



Request for Proposals for Grayson County

Architectural and Engineering Services for Renovations to Old Baywood School

Notice is hereby given that the County of Grayson, VA requests proposals from qualified independent contractors to professional ARCHITECTURAL AND ENGINEERING SERVICES FOR THE RENOVATION OF THE OLD BAYWOOD ELEMENTARY SCHOOL. Offers will be received until **Monday, May 10, 2021 at 5:00 P.M.**, local time at the **Grayson County Administrator's Office**, Attn: Mr. Bill Sturgill, consultant for Baywood Renovation, P.O. Box 217, 129 Davis Street, Independence, VA 24348. Proposals received after 5:00 P.M. will not be considered. Submittal information can be obtained online at the Grayson County Government website or in the Grayson County Administration Office.

Contact/Questions: Inquiries about this request for proposals must be in writing and directed to:

Grayson County Administration Office

Attn: Bill Sturgill

P.O. Box 217

129 Davis Street

Independence, VA 24348

276-233-9404

Billsturgill1313@gmail.com

Re: Architectural and Engineering Services: Renovation of Baywood Elementary School (*note this on the outside lower left corner of the submittal envelope)

*Note: Offerors should contact Bill Sturgill at the email or telephone noted above to request to be placed on the distribution list for any addenda that may be issued as part of this procurement, or check the Grayson County website regularly for addenda. No contact with any Grayson County employee is allowed during this process without first submitting the written question/inquiry to Linda Osborne (losborne@graysoncountyva.gov).

Vendor Qualifications and Requirements

The intent of this RFP is to enable Grayson County to evaluate vendor experience, qualifications, and capabilities. The Owner is requesting full architectural services for developing specifications, programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, periodic inspections by engineers employed by the architect, final inspections, and project acceptance. The design firm must have extensive experience in the design of School Facilities. In summary, the Owner is desirous that the successful architectural firm provide a full range of professional services, to assist in the successful completion of the project. The desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the listed items. Failure to properly respond and to address these qualification requirements are grounds for rejection of the proposal.

The selected candidate shall demonstrate that it is a responsible and responsive offeror in accordance with the Virginia Public Procurement Act, Va. Code Section 2.2-4300 *et seq.* (the "Procurement Act") The selected candidate shall have all required professional certifications applicable to the services requested. Prior to the final selection, proposers may be required to submit additional information that Grayson County deems necessary to further evaluate the proposer's qualifications.

Overview

A final scope of work will be developed by Grayson County, in coordination with the respondent submitting the selected proposal, after the final selection. The following acts only as a preliminary scope to generally communicate the County's expectations, however, the renovation project is expected to encompass the following construction activities:

- a. Demolition site work of selected walls, casework, lighting, finishes, electrical work, plumbing and HVAC equipment.
- b. Installation of new walls, casework, lighting, finishes, plumbing work and fixtures, electrical work, HVAC equipment, and a new elevator.
- c. Additional site work and site utility work.

Grayson County reserves the right to waive any and all informalities, to reject any and all responses to this RFP, which in its opinion, may not be in the best interest of the County.

Situational Analysis

Grayson County is seeking to enter into a services agreement with a qualified vendor with the experience necessary to provide all services described herein or incidental to services described herein. Contractor will exercise independent professional judgment in all phases of the project in accordance with the standards of the profession. Grayson County will not direct the times for performance of contractor's duties, however, contractor will be expected to respond at all times in a timely manner as needed.

Instructions and Time Frames:

Offerors are to submit sealed proposals, which will be evaluated by Grayson County to determine their correctness/completeness. The sealed proposal must be clearly labeled on the outside of the envelope or package: **Architectural and Engineering Services: Renovation of Baywood Elementary School** in order to be considered. Submit one marked original, two (2) complete copies of the proposal, and one electronic copy in pdf format on a flash drive, DVD, or CD (faxed or emailed copies will not be accepted as an official submission). It is the sole responsibility of the offeror to ensure that the proposal is received by the County on or before the designated date and time.

