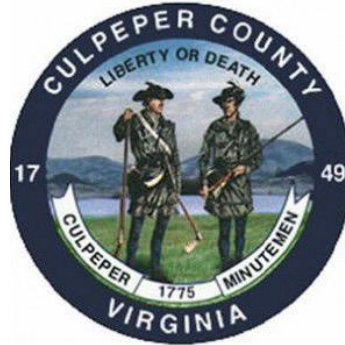


PROJECT MANUAL

FOR

COUNTY OF CULPEPER



COURTHOUSE EXTERIOR BRICK REPAIR

135 West Cameron Street
Culpeper, Virginia 22701

Invitation to Bid No. BG-26-26-2512

Sealed bids for the construction of the County of Culpeper Courthouse Exterior Door Replacement may be submitted electronically through the eVA website or received in person or via special courier service at the Culpeper County Procurement Office, 155 West Davis Street, Suite 100, Culpeper, Virginia 22701, no later than 11:00AM., local prevailing time, on Thursday, February 26, 2026.

An Optional **Pre-Bid Meeting** will be held at 10:00 a.m. on Thursday, February 5, at the project site 135 West Cameron Street, Culpeper Virginia 22701.

Architect's Project #2209E

January 22, 2026



16125 Raccoon Ford Rd
Culpeper, Virginia 22701
540-829-2590 (v)
www.sanders-pc.com

CULPEPER COUNTY
COURTHOUSE EXTERIOR BRICK REPAIR

Project #2209E
County Bid Request No. BG-26-2512

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**INVITATION FOR BIDS
(IFB)**

Issue Date: **January 28, 2026**

IFB# **BG-26-2512**

Title: **CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR**

Issuing Department:

Culpeper County Purchasing Department
155 W. Davis Street, Suite 100, Culpeper, Virginia 22701

Sealed Bids Will Be Received **Until 11:00am, February 26, 2026 For Furnishing the Services Described Herein.** Bid opening will be in the Culpeper County Purchasing Department.

- **Bids can be mailed, or hand delivered directly to the issuing department shown above or submitted electronically by uploading through the eVA website in Virginia Business Opportunities. Return the following documents: Completed IFB Cover Page, Exhibit A, Bid Form, Exhibit B, Contractor Data Sheet, Exhibit C, and the Authority to Transact Business in Virginia Form.**
- **Sealed Bids must be received in the Culpeper County Purchasing Office, located at 155 W. Davis Street, Suite 100, Culpeper, VA 22701, or submitted electronically through eVA website in Virginia Business Opportunities not later than date specified above.**
- **If submitted electronically through eVA website it is strongly recommended that submissions be uploaded no later than two (2) hours prior to the stated deadline. Culpeper County is not responsible for resolving technical issues on the eVA website.**
- **All contractors are responsible for any addendums issued for this project. All notifications of any Addendums will be posted on the Culpeper County Purchasing Website at <https://web.culpepercounty.gov/rfps>, or on the eVA website in Virginia Business Opportunities (<https://eva.virginia.gov/>).**
- **All Inquiries For Bid Information Should Be Directed To: Alan Culpeper, Director of Procurement, Telephone Number: (540) 727-3488 Fax: (540) 727-3486, email: aculpeper@culpepercounty.gov**

Note: Culpeper County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance With This Invitation For Bid And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Exhibit A, Bid Form.

Name and Address of Firm:

Date: _____

By: _____
Signature

Print Name

FIN: _____

Title

Telephone Number: _____

email: _____

RETURN THIS PAGE

INVITATION FOR BID

CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR

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CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR

1. PURPOSE

The purpose and intent of the Invitation for Bid (IFB) is to establish a firm fixed price contract to furnish all materials, labor, and equipment, for the completed construction and installation of the CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR 135 West Cameron Street, Culpeper, Virginia 22701 in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Culpeper County Procurement Department on behalf of the Culpeper County Board of Supervisors, herein referred to as "County".

2. COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit open competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent no later than five (5) business days prior to the date set for bids to be received.

3. WORKMANSHIP

Where not more specifically described in these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

4. SCOPE OF WORK

The Scope of Work includes furnishing all materials, labor, and equipment, for the completed construction and installation of the CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR PROJECT

All construction shall conform to existing State and County building codes. It is the contractors' responsibility to be aware of all applicable standards and specifications as well as required methods of construction.

ATTACHMENT A

DRAWINGS AS NOTED IN THE TOC. NOTE THAT SPECIFICATIONS ARE ALSO INCLUDED ON THE DRAWINGS.

5. OPTIONAL PRE-BID AND SITE INSPECTION

Optional Pre-Bid meeting, and site visit is scheduled for **February 5, 2026 at 10:00 A.M.** local time at the Culpeper County Courthouse located at 135 West Cameron Street, Culpeper, Virginia 22701.

If the County closes its offices due to inclement weather on the scheduled pre-bid meeting date, the scheduled Optional Pre-Bid and Site Inspections will be held on following normal business day at the same time and location as noted above.

The primary purpose of the site visit is to allow Bidders to become fully acquainted and familiar with the conditions as they exist and the operation to be carried out. Bidders shall make such investigation as they may see fit so that they may fully understand the facility, difficulties, and restrictions about the execution of the work. This will be the only public scheduled tour of the facility provided by County personnel.

Any pre-bid site visits scheduled outside of this time must be coordinated by bidders with County staff identified at the Pre-bid meeting.

6. **Liquidated Damages** Under the resulting contract, liquidated damages shall be \$300.00 per calendar day for each day beyond the scheduled completion date shown on the resulting contract, which will be agreed upon between the County and Contractor receiving the award.

7. **CONTRACT TERMS AND CONDITIONS**

The extent and character of the services to be performed by the Contractor(s) shall be subject to the general control and approval of the Director of the Procurement or his authorized designee(s). The Contractor shall only comply with requests and/or orders issued by the contract administrator or his authorized designee(s) acting within their authority for the County.

Any change to the contract must be approved in writing by the Procurement Director of Culpeper County and the Contractor. Contract Administrators do not have the authority to order or authorize change orders, or in any way obligate funds on behalf of Culpeper County.

Contractor is cautioned not to accept or act upon verbal or written directives from individuals representing citizen volunteer and/or advisory groups or any other individuals or groups without written consent from the Procurement Director.

Any Contractor(s) performing services for the County of Culpeper are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, any Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. The County has sole right to dismiss contractors and/or sub-contractors for non-compliance to the above rules and regulations and/or safety violation. The contractor must rectify all safety concerns prior to continuance of work.

The Contractor must have a current Class "A" contractor's License.

8. **SPECIAL TERMS AND CONDITIONS**

- A. The safety of the public is the primary concern for Culpeper County. The Contractor shall place temporary pedestrian traffic, control devices surrounding the work area to protect the public, which may include, but not limited to barricades, tarps, plastic, yellow caution tape, or other means necessary to protect the public, surrounding areas, equipment, and vehicles.
- B. Permit(s) are required for this project from Culpeper County and any other AHJ. The Contractor is responsible for obtaining and paying for all permits required for this project.
- C. Area around work site shall be generally cleaned each day before leaving the site.
- D. Contractor shall remove all debris from the site when complete. All material shall be disposed of in a legal and lawful manner off-site and at the contractor's expense.
- E. The Contractor shall coordinate & schedule work so that site operations are maintained during the work required. There is no restriction on working days or hours.

- G. Contractor may utilize the area around the site for parking / dumpster / material staging as agreed to in advance by the County project manager and Sheriff's Department.
- H. The Contractor is permitted to use the nearby building for electrical & water. Maintain utility service to the existing facilities at all times except for scheduled service connections.
- I. The County is responsible for paying for Special Inspections required by the VCC and any additional quality control inspections the County elects to enact for this project.
- J. The Contractor is not required to provide background checks on its employees for this project.

9. BONDS

Bids shall be accompanied by either a cashier's check or certified check or bidder's bond in the amount of 5 percent (5%) of the bid amount made payable to the County of Culpeper. Bonds shall be with a surety company acceptable to the County. A performance bond and a labor and material payment bond may be required in the amount of one hundred percent (100%) of the bid, including any additions and/or deductions and shall be provided by the successful bidder.

10. QUESTIONS

Any questions pertaining to the Scope of Work, or other solicitation documents must be received in writing by the Culpeper County Purchasing Office, before **10:00 A.M. on February 19 to:**

Culpeper County Purchasing Department
 Attn: Alan H. Culpeper, CPPO, VCO, VCM
 155 West Davis Street, Suite 100
 Culpeper, VA 22701
 E-mail: aculpeper@culpepercounty.gov

11. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

8/9/24

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Department of Culpeper County, unless otherwise specified. The Procurement Department is responsible for the purchasing activity of Culpeper County. The term "County" as used herein refers to the contracting entity which is the signatory on the contract and may be either Culpeper County, or the Culpeper County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Department will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

-
- 1. **AUTHORITY**-Except as delegated in the Culpeper County Purchasing Resolution, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary, modifying every solicitation, contract and purchase order issued by the County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other County officer or

employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the County for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permits competition. It shall be the Bidder's/Offeree's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeree has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeree shall contact the buyer in writing whose name appears on the face of the solicitation no later than five (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (7) business days of the date set for opening of bids/receipt of proposals.
4. **CHANGES / MODIFICATION TO SOLICITATIONS** – any and all changes, addendums, amendments, and/or supplements to any Invitation to Bid (IFB), or Request For Proposal (RFP) shall be posted on the Culpeper County website on the Purchasing Office's webpage under the tab titled. "Current Active Solicitation" at <https://web.culpepercounty.gov/rfps>, and on the e-VA Website in Virginia Business Opportunities.

Any and all changes, addendums, amendments, and/or supplements to the RFP/IFB shall be posted no later than the latest time on the last day by which submissions have to be received by the Purchasing Office. Offerors/Bidders are responsible for monitoring the Purchasing Office's webpage for the posting of any changes, addendums, amendments, and/or supplements.

5. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official County form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
6. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeree to ensure their bid/proposal reaches the Procurement Department by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Department.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeree UNOPENED, if solicitation number, acceptance date and Bidder/Offeree's return address is shown on the container.
 - c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
7. **WITHDRAWAL OF BIDS/PROPOSALS:**
 - A Bidder/Offeree for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeree received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to Award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor worksheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
8. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeree. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeree. Bidders/Offerees are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
9. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a bid/proposal is mailed, or hand delivered directly to the issuing Department as indicated on page 1, the signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON COVER PAGE (ISSUING DEPARTMENT)
IFB/RFP NUMBER – BG-26-2512
TITLE – CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation.

10. **SUBMITTAL OF ELECTRONIC BID/PROPOSAL THROUGH e-VA:** Bid/Proposals may be submitted electronically through e-VA Website in Virginia Business Opportunities by the due date and time specified above. For assistance, contact eVA Customer Care at 1-866-289-7367.
11. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
13. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
14. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
17. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the County or any agency, public entity/locality or authority of the Commonwealth of Virginia.
18. **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 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the County. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeree, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on 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.
19. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any County representative or employee, other than the Procurement Department, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any County representative, other than the Procurement Department, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
20. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - c. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the County.
21. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the County that no conflict of interest exists between Contractor and County that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the County.

SPECIFICATIONS

22. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

23. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.
24. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
25. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

26. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offers as deemed necessary to fulfill the anticipated requirements of the County. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
27. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Department may post award results, which may be viewed on the Culpeper County Procurement Website at <https://web.culpepercounty.gov/rfps>
28. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the County that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
29. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in Culpeper County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia without any regard to conflict of laws analysis, and any litigation with respect thereto shall be brought in the Circuit Court of Culpeper County, Virginia. The parties waive any right of removal to federal court. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as presently amended.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Culpeper County, relating to the particular goods or services purchased or acquired by the County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
33. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
 1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The County's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
34. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

35. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
36. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to other remedies which the County may have.
37. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, Sec. 2.2-4343.1(E)).

In every contract over \$10,000, the provisions in A and B below apply:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. 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.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Department within thirty (30) days from the date of receipt of the written order from the Procurement Department. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the Procurement officer, as applicable.
40. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
41. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*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 this chapter, 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.
42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
43. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Sub-Departments of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political sub-Department concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Culpeper County acts only as the "Contracting Agent" for these jurisdictions and political sub-Departments. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.
- It is the awarded vendor's responsibility to notify the jurisdictions and political sub-Department of the availability of the contract. Each participating jurisdiction and political sub-Department has the option of executing a separate contract with the awardees. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political sub-Departments covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees, the awardees may withdraw its extension of the award to that jurisdiction. Culpeper County shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political sub-Department by the awardees.
44. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.
45. **SEX OFFENDER REGISTRY NOTIFICATION:** As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities or children/students at any County/School public location or facility, the County will require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a contractor or his employees providing services to a school Department/public County facility in an emergency or exceptional situation, such as when student/child health or safety is endangered or when repairs are needed on an urgent basis to ensure the school facilities/public County facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students/children.
46. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DELIVERY PROVISION

47. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the

item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 4:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to ensure compliance with these instructions for items that are drop-shipped.

48. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
49. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
50. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Department when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Department, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
51. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
52. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Department, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.
53. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 1. Purchase Order Number,
 2. Name of Article and Stock Number,
 3. Quantity Ordered,
 4. Quantity Shipped,
 5. Quantity Back Ordered,
 6. The Name of the Contractor.Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

54. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by Culpeper County, shall submit such protest in writing to the County Administrator, no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7-108 of the Culpeper County Purchasing Resolution. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
55. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the County Board of Supervisors within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the Board of Supervisor's decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the or Board of Supervisor's shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the or Board of Supervisors fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

SPECIAL TERMS AND CONDITIONS

1. Material Safety Data Sheets (MSDS): Material safety Data sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
2. Labeling of Hazardous Substances: If the items or products requested by this solicitation are “Hazardous substances” as defined by Article 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in Article 136 of Title 7 of the United States code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Offeror does not violate any of the prohibitions of Title 15 U.S.C. Article 1263 or Title 7 U.S.C. Article 136.
3. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County’s satisfaction at the Contractor’s expense.
4. Use of Premises and Removal of Debris:
The Contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - a. The Contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the County, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
 - b. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
 - c. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the County may do so and charge for costs thereof to the Contractor.
 - d. During and at completion of the work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
 - e. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the County. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the County.
5. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor’s operation in connection with the work.
 - a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
 - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County’s property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its County’s. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the General Terms and Conditions.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the REQUEST FOR PROPOSAL or INVITATION FOR BID shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c) (4).

➤ **RETURN THIS PAGE ONLY IF APPLICABLE**



Culpeper County, Virginia

Procurement Department
155 W. Davis Street, Suite 100
Culpeper, Virginia 22701

CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR

BID FORM

IFB# BG-26-2311

The bidder agrees to provide the services in compliance with the Scope of Work and terms and conditions at a fixed price: Labor and Equipment for the term of the contract as follows:

NOTICE TO BIDDERS: The following required service shall be provided according to the contract terms and conditions contained herein.

BASE SCOPE OF WORK

Furnish all materials, labor, and equipment, for the Base Bid Scope of Work (SOW) for the building addition, interior alterations and site work as indicated in the IFB and Construction Documents.

BASE BID (do not include the performance and payment bond cost)

\$ _____

PERFORMANCE & PAYMENT BOND (actual cost of bond if required)

\$ _____

BASE SOW CONTRACT TIME

If this Bid is accepted, we hereby state the following duration of time by which substantial completion can be accomplished is _____ calendar days and final completion is _____ calendar days.

PROVIDE THE FOLLOWING SEPARATE UNIT PRICE: Hourly cost for masonry repair crew _____

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EXHIBIT B

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. *Submit Statement of Qualifications and Historic Masonry Repair Certifications held.*
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ Years _____ months.
3. REFERENCES: Indicate below a listing of at least three (3) recent contracts in which you have provided this type of work of the size and scope specified within the last (5) five years.

A. Customer/Owner Name/Entity: _____

Project Address: _____

Telephone: _____ E-Mail: _____

Contact Person: _____

Brief Project Description: _____

Primary Subcontractors: (if applicable)
MEP: _____

Framing/Structural: _____

Roofing: _____

Other Pertinent Subcontractors: Masonry _____

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B. Customer/Owner Name/Entity: _____

Project Address: _____

Telephone: _____ E-Mail: _____

Contact Person: _____

Brief Project Description : _____

Primary Subcontractors: (if applicable)

MEP: _____

Framing/Structural: _____

Roofing: _____

Other Pertinent Subcontractors: Masonry _____

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C. Customer/Owner Name/Entity: _____

Project Address: _____

Telephone: _____ E-Mail: _____

Contact Person: _____

Brief Project Description: _____

Primary Subcontractors (if applicable):

MEP: _____

Framing/Structural: _____

Roofing: _____

Other Pertinent Subcontractors: Masonry _____

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**EXHIBIT C
INSURANCE CHECKLIST**

CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 CSL Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
<u>X</u>	4. County named as additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
<u>X</u>	5. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Culpeper County– Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	6. The Certificate must state Bid No. BG-26-2512 and Bid Title: CULPEPER COUNTY COURTHOUSE EXTERIOR BRICK REPAIR	
<u>X</u>	7. Contractor shall submit Certificate of Insurance within 5 business days from notification of award.	
<u>X</u>	8. The Certificate Holder should be listed as: Culpeper County, c/o Purchasing Department, 155 W. Davis Street, Suite 100, Culpeper, VA 22701.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM _____

SIGNATURE _____

➤ **RETURN THIS PAGE**



Culpeper County, Virginia

Procurement Department
101 S. West Street, Suite 300
Culpeper, Virginia 22701

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF BID/PROPOSAL

Pursuant to Virginia Code § 2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by County Administrator.

If this bid/proposal for goods or services is accepted by the County of Culpeper, Virginia, the undersigned agrees that the requirement of the Code of Virginia § 2.2-4311.2 have been met.

Complete the following by checking the appropriate line that applies and providing the requested information.

A. Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is

_____.

B. Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is

_____.

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

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

Legal Name of Bidder/Offeree

Legal Name of Company

Authorized Signature

Date: _____

Print or Type Name and Title

➤ **RETURN THIS PAGE**

**Culpeper County
Contract Agreement
for Construction Services
Contract Number #**

CONTRACT COVER SHEET

SUBJECT: Culpeper County

Courthouse Exterior Brick Repair
Bid/Proposal Request Number: BG 26-2512

BY AND BETWEEN:

Owner/County:
Culpeper County
Attn: Paul Howard, Director of Environmental Services
302 N. Main Street
Culpeper, Virginia 22701
Tele: 540-727-3409
Fax: 540-727-3436
Email: phoward@culpepercounty.gov

AND

Contractor:
Name: _____
Attn: _____
Address: _____
Address: _____
City, St, Zip: _____
Email: _____

This Agreement is dated the ____ day of _____, 20__ ; is entered into the date the last signatory signs below; and, is by and between the Board of Supervisors of Culpeper County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") and _____, a _____ (hereinafter referred to as the "Contractor"), in good standing and duly licensed to do business in the Commonwealth of Virginia. The Project is: *Culpeper County Courthouse Exterior Brick Repair*.

On behalf of the Owner, the Contract is administered by the Director of Environmental Services. Except as provided herein, this Agreement is prepared in accordance with the Culpeper County

Purchasing Resolution and the Virginia Public Procurement Act, which are incorporated into this Agreement by reference and made a part hereto.

