



NELSON COUNTY, VIRGINIA

INVITATION FOR SEALED BIDS
IFB# 2026-NCTIP

ISSUED JANUARY 30TH, 2026 & DUE AT MARCH 4TH, 2026 AT 2:00 PM
NELSON COUNTY BOARD OF SUPERVISORS

NELSON COUNTY TIPPING FLOOR

ADVERTISEMENT FOR SEALED BIDS
IFB #2026-NCTIP

NELSON COUNTY TIPPING FLOOR
Nelson County, Virginia

Sealed Bids on the referenced project will be received electronically through eVA Virginia's Marketplace or delivered personally in the office of the Nelson County Board of Supervisors 84 Courthouse Square, P.O. Box 336, Lovingston, VA 22949 until Wednesday, March 4, 2026, at 2:00 PM and then publicly opened thereafter.

Bids may be withdrawn in accordance with the Code of Virginia §2.2-4330(a) Procedure (1). The Nelson County Board of Supervisors reserves the right to reject any and all bids in whole or in part, waive any and all informalities, and disregard all nonconforming or conditional bids or counterproposals.

The project generally includes: Demolition of an existing reinforced concrete slab totaling approximately 2,400 square feet and portion of an existing concrete barrier wall totaling approximately 49 linear feet. Then a new 8" hardened concrete slab, approximately 7' tall barrier wall, and 20' wide concrete apron will be installed. An existing floor drain will be cleared of all obstructions and a new cover grate installed. Damaged metal wall panels around the perimeter of the structure will be removed and replaced sealing gaps and holes in the wall.

On Wednesday, February 11, 2026, and thereafter, bidding documents may be examined at the office of the Nelson County Administrator 84 Courthouse Square, Lovingston, VA 22949 and the Building Inspections Office, 80 Front Street, Lovingston VA, 22949. Bidding posting, documents, and information will be available through eVA Virginia's Marketplace. However, bidding documents may also be obtained directly from the Nelson County Administrator's Office and may be picked up, received by mail or emailed electronically upon request. To request bid documents, call 434-263-7000 or email Juliana Piedra at jpiedra@nelsoncounty.org or Grace Mawyer at gmawyer@nelsoncounty.org; or call 434-846-8456 or email Gary Harvey at gary@architecturalpartners.com.

An **optional** pre-bid conference can be held on Tuesday, February 17, 2026, at 2:00 PM in Room 420, the Board of Supervisors Room of the Courthouse in Lovingston, VA 22949. A site visit will follow if pre-bid conference is held.

Bids shall be accompanied by a certified check, cash or an acceptable bid bond in the amount of five (5) percent of the base bid for all bids over \$100,000.

Bidders must be licensed contractors in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia as amended; and meet requirements of Title 2.2, Chapter 43, Paragraph 2.2-4311, Employment Discrimination Prohibitions, Paragraph 2.2-4312, Drug Free Workplace, and 2.2-4311.1 Compliance with State and Local Immigration Laws.

The contract will be awarded on a lump sum base bid to the lowest responsive and responsible bidder. The Nelson County Board of Supervisors reserves the right to award the contract in whole or in part. Nelson County is an Equal Opportunity Employer.

Questions shall be referred in writing to Architectural Partners via email to Gary Harvey at gary@architecturalpartners.com.

By Authority of the Nelson County Board of Supervisors

INSTRUCTIONS TO BIDDERS – IFB#2026-NCTIP

1. **GENERAL:** To be valid for consideration, bids must be completed and submitted in accordance with these Instructions to Bidders.
2. Bidding documents will be provided as indicated in the Advertisement for Bids.
3. **QUALIFICATION OF BIDDERS:** Each bidder must submit written evidence of his qualifications for the project including financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the project is located (Nelson County Business License). This includes being licensed in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11, Code of Virginia as amended. **See Bidder's Qualification Statement form provided herein.**
4. **EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1. Before submitting bids, each bidder must examine bid documents thoroughly; familiarize himself with Federal, State and Local laws, ordinances, rules, and regulations affecting the work; and correlate his observations with requirements of the bid documents.
 - 4.2. Bidders are requested and expected to visit the site(s) of the project(s) to alert themselves to local and special conditions which may be encountered during construction of the project such as: labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the work in accordance with contract documents.

