

# SOUTHAMPTON COUNTY VIRGINIA

Southampton County  
26022 Administration Center Drive  
PO Box 400, Courtland, VA 23837



Phone (757) 653-3015  
Fax (757) 653-0227

---

## MEMORANDUM

---

TO: Mr. Michael W. Johnson, County Administrator  
FROM:  Jon M. Mendenhall, Assistant County Administrator  
SUBJECT: Former Ivor Elementary School Abatement  
DATE: 1/17/12  
ENCL: Received Bids (3), Sample Contract  
CC: File

---

On 3 January 2012 Gray and Sons Construction notified me that while going through the former Ivor Elementary School over the holiday weekend prior to mobilizing for demolition that they discovered two areas of concern regarding possible asbestos, these areas were ceiling tile and pipe joints. This notification was found to comply with Special Provision # 2 of the contract. Southampton County responded to this notification by calling three asbestos abatement contractors for estimates to abate suspect asbestos as identified by the demolition contractor. Upon closer examination during the scoping of asbestos abatement work the ceiling tiles were deemed unlikely to contain asbestos material while the floor tile (9x9) was deemed likely to contain asbestos material. Based on these determinations all bidders were instructed to provide bids for the observable suspect asbestos that they, in their professional judgment, believed hazardous. A detailed evaluation conducted by a registered testing firm was not utilized, nor was a full survey conducted.

Bids were solicited informally pursuant to the Virginia Public Procurement Act, Section § 2.2-4303 of the Code of Virginia as amended. The bid results are as follows:

Bidder	Amount
Atlantic Environmental	\$46,670.00
East Coast Demolition	No bid
Waco	\$28,700.00

Based upon the bids received staff recommends selection of the lowest responsive bid of \$28,700.00 submitted by Waco. A copy of a sample contract has been included for informational purposes. It has been a pleasure working with the contractor community to provide these bids for review and I look forward to working at the direction of the Board of Supervisors to see this project to completion.



January 9, 2012

Southampton County  
[jmendenhall@co.southampton.state.va.us](mailto:jmendenhall@co.southampton.state.va.us)

Re: Ivor Elementary School  
Asbestos Abatement

Dear Mr. Mendenhall,

We would like to offer this proposal for the removal and disposal of asbestos containing materials as shown to us on January 5, 2012. The scope of work was determined by a visual inspection and is limited to the following locations, material types and approximate quantities:

Auditorium	\$ 3,000.00
125' Pipe Insulation	
25 Fittings	
2 Roof Drain Bowls	
2 AHU Expansion Joints	
 Kitchen	 \$ 3,000.00
210' Pipe Insulation	
8 Fittings	
 Main Office	 \$ 700.00
11 Fittings	
 10 Classrooms	 <u>\$22,000.00</u>
800 sf Floor Tile and Adhesive	
6 Fittings	
 Total	 \$28,700.00

All work practices will be in accordance with 29 CFR 1926.1101 Asbestos. We include providing electrical power and water, personal air monitoring, selective demolition of the kitchen ceiling in order to access piping, and the removal of carpeting in the classrooms. All debris in the work area is to be removed by others prior to the abatement effort. We do not include 3<sup>rd</sup> party inspection or monitoring. It is anticipated that the work can be substantially complete within 15 working days after the notification period.

Sandston, VA  
(804) 222-8440

Newport News, VA  
(757) 873-2205

Mt. Crawford, VA  
(540) 434-7390

Mechanicsville, MD  
(301) 290-1333

Radford, VA  
(540) 633-6311

Fincastle, VA  
(540) 473-2891

Chesapeake, VA  
(757) 558-3100

Bladenboro, NC  
(910) 648-5468

Covington, VA  
(540) 962-5161

Mt. Storm, WV  
(304) 259-5115

Southampton County

Page 2

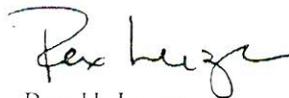
January 9, 2012

We wish to bring to your attention that the scope of work defined above is our best effort to identify presumed asbestos containing materials. This is not a formal survey and we did not include sample analysis. It is possible that additional asbestos containing materials may be found. Examples may include roofing materials or piping concealed in chases. If additional materials are found we propose to negotiate a fixed price or work at your direction on a time and material basis.

