

OLD DOMINION UNIVERSITY
SPECIAL TERMS AND CONDITIONS

The following 'special' terms and conditions shall, as applicable, be incorporated into the contract.

- A. ACCESS TO WORK: The University, the University's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.
- B. ASBESTOS:
1. Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
 2. It is considered a conflict of interest to have an employee/employer relationship with an asbestos project monitor working on a project performed by the asbestos contractor or asbestos RFS contractor, or a financial interest in the firm of which the project monitor is an employee.
 3. It is considered a violation of the Virginia Asbestos Licensing Regulations for the Contractor to have a financial interest with a laboratory utilized by the Contractor for asbestos sample analysis. The Contractor is still responsible for performing personal monitoring of his employees per OSHA requirements in 29 CFR 1926.58, Subpart F.
 4. It is considered a conflict of interest and a violation of the Virginia Asbestos Licensing Regulations for an asbestos Contractor or asbestos RFS contractor to enter into a contract to perform an asbestos project if the inspection or project design was performed by individuals employed by, compensated by or financially affiliated with the asbestos Contractor or asbestos RFS contractor without providing a disclosure form disclosing the asbestos Contractor's or asbestos RFS contractor's relationship with the inspector, RFS inspector or project designer.
 5. The Contractor, if not licensed as an asbestos abatement Contractor or a RFS Contractor in accordance with § 54.1-514, Code of Virginia, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos Contractors or RFS Contractors as appropriate for the work required.
- C. AS BUILT DRAWINGS: The contractor shall provide the University a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.
- D. AVAILABILITY OF MATERIALS: If material specified is not available on the present market, alternate materials may be proposed by the Contractor for approval by the University.

E. BONDS AND SECURITY:

1. Bonds:

- a. Fidelity: Upon award, selected Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of "A" or better, as reflected in their most current publication, covering all personnel under contract to the University, with a penalty amount of not less than \$_____, and naming the University as co-oblige. Certificate of such protection must be presented to the University prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-oblige provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.
- b. Maintenance: Upon award, selected Contractor shall deliver to the University a 'maintenance bond' in the sum equal to twenty-five percent (25%) of the total contract amount. The bond shall be for one (1) year with renewal clauses that coincide with any resulting, and shall be conditioned upon the faithful performance of the contract. The bond shall be executed by one or more surety companies selected by the Contractor that are authorized to do business in Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bond has been delivered to and approved by the University. The bond shall be payable to the Commonwealth of Virginia, naming also the University.
- c. Performance: (the Rules §29.) Upon award, selected Contractor shall deliver to the University a 'performance bond' in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, scope, specifications and conditions of the contract. The bond shall be executed by one or more surety companies selected by the Contractor that are authorized to do business in Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bond has been delivered to and approved by the University. The bond shall be payable to the Commonwealth of Virginia, naming also the University.
- d. Payment: (the Rules §29.) Upon award, selected Contractor shall deliver to the University a 'payment bond' in the sum of the contract amount for the protection of claimants who have and fulfill contracts to supply labor or materials to the Contractor, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. The bond shall be executed by one or more surety companies selected by the Contractor that are authorized to do business in Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bond has been delivered to and approved by the University. The bond shall be payable to the Commonwealth of Virginia, naming also the University.

2. Alternative Forms Of Security: (the Rules §30.)

- a. In lieu of a bond as required above, an Contractor may furnish a certified check or cash escrow in the face amount required for the bond.

- b. If approved by the University's General Counsel or his equivalent, an Offeror may furnish to the University a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the associated bond(s). Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the University equivalent to a corporate surety's bond.

F. CONTRACT AND RENEWAL TERM:

1. The initial term of the contract shall be XXXXX years commencing on ABC and expiring on 123;
2. The contract may be renewed by the University for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 2a. and 2.b. below. Cost considerations may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If the University elects to exercise the option to renew the contract for an additional one-year period **after the initial term**, the contract price(s) for the additional one year shall not exceed the contract price(s) of the initial contract term by the lesser of (1) the percentage increase/decrease of the Consumer Price Index (CPI) for All Urban Wage Earner and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period, or (2) not to exceed 5%.
 - b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period by the lesser of (1) the percentage increase/decrease of the Consumer Price Index (CPI) for All Urban Wage Earner and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period, or (2) not to exceed 5%.

G. COMPANY PERSONNEL STANDARDS:

1. Contractor shall provide trained personnel who shall be qualified to properly maintain/perform/test for services specified herein. If any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the University, the Contractor shall remove any such personnel and replace them with satisfactory personnel.
2. Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The University retains the right to require the Contractor to halt all work activities until such conditions are resolved.

- H. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT: If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner

payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor.