5. OPTIONAL PRE-BID CONFERENCE:

- 5.1. An optional Pre-bid Conference will be held on Tuesday, February 17, 2026, at 2:00 PM in Room 420, the old Board of Supervisors Room of the Courthouse in Lovingston, VA 22949 and a site visit of the County's current tipping floor at the Transfer Station will follow. Questions shall be referred in writing to writing to Architectural Partners via email to Gary Harvey at gary@architecturalpartners.com.

6. INTERPRETATIONS:

- 6.1. No oral interpretations of the bid documents will be made to any bidder. To be given consideration, requests for interpretations must be received in time to allow preparation of written response at least five (5) days prior to date fixed for receipt of bids. Interpretations will be issued in the form of written addenda to the bid documents and mailed, faxed, or emailed to all parties recorded as having received bid documents, prior to scheduled receipt of bids. Only interpretations by formal written addenda will be binding.
- 6.2. All communications in regard to interpretations and any other non-technical matters related to this request for bids shall be addressed to Architectural Partners via email to Gary Harvey at gary@architecturalpartners.com or the Nelson County Administrator's Office at P.O. Box 336, Lovingston, VA 22949, 434-263-7000 (ph), 434-263-7004 (fax) or email Juliana Piedra at jpiedra@nelsoncounty.org or Grace Mawyer at gmawyer@nelsoncounty.org.

7. BID SUBMISSION:

7.1. Submit bids using forms furnished by the Nelson County Board of Supervisors and fill in all blank spaces on the form.

Forms to be submitted include:

1. Bid Form
2. Substitute Equipment or Materials Form
3. Non- Employment Discrimination Certification Form
4. Compliance with Federal, State, and Local Laws and Federal Immigration Law Certification Form
5. Drug Free Workplace Certification Form
6. Non-Debarment Certification Form
7. Bid Bond Form (if alternate form of security is NOT used) **5% of base bid is required.**
8. Bidders Qualification Statement Form.

7.2. Repeat notation “Contractor’s current Virginia license No. _____ and current Nelson County Business License No. _____” on the outside of inner envelope containing bid and bid security if applicable, and place this envelope within another envelope addressed:

7.2.1. Nelson County Board of Supervisors **IFB #2026-NCTIP NELSON COUNTY TIPPING FLOOR** P.O. Box 336, Lovingston, VA 22949.

7.3. THE INNER ENVELOPE SHALL HAVE NOTED THEREON:
IFB #2026-NCTIP NELSON COUNTY TIPPING FLOOR

7.4. Bids may also be submitted electronically in the Commonwealth of Virginia procurement platform, eVA.

Bidders must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and all required documents and/or attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on “I Sell To Virginia”;
- c. Click on “eVA Supplier Training”; and
- d. Click on “Viewing and Responding to Solicitations Video”.

Note: Bidders need to ensure that they submit their electronic response to the latest version of the solicitation.

If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

7.5. Contractor’s work papers are the original work papers, documents, and materials used in the preparation of the bid as referred to in §2.2-4330 of the Code of Virginia. Contractor’s work papers shall be submitted in a second sealed envelope with the notation “Contractor’s Work Papers for **IFB #2026-NCTIP NELSON COUNTY TIPPING FLOOR** on the outside of the envelope. Contractor’s work papers shall be submitted in person or by mail at the place indicated in Advertisement for Bids prior to the time and date of the bid opening.

7.6. BID SECURITY SHALL BE PROVIDED AS STATED IN ADVERTISEMENT FOR BIDS.

7.7. RECEIPT DEADLINE FOR BIDS WILL BE AS STATED IN THE ADVERTISEMENT FOR BIDS.

7.7.1. No bidder shall withdraw, modify, or cancel any part of his bid for the number of days stated on the bid form following this date and time except as provided by code of Virginia Section 2.2-4330(a) Procedure (1).

7.8. BIDS WILL BE OPENED PUBLICLY AND READ OUT LOUD.

7.9. MODIFICATION AND WITHDRAWAL OF BIDS:

7.9.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the receipt of bids.

7.9.2. Withdrawal of Bids After Date of Submission: In accordance with Code of Virginia Section 2.2-4330 (a) Procedure (1) the bidder shall give notice in writing of his claim of right to withdraw his bid within 2 business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. In either instance, such work papers may be considered as trade secrets or proprietary information subject to conditions of Subsection F of §2.2-4342. Failure to submit Contractor's work papers will be considered as a waiver of any right of withdrawal of bids after the date for submission.