We appreciate the opportunity to offer this proposal. If you have any questions or we can be of service please call.

Sincerely,

WACO, INC.

A handwritten signature in black ink, appearing to read "Rex Luzar". The signature is written in a cursive style with a large initial "R".

Rex H. Luzar  
Vice President



**ATLANTIC ENVIRONMENTAL**

**C O M P A N I E S**  
 924 Professional Place, Chesapeake, Virginia 23320  
 (757) 548-4888 • FAX (757) 548-8986

FACSIMILE TRANSMITTAL SHEET

TO: John Mendenhall	FROM: Katherine Landers
COMPANY: Southampton County	DATE: 1/12/12
FAX NUMBER: 1 (757) 653-0227	TOTAL NO. OF PAGES INCLUDING COVER: 3
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Pre-Demolition of Ivor Elementary School	ORIGINAL BEING FORWARDED BY MAIL: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

URGENT     FOR REVIEW     FOR APPROVAL     PLEASE REPLY     AS REQUESTED

**NOTES/COMMENTS:**  
 Please find attached our proposal for the above referenced project. If you have any questions, please contact Don Koonce at (757) 620-3066 or our office.

THANK YOU,  
*Katherine Landers*  
 Project Manager's Assistant  
[katherine@atlanticevironmental.com](mailto:katherine@atlanticevironmental.com)

This facsimile and any files transmitted with it may contain confidential and/or protected information that is intended solely for the use of the individual or entity to which it was originally addressed. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any use, disclosure, distribution, reproduction, or taking any action in reliance upon the contents of this facsimile is strictly prohibited and may be unlawful. If you have received this facsimile in error, kindly notify us immediately by replying to this facsimile and then please delete it. Thank you.

*Environmental and Contract Services for: Asbestos, Lead, PCB, HAZMAT  
 UST/AST, Contaminated Soil and Liquid Removal, Mold and IAQ Remediation,  
 Duct Cleaning, Specialty, Interior and Whole Building Demolitions*

WILLIAM M. GREENE  
Chief Executive Officer  
  
JONI P. GREENE  
President / Treasurer  
  
DONALD A. KOONCE  
Vice President  
  
ERNESTINE R. DRIVER  
Secretary / Comptroller



**ATLANTIC ENVIRONMENTAL**  
**C O M P A N I E S**

924 PROFESSIONAL PLACE • CHESAPEAKE, VIRGINIA 23320 • (757) 548-4888 • FAX (757) 548-8986

Web: [www.atlanticenvironmental.com](http://www.atlanticenvironmental.com) • Email: [info@atlanticenvironmental.com](mailto:info@atlanticenvironmental.com)

CERTIFIED WOMAN BUSINESS ENTERPRISE – WBE #650914

INCORPORATED IN THE STATE OF VIRGINIA IN 1989

SAMUEL L. HARGROW  
Operations Manager  
  
CLARENCE N. "Butch" STEEVES  
Estimator/Project Manager  
  
NATHAN W. GREENE  
Estimator/Project Manager  
  
MARK R. WEST  
General Manager

January 12, 2012

Southampton County  
26022 Administration Center Drive  
Courtland, Virginia 23837

Attention: Mr. John Mendenhall

Reference: Asbestos Removal and Disposal

Project: Pre-Demolition of Ivor Elementary School  
7486 Proctor's Bridge Road  
Southampton County, Virginia

Dear Mr. Mendenhall:

Pursuant to your request and our site walkthrough, the following shall be our confirming quotation and intended scope of work, exceptions, and price for the above referenced project.

