

**MONTGOMERY REGIONAL SOLID WASTE AUTHORITY  
REQUEST FOR PROPOSAL  
RENOVATIONS TO THE TRANSFER STATION TIPPING FLOOR  
AND DRAINAGE SYSTEM  
RFP 12-01**

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**Proposals due –  
Date: February 22, 2012  
Time: 2:00 p.m.  
Location: 555 Authority Drive, Christiansburg, VA 24073**

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**I. GENERAL.**

The Montgomery Regional Solid Waste Authority (the “Authority” is soliciting proposals utilizing the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”) to select a contractor for the design, construction and renovation of the tipping floor and drainage system at the Authority’s existing solid waste transfer station (the “Transfer Station”).

The Authority will consider alternative solutions, including but not limited to removing and replacing the existing concrete floor, overlay flooring solutions to be placed over the existing concrete, and alternative materials and configurations to optimize the existing floor drainage system. Proposals must include sufficient detail to enable the Authority to evaluate the cost, durability and functionality of the proposed work. The Authority recommends that potential proposers arrange visits to and inspect the Transfer Station prior to submitting a proposal.

Because the Authority must continue to use the Transfer Station for processing solid waste during the renovation process, proposers should include in their proposal a plan for phasing or otherwise scheduling work to enable the Authority to continue to use the Transfer Station at all times. Proposers should demonstrate knowledge of environmental and other applicable regulations. Proposers should become familiar with all applicable PPEA requirements as well as the Authority’s attached PPEA Guidelines.

Each proposer should submit a plan for renovating the Transfer Station tipping floor and tipping floor drainage system, subcontractors expected to be used, references, experience, proposed timetable and cost schedule. The Authority reserves the right to accept or reject any or all proposals in total or in part.

**II. ISSUANCE OF RFP AND QUESTIONS.**

Questions concerning this RFP and site visit requests should be directed in writing to:

Mr. Alan Cummins, Executive Director  
Montgomery Regional Solid Waste Authority

Physical Address: 555 Authority Drive  
Christiansburg, VA 24073

Mailing address: P.O. Box 2130  
Christiansburg, VA 24068-2130

### **III. CONDITIONS, REQUIREMENTS, AND PROCEDURE.**

A. Firms interested in being considered for the award of a contract must submit their proposal, one original and 3 copies, in a sealed envelope marked RFP 12-01. Each envelope should show the identification, "Proposal - Renovations to the Transfer Station Tipping floor and Drainage System" and the date of the proposal.

B. The Authority may appoint either the Executive Director or a selection committee to review all proposals and obtain references in order to evaluate the qualifications of responding firms. The Executive Director or selection committee may conduct interviews with proposers.

C. Each proposal and person or firm submitting a proposal will be evaluated based on the factors set forth in Appendix A as well as the following:

1. Overall competence in relevant areas of expertise;
2. Performance and experience with regard to comparable projects in terms of proposed design and materials similar to or the same as the project;
3. General understanding and knowledge of the project and the community;
4. Technical and staff capabilities for undertaking and completing the project in an expeditious manner;
5. Timetable;
6. Cost, and
7. Other information responsive to this RFP.

The Proposal Conditions (Appendix A) and General Terms and Conditions (Appendix B) are part of this RFP. The Authority will not charge an initial review fee. Proposals should not include any debt financing component as the Authority expects to pay for project costs from funds it currently has. The Authority will not use the two-part proposal process allowed by the PPEA Guidelines. Proposal review and negotiation is expected to occur from approximately February to June, 2012 with construction to begin in June or July, 2012.

## **APPENDIX A**

### **MONTGOMERY REGIONAL SOLID WASTE AUTHORITY PROPOSAL CONDITIONS**

#### **IMPORTANT!** **READ CAREFULLY BEFORE MAKING BID/PROPOSAL!**

1. An offeror may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the offeror may not withdraw for a period of ninety (90) calendar days following the deadline for submission of bids shown in the Request for Proposals. Any offeror may be required to clarify the offer or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the offeror's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected if the Authority determines that it is in the best interest of the Authority to do so. The reasons therefor shall be made a part of the contract file. Any offer which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the Authority.
3. Procurement documents may be subject to disclosure under applicable law. Prior to submitting a proposal, offerors should review the Authority's PPEA Guidelines, the text of the PPEA and the Virginia Freedom of Information Act to ensure any confidential information is properly designated prior to submission to the Authority.
4. Any bidder or offerer submitting a proposal to the Authority subjects himself to the decision of the Authority as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any offerer. The Authority, as the case may be, in its sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of the Authority as a condition precedent to the submission of the bid.
5. The Authority does not accept the responsibility for maintaining a bid or offer list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the Authority.
6. Once requests for proposal have been advertised, should a prospective offeror find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the specified contact person who will send written instructions to all bidders. The Authority will not be responsible for any oral instructions.

7. The provisions of Sections 2.2-4305, 2.2-4311, 2.2-4312, 2.2-4315, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
8. By submitting a proposal, the offeror agrees and warrants that the offeror has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offeror to request additional compensation.
9. The firm, corporate or individual name of the offeror must be signed in ink in the space provided for the signature at the end of these conditions. In the case of a corporation or other artificial entity, the title of the officer signing must be stated and each officer must be duly authorized to bind the entity. In the case of a partnership, the signature of at least one general partner must follow the firm name, followed by the title, using the term "member of the firm."
10. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority does not discriminate against faith-based organizations.
11. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in determining the most qualified firm or individual:
  - A. Any special qualifications or requirements set forth in the proposal documents.
  - B. Qualifications of the project manager and project teams.
  - C. Overall qualifications and experience of firm and any subcontractor to be used.
  - D. Quality of the content of the proposal and its responsiveness to the request for proposal.
  - E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
  - F. The location of the office that will have the responsibility for providing the set-up and delivery and the ability of the proposer to respond quickly to requests or requirements of the Authority.

