



COUNTY OF BLAND
REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
ASSOCIATED WITH
ROCKY GAP GREENWAY PROJECT
Segment I - Phoenix Bridge

I. Introduction

The County of Bland will be utilizing this request for proposals to procure engineering services for Segment I of the Rocky Gap Greenway Project: Phoenix Bridge

ROCKY GAP GREENWAY PROJECT

The Rocky Gap community, along with local government officials, have been working to develop a multifaceted trail project that will link historic, educational, and scenic points of interests. The goal of this segment of the project is to conduct environmental and structural assessments of the Phoenix Bridge and surrounding area and develop planning documents that will be incorporated into the overall Rocky Gap Greenway Project.

A Planning Study Report dated September 2013 was completed to outline the scope of the project as well as a phasing plan to outline key elements and scheduling for the implementation of the project. Each phase is unique with respect to how it aligns with various funding opportunities. The phases are not sequential and the progression of each phase will be dependent upon the availability of funding. A copy of the planning study report can be located at www.blandcountyva.gov.

II. Scope of Services

ROCKY GAP GREENWAY PROJECT: SEGMENT I – PHOENIX BRIDGE

The County of Bland seeks professional engineering services for the following:

- i) Phase I and II Environmental Site Assessment (ESA)
 - (1) Provide inspection of the property, a historical records review of the property, and interviews with owners, occupants, neighbors, and local government officials. A report will be provided that outlines the presence or lack of recognized environmental concerns (RECs) along with recommendations for further investigation via a Phase II ESA. A Phase II ESA will be completed to include a report with conclusions, if required.

- ii) Site Development Plan for Segment I to include:
 - (1) Site survey
 - (2) Trailhead Parking
 - (3) ADA Accessible Wetland Boardwalk
 - (4) ADA Fishing Platform
 - (5) Selection of Canoe Launch Site
 - (6) Site Plan
 - (7) Stormwater Management Plan
 - (8) Preliminary Cost Estimates

- iii) Development of a Bridge Rehabilitation Plan to include:
 - (1) Initial Evaluation by a NACE Certified Inspector
 - (2) Recommendations for Rehabilitation of Bridge Coating
 - (3) Initial Structural Inspection and Loading Capacity Report
 - (4) Decking Evaluation and Options for Rehabilitation / Replacement

III. Evaluation Criteria and Selection Process

ROCKY GAP GREENWAY PROJECT

In determining the firm to be fully qualified and best suited to perform the work associated with the ROCKY GAP GREENWAY PROJECT, the following factors will be considered in addition to factors detailed in section 17 of Appendix A:

- a. The ability, capacity, skill, reputation, and experience of the firm to provide the services required;
- b. Proposed schedule to complete all tasks, including supporting information related to the ability of the firm to provide the necessary resources to complete the project;
- c. Demonstrated success in project funding acquisition and coordination from multiple agencies as well as demonstrated success in meeting the funding agencies' requirements to ensure smooth and timely completion of the project;
- d. Demonstrated success in completing projects in a timely manner in coordination with multiple funding and regulatory agencies;
- e. Qualifications of key personnel to be assigned to the project and their ability to manage all facets of the project effectively and efficiently;
- f. Ability to provide cost saving measures throughout the duration of the project;
- g. References from municipal clients for which work has been performed.

When all proposals received have been reviewed and rated, the County anticipates that individual discussions with offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services will be conducted.

On the basis of evaluation factors published in this Request for Proposals and all information developed in the procurement process to this point, the governing body shall select one firm for the ROCKY GAP GREENWAY PROJECT: SEGMENT I-PHOENIX BRIDGE. The County of Bland reserves the right in its sole discretion to reject any and all proposals.

IV. Questions and Pre-Proposal Conference: Not Required

At this time, it is believed that a pre-proposal conference is not required. All available information regarding this project is included in this Request for Proposals.

VI. Submissions and Deadlines

Proposals shall contain a standard SF 330 along with a cover letter and one page containing information relative to the factors given in Item III, Evaluation Criteria. Each firm which wishes to submit a proposal in response to this Request for Proposals (RFP) must submit Two (2) copies of the proposal. Proposal must be received by the County Administration Office on or before **2:00 p.m.** local time **March 5, 2015**, to the Bland County Administrator's Office, Suite 201, 612 Main Street, Bland, VA 24315.

