

**Nelson County, VA**  
**REQUEST FOR PROPOSAL**  
**RFP21-#TOUR01**  
 **Lovingston Market Study and Sales Gap Analysis**

**Purpose of Work:**

The County of Nelson is seeking to enter into a services contract with a qualified planning consultant, and/or multi-disciplinary firm or team to conduct and assist with the development of a market study and sales gap analysis for the village of Lovingston, an Exploring Virginia Main Street.

This document will serve as a plan to further develop the village of Lovingston. The plan will guide the future enhancement and development of the village to include business recruitment, retention and infrastructure improvements. This will be coordinated with the Comprehensive Plan update and Capital Improvement Plan.

The process must ensure that the final document reflects the desired vision for Nelson as determined by the citizens, appointed and elected officials, and other stakeholders through community participation (limited to certain requirements listed in any existing deeds). Consultant must be familiar with rural County economic development, planning and the challenges involved.

The County will utilize the provisions in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) regarding Competitive Negotiation to obtain these services.

Proposals will be received until 2:00 pm on November 30, 2021.

**Process and Deadlines:**

Submission:

- Six (6) copies of the proposal and a USB-device with one digital copy must be received by Nelson County by 2:00 pm, November 10, 2021.
- Proposals should be hand-delivered or mailed to the address listed below clearly marked RFP21-#TOUR01 “Lovingston Market Study and Sales Gap Analysis.”

Contact Information:

Maureen Kelley  
Director of Economic Development and Tourism  
County of Nelson

*Mailing Address*  
PO Box 636  
Lovingston, VA 22949

*Physical Address*  
8519 Thomas Nelson Hwy  
Lovingston, VA 22929

Phone: (434) 263-7015

Email: [makelley@nelsoncounty.org](mailto:makelley@nelsoncounty.org)

- Nelson County is an Equal Opportunity Employer. Minority and Women-owned businesses are encouraged to submit a proposal.
- Proposals will be received until:
  - Closing Time: 2:00 pm
  - Closing Date: November 30, 2021
  - Late Proposals: Proposals received after the stated closing time and date will not be considered. See Attachment 1 – County’s RFP advertisement
- All questions regarding this RFP prior to the set deadline for receipt of proposals, shall be directed to Maureen Kelley, at [makelley@nelsoncounty.org](mailto:makelley@nelsoncounty.org).

Proposals must Include the following:

- Cover letter introducing the consultant team;
- State Corporation Commission issued identification number or if not required by law, a statement describing why it is not required.
- Qualifications to include a brief history of the consultant’s business and services, consultant team members and relevant experience, and the identification and contact information for the primary point of contact;
- A list of sub-consultants, if any, including all information provided for the primary consultant;
- A summary of comparable work products for similar clients in the past, including the time period services were provided;
- Cost estimates for the provision of noted services and a fair approximation of the final cost of services, as well as considerations for reducing costs by utilizing existing local resources.
- A work plan that specifically addresses all elements in the Scope of Work described below including a project schedule of required and recommended tasks and milestones.
- Supporting Information (Optional). Provide other supporting information you feel may help us further evaluate firm qualifications and fit for completing the market study and sales gap analysis
- In accordance with State Code Section 2.2-4342, respondents must identify proprietary information provided prior to or upon submission of proposals; stating the reasons why protection of this information is necessary.

Period of Performance:

The time period for the work described in the scope is approximately 6 months from issuance of Notice to Proceed.

Previous and Current Planning Efforts:

2014-2015 Comprehensive Plan (Update FY22)

**Scope of Work:**

The consultant will be responsible for providing the following scope of services in leading a planning process and developing a market study and sales gap analysis for the village of Lovington. Nelson County Economic Development and Tourism will liaison with the selected consultant and provide direction, data, logistical, and other support as needed.

#### Development of market study and sales gap analysis:

- Prepare a document will assist the County in developing plans for business recruitment and retention, to satisfy the current and future needs of its citizens and visitors.
- Prepare a report containing summarization of findings, recommendations and action steps resulting from items 2-6 below. The report shall be prepared in a manner that will guide staff and elected officials with regards to future decisions and priorities for the Nelson County Economic Development and Planning and Zoning.

#### Document & Evaluate Existing Conditions:

- Evaluate existing market conditions.
- Identify and evaluate current County demographics and visitorship capture.