**SCOPE OF WORK:**

- **Remove and dispose of the following quantities of assumed asbestos containing materials:**

**NON-FRIABLE MATERIALS:**

- **Approximately 2,900 SF of carpet, 9x9 floor tile, and mastic in classroom wings**
- **Approximately 7,700 SF of 9x9 floor tile and mastic in classroom wing**

**FRIABLE MATERIALS:**

- **Twelve (12) metal clad mudded drain bowls**
- **Twelve (12) large elbows at bottoms of roof drain risers**
- **Approximately 600 LF of small pipe insulation**
- **Approximately twenty-five (25) small pipe insulation fittings**

**PRICE** ..... \$ **46,670.00**

\_\_\_\_\_  
Initial  
\_\_\_\_\_  
Date

Southampton County  
January 12, 2012  
Page 2 of 3



**ATLANTIC ENVIRONMENTAL**

C O M P A N I E S

**NOTATIONS:**

- All work per state and federal regulations
- Provide state notification
- Dispose of debris into an EPA approved landfill and provide a proper regulated waste manifest
- Provide a third party monitoring firm for all monitoring and visuals
- Provide a generator, temporary lighting, and water for the project
- The above quantities of materials are what was observed during the site walkthrough, any pipe and fitting insulation that was not visible within walls and ceilings is not included in the price
- No 12x12 floor tile and mastic is not included
- The price does not include any other possible materials that may contain asbestos
- It is understood that the owner shall have all debris, cabinetry, shelving, or any other items removed that is in the way of the abatement work
- Quote assumes acceptance of work plan by the owner and a mutually acceptable contract agreement with the prime contractor.

**EXCEPTIONS:**

- No bonds
- No patch, paint, level, repair, replacement or preparation for paint or finish or installation
- No removal or replacement of furniture, fixtures, and/or inventories
- No removal or disposal of regulated or hazardous materials
- Others to cut, cap, make safe, remove, and dispose of mechanical, electrical, plumbing, and communication systems and equipment
- General Contractor to install any temporary construction walls and or dust barriers. AEC will use dust mitigating demolition methods, i.e. airless sprayers
- General Contractor to lay out and mark all cuts and penetrations

Taxes and insurance, liability limit \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and \$4,000,000.00 in excess, are included in quoted prices, **but no bonds**. Payment and performance bonds can be provided for an additional cost to the contract price.

Our quote shall be held firm for sixty (60) days from date of quote. Invoicing shall be by progressive billing as agreed by both contractor and owner, net due in thirty (30) days from receipt of invoice. All back charges other than warranty claims must be asserted within sixty (60) days from the date of substantial completion of the Subcontractor's work, else be conclusively waived. Final payment is due once AEC has completed the work, the work is inspected, final clearances have been obtained, if required, and all final close out documents have been submitted. A service charge of 1.5% will be added on amounts over ten (10) days old, and compounded every thirty (30) days thereafter, reflecting an annual interest rate of 18% and all costs of collection, including attorney's fees of 25% of the collection amount, which the parties agree to be reasonable, should collection or arbitration become necessary.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Southampton County  
January 12, 2012  
Page 3 of 3



**ATLANTIC ENVIRONMENTAL**  
C O M P A N I E S

Should you have any questions with regard to this project or proposal, please do not hesitate to contact our office at your earliest convenience.

**ATLANTIC ENVIRONMENTAL CONSTRUCTION CO.**

Donald A. Koonce  
Vice President

DAK/khl

Acceptance of Proposal and Notice to Proceed

\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
Date

{Please initial and date each page of this proposal.}

\_\_\_\_\_  
Initial  
\_\_\_\_\_  
Date

## Jon Mendenhall

---

**From:** Roland McCoy [estimating@eastcoastdemolition.com]  
**Sent:** Thursday, January 12, 2012 12:01 PM  
**To:** jmendenhall@co.southampton.state.va.us  
**Subject:** Ivor school abatement

We at East Coast Abatement appreciate the opportunity to bid on the Ivor school abatement job, but have decided not to turn in a bid due to a conflict of interest with another company bidding the project. Please keep us in mind for any future demolition or abatement projects.

