

**INVITATION FOR BIDS
ROANOKE REGIONAL AIRPORT COMMISSION**

BID NUMBER:		20-013
DEADLINE FOR RECEIPT OF BID:		August 5, 2020
BID PROJECT:		Fire Alarm System Inspection and Repair Services

I. INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for the annual inspections and “as requested” repairs of the Fire Alarm Systems at Roanoke-Blacksburg Regional Airport for a period of five (5) years. This includes the Terminal, Building 31, Building 51 and Hangars 14 and 15.
2. Submit bid quotation on the blank Bid Form included herein, filling in all spaces and information; failure to answer all questions, provide all information, or return all pages of this Request for Bid may be cause for disqualification of the bidder (see Part II-Bid Form).
3. All bids must be signed by an authorized representative of the responding firm.
4. Bids which are mailed by US mail or private carrier, or which are hand delivered, must be presented in an opaque envelope and must be sealed, marked and addressed as follows and must be received by 2:00 P.M. on August 5, 2020 at the following address:

Roanoke Regional Airport Commission
Administrative Offices
5202 Aviation Drive, N.W.
Roanoke, Virginia 24012
Attention: Erin Henderson

Place in lower left hand corner:

Project/Service: Fire Alarm System Inspection and Repair Services
Bid No. 20-013

5. Only bids received in the Commission's Administrative Offices, Second Floor Terminal Building on or prior to the bid deadline specified above shall be considered. Bids received after the bid deadline will not be considered.
6. Evaluation of Bids
Subject to the terms and conditions herein, the Contract will be awarded to the lowest responsive and responsible bidder offering the lowest total price for all required services for a period of five (5) years.
7. The work site will be shown to bidders by appointment only, in order to assist bidders in preparing their bid packages. Please contact Donny Humbert at: 540-362-1999, extension 225 to make an appointment.
8. Any questions concerning this Request for Bids shall be provided in writing/email to Erin Henderson, Purchasing and Contracts Manager by the close of business on July 27, 2020.
9. Each bidder should specifically state the nature of any exceptions to the technical specifications and other parts of the Contract documents; however, each bidder is advised that such exceptions may render the bid non-responsive and be grounds for the rejection of the bid.
10. Every bidder is reminded to complete and sign the information blocks on Part II-Bid Form 5 or its bid shall be determined non-responsive.

B. Additional Requirements for Completion of Bids

1. The scope of work, including the detailed specifications and other requirements, terms and conditions which will be imposed on the Successful Bidder are included in the Proposed Contract (Section III of this Request for Bids).
2. The Bidder must submit its Bid on the Bid Forms contained herein; no other form is acceptable. All blank spaces in the Bid Forms must be correctly and completely filled in, where indicated, in ink or type written, except that all signatures shall be signed in ink by an official of the firm who is authorized to submit the bid.
3. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in the bid form that it is properly licensed as a Contractor, as required under the Code of Virginia (1950), as amended (complete Part II Bid Form).
4. Each Bidder shall include on the bid form the name of at least three commercial references for similar services, including the name and telephone number of a contact at the referenced company (Part II-Bid Form Section II).

5. Each Bidder shall specify, in its bid, the name of and the work to be performed, if any, by each sub-contractor. Part II-Bid Form Section II).
6. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage (Part II-Bid Form, Section III). No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
7. Each bidder shall complete and submit with its bid, the Bidder Certification of Licensure and Licensure of Subcontractors appearing in Part II- Bid Form, Section IV.
8. Every Bidder (or Offeror) shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the Bidder is not required to be authorized under Title 13.1 or Title 50 or as otherwise required by law, the Bidder shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Executive Director (Part II-Bid Form, section V).
9. Any changes, including corrections of omissions and discrepancies that may be made to the Requests for Bids will be in the form of an Addendum which will be provided to all Bidders of record.
10. All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents and materials submitted to the Commission shall be the exclusive property of the Commission and are not subject to copyright and, as such, may be copied, however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

C. Additional Information to Assist Bidders:

1. The successful bidder shall be required to obtain and maintain comprehensive general liability insurance on a per occurrence basis in the amount of \$1,000,000 (see Part III-Section 10-Insurance).
2. The Commission is exempt from all state and local taxes.
3. The successful bidder will be required to provide a trained and capable crew at the Airport within two (2) hours of notification, for emergency repairs, on a 24-hour basis.
4. At the time of the annual inspection, part of the inspection must be done after 11:00 P.M. in order to check the smoke detectors in the lobby area of the main terminal building, and to test the horn/strobes for proper functioning.