#### Public Engagement & Visioning:

- In coordination with county staff, engage the public using various methods of outreach to include a community and visitor needs assessment. Ensure public input is documented, evaluated and incorporated into various elements of the analysis.
- Outline Issues & Opportunities; Vision, Goals, and Objectives
- Identify funding opportunities and economic benefits.
- Using data and input from the above items, county staff and other stakeholders, develop a vision, goals and objectives for the economic revitalization of the village of Lovingston.

#### Identify Priority Sectors and Business Types:

- Prioritize needed business sectors and types of businesses for recruitment

#### Identify Funding Sources:

- Identify and evaluate existing County economic development efforts for Lovingston. Include deficiencies in resources for existing programs and operations.
- Identify alternative funding options
- Based on the evaluation of existing funding programs, determine what methods of alternative funding may be feasible in Nelson County, such as:
  - Grants
  - Private Foundations
  - Fundraising
  - Other
- Identify options to help mitigate potential funding gaps.

#### GIS/Mapping:

- GIS/Mapping shall be used to create exhibits for use during the planning process, and maps for inclusion in the planning document. Most geographic data will be existing; it is anticipated there may be other geographic information pertinent to the plan that may need updating and/or creation by consultant in other planning scope of work items by the consultant. After plan completion, Consultant shall provide Nelson County with all GIS data used to create the plan in a format that can be imported into ESRI ArcGIS.

**Evaluation Criteria:**

Each proposal will be evaluated based upon the following published criteria, including compliance with the RFP instruction and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to select the consultants who, in the sole discretion of the County, offers the best value and fit for the needs of the County. In lieu of a numerical scoring system, the County shall use a qualification based selection process in accordance with the VPPA, and each proposal will be evaluated on the following criteria:

1. **Project Understanding:** The proposal demonstrates that the consultants understand the needs and priorities of the County.
2. **Approach and Methodology:** The proposal demonstrates that the consultant team has a well-developed plan to satisfy all items in the Scope of Work.
3. **Experience and Qualifications:** The members of the consultant team and any sub-contractors possess the necessary skills and experience to successfully complete the Scope of Work.
4. **References:** The consultant team is able to demonstrate that it has successfully completed similar projects for previous clients.
5. **Cost:** The proposal includes reasonable details of cost estimates broken out by project task and deliverables.

The County reserves the right to waive any proposal informalities, reject any proposals submitted or cancel this solicitation. The County will rank the proposals and will select two or more offerors deemed to be fully qualified and best suited among those submitting proposals for negotiation, with or without interviews.

**Supporting Exhibits**

- 2014-2015 Comprehensive Plan (and FY22 updates)

<https://www.nelsoncounty-va.gov/departments/planning-zoning/comprehensive-plan/>

**Proposed Agreement:**

It is the intent of the County to use the attached Agreement (Attachment 2) in order to procure the services of the successful offeror. The provisions of this RFP and the selected respondent's proposal shall be incorporated into the final contract agreement thereto.

By Authority of Nelson County Board of Supervisors

EOE

Attachments: 1 & 2

**Attachment 1**  
**Nelson County, VA**  
**RFP21-#TOUR01**  
**Market Study and Sales Gap Analysis**  
**for Lovingston**

November 3, 2021

To: Nelson County Times

From: Nelson County

Re: Advertisement

Please advertise the below request for proposals as a legal ad in the November 8, 2021 edition of the Nelson County Times. Please invoice the County of Nelson, P.O. Box 336, Lovingston, VA 22949 and provide proof of publication with the invoice.

REQUEST FOR PROPOSALS

Market Study and Sales Gap Analysis for Lovingston

RFP21- #TOUR01

NELSON COUNTY, VA

The County of Nelson is requesting proposals from Consulting firms for the provision of The County of Nelson is seeking to enter into a services contract with a qualified planning consultant, and/or multi-disciplinary firms or teams to conduct and assist with the development of a market study and sales gap analysis for the village of Lovingston, an Exploring Virginia Main Street.

This planning document will serve as a plan to further develop the business set in Lovingston. This document will serve as a plan to further develop the village of Lovingston. The plan will guide the future enhancement and development of the village to include business recruitment, retention and infrastructure improvements. This will be coordinated with the Comprehensive Plan update and Capital Improvement Plan.

Proposals will be received until 2:00 p.m., local time prevailing, on November 30, 2021 and may be submitted to the County by mail at County of Nelson, Director of Economic Development and Tourism, P.O. Box 636, Lovingston, VA 22949 or hand delivered to County of Nelson, Economic Development and Tourism, 8519 Thomas Nelson Hwy, Lovingston, VA 22949.