WITNESS:

WHEREAS, the County desires to obtain construction services for: _____
Culpeper County Courthouse Exterior Brick Repair.

WHEREAS, the Contractor desires to provide construction services for: _____
Culpeper County Courthouse Exterior Brick Repair.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the County and Contractor agree as follows:

DEFINITIONS

As used in this Agreement, the terms are defined as follows:

1. "Owner" shall mean the County of Culpeper which adopts for the purposes of this Agreement and the Contract Documents the Culpeper County Purchasing Resolution and all other applicable laws, regulations or ordinances authorizing contract formation.
2. "Owner's Contract Administrator" is the department assigned to administer this Contract on behalf of the Owner. The Owner's Contract Administrator is the Culpeper County Department of Environmental Services. The Contract Administrator may on behalf of the Owner, designate a Project Manager and Construction Manager, who shall have such authority to act on behalf of the Owner as may be established.
3. "Contractor" shall mean _____, who is responsible for the performance obligation of the Contractor under this Agreement and the Contract Documents.
4. "Contractor Representative." The Contractor shall designate an authorized representative who shall administer this Agreement and the Contract Documents on behalf of Contractors and be authorized to accept all notices, order, change orders, and act on behalf of the Contractor under the Contract Documents.
5. "Architect" shall mean Sanders Architecture, PC, who is the authorized Architect assigned by the Owner under the terms of the Agreement and the Contract Documents. The Architect shall have no authority to bind the Owner to additional time or funds, unless such authority has been previously agreed to in writing by the Owner.

ARTICLE 1

CONTRACT DOCUMENTS:

1.1 The documents listed in Section 1.2 of this Article shall constitute the Contract Documents. The aforementioned Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in the Contract Documents is not binding on either party. The Contract Documents shall be amended only by written instrument agreed upon and fully signed by both parties. The Contract Documents are presented and state below in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents in case of ambiguity or perceived conflict. In the event of a perceived conflict, in good faith the most exacting performance standard should be undertaken.

1.2 The Contract Documents consist of:

- A. This Culpeper County Contract Agreement for Construction Services, Contract # _____, as executed by and between the County and Contractor (also referred to as “Agreement” as indicated on page one (1) of this document).
- B. Project Manual
- C. Plans/Drawings
- D. Contractor’s Response to the Invitation for Bid, including the Bid Pricing Proposal Form, as completed and submitted by the Contractor on _____
- E. County’s Invitation for Bid Request Number: **BG 26-2512 issued on** January 28, 2026, along with all Addenda issued by the County
- F. The County’s General Conditions for Purchase Agreements

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. In like manner, Exhibit A shall prevail over Exhibit B.

These Contract Documents form the contract and agreement by and between the parties and are fully a part of the Agreement as if attached to this Agreement or repeated herein. Such documents are incorporated herein by reference as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2

THE STATEMENT OF WORK:

2.1 The Contractor shall fully execute the Work, as described in the Contract Documents and as is reasonably inferable therefrom as being required, to produce the indicated results from, and as contracted for under, the Contract Documents. The Contractor shall be responsible for, provide, and pay for all materials, tools, equipment, labor, personnel, supervision, fuel, insurance, and professional and non-professional services to provide construction services for *the work of this Contract*. The Contractor shall perform all other work and supply all other things necessary, to fully and properly perform in a workmanlike manner and complete the Work, as required for the Project. The Contractor shall fully execute the Work described in the Contract Documents and

reasonably inferable from the Contract Documents as being necessary to produce the indicated results, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. To the extent the Contractor is performing preconstruction services pursuant to the Contract Documents, such preconstruction services shall not be considered professional design services, and the Architect shall retain sole responsibility and liability for the design of the Project.

2.2 Generally, a summary of the Work includes construction services and materials for the construction of: *Culpeper County Courthouse Exterior Brick Repair as identified in the Construction Documents.*

The WORK is more fully described in the Project Manual, Plans, and Drawings.

2.3 The Owner and Contractor agree that the Owner has selected the Contractor for this Project because of the Contractor's special expertise in constructing similar projects. The Contractor warrants (a) that before executing this Agreement and before commencing construction for any phase of Work, the Contractor has carefully reviewed and shall carefully review the Project site, all Contract Documents, and (b) that all Work described in the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results has been included in the Contract Sum.

2.4 During the contract construction period, the successful Contractor shall have limited use of the site. Other portions of the site will be occupied.

ARTICLE 3

COMMENCEMENT, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION:

3.1 The date of commencement shall be fixed in the Notice to Proceed issued by the County.

3.2 Time is of the essence.

3.3 CONTRACTOR shall commence work within ten (10) days of the "Notice of Proceed", unless otherwise promptly notified by the County in writing, and shall continue without interruption until "Substantial Completion" occurs within _____ (____) consecutive calendar days from the date of the "Notice to Proceed".

3.4 "Substantial Completion" has been achieved or occurs when the County agrees that the work is sufficiently complete, in accordance with the Contract Documents, so that it can be utilized by the County for the purposes for which it was intended. Contractor shall achieve "Final Completion" no later than _____ (____) consecutive calendar days from the date of the "Notice to Proceed". "Final Completion" has been achieved or occurs when the County is satisfied, based upon observation of the work during construction and in addition to a final inspection that the work has been completed and is deemed acceptable subject to applicable provisions set forth in the Contract Documents.

3.5 Should the Contractor fail to complete the work and/or installation, or any part thereof, in the time specified in the Contract Documents, the Contractor shall reimburse the County for the additional expense and damage for each calendar day that “Substantial Completion” or “Final Completion” has not been achieved. The amount of such additional expense and damage incurred by reason of failure to achieve “Substantial Completion” is the per diem rate of *three hundred dollars* (\$300.00) as liquidated damages. The amount of such additional expense and damage incurred by reason of failure to achieve “Final Completion” is the per diem rate of *three hundred dollars* (\$300.00) as liquidated damages. It is understood and agreed by the Contractor that any liquidated damages payable in accordance with this Agreement are not a penalty and that such sums are reasonable under the circumstances existing as of the date of execution of this Agreement. The Contractor further acknowledges and agrees that liquidated damages may be owing even though no default has occurred or been declared.

3.6 Force Majeure: Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract Documents if such failure is directly attributable and due to fire, flood, earthquake, or other catastrophic acts of God.

ARTICLE 4

CONTRACT PRICE AND TERMS OF PAYMENT:

4.1 The County shall pay for the construction services out of appropriated funds and the County’s performance under this Agreement and the Contract Documents is expressly subject to appropriation by the Board of Supervisors.

4.2 In return for the construction services identified in this Agreement and the Contract Documents, the County agrees to compensate the Contractor the total contract sum amount for all work and services required by this Agreement and the Contract Documents, which amount is _____ (\$ _____), hereinafter referred to as “Contract Sum” or “Lump Sum”.

4.3 The Contract Sum is a single amount which covers all costs of the Work (without providing a cost breakdown or unit price items), such as for building, site work, equipment, labor, material, overheads, miscellaneous costs and services. It also includes the Contractor’s Fee (profit) for completing the items of work comprising the Project, including but not limited to all site work and site conditions, materials, equipment and systems required by the Plans and Specifications without exception.

4.4 No costs of the Work shall be reimbursed to Contractor other than as provided for in the agreed Contract Sum which may only be modified as provided for herein.

4.5 Change Orders: The Contract Sum may be increased or decreased by additions to and/or reductions in the work only as affected by prior written change orders or contract amendment signed by both parties in advance unless otherwise directed by the County. Contractor agrees not to initiate any additional work not called for in the Contract Documents for which the Contractor

intends to see or receive additional compensation without first notifying the County in writing and obtaining the County's prior approval by a properly executed change order or contract amendment.

4.6 Retainage will be held in the amount of *five* percent (5%) of the Contract Sum until "Final Completion" of the project and until the Project is accepted by the County. Any payment made by the County to the Contractor shall be less a *five* percent (5%) retainage to assure faithful performance of the work required under the Contract Documents. All amounts retained under this provision shall be included in the final payment upon "Final Completion".

4.7 Payments shall occur as follows:

- A. No deposit nor advance sums shall be paid;
- B. Payments are due net *thirty* (30) days after receipt by County of an accurate and properly submitted *payment application* invoice to the County for materials and construction services as contemplated in Article 2. If a corrected invoice is promptly requested, then the number of days for payment to be made is tolled upon receipt of a corrected invoice; and,
- C. All payments will be delivered as follows: _____.

4.8 Requirements of the Code of Virginia (1950), as amended, Sections 2.2-4352 and 2.2-4354

A. Contractor is obligated to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the Contract Documents. However, in the event that the Contractor withholds all or a part of the amount promised to the subcontractor under the Contract Documents, the Contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the County to the Contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of the Contractor receiving payment for amounts owed to the Contractor by the County. Any provision in a contract contrary to Sec. 2.2-4352 of the Code of Virginia (1950), as amended, shall be unenforceable.

B. Pursuant to Va. Code Ann., Sec. 2.2-4354, the Contractor covenants and agrees that within seven (7) days after receipt of any amounts paid to the Contractor by the County for work that was performed by a subcontractor under the contract, the Contractor shall:

- 1. Pay any and all subcontractors for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractors under that contract; or
- 2. Notify the County and subcontractors, in writing, of its intention to withhold all or a part of the subcontractors' payments with the reason for nonpayment;

C. The Contractor shall provide to the County its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract Documents;

D. The Contractor shall pay interest, which shall accrue at the rate of one percent (1%) per month unless otherwise provided under the terms of this Contract Documents, on all amounts owed by the Contractor to any subcontractors that remain unpaid after fifteen (15) days following receipt by the Contractor of payment from the County for work performed by the subcontractors under the contract, except for amounts withheld as allowed in Section 4.8(B) above; and

E. The Contractor shall include in its contracts with any and all subcontractors, the requirements of Section 4.8(A), (B), (C) and (D) above.