D. Bid Award

1. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all specifications and having positive commercial references.
2. The Commission reserves the right to cancel the request for bids, to waive any informality in any bid and to reject any or all bids should said action be deemed to be in the best interest of the Commission.
3. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Commission may give written "Notice of Bid Acceptance". The successful Bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and furnish the Roanoke Regional Airport Commission with proof of liability insurance coverage's and a copy of the proposed project schedule.
4. Should the successful Bidder fail or refuse to execute and return the Contract, supply the required insurance and proposed schedule within the time allowed the Commission may proceed to contract with the next lowest bidder meeting all specifications and reference requirements, and may debar the first successful Bidder from future bidding opportunities.
5. The bid shall not be final and effective, nor the Commission legally bound, until the fully executed contract is returned to the successful bidder.

6. Failure to perform the Contract in a reliable manner shall constitute a basis to determine for future Contracts that the Contractor is not a responsible bidder and the Commission may refuse to award such future contracts to Contractor.
7. This procurement is subject to and governed by the small purchase provisions of the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

Additional Requirements

Title VI Solicitation Notice

The Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

PART II - BID FORM 1
Fire Alarm System Inspection and Repair Services
Roanoke-Blacksburg Regional Airport

BID NO. 20-013

**THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN ALL
BLANKS IN THESE BID FORM PAGES**

SECTION I BID PRICE

The undersigned hereby proposes and agrees, if this Bid is accepted, it will contract with the Roanoke Regional Airport Commission to furnish and provide all supervision, labor, materials, tools, equipment, services, out of pocket costs and other incidentals for an annual inspection and, as requested repair or maintenance for the Airport Terminal, Airfield Maintenance Building 31, Building 51 and Hangars 14 and 15 Fire Alarm Systems at Roanoke-Blacksburg Regional Airport in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract and any Addenda to the Request for Bids, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

BID PRICE FOR INSPECTION, MAINTENANCE AND REPAIRS (as more particularly described in Sections 12 and 13 of Proposed Contract, including travel time and costs):

2020	Season Inspection	\$ _____
2021	Season Inspection	\$ _____
2022	Season Inspection	\$ _____
2023	Season Inspection	\$ _____
2024	Season Inspection	\$ _____

TOTAL INSPECTION COSTS FOR FIVE (5) YEARS \$ _____

AS REQUESTED MAINTENANCE AND REPAIRS

Normal Hourly Rate for a Crew	\$ _____
Overtime Rate for a Crew	\$ _____
Number of Persons in a Crew	_____

**TRANSPORTATION/TRAVEL CHARGES FOR REPAIRS (IF ANY)
PERFORMED SEPARATE FROM INSPECTION VISIT: \$ _____**

**RESPONSE TIME FOR EMERGENCY REPAIRS IS TWO (2) HOURS.
RESPONSE TIME FOR NON-EMERGENCY REPAIRS IS FOUR (4) HOURS.**

PARTS

Percent below list price _____ %.

ALL BID QUOTES SHALL BE VALID FOR SIXTY (60) CALENDAR DAYS AFTER SUBMITTAL OF BIDS.

The price quoted by the successful bidder shall remain in effect during the entire term of the Contract, and the successful bidder shall be paid upon the satisfactory completion of all of the Work, as determined by Commission.

SECTION II **COMMERCIAL REFERENCES**

Each bidder shall fully complete the information below, which may be used in determining Bidder's competency and responsibility in accordance with the General Conditions.

NAME OF BUSINESS	CONTACT PERSON	TELEPHONE NUMBER
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SECTION III **COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION**

Certification of Coverage

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia
 Yes No

Insurance Company: _____

Policy expiration date _____ or,

B. Is self insured for workers' compensation ___ Yes.

**SECTION IV **BIDDER CERTIFICATION OF LICENSURE AND
LICENSURE OF SUBCONTRACTORS****

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to Licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work, hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons executing this Certification on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

SECTION V

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

_____.

B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is:

_____.

C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____.