The County's RFP document, RFP21- #REC01 may be obtained by contacting the Nelson County Economic Development and Tourism office at (434) 263-7015, by email request to Maureen Kelley at [makelley@nelsoncounty.org](mailto:makelley@nelsoncounty.org), at the County's website, [www.nelsoncounty-va.gov](http://www.nelsoncounty-va.gov), or in person at the Tourism office, 8519 Thomas Nelson Hwy, Lovingston, VA 22949.

EOE

By Authorization of Nelson County Board of Supervisors

**Attachment 2**  
**Nelson County, VA**  
**RFP21-#TOUR01**  
**Market Study and Sales Gap Analysis**  
**for Lovingston**

SERVICES AGREEMENT

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Nelson, Virginia (the "County") and \_\_\_\_\_

\_\_\_\_\_ (the "Contractor") provides:

A. Undertaking. The Contractor will furnish materials and perform the work for

\_\_\_\_\_  
\_\_\_\_\_

(the "Work") in accordance with this Agreement, the General Conditions, and the specifications listed in \_\_\_\_\_, marked as Exhibit 1, \_\_\_\_\_, marked as Exhibit 2, and \_\_\_\_\_, all of which are attached hereto and made a part hereof (collectively, the "Contract Documents").

B. Contract Price. The County will pay in consideration of the Work

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as follows:

- [ ] 1. ONE LUMP SUM will be made for the whole contract, upon acceptance by the County, of all Work required hereunder and compliance by the Contractor will all the terms and conditions of this Agreement.

[ ] 2. PARTIAL PAYMENTS IN THE AMOUNT OF 95 PERCENT of the value of the work in place and of the value of the materials suitably stored at the site (less the aggregate of previous payments) will be made at intervals of \_\_\_\_\_. The value of the work and materials in place or on site shall be as estimated by the Contractor and approved by the County. Upon acceptance by the County of all Work required hereunder, and compliance by the Contractor with all terms and conditions of this Agreement, the amount due the Contractor will be paid.

[ ] 3. \_\_\_\_\_.

C. Term. The Contractor will begin the Work by \_\_\_\_\_ and complete the Work by \_\_\_\_\_.

D. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United

States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

Stephen A. Carter  
County Administrator  
Post Office Box 336  
Lovington, Virginia 22949

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Guarantee. The period of warranty pursuant to Paragraph 8 of the General Conditions is \_\_\_\_\_.

F. Liquidated Damages. Liquidated damages pursuant to Paragraph 11 of the General Conditions shall be \$ \_\_\_\_\_ per day.

G. Special Provisions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF NELSON

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_



Approved as to form:

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County Attorney

Revised 10/18/21

### GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Debarment Status. By submitting its proposals, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.
  
2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon any public employee having official responsibility for this 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 was exchanged.
  
3. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.
  
4. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

5. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

6. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

7. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

8. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

9. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

10. Termination. The County upon written notice to the Contractor may terminate this Agreement for convenience. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

11. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor's right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise.

The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

12. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

13. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

14. Relationship of Parties. The Contractor's relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

15. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

16. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

17. Insurance. A. Contractor will carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000), and (iv) automobile liability with One Million Dollars (\$1,000,000) combined single limit.

B. Each party hereby grants to the other a waiver of any right to subrogation which any insurer of a party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether a party has received a waiver of subrogation endorsement from its insurer.

C. Contractor shall immediately notify the County in writing of any material changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Contractor shall provide the County with an Acord certificate of insurance which shall have attached thereto the appropriate endorsement, coverage form, or binder, as the case may be.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk

and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. 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.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to 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 workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Force Majeure. Any obligation or performance of either party hereunder shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightning, unusually severe weather, material or facility shortages, lack of transportation, acts of any governmental authority, governmental codes, ordinances, laws, rules, and regulations or restrictions, war, civil disorder, pandemic, epidemic, or state of emergency or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease to exist.

23. Faith Based Organizations. The County does not discriminate against faith-based organizations.

24. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

26. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

27. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

29. Successors. This Agreement shall inure to the benefit of and be binding on the parties, and their heirs, successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement without regard to choice of law principles. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the state courts of Nelson County, Virginia.

32. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

33. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

34. Construction Supervision.  (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

35. Cooperative Procurement.  (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

END