**NELSON COUNTY, VIRGINIA**
**INVITATION FOR SEALED BIDS (IFB)**
**CABOOSE PROTECTIVE COVER STRUCTURE**

| | |
|---|---|
| ISSUE DATE: | Friday, October 23, 2026 |
| IFB NO.: | 2026-CABOOSE |
| PRE-BID CONFERENCE: | Monday, November 2, 2026, 2:00 PM |
| QUESTION DEADLINE: | Tuesday, November 3, 2026, 2:00 PM |
| PROPOSAL DUE DATE: | Tuesday, November 10, 2026, 2:00 PM |
| DELIVERY ADDRESS: | Grace Mawyer, Director of Finance & HR<br>Nelson County Finance Office<br>84 Courthouse Square<br>Lovingston, VA 22949<br><br>OR<br><br>Commonwealth's eProcurement website<br>www.eva.virginia.gov |
| CONTACT: | Grace Mawyer<br>Director of Finance & HR<br>Phone: 434-263-7136<br>Fax: 434-263-7134<br>Email: gmawyer@nelsoncounty.org |

**ADVERTISEMENT FOR SEALED BIDS**
**IFB #2026-CABOOSE**

**CABOOSE PROTECTIVE COVER STRUCTURE**
**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 Tuesday, November 10, 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Bids may be withdrawn in accordance with the Code of Virginia §2.2-4330(a) Procedure (1).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: the furnishing and construction of an open-air protective cover structure over the historic Piney River Caboose located at 3124 Patrick Henry Hwy, Piney River, Virginia 22964. The intent of this project is to provide a durable, code-compliant protective roof structure that preserves visibility of the caboose while protecting it from weather exposure.

On Monday, October 26, 2026, and thereafter, bidding documents may be examined at the office of the Nelson County Administrator 84 Courthouse Square, Lovingston, VA 22949. Bidding 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.

An **optional** pre-bid conference will be held on Monday, November 2, 2026 at 2:00 pm (EDT) in Room #420, the Thomas Harvey Meeting Room of the Courthouse in Lovingston, VA 22949. A site visit will follow.

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.

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 Nelson County via email to Grace Mawyer at gmawyer@nelsoncounty.org.

By Authority of the Nelson County Board of Supervisors

## INSTRUCTIONS TO BIDDERS – IFB#2026-CABOOSE

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 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. **PRE-BID CONFERENCE:**

   5.1. An optional Pre-bid Conference will be held on Monday, November 2, 2026 at 2:00 PM in Room 420, the Thomas Harvey Meeting Room of the Courthouse in Lovingston, VA 22949 and a site visit will follow. Questions shall be referred in writing to Nelson County via email to Grace Mawyer at gmawyer@nelsoncounty.org.

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 by Tuesday, November 3, 2026 at 2:00 PM. 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 Nelson County via email to 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. Non- Employment Discrimination Certification Form
3. Compliance with Federal, State, and Local Laws and Federal Immigration Law Certification Form
4. Drug Free Workplace Certification Form
5. Non-Debarment Certification Form
6. Bid Bond Form (if alternate form of security is NOT used) **5% of base bid is required.**
7. 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-CABOOSE PROTECTIVE COVER STRUCTURE** P.O. Box 336, Lovingston, VA 22949.

7.3. THE INNER ENVELOPE SHALL HAVE NOTED THEREON:
**IFB #2026-CABOOSE PROTECTIVE COVER STRUCTURE**

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

7.5.1. 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).

7.6. **BIDS WILL BE OPENED PUBLICLY AND READ OUT LOUD.**

7.7. **MODIFICATION AND WITHDRAWAL OF BIDS:**

7.7.1. 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.

7.7.2. 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. AGREEEMENT 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.

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

**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.

9.5. In lieu of a performance bond and a labor and material payment bond, a contractor may furnish a certified check, cashier's check or cash escrow 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 TUESDAY, NOVEMBER 10, 2026**

**IFB#2026-CABOOSE**

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- CABOOSE PROTECTIVE COVER STRUCTURE** 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 bid documents and specifications herein and all addenda issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement:
**IFB#2026- CABOOSE PROTECTIVE COVER STRUCTURE:**

For the lump sum of _____ dollars

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

**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

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 & Project Specifications section for more details. Completion: Thursday, December 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 60 days from this date.

Respectfully Submitted,

_____ _____
Contractor Address

By _____ _____
Telephone Number

Date _____ _____
E-Mail Address

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

**End of Bid Form**

**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 (if alternate form of security is NOT provided)**
**BID BOND**
**(5% of Base Bid)**

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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:** Tuesday, November 10, 2026

PROJECT: **Nelson County Caboose Protective Cover Structure, 3124 Patrick Henry Highway, Piney River VA 22964**

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 |
|---|---|
| _____ (Seal) | _____(Seal) |
| Bidder's name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature and Title | Signature and Title (Attach Power of Attorney) |
| Attest: _____ | Attest: _____ |
| Signature and Title | Signature and Title |

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.

**Return With Bid Form**

# 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 _____ 2026.

_____

_____

By _____

Attest_____

(Seal)

# SUMMARY OF THE WORK, SCOPE & SPECIFICATIONS

## SUMMARY OF THE WORK:

The project generally includes:

The furnishing and construction of an open-air protective cover structure over the historic Piney River Caboose located in Piney River, Virginia. The intent of this project is to provide a durable, code-compliant protective roof structure that preserves visibility of the caboose while protecting it from weather exposure.

## PROPOSED SCHEDULE OF THE WORK:

Receive Sealed Bids – November 10, 2026, at 2:00 pm
Award Contract – November 13, 2026
Complete Construction – December 31, 2026

## SPECIFICATIONS:

Specifications and notes are included in drawing sheets.

## HISTORIC RESOURCE PROTECTION:

The Piney River Caboose is a historic resource owned by Nelson County.

Under no circumstances shall the contractor:

- Attach any portion of the new structure directly to the caboose.
- Drill, cut, weld, fasten, or otherwise modify the caboose.
- Use the caboose for structural support.
- Store materials inside the caboose without written authorization from Nelson County.

The contractor shall exercise care during construction to avoid damage to the caboose and surrounding site features.

Any damage caused by construction activities shall be repaired or restored at the contractor's expense to the satisfaction of Nelson County.

## 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 public 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/PUBLIC OCCUPANCY:

The Owner and Public will occupy the premises during the entire period of construction for the conduct of operations. Cooperate with the owner in all construction operations to minimize conflict, and to facilitate owner/public 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:

[X ] 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 Thursday, December 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
Lovingston, 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 $1,000 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

# 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. Use of Brand Names. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

36. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

37. State Corporation Commission Identification Number: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and Nelson County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

38. Forced or Indentured Child Labor: Applicable in all solicitations and contracts over $10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds $10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, *"forced or indentured child labor"* means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

39. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Nelson County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Nelson County under said contract.

40. Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days as well as on the Nelson County website.

41. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that the Nelson County Board of Supervisors has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

42. Contractor Registration: If a contract for construction, removal, repair or improvement of a building or other real property requires a contractor's license, refer to the Code of Virginia §54.1-1100 for registration requirements. The bidder shall place on the outside of the envelope containing the bid and shall place on the Bid Form their contractor license number, license class and any applicable specialties.

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

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

43. Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

44. 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.

45. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County 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.

END