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

SECTION VI **BIDDER INFORMATION AND SIGNATURE**

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

**EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW
OR ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE**

Complete Firm Name of Bidder

Signature of Authorized Official

Name & Title of Signing Official

Business Address: _____

Telephone: () _____

Area Code

Cell Phone: () _____

Area Code

EMAIL Address: _____

PART III- PROPOSED CONTRACT

ROANOKE-BLACKSBURG REGIONAL AIRPORT

THIS CONTRACT, made and entered this ____ day_____, 2020 by and between the Roanoke Regional Airport Commission ("Owner" or "Commission") and _____, ("Contractor") pursuant to and in accordance with Commission's Small Purchase Procedures.

1. **GENERAL**

Contractor hereby agrees to furnish and provide the supervision, labor, materials, tools, equipment, services and other incidentals necessary for the scheduled annual inspection of the Fire Alarm Systems in the Terminal Building, Airfield Maintenance Building 31, Building 51; and, Hangars 14 and 15 ("the Work") at Roanoke-Blacksburg Regional Airport and, if and when requested and required by Owner or its representative, the labor and materials and equipment necessary to repair and maintain the systems and their components ("the Work") as more particularly identified in the Contract Documents. Said Project shall be undertaken in accordance with all applicable laws, ordinances and government regulations.

A more detailed description of the Work and its requirements is contained in the Sections 12 and 13 and as may be more particularly identified in the description of such goods and/or services, description portion of Contractor's proposal, the Request for Bids, Instructions to Bidders, and/or Contractor's proposal, any or all of which may be attached hereto together as Attachment "B" which Attachment "B" is incorporated herein by reference. In the event of any conflict or inconsistency between (i) Attachment "B" and (ii) this Contract including Attachment "B", in all cases the terms and conditions of this Contract and Attachment "A" shall control and prevail.

2. **CONTRACT DOCUMENTS**

This Contract shall consist of the following Contract Documents: this executed Contract; the Invitation to Bid; the Instructions to Bidders; General Conditions (Attachment "A"); Addenda and the Contractor's completed Bid Form which is attached hereto and incorporated herein by reference. In the event of any inconsistency between this Contract and any of the other Contract Documents, the terms and conditions of this Contract shall prevail.

The General Conditions, which are attached hereto as Attachment "A", are hereby made a part of this Contract and incorporated herein as if fully rewritten.

3. **TERM**

This Contract shall commence upon execution and end and terminate at midnight five (5) years later.

4. See the **General Conditions-Attachment “A”** for payment and claims procedures.

5. **INSURANCE**

A. Liability Coverage

Prior to execution of this Contract by Commission, Contractor shall provide Owner's Executive Director suitable evidence of commercial general liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with “any auto” coverage, naming Contractor as insured and its employees, subcontractors, the Commission and its officials, officers, board members, agents, employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons or any other entity whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work, services, items and/or other matters to be performed hereunder and including contractual liability coverage for the terms and conditions of this contract, which policies shall provide limits of not less than \$1,000,000.00 provided that, under no circumstances shall Contractor or its employees bring or drive a motor vehicle inside the security fence.

Commercial General Liability: \$1,000,000.00 Combined Single Limit to include Contractual, Owners and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability: \$1,000,000.00 Combined Single Limits, unless the Consultant will be driving inside the AOA, in which case the requirement shall be for \$5,000,000 combined Single Limit. Such insurance shall be “any auto” type coverage or is equivalent.

The above amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

B. Other Requirements

Other requirements concerning insurance are included in the **General Conditions** (Attachment A).

6. **SPECIAL CONTRACT TERMS**

A. Performance

- (1) The Work shall be performed in a good, workmanlike and safe manner, consistent with accepted practices and techniques, subject to TSA and Commission security and operational requirements.
- (2) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Contractor agrees to furnish at all times an adequate supply and number of trained and qualified operators and equipment to perform the Work in the best way and in the most expeditious, efficient, economic and safe manner consistent with the interest of the Commission.
- (3) Contractor shall provide at least 48 hours' notice to Commission's Airfield Manager or his designee of its desire to begin work at the Airport.
- (4) All services shall be performed with due diligence and with minimal interference to airport operation.

B. Airport Security

The Contractor acknowledges that entrance into and movement within the Airport Operations Area (AOA) and Security Identification Display Area (SIDA), located within the airfield fence line, and certain portions of the terminal building are subject to strict security regulations which will be applicable to the Contractor, the Contractor's employees and representatives, when present within the AOA, SIDA and certain portions of the terminal building. Contractor agrees to be responsible for, and insure that none of its employees, agents, subcontractors or representatives gain access, enters or moves about the AOA or SIDA without prior approval of the Owner's Executive Director as evidenced by a Commission issued identification and access media badge or constant escort by a duly authorized employee of the Owner, when said authorized employee of the Owner is displaying an airport issued identification and access media badge. The Contractor, its employees, agents, sub-contractors, and representatives shall comply with the Owner's security program.