Thank You,

Roland McCoy

East Coast Demolition



January 9, 2012

Southampton County  
[jmendenhall@co.southampton.state.va.us](mailto:jmendenhall@co.southampton.state.va.us)

Re: Ivor Elementary School  
Asbestos Abatement

Dear Mr. Mendenhall,

We would like to offer this proposal for the removal and disposal of asbestos containing materials as shown to us on January 5, 2012. The scope of work was determined by a visual inspection and is limited to the following locations, material types and approximate quantities:

Auditorium	\$ 3,000.00
125' Pipe Insulation	
25 Fittings	
2 Roof Drain Bowls	
2 AHU Expansion Joints	
Kitchen	\$ 3,000.00
210' Pipe Insulation	
8 Fittings	
Main Office	\$ 700.00
11 Fittings	
10 Classrooms	<u>\$22,000.00</u>
800 sf Floor Tile and Adhesive	
6 Fittings	
Total	\$28,700.00

All work practices will be in accordance with 29 CFR 1926.1101 Asbestos. We include providing electrical power and water, personal air monitoring, selective demolition of the kitchen ceiling in order to access piping, and the removal of carpeting in the classrooms. All debris in the work area is to be removed by others prior to the abatement effort. We do not include 3<sup>rd</sup> party inspection or monitoring. It is anticipated that the work can be substantially complete within 15 working days after the notification period.

Sandston, VA  
(804) 222-8440

Newport News, VA  
(757) 873-2205

Mt Crawford, VA  
(540) 434-7390

Mechanicsville, MD  
(301) 290-1333

Radford, VA  
(540) 633-6311

Fincastle, VA  
(540) 473-2891

Chesapeake, VA  
(757) 558-3100

Bladenboro, NC  
(910) 648-5468

Covington, VA  
(540) 962-5161

Mt. Storm, VA  
(304) 259-5115

Southampton County

Page 2

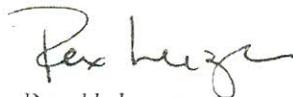
January 9, 2012

We wish to bring to your attention that the scope of work defined above is our best effort to identify presumed asbestos containing materials. This is not a formal survey and we did not include sample analysis. It is possible that additional asbestos containing materials may be found. Examples may include roofing materials or piping concealed in chases. If additional materials are found we propose to negotiate a fixed price or work at your direction on a time and material basis.

We appreciate the opportunity to offer this proposal. If you have any questions or we can be of service please call.

Sincerely,

WACO, INC.

A handwritten signature in black ink, appearing to read "Rex Luzar". The signature is written in a cursive style with a large initial "R".

Rex H. Luzar  
Vice President



DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

5600 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 667-6500

NUMBER

3306 000065

07-31-2012

VIRGINIA ASBESTOS LICENSE  
CONTRACTOR LICENSE

WACO, INC  
5450 LEWIS RD  
PO BOX 829  
SANDSTON, VA 23150



*Gordon N. Dixon*  
Gordon N. Dixon, Director

REGISTRATION FEE: \$100.00 (NON-REFUNDABLE) - FEE FOR RENEWAL: \$50.00 (NON-REFUNDABLE)  
RENEWAL DATE: 07-31-2012

PRINTED AT THE OFFICE OF THE DIRECTOR OF PROFESSIONAL AND OCCUPATIONAL REGULATION

COMMONWEALTH OF VIRGINIA

0000000000

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
5600 Mayland Dr., Suite 400, Richmond, VA 23233

VIRGINIA ASBESTOS LICENSE  
CONTRACTOR LICENSE

NUMBER: 3306 000065 EXPIRES: 07-31-2012

WACO, INC

5450 LEWIS RD  
PO BOX 829  
SANDSTON, VA 23150

Contract # \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

County of Southampton  
Project Management Office  
PO Box 400  
Courtland, Virginia 23837

### **General Services Contract**

#### **County of Southampton Contract Identification Information:**

Contract Title: Ivor Elementary School Abatement

This AGREEMENT is entered into between the County of Southampton, Virginia "County", and Waco Inc., "Contractor".

#### **I. WORK BY CONTRACTOR**

The Contractor shall perform the work described in the Scope of Work, which is attached hereto and incorporated via reference as Attachment "A".

#### **II. TERM OF CONTRACT**

- A. The Contractor will begin providing services on, or about January 30, 2012, or upon execution (signature of both parties), whichever is later, and will complete services on February 17, 2012; however, the Contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the County's designated personnel.
- B. Modification – The County periodically may make changes to the Services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment "A", the Contractor's compensation hereunder shall be modified accordingly.