8. AGREEMENT AND BONDS SHALL BE DRAWN ON FORMS INCLUDED WITH THIS DOCUMENT.

8.1. Bonds shall be with a surety company acceptable to the owner, with bid bonds required in the amount of five (5) percent of the base bid for bids exceeding \$100,000.

8.2. In lieu of a bid bond, a bidder may furnish a certified check or cash in the face amount required for the bond.

8.3. A pay and performance bond will be required in the amount of one-hundred (100) percent of the bid upon award of the contract if over \$500,000.

9. AWARD OF CONTRACT:

9.1. The award of the contract will be to the responsive and responsible bidder submitting the lowest base bid whose qualifications indicate the award will be in the best interest of the Nelson County Board of Supervisors and whose bid meets the prescribed requirements.

9.2. In accordance with the Code of Virginia §2.2-4328, in the case of a tie bid, preference will be given to local providers of goods, services and or firms or companies whose principal place of business is within Nelson County if such choice is available; otherwise a tie-bid will be determined by lot unless provisions of §2.2-4324 apply.

- 9.3. The owner reserves the right to reject any and all bids in whole or in part, waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals.
- 9.4. A performance bond and a labor and material payment bond will be required in the amount of one-hundred (100) percent of awarded contract over \$500,000.
- 9.5. In lieu of pay and performance bonds, a contractor may furnish a certified check or cash in the face amount required for the bonds.
- 9.6. Submission of post-bid information shall be in accordance with the contract documents.

End of Instructions to Bidders

BID FORM – BIDS DUE BY 2:00PM WEDNESDAY, MARCH 4, 2026

IFB#2026-NCTIP

NELSON COUNTY BOARD OF SUPERVISORS, 84 COURTHOUSE SQUARE, P.O. BOX 336,
LOVINGSTON, VA, 22949

The undersigned, having visited and examined the site(s) and having carefully studied the project documents for **IFB#2026- NCTIP NELSON COUNTY TIPPING FLOOR** and hereby proposes to furnish all plant, labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the project documents and specifications provided by The Owner, dated *(INSERT DATE)* together with Addenda numbered _____, issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement:

IFB#2026- NCTIP NELSON COUNTY TIPPING FLOOR:

For the lump sum of _____ dollars

(\$_____) which shall be referred to hereinafter as the base bid.

The base bid is founded upon furnishing equipment and materials of specified manufacturers. Equipment or materials of other manufacturers are offered as “Substitutes” as shown on the last page of this Bid Form.

**Contract will be awarded on base bid only*

It is understood and agreed that the Nelson County Board of Supervisors, in protecting its best interest, reserves the right to:

Reject any and all bids, in whole or in part

Accept any bid at the base bid price, whereupon the contractor shall furnish equipment and materials as specified, or

Accept any bid at the base bid price and, if equipment or materials of substitute manufacturers are offered, to accept any or all of such offered substitutes, which are approved, the contract price being adjusted accordingly.

We are properly equipped to execute work of the character and extent indicated by the bidding documents and so covered by this bid and will enter into an agreement for the execution and completion of the work in accordance with the specifications and project documents and this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in “Notice to Contractor to Proceed” and prosecute the work and all obligations necessary for completion.

For informational purposes, please submit a proposed project schedule below:

Project Start Date: See Summary of the Work, Scope & Specifications section for more details. Project Completion: Sunday, May 31st, 2026.

Enclosed herewith is the following security, offered as evidence that the undersigned will enter into an agreement for the execution and completion of the work in accordance with the specifications and project documents:

Certified Check for the Sum of _____

Name of Bank _____

Bidder's Bond in Amount of _____

Bond Issued By _____

The undersigned further agrees that in case of failure on his part to execute the said agreement within the 10 consecutive calendar days after written notice being given on the award of the contract, the moneys payable by the securities accompanying this bid shall be paid to the Nelson County Board of Supervisors, Virginia as liquidated damages for such failure; otherwise, the securities accompanying this bid shall be returned to the undersigned.

This bid is subject to acceptance within a period of 45 days from this date.