No vehicle operated by Contractor, its employees, agents, subcontractors or representatives shall be permitted to enter or move about the AOA or SIDA, unless under continuous escort by an Airport Commission employee designated by the Director of Facilities and Grounds.

7. NOTICES

- A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.
- B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, Virginia 24012, or at such other office as Commission may hereafter designate by notice to contractor in writing.
- C. Notice to Contractor. Notice to Contractor shall be addressed and delivered to: _____

_____ or at such other office in the continental United States as Contractor may hereafter designate by notice to Commission in writing.

8. DETAILED DESCRIPTION OF THE REQUIREMENTS OF THE WORK

A. **General Description of the Work**

The Work shall consist of providing all supervision, labor, parts, materials, equipment, tools, tests, services and other incidentals as may be required for the satisfactory scheduled annual inspection of the Airport Terminal, Airfield Maintenance Building 31, Building 51; and Hangars 14 and 15 Fire Alarm Systems. It shall also include materials and labor necessary for the repair or maintenance of the units and their components when and if requested by the Owner.

B. **Scheduled Annual Inspection Services**

Contractor shall provide the following as part of its scheduled inspection services for the Airport Terminal Fire Alarm System, the Airfield Maintenance Building 31 and Hangars 14 and 15 Fire Alarm Systems, which inspections shall include the following system components:

- Smoke detectors
- Horn/strobes pull stations
- Heat detectors
- Duct detectors
- Enunciator
- Main Panel

- (1) Measure battery voltage; check electrolyte level in non-sealed batteries; burnish battery terminals; coat terminals with protective grease; remove primary power and place batteries under load; return primary power and measure battery charge current.
- (2) Temporary deactivate signal circuits on control panel; simulate alarms on each zone; wipe down front of panel and vacuum inside; perform lamp tests; measure voltages; restore signal circuits.
- (3) Visually inspect each remote enunciator; perform lamp test; test supervision; initiate trouble test to remove trouble indicator; test trouble ring back feature; clean and wipe down
- (4) Visually inspect each manual station; initiate alarms and verify at control panel; reset manual station and control panel.
- (5) Visually inspect each thermal heat detector; test mechanism with heat; and verify alarm at control panel and reset.
- (6) Visually inspect each ceiling mounted ionization smoke detector; clean chamber; activate detector with smoke, test mechanism or manufacturer approved aerosol testing agent; verify alarm at control panel and reset.
- (7) Visually inspect each ceiling mounted photo electronic smoke detector; clean chamber; activate detector with smoke, test mechanism with manufacturer approved aerosol testing agent; verify alarm at control panel and reset.
- (8) Visually inspect all audible/visual signals; activate and verify operation of each alarm signal; reset control panel.
- (9) All audible testing will take place after 5:00 P.M.

C. Repairs

Contractor shall provide labor, equipment, parts and materials to repair and maintain the systems and their components, subject to "D" below, as needed and requested by Owner.

D. Approval For and Timing of Repairs

- (1) Specific Approval: All proposed repairs and maintenance services, as well as the estimated cost thereof, shall be presented to Owner for approval prior to their being performed. Contractor shall not exceed its estimate by more than ten (10%) percent without the specific written approval of Owner.
- (2) Timing: All emergency repairs must be initiated within two (2) hours of a request and completed promptly.

All other repairs or maintenance will be initiated within four (4) hours of a request and completed promptly.

9. CERTIFICATION

The undersigned individual executing this Contract on behalf of Contractor

certifies and warrants that he or she is authorized to enter into this Contract and bind Contractor to all of the terms and conditions contained herein.

WITNESS the following signatures:

Contractor: _____

Attest: _____

By: _____

Title: _____

Date: _____

Roanoke Regional Airport Commission

By: _____
Executive Director

Attest: _____
Commission Secretary

Date: _____

Certification of Funding:

Approved for Legal Form:

By: _____
General Counsel
Roanoke Regional Airport Commission

By: _____
Treasurer

Account Number

**ATTACHMENT A
ROANOKE REGIONAL AIRPORT COMMISSION
GENERAL TERMS AND CONDITIONS
NON-AIP**

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor covenants and warrants that it has all licenses and permits necessary to perform the work and that it shall maintain all such licenses and permits as may be required by Federal, State and local agencies during the term of the Agreement.
- B. Contractor expressly warrants that in performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

GC-2 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign this Contract nor any of its rights or duties hereunder, nor shall Contractor subcontract any of the Work hereunder, without the prior written consent of the Owner's Executive Director.