When applicable, in no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

- I. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type: _____

- J. CONTRACTOR REGISTRATION: Offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be properly licensed through the Commonwealth's Department of Professional and Occupational Regulation ("DPOR") for any construction, removal, repair or improvement of a building or other real property, as follows:

3. Class A Contractor's: Are unrestricted in the dollar amount of contracts they may complete.
4. Class B Contractor's: Can perform work on or manage projects up to \$120,000 per project, or if the total value of all such contracts undertaken by Offeror within any 12-month period does not exceed \$750,000.
5. Class C Contractor's: Can perform work on or manage projects up to \$10,000 per project, or if the total value of all such contracts undertaken by Offeror within any 12-month period does not exceed \$150,000.
6. The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his Contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said Contractor license number to the University in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If a Offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- K. 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 chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- L. DELIVERY: State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.
- M. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The University will not assume any responsibility for receiving these shipments. Contractor shall check with the University and make necessary arrangements for security and storage space in the building during installation.
- N. DELIVERY NOTIFICATION: The University shall be notified ____ hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to

Name

Phone

- O. FEDERAL PROVISIONS: For contracts funded by a U.S. Government grant or contract, the following provisions found in [Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule \(2 CFR Part 200, et al\)](#) shall be incorporated and made a part of this Contract.
- P. INSPECTION OF JOB SITE: Offeror certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
- Q. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- R. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR): If Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR), it must notify (by sending an email to **INSERT EMAIL ADDRESS** and receive prior written authorization from, the University's Export Compliance Program before delivery. The notification provided by the supplier shall include the name of the Old Dominion University point of contact, identify each ITAR-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Contractor agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse

the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

- S. **INSURANCE:** The contract will have the following insurance coverage. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers' Compensation** - The Contractor will maintain workers compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. **Employers Liability Insurance** - The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
3. **Commercial General Liability** - The Contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. The contract must state the insurance provided in the additional insured endorsement is primary without contribution from other insurance available to the additional insured. A notation on the certificate of insurance referencing the additional insured status is not sufficient.
4. **Automobile Liability** - The Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
5. The Contractor's Certificate of Insurance must (i) specify the specific University project, (ii) name both the Commonwealth of Virginia and Old Dominion University as "additional insured", and (iii) mark/notate in the 'addl insd' column for each type of insurance coverage listed EXCEPT WORKERS COMPENSATION and PROFESSIONAL LIABILITY INSURANCE.
6. **Cyber Security Liability:** Contractor will maintain cyber liability insurance based on their level of data access. The following tiered structure ensures appropriate coverage for Contractors providing IT services, cloud storage, payment processing, healthcare technology, and other data related services.
 - a. Tiered Cyber Liability Coverage for Vendors

1. Tier 1: General Vendors (Low Risk – Limited Data Access) Examples: Website hosting, software providers for general university operations, HR/payroll processors without PHI access.
 - a. Minimum Coverage Required: \$1M–\$5M
 - b. Data breach response & notification.
 - c. Business interruption coverage for IT disruptions.
 - d. Third-party liability for unauthorized data access.
2. Tier 2: Vendors Handling Student, Employee, or Financial Data (Moderate Risk) Examples: Student record platforms, financial aid/payment processors, cloud storage services.
 - a. Minimum Coverage Required: \$10M–\$25M
 - b. Compliance with FERPA, GLBA, and state data protection laws.
 - c. Ransomware & cyber extortion coverage.
 - d. Forensic investigation support.
 - e. Coverage for legal defense in case of data breach lawsuits.
3. Tier 3: Vendors Handling Patient or Medical Research Data (High Risk – PHI Access) Examples: Electronic Health Records (EHR) providers, telemedicine platforms, medical research databases.
 - a. Minimum Coverage Required: \$25M–\$50M
 - b. HIPAA & HITECH compliance coverage.
 - c. Fines & penalties coverage for regulatory violations.
 - d. Protection against third-party claims for PHI breaches.
 - e. Enhanced network security requirements.
 - f. Incident response services & 24/7 breach monitoring.

Profession/Service

Accounting
 Architecture
 Asbestos Design, Inspection or Abatement Contractors
 Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed
 Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)
 Insurance/Risk Management
 Landscape/Architecture
 Legal
 Professional Engineer
 Surveying

Limits

\$1,000,000 per occurrence, \$3,000,000 aggregate
 \$2,000,000 per occurrence, \$6,000,000 aggregate
 \$1,000,000 per occurrence, \$3,000,000 aggregate
 \$2,000,000 per occurrence, \$3,000,000 aggregate
 \$1,000,000 per occurrence, \$3,000,000 aggregate
 \$1,000,000 per occurrence, \$1,000,000 aggregate
 \$1,000,000 per occurrence, \$5,000,000 aggregate
 \$2,000,000 per occurrence, \$6,000,000 aggregate
 \$1,000,000 per occurrence, \$1,000,000 aggregate

T. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in

the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the Contractor by the University, with limits of coverage of not less than \$_____ for Loss Inside the Premises Coverage and not less than \$_____ for Loss Outside the Premises Coverage, naming the University as additional named insured with respect to this contract. Certificate of such protection must be presented to the University prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The Contractor agrees to maintain such policy until the completion of the contract and all money and property of the University is remitted to the University.