Project Timetable:

| Schedule of Events | Date/Time |
|----------------------------------|-----------|
| RFP Release | |
| Deadline for Questions | |
| Proposals Due to Grayson County | |
| Proposal Opening | |
| Offeror Interviews/Presentations | |
| Announcement of Award | |
| Project Completion | |

Preservations of Rights

It is the intent of Grayson County to award this contract based upon the best proposal that is in the best interest of Grayson County. The County reserves the right to reject any and/or all proposals and waive all minor technicalities, informalities, and irregularities. In accordance with Va. Code Section 2.2-4302.2 (A)(4), 1950, as amended, the County shall engage in individual discussions with two (2) or more offerors deemed fully qualified, responsible and

suitable on the basis of initial responses and with emphasis on professional competence to provide the required services, and such discussions may include repetitive informal interviews. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the County shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors described herein and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The County reserves the right to request clarification of information submitted, and to request additional information from any proposer.

The County reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.

All contracts resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the County Attorney.

The County shall not be responsible for any costs incurred by any offeror in preparing, submitting, or presenting its response to the RFP.

The successful offeror will be bound by the representations made in its response to the RFP.

Codes & Regulations

Proposer must comply with all applicable State and Federal Laws. All work is to be performed per current code, law, and regulation. Proposer shall comply with all the required codes for safety. In the case of conflicting codes, regulations, or standards, the more stringent shall be the rule to follow.

Basis of Award

Award of the contract will be made to the Proposer who is deemed by the County to be fully qualified and best able to provide the services stated herein, and whose proposal is deemed to be in the best interests of the County, and responsive in all respects to the requirements of this Request for Proposals. In accordance with Va. Code Section 2.2-4302.2, proposals will be evaluated according to the following criteria:

- Expertise and experience relative to the scope of work in the RFP.
- Geographic location of firm, relative to Owner's location.
- Number and type of similar or comparable projects by the firm in the last five years, with special emphasis on school-related projects.
- Cost performance and general performance on past, comparable projects.
- Qualifications of firm personnel, including projects team.
- Qualifications of project consultants.
- Proposers shall provide customer and industry references, including a description of any past projects undertaken for the County or any of the County's affiliated entities, such as the public schools, Economic Development Authority, or related entities.

Right to Reject Lowest Fee Proposal

Grayson County is under no obligation to award this project to the proposer offering the lowest fee if such offeror is not deemed fully qualified or if the offer does not conform to the criteria stated herein so as to be fully responsive.

Right of Negotiation

Grayson County reserves the right to negotiate, where permitted by the Virginia Public Procurement Act, with the lowest and/or best proposer after proposal opening and establishment of the lowest and/or best proposal, before the contract is awarded and/or after contract award. Grayson County reserves the right to negotiate the exact terms and conditions of the contract with the selected proposer. Negotiations will not be made to increase the initial contract price.

Rights to Submitted Materials

All responses, inquires, and correspondence in reference to this RFP submitted by proposers shall become property of Grayson County when received. All proposals submitted become property of Grayson County, VA.

Governing Law

The laws of the Commonwealth of Virginia and any and all applicable federal laws shall govern the contractual agreement with the proposer awarded the contract.

Non-Discrimination Policy

It is the policy of Grayson County government not to discriminate based on race, color, religion sex, gender identity, sexual orientation, age, national origin, disability, status as a service-disabled veteran, or any other status prohibited by state law. Grayson County government encourages the consideration of DBE's (Disadvantaged Business Enterprises).

General Terms and Conditions

The successful Proposer will be expected to enter into a contract incorporating or generally conforming to the General Terms and Conditions attached hereto as Attachment D.