The Owner will not recognize any subcontractor on the Work. The Contractor shall at all times, when work is in progress, be represented either in person or by a qualified superintendent or foreman from its staff. The qualified representative shall be duly authorized to receive and execute orders of the Owner and/or its representative.

The Contractor may only replace or add subcontractors with the prior written consent of the Owner.

Upon Owner's request(s), Contractor shall provide a listing of all subcontractors for the projects, including name, contact, address, phone, work to be performed, contract price, and amount actually paid.

GC-3 PERFORMANCE REQUIREMENTS

A. General

- (1.) The Work shall be performed in a good, workmanlike and safe manner, consistent with accepted industry practices and techniques, and subject to all applicable laws and regulations.

- (2.) Contractor shall protect the property of the Commission, airport tenants and private property owners from any and all damage caused by Contractor's operations.
- (3.) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Contractor agrees to furnish at all times an adequate supply of trained and qualified workmen, materials and equipment to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the Owner.
- (4.) All services shall be performed with due diligence and with minimal interference to the Commission and private property owner(s) in the use of the/their property.
- (5.) Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing the Foreign Object Debris (FOD) could severely damage aircraft and jeopardize the lives of passengers, Contractor shall vigilantly comply with the requirements in the Contract Documents related to the clean-up and removal of demolition/removal debris and waste materials.

B. Character of Workers, Methods, and Equipment

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. Neither Contractor nor its employees, agents, invitees or subcontractors shall bring any firearms or other weapons onto the work sites; nor shall any person come onto or remain upon the work sites while under the influence of alcohol or illegal drugs.

Any person employed by the Contractor or by any subcontractor including the project superintendent, who, in the opinion of the Commission, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the consent of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Commission may suspend the Work by written notice until compliance with such orders.

C. Equipment

All equipment used by Contractor shall be of sufficient type and size and in such mechanical condition as is necessary to meet the requirements of the work. Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable danger to Commission employees, or members of the public.

D. Inspection

A representative of the Owner and/or Consultant shall have the right at all times to examine the supplies, materials, equipment and methods used by Contractor; to observe the operations of the Contractor and its employees; to verify the activities being performed; and to do any act or thing which the Owner may be obligated or have the right to do under this agreement.

E. Clean-Up

Contractor shall clean up daily the work sites, access ways or exit routes from the work site.

F. Damage and Repair.

Contractor shall be responsible for and shall repair, or make financial and other arrangements for the repair, of any and all damages to the property of the Commission or others which may arise from its actions and the Work under this contract.

GC-4 HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES

- A. Contractor shall not dispose of or release any wastes of any kind, whether hazardous or not, on Commission property.
- B. Contractor shall remove from Commission property all waste and debris arising from its work and shall dispose of it properly, in accordance with all applicable laws. In particular, Contractor shall properly handle and remove all solvents and cleaners, and rags, cloths, containers, etc. used in conjunction with the Work.
- C. Contractor shall not bring or allow or permit to be brought onto the Commission property and shall not dispose of or release onto or from the Commission property any hazardous, toxic or petroleum material, substance, or waste. Compliance with all environmental laws shall be Contractor's sole responsibility at its sole cost. Contractor shall immediately furnish to the Commission's Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported

to any federal, state or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Contractor shall also provide Commission with copies of any and all reports resulting from tests on Commission's property or made to any governmental agency which relate to property.

- D. Environmental Indemnification: Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold the Commission, and all of its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse Commission and hold the Commission, and all of its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air.

GC-5. PAYMENTS

- A. Payment will be made in accordance with Contractor's bid for the Work, plus the cost of any additional services agreed to in advance, in writing by Commission, within thirty (30) days after the satisfactory completion of the Work, as determined by Commission, and Contractor's presentation of a proper invoice.

A detailed invoice, including the dates, on which the services were performed, shall be sent to the:

Roanoke Regional Airport Commission
Department of Finance
5202 Aviation Drive
Roanoke, VA 24012

- B. Contractor shall pay all applicable taxes, including sales tax on materials supplied. Contractor agrees that the Commission may withhold and/or offset payment to Contractor when property of the Commission, Commission's tenant/subtenant or adjoining private property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, or for unsatisfactory performance under this Contract. Contractor also agrees that it shall be liable to the Commission for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Commission or Tenant's property, or for unsatisfactory performance.