- U. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the Contractor, 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. § 1263 or Title 7 U.S.C. § 136.
- V. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for an indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
- W. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the Contractor’s liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of \$_____ or _____ times the amount of money paid to the Contractor under this contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
- X. **LIQUIDATED DAMAGES:**
1. **LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:** Delivery is required no later than _____. It is understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as

liquidated damages, the sum of \$ _____ per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the University, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, the University may extend the time for performance of the contract or delivery of goods herein specified, at the University's sole discretion, for good cause shown.

2. **LIQUIDATED DAMAGES, FURNISH AND INSTALL:** Work shall begin ____ calendar days after receipt of purchase order or contract and all work shall be completed in ____ calendar days. It is hereby understood and agreed by the Contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$ _____ per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the University, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the Contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the University may extend the time for performance of the contract or delivery of goods herein specified at the University's sole discretion for good cause shown.

- Y. **MAINTENANCE:** Upon expiration of the specified warranty period and at the University's option, the contractor shall provide on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed.
- Z. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- AA. **MATERIAL SAFETY DATA SHEETS (MSDS):** Contractor shall at the time of each delivery, provide to the University appropriate MSDS for each chemical and/or compound ordered. Payment will not be made on any chemical and/or compound received until the using agency receives current MSDS.
- BB. **MISS UTILITIES:** Contractor shall contact Miss Utilities a minimum of forty-eight (48) hours prior to excavation to have all existing underground utilities located and shall be responsible for any damage to underground utilities during the performance of this contract.

- CC. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- DD. OPERATIONAL COMPONENTS: Unless otherwise requested, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- EE. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- FF. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- GG. PRODUCT SUBSTITUTION: During the term of the contract, the Contractor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.
- HH. PROTECTION OF PERSONS AND PROPERTY:
1. 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.
 2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
 3. 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.
 4. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the University's property from injury or loss arising in connection with this contract. Contractor 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 University, and shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by the University. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
 5. 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 University, 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 University, 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 by paragraph G., of the General Terms and Conditions.

- II. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The University reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- JJ. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the University.
- KK. SERVICE REPORTS: Upon completion of any maintenance call, the Contractor shall provide the University with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.
- LL. SECURITY LICENSE: In accordance with § 9.1-139 of the *Code of Virginia* (1950), the Offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a proposal. The Offeror shall place their license number in the space provided below:
- Private Security Services Business License Number: _____
- For assistance, Offerors may contact the Department of Criminal Justice Services at 804-786-0460.
- MM. SIGNS, TRAFFIC CONTROL AND HIGHWAY PERMIT: Unless otherwise specified, Contractor shall be responsible for providing any and all signing and traffic control as required by the University when working in the University's rights-of-way, including any and all traffic control plans, and associated permits.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- OO. SUPERINTENDENCE BY CONTRACTOR:
1. The Contractor shall have a competent foreman or superintendent, satisfactory to the University, on the job site at all times during the progress of the work. The Contractor shall be responsible for

all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the University, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

2. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the University or the University's separate Contractors and their subcontractors.
3. The University may, in writing, require the Contractor to remove from the work any employee the University deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

PP. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

1. The Contractor, in conjunction with his subcontractors and suppliers, shall provide the University's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The Contractor shall provide the University with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

QQ. USE OF PREMISES AND REMOVAL OF DEBRIS:

1. The Contractor shall:
 - a. 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;
 - b. 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
 - c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
2. The Contractor expressly undertakes, either directly or through his subcontractor(s), to affect 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 University, 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.
3. 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.
4. 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 University may do so and charge for costs thereof to the Contractor.

5. 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.
6. 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 University. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the University.

RR. USE OF RECYCLED MATERIALS: Notwithstanding the prohibition against used, damaged or obsolete items, Contractors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein. Please provide the following information in this regard:

Do any of the goods offered contain recycled materials? ____Yes ____No.

If so, please qualify the recycled material content. _____.

SS. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of _____ following date of delivery. Should any defect be noted by the University, the University will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

TT. WARRANTY (COMMERCIAL): The Contractor agrees that the goods or services furnished under the contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

UU. WARRANTY OF MATERIALS AND WORKMANSHIP:

1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship

shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.

2. Work not conforming to these warranties shall be considered defective.
3. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

VV. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WW. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the University reserves the right to obtain additional quotes from other Contractors. A work order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.