County Administrator
Rocky Gap Greenway Project-Phoenix Bridge RFP
PO Box 510
Bland, VA 24315
(276) 688-4622

VII. Additional Information

An electronic copy of the Rocky Gap Greenway Planning Study Report can be obtained from www.blandcountyva.gov.

VII. Publication Information

RFP advertised in the *Bland Messenger* on February 11, 2015

RFP listed on the Bland County website on February 6, 2015

APPENDIX A

BLAND COUNTY

BID OR PROPOSAL CONDITIONS

IMPORTANT! READ CAREFULLY BEFORE MAKING BID!

1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of the County to do so. The reasons therefor shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. If more than one bid or proposal received is for the same total amount or unit price, quality and service being equal, the tie bidders shall be invited to resubmit written bids below the original bid and the award shall be made to the bidder with the lowest price.
4. If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.
5. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, doctor of medicine or optometry or professional engineer, shall be awarded for a period in excess of three (3) years.
7. With the following exceptions procurement documents are subject to the Virginia Freedom of Information Act:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be opened to public inspection.

- B. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or offerer may be allowed to inspect the bid or proposal records prior to award unless the County decides not to accept any bids and to reopen the contract.
 - C. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefor.
8. Any bidder or offerer submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any offerer. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
 9. The County does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.
 10. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
 11. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
 12. The administrator may at his sole discretion require a bid, performance or payment bond in any procurement solicitation. The requirement for such bond shall be clearly stated in the bid documents.
 13. By submitting a bid or proposal, the offerer agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offerer from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offerer to request additional compensation.

14. The firm, corporate or individual name of the bidder or proposer must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."
15. 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.
16. Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia of 1950. When competitive sealed bidding is used the following factors shall be considered in addition to price when determining the lowest responsive and responsible bidder:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - D. The quality of performance of previous contracts or services;
 - E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - F. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
 - G. The quality, availability and adaptability of the goods or services to the particular use required;
 - H. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - I. The number and scope of conditions attached to the bid; and
 - J. Any other condition or criteria included in the request for bids or the instructions to bidders.

17. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.
 - B. Qualifications of the project manager and project teams.
 - C. Overall qualifications and experience of firm and any subcontractor to be used.
 - D. Quality of the content of the proposal and its responsiveness to the request for proposal.
 - E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
 - F. The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.
 - G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
 - H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIX B
BID DECLARATION

TO THE BOARD OF SUPERVISORS:

1. The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official of the Board of Supervisors or any person in the employment of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

2. The undersigned also declares that he has carefully examined the invitation to bid specifications and all annexed instructions and contracts and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: _____

DATE: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Telephone: _____

Email: _____

APPENDIX C

GENERAL TERMS AND CONDITIONS

The procurement documents, including Appendix C, "General Terms and Conditions," to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (**the "Contractor"**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the Board of Supervisors of the County of Bland (**the "County"**).

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 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 providing goods or services to the County under this contract assures the County that it is:
1. 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;
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. Submitting 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, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (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;

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 Administrator.

3. Certifications

The Contractor certifies that:

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 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;

3. 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;
4. 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
5. 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 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. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County.

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. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the County or to failure of the County to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

7. Assignment

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

8. Default

In the case of default or breach by the Contractor, or the failure of the Contractor to deliver the services in conformance with the specifications in the contract, the County shall give written notice to the Contractor specifying the manner in which the contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County 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 shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

10. 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.

11. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$100,000, 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.

12. 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; and
- 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 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; and
- d. include in its contracts with any and all subcontractors the requirements of a, b, and c. above.

13. Liability Coverage

In addition to that which may be expressly stated 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 must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of at least A:V1. 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' written notice prior to cancellation or other termination of such insurance.

14. No Waiver

Any failure of the County to demand rigid adherence to one or more of the 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. Termination

The County may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

16. Choice of Law

To ensure uniformity of the enforcement of the 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 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 the contract and agree that service by registered mail to the addresses set forth in Paragraph 19 of this Appendix shall constitute sufficient service of process for any such action. The parties further 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 for the County or in the U.S. District Court, Western District.

18. Severability

If any provision of the 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 the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the 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 the contract.

19. Notices

All requests, notices and other communications required or permitted to be given under the 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:

Bland County Administration
P.O. Box 510

Bland, VA 24315

Notices to the Contractors shall be sent to:

20. Contractual Claims Procedure

- A. Contractual claims or disputes, 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 final payment; 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.
- 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.