Respectfully Submitted,

Contractor

Address

By _____

Telephone Number

Date _____

E-Mail Address

Contractor's Current Virginia Contractor's License Number _____ Code _____

End of Bid Form

“SUBSTITUTE” EQUIPMENT OR MATERIALS

IFB#2026- NCTIP NELSON COUNTY TIPPING FLOOR:

Equipment or Material Item As Specified	Manufacturer's name, catalog, or model # of “substitute” offered	Amount: Indicate Add or Deduct
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____
7. _____	_____	\$ _____
8. _____	_____	\$ _____
9. _____	_____	\$ _____
10. _____	_____	\$ _____

The above listed substitute items are hereby guaranteed to perform in all respects the functions of the items of specified manufacturers, and it is fully understood that approval of such items is contingent upon this guarantee.

Contractor's name: _____ Date: _____

Contractor's Signature: _____

Current License Number: _____ Code: _____

Return with Bid Form

CODE OF VIRGINIA 2.2-4311

EMPLOYMENT DISCRIMINATION

§ 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.

ALL PUBLIC BODIES SHALL INCLUDE IN EVERY CONTRACT OF MORE THAN \$10,000 THE FOLLOWING PROVISIONS:

1. During the performance of this contract, 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (1982, c. 647, § 11-51; 2000, c. 628; 2001, c. 844.)

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By: _____ (Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

Return with Bid Form
CODE OF VIRGINIA 2.2-4311.1

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL IMMIGRATION LAWS

§ 2.2-4311.1 Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

ALL PUBLIC BODIES SHALL INCLUDE IN EVERY CONTRACT OF MORE THAN \$10,000 THE FOLLOWING PROVISIONS:

3. During the performance of this contract, the contractor agrees as follows:

A. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By:

(Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

**Return with Bid Form
CODE OF VIRGINIA**

2.2-4312 DRUG-FREE WORKPLACE

§ 2.2-4312. Drug-free workplace to be maintained by contractor; required contract provisions.

All public bodies shall include in every contract over \$10,000 the following provisions:

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. (2000, c. 417, § 11-51.1; 2001, c. 844.)

We hereby certify to the Nelson County Board of Supervisors that in submission of this bid, we agree to conform to the provisions outlined above.

Certified By: _____ (Firm Name, City, and State)

Signed: _____
(Signature)

(Title)

(Date)

**Return with Bid Form
CODE OF VIRGINIA**

§2.2-4321 – CONTRACTOR'S CERTIFICATION OF NON-DEBARMENT

This is to certify that I (we) have not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor am I (we) a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Contractor: _____

Address: _____

By: _____

Signature: _____

Title: _____

Date: _____

Company Seal:

Return with Bid Form

BID BOND
(5% of Base Bid if Over \$100,000)

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Nelson County Board of Supervisors
P.O. Box 336
Lovingston, VA 22949

BID DUE DATE: Wednesday, March 4, 2026

PROJECT: Nelson County Tipping Floor, 972 Morse Lane, Arrington VA 22922

BOND NUMBER:

Date (No Later Than Bid Due Date):

Sum: _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms following, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title (Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Bid Bond page 1 of 2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Nelson County Board of Supervisors (Owner) upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.

3. This obligation shall be null and void if:

Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or

All bids are rejected by Nelson County Board of Supervisors (Owner), or

Nelson County Board of Supervisors (owner) fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Nelson County Board of Supervisors (owner), which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Nelson County Board of Supervisors (owner) and bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer, or proposal as applicable.

Bid Bond page 2 of 2

Return With Bid Form (If Alternate Form of Security is NOT Provided)
BIDDER'S QUALIFICATION STATEMENT

- 1) Name of Contractor _____

2) Years in Business _____

3) List three (3) recent projects of this nature that you have completed and give the completed cost of each project listed.

4) Have you ever failed to complete work awarded to you? If so, state where and why.

5) Do you plan to sublet any part of this work? If so, give details. List name, address, specialty and years of experience.

6) Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list three such firms, giving firm name, address, telephone number and the name of the project. (List most recent projects)

7) List three material suppliers, including an individual's name and telephone number.

8) List Bank reference. Include an individual's name and telephone number.

9) Bonding reference, name, address and telephone.

10) Are you on any list of debarred contractors maintained by the U.S. Department of Labor, the U.S. Department of Housing and Urban Development or the Virginia Department of Highways?

Yes _____ No _____

11) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the owner, in verification of the recitals comprising this statement of contractor's qualifications.

12) State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of Bidder

- a) The Business is a _____
- b) The address of principal place of business is: _____
- c) Phone number_____
- d) The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

13) Dated at _____ this _____ day of _____ 2010.