- C. Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide its social security number to the Commission and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number to the Commission.

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the contract; or
 - b. Notify the Commission and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "5b" above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

- C. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D. Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Agreement, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any

and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event.. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by Contractor or its subcontractor(s) or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the Contractor's equipment or personal property used to perform the Work. Should Contractor inadequately remedy or fail to remedy a violation of this agreement after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Contractor.

Contractor's obligation to indemnify shall not be affected by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker compensation acts, disability benefit acts or other employee benefit acts.

GC-8 ADDITIONAL INSURANCE REQUIREMENTS

In addition to the required General Liability Insurance coverage and limits contained in Section 5 of the Contract, the following terms and conditions related to Insurance shall apply:

A. Workers Compensation

Prior to the execution of this Contract by Commission, the Contractor shall obtain, and provide evidence of statutory Worker's Compensation and

Employer's Liability Insurance for all of its employees engaged in the Work. Such insurance shall be maintained throughout the term of this Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide such insurance for all of its employees engaged in the Work.

B. Notice to Commission

Contractor shall immediately notify the Commission in writing of any changes, modifications, expiration and/or termination of any insurance coverages and/or policies required by this Contract.

C. Umbrella Policy

The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

D. Insurance Company

Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

E. No Exclusions

The contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

F. Maintenance of Insurance

The continued maintenance of the insurance policies and coverages required by this Contract during the time that the Contractor is working for the Commission is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

G. Insurance Not To Be Limit on Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers may have under this Contract, including without limitation the indemnification provision contained herein. The Commission does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through

insurance. Furthermore, there is no requirement or obligation for the Commission to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

H Additional Insureds

Prior to execution of this Contract by Owner, the Contractor shall provide the Executive Director with an exact copy of the additional insured endorsement naming the entities listed above as additional insureds, and a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Owner's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Owner's General Counsel, the Contractor shall forthwith provide a new policy meeting the requirements of said persons. The additional insured coverage provided under the Consultant's insurance policy shall be primary with respect to the Contractor's general liability, notwithstanding other insurance covering the Owner.

GC-9 REQUIREMENTS IMPOSED BY STATE and FEDERAL LAW

A. NON-DISCRIMINATION

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

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex 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.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- (c.) Notices, advertisements and solicitations places 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 paragraphs 1, 2, and 3. In every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

3. The Roanoke Regional Airport Commission does not discriminate against faith based organizations.

B. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

C. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

The Contractor covenants that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

D. EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to Commission establishing that the contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

- GC-10** The new regulations require that the EEO clause shall be made a part of the Contract by citation 41 CFR 60-300.5(a) and 41 CFR 60-741(a).

“The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the

basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.”

GC-11 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *ET seq.*).

GC-12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division.

GC-13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement with the U.S. Department of Labor-Occupational Safety and Health Administration.

GC-14 CANCELLATION

A. For Cause

The Commission's Executive Director may cancel the Contract upon written notice received by Contractor whenever Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation, Contractor shall be given written notice and five (5) days to cure such failures. However, in the event that that Contractor's failure is a violation of law, and/or an act or condition that poses a risk of harm to people or their property, then Contractor shall immediately take action to cure such failure and shall complete such cure within 24 hours. Default by Contractor hereunder shall constitute a basis for determining for future contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future Contracts to Contractor.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of Owner's reasonable attorney's fees and costs related to any such proceeding.

B. Without Cause

The Executive Director of the Commission may cancel the contract without cause at any time upon ten (10) days advance written notice, and may stop the work at any time during the ten day period, provided that Contractor shall be paid for all work completed to the satisfaction of the Commission on or before the effective date of the cancellation or stop work order, whichever is sooner.

GC-15 GOVERNING LAW AND VENUE

The provision of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision, Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, and not elsewhere.

GC-16 SEVERABILITY

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this Contract, and such principle or rule is expressly waived by the parties to this Contract.

GC-17 ENTIRE AGREEMENT

This Contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith.

GC-18 SURVIVAL

All representations, agreements, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.

GC-19 DUPLICATE COPIES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

GC-20 HEADINGS

The headings used in this Contract are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Contract.