#### **III. PAYMENT**

- A. The County shall pay the Contractor for such services:

- Lump sum of \$28,700.00.

- B. The Contractor shall maintain time and expense records, report them to the County monthly and shall submit invoices to the County monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the County. The Contractor shall furnish such receipts, documents, and other supporting materials as the County may reasonably request to verify the contents of any invoice.

- C. The County shall pay all invoices from the Contractor by mailing payment within thirty (30) days of receipt of a properly completed invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the County for a period of three (3) years after final payment. Copies shall be made available to the County upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the Contract requirements and the County shall have the right to withhold payment for such work until it meets the requirements of the Contract.

#### **IV. RESPONSIBILITY OF CONTRACTOR**

- A. Safety – The Contractor shall take all necessary precautions for the safety of employees and property on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinance, and codes. The Contractor shall erect and properly maintain at all times, as required by site and work conditions, all necessary safeguards for the protection of workers and the public.
- B. Warranty – The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment "A".
- C. Employment – Any and all employees of the Contractor under this Contract, shall be considered employees of the Contractor only and not of the County. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of a negligent act or omission on the part of the Contractor's employees, while so engaged, in any of the work or services provided for or rendered herein, shall be the obligation of the Contractor and not of the County.

#### **V. DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification.
- B. The Contractor shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Section III shall be a material breach of this Contract and grounds for cancellation, termination or suspension of the Contract by the County, in whole or in part, and may result in ineligibility for further work for the County.

## **VI. TERMINATION OF CONTRACT**

- a. The County may terminate the Contract by giving ten (10) days written notice to the Contractor, upon the occurrence of any one (1) or more of the following:
  1. The Contractor makes a general assignment for the benefit of creditors.
  2. A receiver is appointed as a result of the insolvency of the Contractor.
  3. The Contractor refuses or fails to complete the work required herein.
  4. The Contractor fails to make prompt payment to subcontractors for material or labor.
  5. The Contractor disregards federal, state, or local regulations and ordinances.
  6. The Contractor disregards instructions of County as outlined in Section IX, or otherwise substantially violates the terms of this Contract.
  7. The County determines that sufficient funds are not available to fund completion of the work contracted for.
- b. This Contract may be terminated by either party without cause upon thirty (30) days written notice. In which event all finished or unfinished material or work of the Contractor pursuant to this Contract shall be submitted to the County, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Section III or as specified in Attachment "A" for any satisfactory completed work prior to the date of termination.
- c. In the event this Contract is terminated by the County, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination.

## **VII. OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents and material prepared by the Contractor with funds paid by the County under this Contract shall become the property of the County and shall be forwarded to the County upon its request.

## **VIII. CLAIMS**

Any claim against the County for damages, expenses, costs or extras arising out of the performance of this Contract shall be made in writing within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the County for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

## **IX. GENERAL ADMINISTRATION AND MANAGEMENT**

The Assistant County Administrator, or his/her designee, shall be the County's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

## **X. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Contractor shall protect, defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the County obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The County shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. In the event the Contractor obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- C. The Contractor will indemnify, defend, and hold the County (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

## **XI. INSURANCE; RISK OF LOSS**

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks. The Contractor will provide the County with certificates of insurance and other supporting materials as the County reasonably may request to evidence Contractor's continuing compliance with this Section XI. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the County's property in the Contractor's possession or control that is caused by the

Contractor. In the event of any such loss or damage, the Contractor will pay the County the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. The Contractor shall promptly report any accident, damage, loss or other claim to the County within three (3) days of such loss.

## **XII. INDEPENDENT CONTRACTOR**

- A. Nature of Relationship – The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the County) in the performance of the Services for the County. The Contract shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the County. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the County. Since the Contractor will not be an employee of the County, the Contractor will not be entitled to any of the benefits that the County may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents or subcontractors to perform any services under the Contract in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the County. In addition, the Contractor acknowledges that as an independent Contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the County in the event of injury.
- B. Contractor Responsible for Taxes and Records – The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Contractor's performance of the Services and receipt of fees under the Contract. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Contract. No part of the Contractor's compensation will be subject to withholding by the County for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the County be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Contract. The County will regularly report amounts paid to the Contractor by filing documentation with the Internal Revenue Service as required by law.