4.9 The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of the Agreement and the Contract Documents shall not exceed one percent (1%) per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of the Contract Documents.

4.10 With regard to Performance Bonds, as may be required, please refer to the Invitation for Bid (IFB) or Request for Proposal (RFP), as is appropriate, and the Culpeper County Purchasing Resolution.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1 The Contractor shall indemnify, defend and hold harmless the County and its public officials, employees, agents, and/or representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by the Contractor and/or its subcontractors or employees, or anyone else for whom the Contractor is or may be responsible. This Article and Section 5.1 shall survive the termination of this Agreement and the Contract Documents.

5.2 Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County’s satisfaction at the Contractor’s expense.

5.3. The Contractor agrees to maintain as current all legally required business licenses, permits, and/or other certificates, as may be required by federal, state, and local law and to present a copy of such, as may be required by the County, upon reasonable notice.

5.4 The Contractor shall maintain the following minimum insurance coverage, naming the County as additional insured, during the course of this Agreement and the Contract Documents, and provide the County with certificates of insurance for said coverage upon execution of this Agreement:

<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<p><u>X</u> 1. Worker’s Compensation and Employers’ Liability; Admitted in Virginia Employers’ Liability \$100,000/\$500,000/\$100,000 All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best’s Guide Ration-A-VIII or better, or its equivalent</p>	<p>1. Statutory Limits of the Commonwealth of VA Yes Statutory Statutory</p>
<p><u>X</u> 2. Commercial General Liability Occurrence General Aggregate</p>	<p>2. \$1,000,000 CSL Each \$2,000,000</p>

- | | | |
|----------|---|-------------------------|
| | Products/Completed Operations | \$2,000,000 |
| | Personal and Advertising Injury | \$1,000,000 |
| | Fire Legal Liability | \$50,000 Per Occurrence |
| | Best's Guide Rating-A-VIII or better, or its equivalent | |
| <u>X</u> | 3. Automobile Liability | 3. \$1,000,000 |
| | Combined | |
| | Owned, Hired, Borrowed & Non-owned | Single Limit Bodily |
| | Motor Carrier Act End. | Injury and Property |
| | Best's Guide Rating-A-VIII or Better, or its equivalent | Damage Each Occurrence |
| <u>X</u> | 4. The County shall be named as additional insured on the above referenced policies, including but not limited to the General and Automobile Liability policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.) | |
| <u>X</u> | 5. 45-day written cancellation notice required, 30-day cancellation notice directly to Culpeper County is required for any non-payment of insurance premiums – Ref. Va. Code Ann., Sec. 38.2-231. Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice. | |
| <u>X</u> | 6. The Certificate must state the contract number and title assigned by the County:
County Contract Number: ____ No. _____.
Title: _____. | |
| <u>X</u> | 7. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award. | |
| <u>X</u> | 8. The Certificate Holder an Additional Insured should be listed as: Culpeper County, Virginia, and its Board of Supervisors, 302 N. Main Street, Culpeper, Virginia 22701 -- c/o Purchasing Department, 155 W. Davis Street, Suite 100, Culpeper, Virginia 22701. | |

5.4 Equal Opportunity Employment – During the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- C. If the Contractor employs more than five (5) employees, the Contractor shall:
 - (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
 - (ii) post the Contractor's sexual harassment policy in:
 - (a) a conspicuous public place in each building located in the Commonwealth of Virginia that the Contractor owns or leases for business purposes, and

(b) the Contractor's employee handbook.

D. Notices, advertisements and solicitations placed in accordance with federal law, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section 5.4.

E. The Contractor will include the provisions of the foregoing paragraphs at Section 5.4(A), (B),(C), and (D) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.5 During the performance of this Agreement, the Contractor agrees to:

- (i) provide a drug-free workplace for the Contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "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 Chapter 43 (Virginia Public Procurement Act) under and within the Code of Virginia (1950), as amended, Title 2.2. (Administration of Government), Subtitle II. (Administration of State Government), Part B. (Transaction of Public Business), 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.

5.6 The Contractor acknowledges that the Culpeper County Purchasing Resolution is applicable to this Agreement and the Contract Documents.

5.7 Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by the Contractor to any other party without the express written permission of the County.

5.8 The Contractor providing goods or services to the County under this Agreement and the Contract Documents represents and warrants to the County that it is:

- A. 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;
- B. Not employing unauthorized alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986, as amended, and Va. Code Ann., Sec. 2.2-4311.1;

C. Complying with federal, state, and local laws and regulations applicable to the performance of the services procured;

D. In full compliance with the Virginia Conflict of Interests Act at Secs. 2.2-3100 et seq.; and

E. Authorized to transact business in the Commonwealth of Virginia, pursuant to Va. Code Ann., Sec. 2.2-4311.2.

1. The Contractor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50, of the Code of Virginia (1950), as amended, or as otherwise may be required by law.

2. The Contractor, if subject to Section 5.8(E)(1), shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term or renewal term(s) of the contract.

3. The County may void any contract with a business entity, including the Contractor, if the business entity fails to remain in compliance with the provisions of Va. Code Ann., Sec. 2.2-4311.2 and/or this Section 5.8(E).

5.9 In the event of a termination under Section 6.1 of this contract, including this Agreement and the Contract Documents, the Contractor acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall the Contractor, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential, or other damages as a result of termination under this Section or Section 6.1. Payment to the Contractor of any and all sums already earned by the Contractor under the terms of Article 4 constitutes Contractor's exclusive remedy for a termination hereunder.

5.10 Records Retention, Confidentiality, and Production

A. Contractor agrees that it shall keep in its possession, electronically or hardcopy, all photographs, digital imagery, reports, information, or data given to the Contractor by the County as well any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the Contractor under this Agreement and the Contract Documents for a period of at least six (6) years following the completion, termination, or cancellation, whichever is/occurs latest, of this contract.

B. Contractor agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to the Contractor by the County as well any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the Contractor under this Agreement and the Contract Documents. No release of any such data by the Contractor shall be made to any individual or organization without the prior written approval of the County, which approval the County shall be under no obligation to grant.

C. Any reports, studies, photographs, negatives, drawings, or other documents prepared by Contractor in the performance of its obligations under this Agreement and/or the Contract Documents shall be remitted to the County by the Contractor upon completion, termination, or cancellation of the contract. Contractor shall not use, willingly allow or

cause to have such materials used for any purpose other than performance of Contractor's obligations under this Agreement and the contract Documents without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this Agreement and the Contract Documents.

5.11 This contract is for construction services to be performed at certain County-owned property and sites. The Contractor shall not employ any employee who is a registered sex-offender who is to be present at or perform any work and/or any construction services at any of the County-owned property and sites contemplated under this contract. The Contractor shall enforce the same restriction upon all subcontractors and their employees, and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex-offender status of all employees and agents of the Contractor and sub-contractors who are employed by the Contractor or subcontractor, who are to be present at or perform any work and/or any construction services at any of the County-owned property and sites contemplated under this contract. The Contractor shall furnish the County with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement and the Contract Documents, materially false statements by the Contractor about the sex-offender status of its employees or agents shall be grounds for immediate termination of this Agreement and the Contract Documents.

5.12 Permits. The Contractor shall be responsible for obtaining all permits as indicated in the Specifications detailed in the IFB or RFP, as is appropriate, and Construction Plans and Drawings for this IFB or RFP, as is appropriate.

5.13 Inspections. All material and workmanship shall be subject to inspection, examination, and test by the County and its Project inspector at any and all times during construction. The Project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the County may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.

5.14 Contractor's Title to Materials. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any security interest, installment or sales contract, or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The Contractor warrants that it has clear title to all materials and supplies which it uses in the work or for which it accepts payment in whole or in part.

5.15 Pipeline Locations and Miss Utility. The Contractor shall be responsible for (i) calling Miss Utility of Virginia at (800) 552-7001 and (ii) consulting with the County's Director of Environmental services -- all prior to digging at the work site.

5.16 Ethics in Public Contracting. The Contractor hereby certifies that is has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Va. Code Ann., Secs. 2.2-4367 through 2.2-4377, and that all amounts received by it, pursuant to this contract, are proper and in accordance therewith.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1 The County may cancel this Agreement, the Contract Documents, and the project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement and/or Contract Documents to the contrary notwithstanding, a termination under this Section 6.1 shall not waive any right or claim to damages which County may have with respect to work performed or failed to be performed when it should have been by the Contractor. In either case, the County may pursue any cause of action which it may have by law or under this Agreement or the Contract Documents on account of such damages claimed by the County.

6.2 In case of default by the Contractor for failure to deliver or perform in accordance with the contract specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs. If the completion of the contract work results in increased costs to the County, a letter will be sent to the defaulted Contractor requiring payment for additional costs ("Repayment"). When Repayment is requested, the Contractor will be removed from future bidding until the Repayment has occurred, and the County reserves the right to debar Contractor from doing further business with the County. Failure of a Contractor's source to deliver is not considered to be an unavoidable cause upon which the Contractor may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the Contractor to prove that any default was not related to Contractor's, or any subcontractor's or vendor's acts or failure to act.

6.3 Pursuant to Virginia Code Ann., Sec. 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

6.4 "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.

6.5 If the Contractor is a faith-based organization, the 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 Va. Code Ann., Sec. 2.2-4343.1, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

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

ARTICLE 7

MISCELLANEOUS:

7.1 The following persons shall be authorized contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown below, or as may be updated in writing, shall constitute valid notice under the requirements of this Agreement and the Contract Documents. It shall also be a mandatory requirement of this Agreement that duplicate of any and all notices issued shall also be issued and exchanged via electronic mail to the email addresses provided below, or as may be updated in writing:

TO THE COUNTY:

Alan Culpeper, Director of Purchasing
155 W. Davis Street, Suite 100
Culpeper, Virginia 22701
Email: aculpeper@culpepercounty.gov

AND TO:

Paul Howard, Director of Environmental Services
118 W. Davis Street, Suite 101
Culpeper, Virginia 22701
Email: phoward@culpepercounty.gov

AND TO:

Culpeper County Attorney
306 N. Main Street, 2nd Floor
Culpeper, Virginia 22701
Email: legalsupport@culpepercounty.gov

TO THE CONTRACTOR:

Attention: _____
Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Email: _____

AND TO:

Attention: _____
Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, Zip: _____
Email: _____

The parties may update and amend such addresses and email addresses by written notice to the opposite party at the given address(es).

