

## APPENDIX I – SPECIAL TERMS AND CONDITIONS

Request for Proposal for Conceptual Phase Design-Build of Courthouse Expansion and Renovation Under the Virginia Public Private Education Facilities and Infrastructure Act (PPEA)

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By submitting a proposal in response to this solicitation, Offeror agrees to the following terms and conditions that shall be included in any contract formed as a result of this solicitation unless specifically stated otherwise in such contract. The headings included in the Special Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. Hereinafter in this attachment, “Contractor” shall refer to the Offeror that is awarded the contract from this solicitation.

### Special Terms & Conditions

- A. Performance Bond and Payment Bond. A performance security instrument (bond or letter of credit) in the amount of 100 percent of the total bid price for materials and installation may be required of the Contractor prior to providing goods/services. The form of instrument to be provided as surety must be approved by the County. Failure to execute a contract and file an acceptable performance security and certificate of insurance within 15 days of the date of the approval for awarding of the contract as herein provided, will be just and sufficient cause for the denial of the award. The performance bond will be released upon County’s written acceptance after final inspection and determination that the project was completed in compliance with contract specifications.
- B. Warranty. The Contractor agrees that the materials and labor furnished under any award resulting from this Solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this Solicitation, any contract awarded pursuant to this Solicitation, and all rights and remedies permitted under applicable law. Notwithstanding the foregoing, the warranty shall be no less than the minimum specifications stated in this Contract.
- C. Contractor’s Title to Materials. Contractor shall not purchase any materials or supplies for the work to be performed pursuant to this Contract subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party.
- D. As-installed Diagrams, Maintenance Manuals, and Warranty Documentation. Upon completion of installation, Contractor shall provide to County as-installed diagrams and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall provide the County with maintenance manuals, parts lists and a copy of all warranties for all equipment.



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### E. Subcontractors.

#### a. Contractor shall:

1. Pay its subcontractor(s) within seven (7) days of Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
2. Notify the County and the subcontractor(s), in writing, of Contractor's intention to withhold payment and the reason for such withholding.

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

