed from 7 gauge 100,000 PSI yield steel with 10 gauge 50,000 PSI yield steel gussets and 4" X 3" X 3/16" wall rectangular tubes. Panel lower face shall be 3/8" angle 50,000 PSI yield steel boxed with 1/4" angle 50,000 PSI yield steel.			
5)	Ejector panel is to travel the full length of the body in floor level tracks and be equal in area to the cross section dimensions of the body.			

6)	Ejector panel shall travel on four (4) steel guide shoes, 1" x 2-1/2" x 12" AR in floor level tracks at the inside corners of the floor and sidewall. Ejector panel tracks to be 6" @ 12# ship channel, reinforced. Ejector panel tracks that are an integral part of body floor or tracks that are in a trough below floor level are not acceptable.			
7)	The ejector panel shall have no protrusions so that in its rearmost position it will not be damaged if the tailgate is closed with the panel fully rearward.			
CONTROLS				
1)	Ejector panel and tailgate lock/unlock raise controls shall be located streetside at the forward end of the body. An additional throttle advance switch shall be located within reach to the ejector panel and tailgate controls.			
2)	The packing control levers must be capable of full reversing the packing cycle and of lifting the packer panel at an angle of approximately 90 degrees away from any object in direct contact with the edge of the panel.			
3)	An automatic throttle advance shall be provided. The successful chassis bidder shall supply the proper interface for the body supplier to connect packer body "throttle advance" control signal to the engine ECU. Throttle advance signal to be controlled by sealed, proximity type switch – no mechanical type switches accepted.			
4)	A buzzer shall be provided at both sides of tailgate to signal driver in cab.			
5)	Power take off controls shall be cab mounted.			
HYDRAULIC SYSTEM				
1)	A complete hydraulic system shall be provided.			
2)	Hydraulic pump is to be 30 GPM @ 1200 RPM minimum and shall have a minimum 2500 PSI working pressure. Working pressure of packing mechanism shall be 2000 PSI.			
3)	A factory sealed relief valve set at a maximum of 2500 PSI to protect all components from excessive pressure.			

4)	The hydraulic oil reservoir must have a capacity of not less than 67 gallons and be located curbside, mounted inside lower front corner of body.			
5)	The hydraulic oil reservoir shall be equipped with filter breather, clean out cover, oil sight gauge and shut-off valve in the suction line. A 3 micron return filter shall be included.			
6)	All high pressure hydraulic tubes shall be corrosion protected using Zinc Di-Chromate plating and clamped using bolt on molded clamps. All high pressure hoses shall have a protective nylon sock and designed to withstand four (4) times working system pressure. All tube connections must be JIC type with leak-proof, "Flaretight" seal technology.			
7)	The hydraulic system shall contain the following cylinders. All cylinders are to have "V" type packing.			
	A. Two (2) packing cylinders, cushioned, 6" I.D. double-acting with 2-3/4" hardened chrome plated rods and a stroke of 42".			
	B. Two (2) sweep cylinders, 4" I.D. double-acting with 2-3/4" hardened chrome plated rods with a stroke of 28".			
	C. One (1) ejection cylinder 31-yard body - 6-1/2", 3 stage D.A. telescopic			
	D. Two (2) tailgate lift cylinders, 4" double-acting with 2-1/2" chrome plated rod and a stroke of 35".			
8)	Two manually operated sectional control valve assemblies must be provided with sufficient capacity to operate all hydraulic components. A regeneration valve is to be used to increase the speed of the packing cylinder. Front control valve shall be two (2) spool sectional type. Rear control valve shall be three (3) spool sectional type with third spool for use with optional container handling devices.			

9)	For ease of service, the hydraulic valve assemblies, including relief valve, must be located so that at no time or load condition will it be necessary to remove the load in order to obtain access to the valve assemblies.			
<u>LUBRICATION</u>				
1)	All packing wear points to be equipped with grease fittings.			
<u>LIGHTING</u>				
1)	All body lighting and reflectors shall comply with D.O.T. and FMVSS #108 regulations.			
2)	Wiring harness in round convoluted soft conduit to be provided. Wiring harness to be color coded and numbered, with automotive type plug in connectors.			
3)	Light package to include: (2) 4" high mount stop / tail (2) 4" high mount turn / tail (2) mid body turn signals (one each side) (1) center mount brake light (2) 2-1/4" oval low mount stop / tail (2) 2-1/4" oval low mount turn / tail (1) 4" low mount back up light (1) license plate light (2) 4" high mount amber flashing lights			
4)	For long life and ease of service, all clearance, tail, stop and back-up lights shall be plug in type, grommet mounted, shock resistant, waterproof, LED type with Lexan lens. They shall be Truck-Lite, Peterson, Maxxima or approved equal.			
<u>PAINTING</u>				
1)	Body to be cleaned, deburred, weld spatter and slag removed prior to multi-stage chemical treatment/high pressure wash. <u>Powder coat primer and finish coat</u> assure a long-lasting durable paint system with excellent adhesion, color-fastness, solid hiding, abrasive resistance and ultraviolet protection. In order to assure complete coverage, the major assemblies			