## **XIII. FUTURE SUPPORT**

The County makes no commitment and assumes no obligations for the support of the Contractor's activities except as set forth in this Agreement.

In witness whereof, the parties have executed this Contract and it shall be effective as of the last date written below.

**Contractor**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

**County**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

#### **XIV. GENERAL PROVISIONS**

- A. Governing Law; Forum – The Contract will be governed by the laws of Virginia and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Southampton County, Virginia, with respect to any dispute arising out of or in connection with the Contract, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Contract other than in the aforementioned courts.
- B. Severability – If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The County and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. Non-waiver – Any failure by the County to enforce strict performance of any provision of the Contract will not constitute a waiver of the County's right to subsequently enforce such provision or any other provision of the Contract.
- D. No Assignment – Neither the Contract nor any of the rights or obligations of the Contractor arising under the Contract may be assigned, without the County's prior written consent. Subject to the foregoing, the Contract will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. County Marks – The Contractor shall not use any trade name, trademark, service mark, or logo of the County (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the County's express prior written consent.
- F. Notices – All notices and other communications under this Contract must be made in writing and must be delivered via any one (1) of the following: email, United States Postal Service, or by hand to the party to whom the communication is addressed.
- G. Legal Fees – In any lawsuit between the parties with respect to the matters covered by the Contract, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. Counterparts – The Contract may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

#### **XV. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

## Attachment A Scope of Work



11839 Canon Blvd. Suite A • Newport News, VA 23606-2559 • 757-873-2205 • Fax 757-873-0274

January 9, 2012

Southampton County  
[jmendenhall@co.southampton.state.va.us](mailto:jmendenhall@co.southampton.state.va.us)

Re: Ivor Elementary School  
 Asbestos Abatement

Dear Mr. Mendenhall,

We would like to offer this proposal for the removal and disposal of asbestos containing materials as shown to us on January 5, 2012. The scope of work was determined by a visual inspection and is limited to the following locations, material types and approximate quantities:

Auditorium	\$ 3,000.00
125' Pipe Insulation	
25 Fittings	
2 Roof Drain Bowls	
2 AHU Expansion Joints	
Kitchen	\$ 3,000.00
210' Pipe Insulation	
8 Fittings	
Main Office	\$ 700.00
11 Fittings	
10 Classrooms	<u>\$22,000.00</u>
800 sf Floor Tile and Adhesive	
6 Fittings	
Total	\$28,700.00

All work practices will be in accordance with 29 CFR 1926.1101 Asbestos. We include providing electrical power and water, personal air monitoring, selective demolition of the kitchen ceiling in order to access piping, and the removal of carpeting in the classrooms. All debris in the work area is to be removed by others prior to the abatement effort. We do not include 3<sup>rd</sup> party inspection or monitoring. It is anticipated that the work can be substantially complete within 15 working days after the notification period.

Sandston, VA  
(804) 222-8440

Newport News, VA  
(757) 873-2205

Mt Crawford, VA  
(540) 434-7390

Mechanicsville, MD  
(301) 290-1333

Radford, VA  
(540) 633-6311

Fincastle, VA  
(540) 473-2891

Chesapeake, VA  
(757) 558-3100

Bladenboro, NC  
(910) 648-5468

Covington, VA  
(540) 962-5161

Mt. Storm, WV  
(304) 259-5115

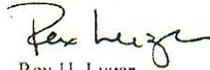
Southampton County  
Page 2  
January 9, 2012

We wish to bring to your attention that the scope of work defined above is our best effort to identify presumed asbestos containing materials. This is not a formal survey and we did not include sample analysis. It is possible that additional asbestos containing materials may be found. Examples may include roofing materials or piping concealed in chases. If additional materials are found we propose to negotiate a fixed price or work at your direction on a time and material basis.

We appreciate the opportunity to offer this proposal. If you have any questions or we can be of service please call.

Sincerely,

WACO, INC.



Rex H. Luzar  
Vice President