Attachment A

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Expressions of interest for Architectural and Engineering services shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work and a summary listing of similar projects conducted by the firm. The firm must have a proven record of experience in providing similar services. Offeror should address the following criteria:

1. Provide a description of successful completion of comparable work on similarly complex projects with special emphasis on school-related projects.
2. Provide an overview of the Firm and relevant experience, with biographical data on key personnel anticipated to be involved with the project.
3. Provide a statement of capacity to perform projects within the Owner's time limitations, taking into consideration the workload and expertise of the Firm.
4. Provide the names and qualifications of any key consultants expected to be employed by the Firm for this project.
5. Describe the geographic location of the Firm relative to Grayson County, with explanation of how services may accommodate frequent site or office visits and consultations if needed.
6. Provide references for past successful projects.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. Name of Firm or Business
2. Business Address
3. Business Phone; Fax No.
4. E-mail address
5. How many years have you been in business in Virginia and under what names?
6. General Character of services provided by your firm:
7. Commonwealth of Virginia Sales Tax Registration No., if applicable:
8. Federal I.R.S. Identification No.:

- 9. List the firm's places of operation:
- 10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided.
- 11. Execute and return this Statement of Qualifications, Attachment B, and Attachment C.
- 12. I certify that I:
 - am capable of providing the services as outlined in this proposal,
 - will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Grayson, and all rules and regulations of the Authority, the Virginia State Corporation Commission, and other applicable laws and regulations.
 - Have received Attachment D, Contract Terms.

Authorized Signature

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Statement of Vendor Qualifications was acknowledged before me this _____ day of _____, 2021, by _____.

My Commission expires: / /

Notary Public

Attachment B

NON-COLLUSION CERTIFICATION

The following certifications are made:

1. 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.
2. The offeror has not offered or received any kickback from any other offeror 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.
3. The offeror 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 or proposal is to be performed.
4. The offeror 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.
5. The offeror 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.

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Offeror

By: _____

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this _____ day of _____, 2021, by _____.

My Commission expires: / /

Notary Public

Attachment C

The undersigned submits the attached proposal the County of Grayson.

Authorization:

Firm Name: _____ Date: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

By: _____

Signature:

Title: _____

GENERAL TERMS AND CONDITIONS

1. General Provisions

- A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the County, and the County will not control the means, methods, techniques or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. 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.
- B. This contract is subject to appropriations by the County.
- C. All bids shall remain valid for a period of ninety (90) days after the scheduled due date.
- D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.
- E. The County reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.
- F. All procurements by the County will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.*, of the Code of Virginia, 1950, as amended.

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 County 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 County 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 County and a faith-based organization, you are hereby notified as follows:

Neither the County'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.
- F. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia.

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 County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County 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 County; 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 County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Assignment

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

7. Audit

The Contractor's (and its authorized agents, state auditors, the grantor of the funds to the County, 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 County 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 County 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 County to Contractor pursuant to this contract.

The County 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 County 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 County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor. In addition, the County 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 County 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 County. The County shall own the intellectual property rights to all materials produced under this contract.

All data submitted to the County deemed to be confidential or proprietary by Contractor, whether as part of Contractor's proposal or as part of Contractor's work product under a contract with County shall be appropriately marked for protection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

9. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the County 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 County 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 County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County 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 County 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 County, 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 County 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 County as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance. The County 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 County prior to the time the contract is executed by the County.

12. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it and County 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.

The Firm agrees to indemnify, defend, and hold harmless the County and 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 acts or omissions of Firm or its agents and employees; 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.

| <u>TYPE OF COVERAGE</u> | <u>LIMITS</u> |
|---|--|
| 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 – County’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 County
and Contractor
Personal Injury with Employee’s Exclusion
C deleted

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

\$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 County for damage thereto.
- B. The County 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 County 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 County for any such actions, including reimbursing the County for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the County any defects or deficiencies found that are directly attributable to the Contractor.

14. No Waiver

Any failure of the County 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 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.

15. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County 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 County 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 County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County 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 County shall be sent to:

The County of Grayson, Virginia
c/o William Shepley, 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 County 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 County, 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 County concerning any pending claim, the Contractor shall promptly notify the County 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 County 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 County, 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 County 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.