7.2 The parties agree that this Agreement and the Contract Documents between the parties evidenced hereby shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia without consideration of any conflict of laws analysis or rules. The parties agree that proper venue, in the event of a claim and/or litigation concerning, or at all relating to, this Agreement, the Contract Documents, and/or the Project shall be, if at all permitted by law, in the Sixteenth Judicial District of Virginia sited in Culpeper County, Virginia (including and limited to: Culpeper County General District Court and Culpeper County Circuit Court). The parties agrees that any litigation involving the Contract Documents shall be brought only in such courts. All parties expressly waive the right, if any, to bring any action in, or remove any action to, federal court in the event of a claim and/or litigation concerning, or at all relating to, this Agreement, the Contract Documents, and/or the Project. Nothing under this Agreement or the Contract Documents shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from the Contract Documents.

7.3 In the event that any provision of this Agreement or the Contract Documents is unenforceable, then the parties agree that all other provisions of this Agreement and the Contract Documents have full force and effect and shall not be affected thereby.

7.4 The Contractor certifies that:

A. The bid or offer:

- (1) was 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) was in all respects fair and without collusion or fraud, and
- (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;

B. The Contractor did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. The Contractor is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its 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 damages awards and agrees to abide by all conditions of these provisions; and

E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

7.5 Other Prohibitions

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this Section 7.5, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

7.6 Contractor warrants to the County that:

1. The work performed pursuant to this Agreement and the Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth of Virginia;
2. The Contractor's work performed shall be free of defects;
3. Any new materials and equipment furnished under this Agreement and the Contract Documents shall be of good quality and in working condition; and
4. The Contractor's work performed shall meet all of the requirements set forth in this Agreement and the Contract Documents.

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

7.8 The bankruptcy, takeover, merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of Contractor, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement and the Contract Documents, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement and the Contract Documents or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the County, the County shall have the right unilaterally to terminate this Agreement and/or pursue any remedy for damages and otherwise which is available at law and in equity. The County reserves the right to enforce any subcontract directly against the subcontractor, Contractor or any newly formed organization, corporation or legal entity. Failure of any subcontractor to perform shall not relieve Contractor of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9 Contractor and the County agree that the provisions of this Agreement and the Contract Documents are binding upon their parties, employees, agents, heirs, successors, and permitted assigns.

7.10 Contractual claims and disputes shall be conducted and resolved pursuant the Culpeper County Purchasing Resolution, as may be amended by the Board of Supervisors, from time to time.

7.11 Attorneys' Fees. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Contractor, the Contractor shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

7.12 Audit. Contractor shall keep and require each of its subcontractors, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for six (6) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of the County), and verification of costs. Audit access to Contractor's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subcontractor and suppliers, Contractor shall remit promptly to County the amount of any adjustment resulting from audit.

7.13 Availability of Funds. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

7.14 Federal Aid Provisions. When the U.S. government pays all or any portion of the cost of a project, a contractor shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Generally, contractors shall require all subcontractors to observe all federal laws, rules, and regulations made pursuant to such laws when the U.S. government pays all or any portion of the cost of a project. Any and all applicable reporting requirements under federal law or regulations shall be followed in accordance with the federal law, rules, and/or regulations.

The Contractor represents and covenants that the articles, materials, and services furnished hereunder will be produced and rendered in accordance with all applicable federal laws, regulations and orders, including, but not limited to, all applicable environmental laws, rules, regulations and orders, the applicable provisions of the Fair Labor Standards Act of 1938, as amended, ~~the Davis-Bacon and Related Acts~~, and any applicable unemployment and workers' compensation laws, rules and regulations. The Contractor also covenants and warrants that the products and/or services supplied hereunder will comply with all current applicable federal and state Occupational Safety and Health Acts and all current applicable rules, regulations, and standards issued thereunder.

A Duns number will be provided by the Contractor and registration with the Central Contractor Registration (CCR) shall be followed in accordance with applicable federal aid provisions.

7.15 When a project is funded in part or all by grants funds, the Contractor shall observe all rules and regulations according to the grants fund award documentation. Contractor has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

7.16 The Virginia Freedom of Information Act and Va. Code Ann., Sec. 2.2-4342

A. All information submitted to the County in response to an IFB or RFP constitutes public information and records, and pursuant to the Virginia Freedom of Information Act ("VFOIA") and Va. Code Ann., Sec. 2.2-4342 will be available to the public for inspection upon request with rare and limited exception as the law permits.

B. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection.

C. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the public body decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

D. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

E. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

F. Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Va. Code Ann., Sec. 2.2-4317(B) shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected, and
- (iii) state the reasons why protection is necessary.

A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information:

- (i) an entire bid, proposal, or prequalification application;
- (ii) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or
- (iii) line item prices or total bid, proposal, or prequalification application prices.

7.17 Tax Exemption. The County of Culpeper as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

ARTICLE 8

SPECIAL TERMS AND CONDITIONS:

8.1 Definitions

A. Application for Payment – The term “Application for Payment,” or “Payment Application,” as used in these Contract Documents, shall refer to the form acceptable to the County which is to be used by the Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

B. Change order – A document signed by the County and the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract times.

C. Claim – A demand or assertion by the County or Contractor seeking an adjustment of contract price or contract times, or both, or other relief with respect to the terms of the contract. A demand for money or services by a third party is not a claim.

D. Field Order – A written order issued by the County (or its Architect) which requires minor changes in the Work but which does not involve a change in the contract price or the contract times.

E. Final Completion – Shall mean that one hundred percent (100%) of the Work contemplated by the contract documents and any supplemental changes or addenda thereto authorized by the County (to include punch-list items) is completed by the Contractor, the Work being both physically in place and fully operational, the County has issued a Certificate of Completion, and the Contractor has completely demobilized from the site.

F. Milestone – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

G. Owner - The term “Owner,” as used in these Contract Documents, shall refer to the County of Culpeper, Virginia (also referred to as the “County”).

H. Progress Schedule – The term “Progress Schedule,” or “Project Schedule,” or “Construction Schedule,” as used in these Contract Documents shall refer to a schedule, prepared and maintained by the Contractor, which describes the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

I. Project Site – The term “Project Site,” or “Site,” as used in these Contract Documents, shall refer to *the physical area where the project work is located which may include areas outside of the parcel or parcels on which the project is located.* (project site)

(location of project site).

J. Schedule of Submittals – The term “Schedule of Submittals,” or “Submittal Schedule,” as used in these Contract Documents, shall refer to a schedule, prepared and maintained by the Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

K. Schedule of Values - The term “Schedule of Values,” as used in these Contract Documents, shall refer to a schedule, prepared and maintained by Contractor and approved by County’s Architect, which allocates portions of the Contract Price to various portions of the work and is used as the basis for reviewing the Contractor’s Applications for Payment.

L. Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

M. Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

N. Subcontractor – An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

O. Submittal – The term “Submittal,” as used in these Contract Documents, shall refer to information including product data, shop drawings, installation instructions, samples, and other pertinent documentation) describing in detail all materials and equipment to be furnished under the Contract. Submittals shall be submitted by the Contractor for County’s Architect’s review.

P. Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the County, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Q. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

R. Unit Price Work – Work to be paid for on the basis of unit prices.

S. Work – The term “Work” as used in these Contract Documents refers to the entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

T. Work Change Directive - A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by the County and recommended by the County’s Architect ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

8.2 Wage Rates

To the extent permitted by law, no Federal wage rates other than minimum wages rates will be imposed.

8.3. Preliminary Matters

A. Starting the Work

1. Contractor shall start to perform the Work in accordance with the Notice to Proceed.

B. Before Starting Construction

1. Preliminary Schedules: Within ten (10) days after the Effective Date of the Agreement, Contractor shall submit to County's Architect for timely review the following:
 - a. A preliminary Construction (Progress) Schedule, indicating the times for starting and completing the various stages of the Work.
 - b. A preliminary Schedule of Submittals.
 - c. A preliminary Schedule of Values for all of the Work, which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

8.4 Contractor's Status

A. The Contractor represents and warrants:

1. That it is financially, that its financial condition is in all material respects the same as represented and certified at the time of bidding, and that it is experienced in and competent to perform the type of Work or to furnish the plant, materials, supplies, or equipment, to be so performed or furnished by it; and
2. That it is familiar with all Federal, State, County, and Local laws, ordinances, and regulations which may in any way affect the Work or those employed therein including, but not limited to, any special acts relating to the Work or to the project of which it is a part; and
3. That such temporary and permanent Work required by the Contract Documents as is to be done by it can be satisfactorily performed and constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and
4. That it has carefully examined the Contract Documents and the Site of the Work and that, from its investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials and structures likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials which may in any way affect the Work or its performance.
5. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with each and every phase of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and any other persons who may be affected thereby.

B. Supervision and Superintendence.

1. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
2. Contractor shall have sole responsibility for the means, methods, techniques, sequences, and procedures of construction.
3. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent, as agreed upon by the County, who shall have full authority to act for the Contractor and who shall see that the Work is executed in accordance with the Contract Documents. Superintendent shall not be replaced without written notice to The County and County's Architect except under extraordinary circumstances.
4. The Contractor shall be responsible for the acts of its agents, superintendent, and employees during the life of the Contract.

