

REQUEST FOR BID
GRAYSON COUNTY PUBLIC WORKS ROOF REPLACEMENT

Through the Request for Bids, the Grayson County Board of Supervisors will accept bid proposals for the replacement of the roof at Grayson County Public Works.

Complete bid packet must be obtained from the County Administration Office or from the county website.

RFB responses must be submitted to the Grayson County Administrator's Office, Attn: County Administrator, P.O. Box 217, 129 Davis Street, Independence, VA 24348. Proposals must be submitted on the form provided in the bid packet and must be received no later than 1:00 p.m. on Thursday, April 29, 2021.

Preservations of Rights: It is the intent of Grayson County to award this contract based upon the lowest and/best proposal that is in the best interest of Grayson County. The County has the right to reject any and/or all proposals and waive all minor technicalities, informalities and irregularities. The County reserves the right to accept the proposal, which in the judgment of the County, is in its best interest. If you have any questions concerning this request of the submission of this proposal, you may contact Jonathan Luper at (276) 773-3181 or by email at jluper@graysoncountyva.gov.



Invitation to Bid for Grayson County Public Works Roof Replacement

Notice is hereby given that the County of Grayson, VA will be accepting competitive sealed bids from qualified and licensed contractors to supply all materials and install a .060 TPO membrane roof system on portions of the Grayson County Public Works Department building located at 1216 North Independence Avenue, Independence, VA 24348. Bids will be received until **Thursday, April 29, 2021 at 1:00 P.M.**, at the Grayson County Administration Office, located at 129 Davis Street, Independence, VA 24348 and shall be opened and publicly announced at that time. Proposals received after 1:00 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 invitation to bid must be in writing and directed to:

Grayson County Administration

RE: Grayson County Public Works Roof Replacement

Attn: County Administrator

129 Davis Street, Suite 204

P.O. Box 217

Independence, VA 24348

Re: Grayson County Public Works Roof Replacement

(*note this on the outside lower left corner of the submittal envelope)

Any questions regarding specifications please direct to the Grayson County Director of Public Works Department, Jonathan Luper, who can be reached by telephone at (276) 773-3181.

Scope of Work:

Site:

- Remove and dispose of existing roof materials (contractor will assume all responsibility for disposal and cleanup of these materials).

- Furnish all labor, materials, tools, equipment, and services for all performed work.
 - The roofing Contractor will provide all components required for complete roofing system which include, but are not limited to .060 TPO, trim/flashing, step out molding, drip edging, fascia, ridge, closures, sealants, fillers, and any other required items.
- Furnish and install .060 TPO membrane roofing system, fully adhere this system, .060 TPO weld all seams, penetrations, and curbs.
- Remove metal coping, reinstall existing metal coping, and replace as needed.
- Remove all inoperable HVAC equipment and support structures to maintain a continuous roof system.
- Furnish and install new flashing and sealant to portions of roof that join the elevated structure.
- Furnish and install a new drip edge that will properly drain and install roofing into gutter.
- Flash and seal around existing operating exhaust fans and vents.
- Repair all structural damage of underlayment and/or truss system necessary.
- Furnish and install new roof boots and flashing.

Other requirements:

- Proposal must include 20 year warranties and guarantees with no dollar limit.
- All contractors must be licensed and insured.
- All contractors must be in good standing with Grayson County.
- Contractor must provide building permits.
- Bidding contractor has the responsibility to conduct onsite inspections to evaluate the condition of the roof structure prior to submitting a bid.
- Pre-bid conference/inspection will be held Monday, April 12, 2021 at 1 P.M. All bidders are encouraged to attend. The conference will be held at the worksite, Grayson County Public Works, 1216 N. Independence Avenue, Independence, Virginia.

Instructions and Time Frames:

Respondents are to submit sealed proposals, a copy of the bidder's Virginia Contractor's License and a certificate of liability and workers compensation insurance by mail, or hand-delivery to the Grayson County Administration Office, 129 Davis Street, Independence, VA 24348. These proposals 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 "Grayson County Public Works Roof Replacement bid" 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 (emailed copies will not be accepted as an official submission). Deadline for proposal submittal shall be April 29, 2021 at 1:00 P.M. EST.

Preservations of Rights:

It is the intent of Grayson County to award this contract based upon the lowest and 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 2.2-4302.1, the County will award the contract to the lowest bidder deemed fully responsible and responsive to the invitation to bid.

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.

Any proposal may be withdrawn up until the date and time set above for opening the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the County the services described in the attached specifications, or until one or more of the proposals have been approved by the County, whichever occurs later.

Any and 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 invitation to bid. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this invitation to bid and which is not approved by the County Attorney.

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

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

Codes & Regulations:

Proposer must comply with all applicable State and Federal Laws. The proposer must have a current Contractor's license for the State of Virginia and is expected to perform all work and provide service with competent personnel. All work is to be performed per current code, law, regulation, manufacture, and trade standards. Proposer shall comply with all the required codes for safety, state, and local building codes. In the case of conflicting codes, regulations, or standards, the more stringent shall be the rule to follow.

Proposal Format:

Cover Letter- Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the Contractor. Proposal shall be submitted in the following format and include the following information.

Lump sum prices for each of the ten major headings in the scope of work, noting any special items that may affect the bid. Pricing must also include a lump-sum bid total for the entire project, and unit prices for particular items if required in the Bid Form.

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.

Copies:

An original proposal, supporting documents, a copy of the bidder's Virginia Contractors License, and a certificate of liability and workers compensation insurance must be submitted in response to the Invitation to Bid.

Basis of Award:

In accordance with Va. Code Section 2.2-4302.1, all bids will be opened and announced publicly on the date stated herein, at the County Offices.