- G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
- H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

## **APPENDIX B**

### **GENERAL TERMS AND CONDITIONS**

The procurement documents, including this Appendix B, “General Terms and Conditions,” to the Request for Proposal and the response of the offeror (the “Contractor”) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in their entirety. The following are the general conditions that will apply to all procurements by the Montgomery Regional Solid Waste Authority (the “Authority”).

#### **1. General Provisions.**

Nothing in any resulting contract shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained in the bid documents. This contract is subject to appropriations by the Authority.

#### **2. Laws of the Commonwealth.**

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the Authority under this contract assures the Authority that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
  3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
  4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
1. The Contractor:
    - a. Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor.

- b. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and
- c. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract that the Contractor is an equal opportunity employer. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

- 2. The Contractor will include the provisions of the foregoing subparagraph 2(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that the Contractor shall:

- 1. Provide a drug-free workplace for its employees;
- 2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation;
- 3. State in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and
- 4. Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the federal Drug Free Workplace Act.

E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950 (the "Code"), in all invitations to bid, requests for proposals, contracts, and purchase orders, the Authority does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant

provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

**NOTICE**

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Authority and a faith-based organization, you are hereby notified as follows:

**Neither the Authority's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Executive Director of the Authority.**

**3. Certifications.**

The Contractor certifies that:

- A. The bid or offer:
  - 1. Is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal;
  - 2. Is in all respects fair and without collusion or fraud; and
  - 3. Is or is intended to be competitive and free from any collusion with any person, firm or corporation.
  
- B. The Contractor has not offered or received any kickback from any other bidder, offeror, Contractor, supplier, manufacturer, or subcontractor in connection with the offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan,

subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, offers, prices, terms or condition upon which the contract resulting from the acceptance of his bid/proposal is to be performed.
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
- E. The Contractor or any subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**4. Warranties.**

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Authority. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the Authority the full contract price agreed to by the Authority to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

**5. Modifications, Additions or Changes.**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Authority; however, no fixed priced contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000 whichever is greater without the approval of the Authority. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Authority.

**6. Hold Harmless.**

The Contractor agrees to indemnify, defend and hold harmless the Authority and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor in connection with any services of any kind or nature provided by the Contractor under the contract,

provided that such liability is not attributable to the sole negligence on the part of the Authority or to failure of the Authority to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid or offer.

**7. Assignment.**

The contract may not be assigned, sublet, or transferred without the written consent of the Authority. Any approved successor to the Contract shall be bound by all the terms included herein.

**8. Default.**

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

**9. Audit.**

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Authority and its authorized agents, state auditors, the grantor of the funds to the Authority, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

**10. Required Payment.**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and

**11. Liability Coverage.**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Authority, the Contractor shall take out and maintain during the delivery and set-up of the baler such bodily injury, liability and property damage liability insurance as shall protect it and the Authority from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise

from such activities. Such insurance shall at least have the coverages and be in the amounts set forth in section 14, "Insurance and Bond Requirements," set forth below and shall name the Authority as an Additional Insured. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of A:V1. The Contractor shall provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Authority at least 30 days' notice prior to cancellation or other termination of such insurance.

**12. Required Payment.**

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees, if applicable, to:

- A. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Authority attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Authority and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Authority for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12(A). above.
- D. Include in its contracts with any and all subcontractors the requirements of subsections A, B, and C above.

**13. Liability Coverage.**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Authority the Contractor shall take out and maintain during the life of the Contract, such bodily injury, liability and property damage liability insurance as shall protect it and the Authority from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 14, "Insurance and Bond Requirements," set forth below and shall name the Authority and its Board of Directors as Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of A:V1. The Contractor shall provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer shall

give the Authority at least 30 days' notice prior to cancellation or other termination of such insurance.

**14. Insurance and Bond Requirements.**

- A. The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

<b><u>TYPE OF COVERAGE</u></b>	<b><u>LIMITS</u></b>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory, including Employer's Liability of \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$100,000.00 Disease-Each Employee
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate
Including: Underground Hazard (U) Explosion and Collapse Hazard (XC)	
Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined	\$500,000 Each Occurrence \$1,000,000 Aggregate

Completed Operations – Products Liability	\$500,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Owner and Contractor	\$500,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$1,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$500,000 Per Accident
Umbrella/Excess Liability	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Professional Liability Insurance	\$1,000,000 Limit of Liability

- B. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Authority for damage thereto.
- C. The Authority reserves the right to require insurance of any Contractor in greater amounts, provided notice of such requirements is stated in the Solicitation or Request for Proposal.

**15. No Waiver.**

Any failure of the Authority to demand rigid adherence to one or more of this Agreement’s provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Authority of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**16. Termination.**

The Authority may terminate the resulting contract for its convenience upon thirty (30) days’ written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses

incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

**17. Choice of Law.**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

**18. Forum Selection.**

The parties agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia.

**19. Severability.**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

**20. Notices.**

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (A) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (B) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Authority shall be sent to:

Alan Cummins, Executive Director  
Montgomery Regional Solid Waste Authority

Physical address: 555 Authority Drive  
Christiansburg, VA 24073

Mailing address: P.O. Box 2130  
Christiansburg, VA 24068-2130

**21. Contractual Claims Procedure.**

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Authority written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the Authority concerning any pending claim, the Contractor shall promptly notify the Authority by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Authority or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Authority, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the Authority shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action.