C. Contractor's Employees

1. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction and related activities as required by the Contract documents. It shall, at all times, maintain good discipline and order at the site.

D. Services, Materials, and Equipment

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
2. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specification shall expressly run to the benefit of The County. If required by County's Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
3. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instruction of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

E. Use of Site and Other Areas - Reserved (Specific to Project)

1. Limitation on Use of Site and Other Areas:
 - a. *Use of site shall be limited to those areas necessary to complete Contract work.*
 - b. Site is continuously occupied and operational. Maintain site access at all times for site operations in coordination with the Culpeper County Sheriff's Office. The existing buildings must be protected to remain weathertight.
2. Removal of Debris During Performance of the Work: Perform daily cleaning of site.
3. Cleaning: Perform periodic cleaning & final cleaning as part of substantial completion.
4. Temporary Facilities: Provide portable toilets during construction. Jobsite storage and office facilities may be located where space permits, but a dedicated jobsite office is not required.

5. The safety of the public and its employees is the primary concern for Culpeper County. The Contractor shall place temporary pedestrian traffic control devices surrounding the work area to protect individuals, including the public and County employees, which may include, but is not limited to: barricades, tarps, plastic yellow caution tape, cones, and other means as may be appropriate, prudent, and/or necessary to protect the individuals, surrounding areas, equipment, vehicles, etc.

F. Contractor's Responsibility and Liability for Injuries to Persons or Damage to Property

1. Contractor shall be solely responsible and liable for the safety and protection of the property, including but not limited to, the premises, its appurtenances and equipment and for the safety and protection of all persons entering on, in or about the Site including, but not limited to, the employees of the County, Architect, Contractor, subcontractors. The Contractor shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property occurring on account of the Work under this Contract, where or not due to the negligence, fault, or default of the Contractor, its officers, employees, or agents, or of a subcontractor, its officers, employees, or agents.

2. To the fullest extent permitted by the law of the State in which the work is performed the liability of the Contractor under this Contract shall be absolute and shall not be dependent upon any question of negligence on his part or on the part of its officers, agents, servants, or employees. Neither the approval by the County and County's Architect of the methods of doing the Work, nor the failure of the County and County's Architect to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the County and County's Architect to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor from its obligations hereunder in case of any such injury to person or damage to property.

3. The provisions of this paragraph are intended for the sole benefit and protection of the County and County's Architect and shall not create any cause of action in favor of any person, corporation or entity, other than the County and County's Architect.

G. Contractor's Duty of Indemnification

1. Contractor shall fully protect, defend, indemnify, and save harmless the County and the County's Architect, their officers and agents, against all liability, judgements, costs, damages and expenses, including reasonable attorneys' fees, upon any claims for injuries to, or death of, any persons or damage to any property occurring on account of the Work hereunder, whether such damages or injuries to be attributable to the negligence of the Contractor, its officers, employees, agents, the County, County's Architect, or others, provided, however, that to the extent specifically precluded and disallowed by law, this clause shall not be deemed to provide indemnity against the sole negligence of the County.

2. Contractor shall fully protect, defend, indemnify, and save harmless the County and the County's Architect against all liability judgments, costs, damages, and expenses, including reasonable attorneys' fees, upon all claims relating to labor and material furnished in connection with the Work hereunder or on account of the failure, omission, or neglect of the Contractor or its Subcontractors, their officers, employees, or agents to do or perform any of the covenants, acts, matters, or other duties required by this Contract.

H. The provisions of this Section shall not be deemed to provide indemnity of the County's Architect for the liability of the County's Architect, its agents or employees, to the extent that the liability of the County's Architect, its agents or employees arises out of (a) or (b) below.

- a. The preparation or approval of maps, drawings, opinions, reports, surveys, changes orders, designs, or specifications, or
- b. The negligent giving or failure to give, directions or instructions required by contract or law of the County's Architect, its agents or employees as part of the Work, where such giving or failure to give directions or instructions by the County's Architect, is the primary and principal cause of the bodily injury or property damage.

I. Claims

See the Culpeper County Purchasing Resolution for addressing claims, contractual claims, and contractual disputes.

J. No Claims Against Individuals

1. No claim whatsoever shall be made by the Contractor against any trustee, beneficiary, officer, agent, public official, or employee of the County for, or on account of, anything done or omitted to be done in connection with the contract.
2. This Section shall also supply with equal force and effect to the directors, officers and employees of the County's Architect provided, however, that this Section shall not apply to partners or other persons who by law would be liable for the acts of the legal entity, whether the County or County's Architect, it being the intent of this Section that claims against the legal entity itself shall not be precluded.

K. Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. All persons on the Site or who may be affected by the Work;
 - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - c. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of completing the Work.
2. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
3. Contractor shall comply with the applicable requirements of The County's safety programs, if any.

4. Contractor shall inform The County and County's Architect of the specific requirements of Contractor's safety program with which The County's and County's Architect's employees and representative must comply while at the Site.
5. All damage, injury, or loss to any property referred caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County or County's Architect or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
6. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and County's Architect has issued a notice of final payment to the County and Contractor, indicating that the Work is complete and acceptable.

L. Emergencies

1. In emergencies affecting the safety of persons on the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the County's Architect or the County, shall act, at its discretion, to prevent threatened damage, injury, or loss. It shall give the County and County's Architect prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract price or an extension in the Contract time, it shall make claim as provided for in the Contract Documents.

M. Patents and Licensing Agreements

1. Contractor shall protect, defend, indemnify, and save harmless the Owner and County's Architect from all liabilities, judgments, costs, damages, and expenses which may in any way come against either of them by reason of the use of any material, machinery, devices, equipment, or processes furnished or used in the performance of the Work for which patents or licensing agreements exist or by reason of the use of designs furnished by the Contractor for which patents or licensing agreements exist.
2. In the event that any claim, suit, or action at law or in equity of any kind whatsoever is made or brought against the County involving any such patents or licensing agreements, the County shall have the right to retain from the money due and to become due the Contractor a sufficient amount of money as shall be considered necessary by the County to protect itself against loss until such claim, suit, or action shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the County.

N. Contractor to Check Contract Documents

1. Contractor shall verify all dimensions and quantities in the Contract Documents. Any discrepancies found between the Contract Documents and Site conditions or any errors or omissions found shall be immediately reported to the County's Architect, who shall promptly correct such error or omission in writing. Any Work done by the Contractor after

its discovery of such discovery if such discrepancies, errors, or omissions shall be done at the Contractor's risk.

8.5 County's Status

A. Furnish Data

1. County shall furnish the data required of County as stipulated in the Contract Documents.

B. Limitations on County's Responsibilities

1. The County shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. County will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Compliance with Safety Program

1. While at the Site, County's employees and representative shall comply with the specific applicable requirements of Contractor's safety programs.

8.6 Architect's Status

A. Visits to Site

1. County's Architect will make visits to the Site at intervals appropriate to the various stages of construction as County's Architect deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, County's Architect, for the benefit of County, will determine in general, if the Work is proceeding in accordance with the Contract Documents. County's Architect will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. County's Architect's efforts will be directed toward providing for County a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, County's Architect will keep County informed of the progress of the Work and will endeavor to guard County against defective Work.

B. Authorized Variations in Work

1. County's Architect may authorize, in writing as a Field Order, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

C. Rejecting Defective Work

1. County's Architect will have authority, with approval from the County, to reject Work which County's Architect believes to be defective, or that County's Architect believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

D. Decisions on Requirements of Contract Documents and Acceptability of Work

1. County and County's Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between County and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to County and County's Architect in writing within thirty (30) days of the event giving rise to the question.
2. County's Architect will, with reasonable promptness, render a written decision on the issue referred. If County or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made consistent with the Culpeper County Purchasing Resolution.
3. County's Architect's written decision on the issued referred, once accepted by the County, will be final and binding on County and Contractor, subject to the provisions of the Culpeper County Purchasing Resolution.
4. When functioning as interpreter and judge under this paragraph, the County's Architect will not show partiality to the County or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity

E. Limitations on the County's Architect's Authority and Responsibilities

1. Neither the County or the County's Architect's authority or responsibility under the Culpeper County Purchasing Resolution, or under any other provision of the Contract Documents nor any decision made by the County's Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by the County's Architect shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by the County's Architect to the Contractor, any subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
2. County or County's Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and Regulations applicable to the performance of the Work. County and County's Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
3. County and County's Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.
4. County and County's Architect's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation

required to be delivered by the Contract Documents will only be to determine generally that their content complies with the requirement of, and in the case of certificates of inspection, tests, and approvals that the results certified indicate compliance with, the Contract Documents

F. Compliance with Safety Programs

1. While at the Site, County's Architect's and County's employees and representative shall comply with the specific applicable requirements of Contractor's safety programs.

8.7 Substitutes and "Or-Equals"

Generally, substitutions and/or "or-equals" are not permitted after the close of bids. With that said, substitutions and/or "or-equals" may be considered on a per instance per project basis where it may be determined in the best interest of the County to consider any such requests for substitution. The County in its sole discretion reserves the authority to make a determination (i) that any requested substitution is equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended and (ii) whether permitting any such substitution is in the best interest of the County to consider or approve/authorize.

8.8. Payment to Contractor

A. Schedule of Values

1. The Schedule of Values established herein Article 8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to County's Architect.

B. Progress Payments

1. Applications for Payments

a. At least twenty (20) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to County/County's Architect for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that County has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect County's interest therein, all of which must be satisfactory to County.

b. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

c. The amount of retainage with respect to progress payments will be as stipulated in this Agreement.