By _____

Attest _____
(Seal)

Return with Bid Form

Bidder's Qualification Statement page 2 of 2
SUMMARY OF THE WORK, SCOPE & SPECIFICATIONS

SUMMARY OF THE WORK:

The project generally includes:

Demolition of an existing reinforced concrete slab totaling approximately 2,400 square feet and portion of an existing concrete barrier wall totaling approximately 49 linear feet. Then a new 8" hardened concrete slab, approximately 7' tall barrier wall, and 20' wide concrete apron will be installed. An existing floor drain will be cleared of all obstructions and a new cover grate installed. Damaged metal wall panels around the perimeter of the structure will be removed and replaced sealing gaps and holes in the wall.

PROPOSED SCHEDULE OF THE WORK:

Receive Sealed Bids – March 4, 2026, at 2pm

Award Contract – March 18, 2026

Complete Construction – May 31st, 2026 (Nelson County will redirect trash processing to an alternative location for 40 days while the project is underway. Consequently, all work must be completed within 40 days of the contract award. This timeline must include a 21-day cure period.)

SPECIFICATIONS:

- 1) Specifications and notes are included in drawing sheets.

REGULATORY REQUIREMENTS:

- 1) PERMITS: Contractor will obtain and pay for all necessary permits required to perform the work. Local permit fees will be waived for Contractor with a Nelson County Business License (\$30 flat fee).
- 2) CODES: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communication to the Owner upon completion of the project, along with final pay request and copies of release of liens.

CONTRACTOR'S USE OF PREMISES:

- 1) Contractor shall notify the Owner if he plans to work on nights, weekends or on holidays.
- 2) GENERAL: Limit use of the premises to construction activities in areas indicated. No other space is available. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. Allow for Owner occupancy and use during construction.
 - a. Keep driveways and entrances serving the premises clear and available to the Owner and the community at all times. Do not use these areas for parking or storage of materials.
 - b. Store all materials not in use in the designated Contractor Lay-Down area.

OWNER OCCUPANCY:

1. The Owner will occupy the premises during the entire period of construction for the conduct of limited operations. Cooperate with the owner in all construction operations to minimize conflict, and to facilitate owner usage. Perform the work so as not to interfere with the Owner's operations.

PROPOSED CONTRACT

AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 20____, by and between the County of Nelson, Virginia (the "County") and _____ (the "Contractor") provides:

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

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

B. Contract Price. The County will pay in consideration of the Work _____ Dollars (\$_____) as follows:

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

2. PARTIAL PAYMENTS IN THE AMOUNT OF 95 PERCENT of the value of the work in place and of the value of the materials suitably stored at the site (less the aggregate of previous payments) will be made at intervals of 45 (FORTY-FIVE) days. The value of the work and materials in place or on site shall be as estimated by the Contractor and approved by the County. Upon acceptance by the County of all Work required hereunder, and compliance by the Contractor with all terms and conditions of this Agreement, the amount due the Contractor will be paid.

3. _____.

C. Term. The Contractor will begin the Work after contract is awarded and complete the Work by Sunday May 31st, 2026.

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

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

If to the County:

Candice W. McGarry
County Administrator
Post Office Box 336
Livingston, Virginia 22949

If to the Contractor:

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

F. Liquidated Damages. Liquidated damages shall be \$500 per day.

G. Special Provisions. _____

_____.

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

COUNTY OF NELSON

By: _____

Its _____

By: _____

Its _____

Approved as to form:

County Attorney

Revised 10/18/21

GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Debarment Status. By submitting its proposals, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.

2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. Performance of Work. Contractor shall perform all Work hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

4. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurance with a minimum limit of One Million Dollars (\$1,000,000), and (iv) automobile liability with One Million Dollars (\$1,000,000) combined single limit.

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

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

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

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

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2.2-4311):

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

employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2.2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

22. Force Majeure. Any obligation or performance of either party hereunder shall be excused to the extent that such failure or delay in performance is caused by a strike or other labor dispute, accidents, acts of God, fire, flood, earthquake, lightning, unusually severe weather, material or facility shortages, lack of transportation, acts of any governmental authority, governmental codes, ordinances, laws, rules, and regulations or restrictions, war, civil disorder,

pandemic, epidemic, or state of emergency or any other cause beyond the reasonable control of either party hereto. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease to exist.

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

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

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

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

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

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

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

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

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

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

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

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

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

END

REVISED 10/18/21