	<p>to be painted prior to assembly. Dry film thickness is to be minimum 4 to 6 mills coverage. Paint to be baked at 325 degrees until fully cured. Paint must pass minimum 1250 hours salt spray test for corrosion resistance. Paint must pass UV test of 2000 hours for minimum loss of gloss and color shift. Hydraulic cylinders and valves to be painted black semi-gloss. Hose ends and hydraulic fittings to be anodized and remain unpainted. Hydraulic tubing to be zinc dichromate plated and unpainted. Electrical harnesses, connections, switches, pneumatic tubing and fittings to be weatherproof and remain unpainted. Ejection panel Powder Coat painted White. Plated pivot pins. Undercoated underbody. The finish coat color shall be white.</p>			
<u>MOUNTING</u>				
1)	Body installation shall be performed by the manufacturer or a factory authorized distributor.			
2)	Mounting shall be chassis and body manufacturer's engineering specifications.			
<u>BODY WARRANTY</u>		YES	NO	
1)	The body, hydraulics and camera system shall be covered by a minimum of a one-year warranty. Bidder must supply copy of factory warranty with bid.	_____	_____	

SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specification as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

The right is reserved to reject any and all bids or to accept that deemed most advantageous to this office for value received.

Additional Equipment

Yes or No

Body

- Body Side Door with Hydraulic Safety Inter Lock
- Telescopic Side Door Ladder

Hydraulic

- Constant Drive PTO with Direct Mount Hydraulic Pump
- Muncie MLS Hydraulic Pump (Pack on the Run)

Light

- Petersen Smart Strobe Light Kit (4 – Light Kit)
- Dual Hopper Flood Lights
- Front Body LED Amber Flashers

Container Dump Equipment

- 14,000 Lbs. Reeving Cylinder Winch Kit
- Lip and Latch Kit

Misc. Items

- Mud Flaps Forward of rear Tandem
- 20 # Fire Extinguisher with Mounting Bracket
- Body Sign Boards
- Top of Body Hydraulic Limb Guards

Camera System

- 7" Color Flat Screen Single Camera System

Total bid for truck chassis and mounted compactor body: _____

GENERAL TERMS AND CONDITIONS

Notice to Bidders: Any final contract between the County of Grayson ("Owner") and the successful bidder/offeree ("Contractor") will conform substantially to the following terms and conditions:

1. General Provisions

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

2. Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the Owner that it will:
 - 1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - 2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
 - 3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and
 - 4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
 - 1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall

be deemed sufficient for the purpose of meeting the requirements of this section; and

2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

The Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

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

D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the federal Drug Free Workplace Act.

E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Owner does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

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

NOTICE

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

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

3. **Certifications**

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning

bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Owner. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the Owner the full contract price agreed to by the Owner to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

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

6. Assignment

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

7. Audit

The Contractor's (and its authorized agents, state auditors, the grantor of the funds to the Owner, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Owner to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and

indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the Owner to Contractor pursuant to this contract.

The Owner shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The Owner shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the Owner in excess of five percent (5%) of the total contract billings, the actual cost of the Owner's audit shall be paid by Contractor. In addition, the Owner shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

8. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the Owner by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Owner. The Owner shall own the intellectual property rights to all materials produced under this contract.

9. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the Owner the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The Owner reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

10. Required Payment

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

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

11. Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Owner, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the Owner from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 "Insurance and Bond Requirements" set forth below and shall name the Board of Supervisors and the Owner as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the Owner with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Owner at least 30 days' notice prior to cancellation or other termination of such insurance. The Owner shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the Owner prior to the time the contract is executed by the Owner.

12. Insurance and Bond Requirements

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

TYPE OF COVERAGE

LIMITS

Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee's Exclusion C deleted	\$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability (When

applicable to the services to be provided under the contract)

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Owner for damage thereto.
- B. The Owner reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

13. Environmental Management

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the Owner should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the Owner for any such actions, including reimbursing the Owner for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the Owner any defects or deficiencies found that are directly attributable to the Contractor.

14. No Waiver

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

15. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to Owner. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Owner accepts title only when goods are received regardless of the F.O.B. point. The Owner will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the Owner to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the Owner, the Contractor may deduct the amount of damage or loss from his or her invoice to the Owner in lieu of replacement.

16. Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall

be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

17. Forum Selection

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Grayson County, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Western District of Virginia.

18. Severability

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

19. [Limitation of Liability]

The Contract is subject to annual appropriation by the Board of Supervisors of Grayson County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Grayson County, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County of Grayson, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Grayson County for such purpose.

20. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Owner shall be sent to:

The County of Grayson, Virginia
c/o County Administrator
129 Davis Street, Suite 204
PO Box 217
Grayson County Courthouse
Independence, Virginia 24348

And

Stephen V. Durbin, Esq.
County Attorney
150 Peppers Ferry Rd, NE
P.O. Box 2009
Christiansburg, VA 24068-2009

21. Contractual Claims Procedure

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