2. Review of Applications

a. County's Architect will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to County or return the Application to Contractor, indicating, in writing, the County's Architect's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

b. County's Architect's recommendation of any payment requested in an Application for Payment will constitute a representation by County's Architect to County, based on County's Architect's observations of the executed Work as an experienced and qualified design professional, and on County's Architect's review of the Application for Payment and the accompanying data and schedules, that to the best of County's Architect's knowledge, information, and belief:

i. The Work has progressed to the point indicated;

ii. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and

iii. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is County's Architect's responsibility to observe the Work.

c. Neither County's Architect's review of Contractor's Work for the purposes of recommending payments nor County's Architect's recommendation of any payment, including final payment will impose responsibility on County's Architect:

i. To supervise, direct, or control the Work, or

ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

iii. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

iv. To make any examination to ascertain how or for what purposes

Contractor has used the moneys paid on account of the Contract Price, or
v. To determine that title to any of the Work, materials, equipment has passed to County free and clear of any liens.

d. County's Architect may refuse to recommend the whole, or any part of any application for payment, as may be appropriate and reasonable under the circumstances. The basis for any recommendation refusal, may include, but is not limited to:

i. Subsequently discovered evidence regarding Work performed;

ii. The results of inspections or tests regarding Work performed;

iii. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

iv. The Contract Price has been reduced by Change Orders;

- v. County has been required to correct defective Work or complete portions of the Work;
- vi. Claims have been made against County on account of Contractor's performance or furnishing of the Work;
- vii. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to County to secure the satisfaction and discharge of such liens'; or
- viii. There are other items entitling County to a set-off against the amount recommended.

8.9 Change Orders & Unauthorized Work

A. No claims may be made by anyone that the scope of the project or the Contractor's services have been changed (requiring changes to the amount of the compensation to the Contractor or other adjustments to the Contract) unless such changes or adjustments have been made in accordance with this Agreement.

B. Extra work performed without prior, approved, written amendment (change order) will be considered unauthorized, and at the expense of the Contractor. Payment will not be made by the County.

C. No oral conversations, agreements, discussions, or suggestions which involve changes to the scope of the Contract made by anyone, including County employees, shall be honored or valid.

D. No written agreements or changes to the scope of the Contract made by anyone including County employees, other than the County Administrator or the Owner's Contract Administrative, shall be honored or valid.

8.10 Beneficial Occupancy and Substantial Completion

A. For purposes of this Contract, the following definitions shall apply:

1. Beneficial Occupancy: Use or occupancy of the Work, or designated parts thereof, by the Owner, even though all of the Contract Work, or designated part thereof, may not yet be substantially complete.
2. Substantial Completion: Completion by the Contractor of all the Work of the Contract, or designated part thereof, except for minor or incidental items, the existence of which will not affect or impede the Owner's full use of the Work, as determined by the Owner's Representative.

B. Beneficial Occupancy:

1. The Owner reserves the right to use or occupy all or parts of the Work at the Owner's sole discretion, and before the Work or part thereof is substantially complete. However, unless specifically scheduled otherwise in the Special Conditions, or by prior agreement, the Owner shall not be required to use or occupy the Work or any part thereof until all of it is substantially complete. Beneficial occupancy of the Work of part thereof by the Owner

shall not relieve the Contractor from completing all the Work in accordance with the Contract Documents, or from other contractual obligations, and shall not prejudice the Owner in any way.

2. Equipment or operating systems will not be considered for use under beneficial occupancy, and will not be considered substantially complete, until all of the conditions and requirements (except the performance testing) have been successfully and completely met.

3. In the event the Owner takes beneficial occupancy of the Work or designated part thereof, the Owner's Representative shall prepare and issue to the Contractor a Notice of Beneficial Occupancy, clearly identifying the occupied Work, the Contract value of the occupied Work, the date of beneficial occupancy, the beginning and end dates of the warranty period for the occupied Work and the continuing responsibilities of the Owner and Contractor for operation, maintenance, utilities, security, insurance, etc. Generally, but not necessarily, the warranty period for equipment items will commence on the date of beneficial occupancy of that Work. Generally, but necessarily, the retainage amount associated with equipment will not be reduced until the Work is substantially complete, as hereinafter described.

C. Substantial Completion:

When the Contractor has completed the Work, or designated parts thereof, to a point that, in the opinion of the Contractor the Work is substantially complete, the Contractor shall so notify the Owner's Representative in writing. However, unless specifically scheduled in the Special Conditions or agreed to in advance by the Owner, the Owner shall not be obligated to consider any part of the Work for substantial completion until all of the Work of the Contract is substantially complete.

1. As soon as reasonably practical after receiving such notification, the Owner's Representative will inspect the Work and thereafter advise the Contractor of any deficiencies or other impediments to determining the Work to be substantially complete. Note that any such inspection and listing of impediments to substantial completion shall not be construed to be a "final inspection" or "punch list," unless specifically identified as such by the Owner's Representative.

2. When the Owner's Representative determines that the Work is, in fact, substantially complete, a final inspection involving all interested parties will be scheduled and conducted by the Owner's Representative. The Owner's operation and maintenance personnel may participate in this inspection or may perform their inspections separately. Following the inspection(s), the Owner's Representative will provide the Contractor with a compiled list of defective, deficient, incomplete or otherwise unacceptable Work. This list is commonly referred to as a "punch list". The Owner's Representative will indicate on the punch list its opinion of the estimated cost of completing or correcting each of the items listed thereon.

3. After preparation of the punch list, the Owner's Representative will prepare and issue a Certificate of Substantial Completion. This document will clearly identify the parts of the Work which are substantially complete, the value of the substantially completed Work, including any fully executed change orders applicable thereto, the date of substantial completion, the beginning and end date of the warranty period, and the continuing responsibilities of the parties for operation, maintenance, utilities, security, insurance, etc.

The punch list will be attached to the Certificate of Substantial Completion and be made a part thereof. (The value of substantially completed Work shall be determined from the bid items, or, if no applicable bid items exist, from the Contractor's approved lump sum breakdown.)

8.11 Intent of Contract Documents

- A. The intent of the Contract Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional costs to the Owner.
- B. The mention of any specific duty or liability of the Contractor in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the Contract Documents, said reference to any specific duty or liability being merely for purposes of explanation.
- C. The locations, character, and many details of the Work are shown on the Contract Drawings. The Work shall be constructed in accordance with these Drawings, and such other drawings as may be furnished from time to time by the Engineer. Should a dimension or detail be omitted, the Contractor shall request an interpretation from the Engineer.
- D. Any error or discrepancy in the Contract Documents discovered by the Contractor shall be brought to the attention of the Owner/Engineer by the Contractor before proceeding with the Work affected by such error or discrepancy so that the error or discrepancy can be rectified.

8.12 Published Standards and Specifications

References in the Contract Documents to published regulations, specifications, codes or standard of private and governmental technical societies and agencies shall mean the latest edition of the referenced publication. Where referred to in these contract Documents, published regulations, specifications, codes or standards shall be followed or complied with as if they were incorporated herein in their entirety, as applicable to the Work of this Contract and to the extent that they do not conflict with specific requirements contained in these Contract Documents.

8.13 Submittals

- A. Submittals shall be provided by Contractor sufficiently in advance of the Work to permit proper review, including time for necessary revisions and resubmittals. Delay to the Work caused by late submissions shall be the responsibility of the Contractor making such late submission. Submit PDF documents except for (2) copies of physical samples and manufacturer's printed color charts. COLOR SELECTIONS WILL NOT BE MADE FROM WEBSITES.
- B. The Owner shall not be obligated to accept or pay for materials or equipment furnished in the absence of reviewed Submittals.

C. Submittals shall present complete and accurate information relative to all working dimensions, equipment weights, assembly, and sectional views; all the necessary details pertaining to coordinating the Work of the Contract; lists of spare parts and tools where such parts or tools are required; no-scale control diagrams for control wiring and control piping; and any other items of information that are required to demonstrate detail compliance with the Contract Documents and to coordinate the Work with other subcontractors.

D. If called for in the applicable Technical Specifications or if specifically requested by the Engineer, submittals for operating or process equipment (e.g., presses, pumps, compressors, etc.) shall be accompanied by a certification from the equipment manufacturer that the offered equipment meets or exceeds specified requirements at the specified operating conditions. Certified performance curves or test data shall also be submitted, as applicable/ For equipment, such as pumps, which is controlled or driven by equipment furnished by other manufacturers, such as variable frequency drives, the driven equipment (pump) manufacturer shall certify that the drive equipment technical information has been reviewed and the drive equipment is suitable for and compatible with the driven equipment, and vice versa.

E. Submittals are reviewed only for the purpose of determining whether or not items proposed to be furnished by the Contractor are in substantial conformity with the requirements of the Contract Documents. Notwithstanding the review of submittals, the Contractor is responsible for the accuracy and completeness of such information, for the satisfactory operation and performance of the furnished material or equipment and for its complete and proper installation.

F. After submittals are accepted by the Engineer, the items described in the accepted submittals shall be furnished exactly as described. In the event a manufacturer changes the design of an item subsequent to the acceptance of the submittal describing that item. Contractor shall revise the approved submittal to include all equipment revisions and resubmit for Engineer's review.

8.14 Layout and Coordination Drawings

The Contract Drawings do not necessarily contain all the details necessary to perform the Work. Where applicable or required, these details shall be provided by the Contractor in the form of layout or coordination drawings. In addition to submittals, the Contractor, and any applicable subcontractors, shall prepare and submit to the Engineer for review, coordination and layout drawings in sufficient detail to fully describe the Work to be performed. Such drawings would include, but not be limited, pipe laying schedules, pipe fabrication, support and restrain details, pipe, duct and conduit routings, equipment layout and mounting details, concrete placing schedules, reinforcing steel details, structural steel fabrication and erection details, etc.

8.15 Equipment Manufacturer's Manuals and Information

A. Equipment manuals shall be provided, as is reasonable.

B. All equipment, devices or materials furnished by the Contractor as a part of the Work of this Contract shall be accompanied by all information, instructions, and data necessary for the proper and complete care, operation, maintenance and repair of the equipment, device or material by the

Owner's personnel. The required information, instructions and data shall be prepared and compiled by the manufacturer of the equipment, device or material and shall hereinafter be referred to collectively as "equipment manuals".