Proposals will be evaluated according to the following criteria:

- Award of the contract will be made to the lowest responsive and responsible Proposer who is deemed by the County to be fully qualified to provide the services stated herein, and whose bid is responsive in all respects to the requirements of this invitation to bid.
- Proposers shall be required to provide a statement of Proposer's qualifications/experience with similar projects within the last 5 years.
- 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.

- Proposer will be evaluated upon Proposer's ability to mobilize and complete the project in a timely manner

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 to be a fully qualified responsible bidder or if the Bid does not conform to the bidding criteria 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 invitation to bid 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 applicable federal laws for federally awarded grant recipients 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 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.

BID FORM

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

FROM: _____

Email: _____

Telephone: _____

FOR: Grayson County Administration Office
Attn: William Shepley, County Administrator
P.O. Box 217
129 Davis Street
Independence, Virginia 24348

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract attached to the Invitation to Bid, Drawings and all subsequent Addenda, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the work on the above-named project, according to the requirements of the Procurement and Contracting Documents, for the following stipulated sum:

Bid

Lump sum bid for as described in the bidding documents for the stipulated sum of: _____
_____ (\$ _____).

Bidder to provide schedule of values.

Attached to this Bid Proposal is a sealed surety Bid Bond, cashier's check or a certified check in the amount of

_____ (\$ _____) the total of which is five (5) percent of the Total Bid price. The undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, performance, completion, and acceptance of the work described in the above-mentioned specifications, construction contract, and as stipulated in this Bid Form. The undersigned further agrees, if awarded this contract, to execute and deliver Performance and Payment bonds each in an amount equal to one hundred percent (100%) of the Contract Price. In case of bidder's failure to execute the Contract, provide a performance bond, or to commence the work, the check or bid bond shall be paid as liquidated damages for such failure; otherwise the check or bid bond accompanying this Bid Form will be returned to the undersigned.

The bidder agrees to commence the Work under this Contract on or before the date specified in the "Notice to Proceed", and to obtain Substantial Completion on the project within ___ consecutive calendar days of notice to proceed.

Final Completion on the project shall be achieved within ___ consecutive days after the Date of Substantial Completion. The Bidder further agrees to pay as Liquidated Damages the sum of \$1000 for each consecutive calendar day that a project phase extends beyond its specified date for Substantial Completion and the additional sum of \$1000 for each consecutive calendar day that a project phase extends beyond its date for Final Completion.

The following addenda are acknowledged:

Addendum No. ____; dated _____
Addendum No. ____; dated _____
Addendum No. ____; dated _____
Addendum No. ____; dated _____

Unless otherwise noted, the Bidder agrees that this Bid may not be withdrawn, in whole or in part, for a period of 60 calendar days after the actual date of the opening thereof. If the withdrawal of Bids is allowed by State or Federal Law holding jurisdiction over the Bid, then said withdrawal must be in accordance with those regulations.

Code of Virginia requires a contractor to hold a valid contractor's license and hold a Virginia State Corporation Commission Number. Provide this information on the form below:

Do you hold a Virginia State Corporate Commission Number? Yes ___ No ___

Virginia SCC# _____

If No, reason for not holding a Virginia SCC number?

The bidder confirms the completion and inclusion of the following Bid Proposal Amendments:

Bid Form Attachment #2 – Contractor's Qualifications Statement. Initials: _____

Bid Bond. Initials: _____

Business Address _____

Date of Bid _____

Contractor's Phone Number _____

Contractor's Classification and License Number _____

Federal ID No.: _____

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the Bid Documents.

My signature also certifies that by submitting a proposal in response to this Invitation to Bid, the submitting firm represents that, it is not debarred from submitting procurement proposals in any jurisdiction of the Commonwealth of Virginia, is fully licensed, authorized and qualified to do business within the Commonwealth of Virginia and to perform the work described herein, and further represents that in the preparation and submission of this proposal, said firm did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68-6 through 59.1-68.8 of the Code of Virginia.

I hereby submit this Bid and certify that I am authorized to sign as a Representative for the Firm:

Attest _____
Signature & Title Date

Name (print) _____

Contractor's Seal (If Applicable)

8. Insurance coverage and amount.

- a. Liability-Property _____ \$ _____
- b. Liability-Personal Injury _____ \$ _____
- c. Vehicle and Equipment _____ \$ _____
- d. Other _____ \$ _____

9. Bonding reference. List surety and highest coverage.

10. Subcontractors utilized. List name, address, specialty and years of experience.

- a. _____

- b. _____

- c. _____

- d. _____

11. Provide a general description of the experience of the company and its key personnel.

12. Number of current full-time employees.

13. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, U.S. Department of Housing and Urban Development, or Virginia Department of Highways?

The undersigned hereby authorizes and requests any person, firm, or Corporation to furnish any information requested by Grayson County in verification of the recitals comprising this statement of the contractor's qualifications:

Contractor: _____

By: _____

Title: _____

Date: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he/she is
_____ of _____ and
that the answers to foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ date of _____, 20__.

Notary Public

My commission expires: _____

GENERAL TERMS AND CONDITIONS

1. General Provisions

Nothing herein 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 County.

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, pregnancy, childbirth or related medical condition, status as a 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.

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.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 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

20. 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 sixty (60) 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.
- D. 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. Any clause contained in any Contractor proposal is hereby revoked and repealed. Binding arbitration shall not be required by either party as a dispute resolution procedure.







Addendum to
Invitation to Bid for Grayson County Public Works Roof Replacement

Scope of Work (additional requirement):

Site:

- Furnish and install commercial guttering and downspouts

Questions raised during Pre-Bid conference/inspection:

The Town of Independence does not require a building permit in addition to the required county permit(s).