C. In addition to any specific requirements of other sections of the Contract Documents, equipment manuals shall be required for any and all items containing moving parts, electric or electronic wiring or components, pneumatic or hydraulic devices or components, or requiring regular or special maintenance, cleaning or lubrication.

D. Providing complete equipment manuals, as specified herein, for all equipment, devices or materials furnished under the Contract is part of the Work of this Contract and the Contractor is wholly responsible for obtaining acceptable equipment manuals from the equipment manufacturers and submitting them to the Owner. In order to be acceptable, each copy of each equipment manual from the equipment manufacturers and submitting them to the Owner. In order to be acceptable, each copy of each equipment manual must be complete, as specified herein, and must be clearly legible.

E. Over and above and in addition to any other retainages provided for in the Contract, ten percent (10%) of the value of equipment, devices or materials requiring equipment manuals shall be retained from payments otherwise due the Contractor until acceptable equipment manuals for the applicable items are received by the Owner. For the purpose of applying this retainage, equipment, device or material values shall be determined from actual invoices presented by the Contractor to the Owner, or, in the absence of actual invoices, by an estimate of fair and reasonable value determined by the Owner. The Contractor is advised to include this specification, entitled "Equipment Manufacturers' Manuals and Information," in all applicable purchase orders and to provide a similar retainage provision in all applicable purchase orders or purchase agreements.

8.16 Record Documents

Contractor shall maintain and keep records consistent with and mirroring the requirements of the Virginia Public Records Act, including the relevant administrative and local procurement schedules created and maintained by the Librarian of Virginia, as imposed upon Owner. Contractor shall maintain in a safe place at the Site at least one record copy of all Drawings, Specifications, Addenda, Change Orders, and other written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved samples and a counterpart of all approved submittals will be available to Engineer for reference. Upon completion of the Work, these record documents, samples, and submittals will be delivered to Owner.

8.17 Services of Manufacturer's Factory Representatives – Installation, Startup, and Training

A. The services of manufacturer's factory representatives shall be provided by the Contractor at the times and for the duration and purposes stated in the various equipment specifications sections and/or Special Conditions. The factory representatives provided shall be trained and fully qualified and capable of performing the services required. Factory representatives shall arrive at the site

with all tools, instruments, equipment, documentation or other materials necessary to perform the required services.

B. Time spent in travel to the site shall not be applied toward the required duration of service. Time spent at the site if not properly prepared or equipped to perform the required service shall not be applied toward meeting the specified durations. For installation, initial operation, testing, startup and adjustment services, the durations indicated in the Contract Document shall be considered minimums. Additional on-site time shall be provided at the Contractor's expense as necessary to assure that equipment is installed and operating correctly and in accordance with the specifications.

C. The Owner's personnel shall have the right to witness the activities of factory representatives during installation, testing, startup, and adjustment. Furthermore, the Owner reserves the right to video record, at its expense, the on-site activities of factory representatives, including training. Neither the Contractor nor the equipment supplier or manufacturer shall be entitled to any additional compensation as a result of the Owner's video recording. It is understood that video recording, if performed, will be strictly for the Owner's use in training its employees and that the video records will not be made available by the Owner to any other party or used for any other purpose.

D. Manufacturer's services for instruction and/or training of Owner's personnel shall be provided, as is reasonable. The specified durations for training shall be over and above the time spent at the site for any other purposes. As noted above, time spent in travel shall not be applied toward the required duration of service.

E. At least thirty (30) days prior to proposed training, the Contractor shall submit for the Owner's review and approval a training outline or lesson plan clearly indicating the subject matter duration of each segment and dept of detail proposed to be presented at the training session. No training shall be performed in the absence of a previously approved lesson plan or outline. Prior to scheduling training sessions, any and all equipment manuals, as specified elsewhere, shall be submitted to and approved Owner. No training shall be performed in the absence of previously approved equipment manuals. Training which is provided that does not follow approved lesson plans or outlines, or where manufacturer's representative is not properly prepared or qualified shall not be accepted by the Owner as meeting the training requirements.

F. Training, assumed to be formed twice to accommodate operating shifts, shall be scheduled at least thirty (30) days in advance so as to provide the Owner an opportunity to adjust work schedules to permit all interested personnel to attend. If applicable to the particular training to be provided, the Owner can make its training room facilities available

**[THIS PORTION OF THE PAGE INTENTIONALLY LEFT BLANK -
SIGNATURES TO FOLLOW]**

WITNESS the following signatures and seals in agreement with the above terms for

Contract # _____:

COUNTY OF CULPEPER

By: _____
Printed Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____
Email: _____
Date: _____

Approved as to Form:

_____, Esq.
County Attorney
Date: _____

[CONTRACTOR NAME]

By: _____
Name: _____
Title: _____
Address Line 1: _____
Address Line 2: _____
Telephone: _____
Email: _____
Date: _____

SECTION 01100 - SUMMARY

1.1 GENERAL

- A. Project Identification: Project consists of one project under one Construction Contract: The Culpeper County Courthouse Exterior Brick Repair.
 - 1. Project Location: 135 West Cameron Street – Culpeper, VA 22701
 - 2. Owner: County of Culpeper
- B. Architect Identification: The Contract Documents, dated January 22, 2026, were prepared for the Project by Sanders Architecture, PC.
- C. The Work consists of all work as defined by the specifications, drawings and addenda.
 - 1. Generally, the Work consists of exterior masonry repairs and re-pointing.
- D. Project will be constructed under one construction contract by one General Contractor.
- E. Work Sequence: The Work shall be conducted in one continuous effort, scheduled as indicated, in coordination with other users on the property.
- F. Use of Premises: Contractor shall limit access and use to those portions of the site indicated for new construction activities. Work must be scheduled and phased so that the existing use maintains operations during normal business hours during construction. Contractor's use of premises is limited by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Separate Contract: Owner may award separate contracts for performance of certain work on site. Those operations may be conducted simultaneously and be coordinated fully with work under this Contract. Work that may be provided by others will be identified at the pre-bid meeting upon request.
- G. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- H. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

END OF SECTION 01100

SECTION 01140 - WORK RESTRICTIONS

1.1 GENERAL

- A. Use of Premises: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to area of site to be altered by construction activity. Stay off adjacent property and public streets without prior approval. Town parking permit may be required for use of public street.
 - 2. Owner Occupancy: Owner will continue to occupy the site during construction. Building must be left secure to the satisfaction of CCSO courthouse security before leaving site.
 - 3. Tools and weapons: No weapons are permitted on County property at any time.
 - 4. Adjacent Site: Keep construction activities off of adjacent properties.
 - 5. Security: Contractor shall comply with County Security guidelines.
- B. Utilities: Except for approved and scheduled interruptions, All existing utility services must be maintained operational at all times. Apart from limited use of 20A existing receptacles, Furnish electric service for construction needs. Utility services may not be interrupted without the prior approval of the Owner's representative.
- C. Air Quality: Maintain indoor air quality to regulated safe levels at all times in every area of the building. Keep dust & chemical odors out of building.
- D. HVAC systems: Protect existing system to remain.
- E. Noise: Limit construction activities that may cause excessive vibration or noise to be transmitted to occupied areas of the site during public occupancy. Contractor shall be prepared to immediately cease noise, lighting or other construction activities that interfere with Owner operations upon request.
- F. Obtain all permits necessary to temporarily obstruct public streets or sidewalks or to perform work on or in a ROW. Obtain all permission necessary from other governing authorities having jurisdiction.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

1.4 END OF SECTION 01140

SECTION 01732 - SELECTIVE DEMOLITION

1.1 GENERAL

A. Definitions:

1. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
4. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

B. Materials Ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

C. Submittals:

1. Proposed dust-control and noise-control measures.
2. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition work, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
3. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements.

D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

E. Standards: Comply with ANSI A10.6 and NFPA 241.

F. Project Conditions:

1. Owner will occupy portions of building and site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Extent of Owner's use of site and procedures for coordinating demolition will be addressed at the pre-bid meeting.
2. Maintain access to existing walkways, corridors, tunnels, and other adjacent occupied or used facilities.
3. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - a. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

G. Hazardous Materials: Lead paint is assumed in historic paint.

1. No other ACM or Hazardous materials abatement is anticipated

H. Storage or sale of removed items or materials on-site will not be permitted.

I. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

- A. Repair Materials: Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

1.3 EXECUTION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- E. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- F. Utility Requirements: Locate, identify, disconnect, shut off, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building where required.
- G. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- H. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- I. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- J. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- K. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

- L. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- M. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- N. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- O. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- P. Selective Demolition: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain [fire watch and] portable fire-suppression devices during flame-cutting operations. As a minimum a (4) hour fire watch shall follow all hot work.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Notify Owner promptly if selective demolition operations cause damage to adjacent parts or systems of the building – even if damage is repaired on the spot.
- Q. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- R. Removed and Reinstalled Items: Comply with the following:
 - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- S. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected

storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

- T. Patching and Repairs: Promptly repair damage to adjacent construction caused by selective demolition operations.
1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 2. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- U. Disposal of Demolished Materials: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
1. Burning: Do not burn demolished materials.
 2. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

SECTION 01770 - CLOSEOUT PROCEDURES

1.1 GENERAL

- A. Substantial Completion: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Advise Owner of changeover in heat and other utilities.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Substantial Completion Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Final Completion Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. List of Incomplete Items (Punch List): Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- F. Project Record Documents: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- G. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- H. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- I. Warranties: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. Submit in PDF format.
2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1.2 PRODUCTS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1.3 EXECUTION

- A. Final Cleaning: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 1. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove construction equipment and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains.
 - f. Remove debris and surface dust from limited access spaces.
 - g. Remove labels that are not permanent.
 - h. Clean mud from Roof & coping
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770