

Standard Contract

**Contract # UCPUMW 24-1595
Brick Mason/Masonry Services (On Demand)**

This contract, between Petke Construction Company, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective on 26 February 2024.

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements contained herein, agree as follows:

PERIOD OF CONTRACT: 26 February 2024 through 25 February 2025 with four (4) one-year renewal options that if exercised would extend the term of the contract through 25 February 2029.

CONTRACT DOCUMENTS: The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. Any addenda and the original solicitation, RFP # UCPUMW 24-1595, dated 20 October 2023 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;
3. The Contractor’s proposal dated 19 December 2023 including all attachments;

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

CONTRACT ADMINISTRATION: The Director of Landscape and Grounds or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University’s Procurement Services department.

The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University’s Procurement Services Department through a written two-party modification to the contract.

STATEMENT OF NEEDS: The Contractor(s) shall furnish all labor, supervision, travel, materials, tools and other equipment as necessary to provide brick, concrete masonry unit and concrete paver, laying and maintenance including repair of brick walkways, concrete repair, restoration work on historically significant structures and other general masonry services to the University. Where applicable all work shall conform to the appropriate standards set forth in the current edition of the American Concrete Institute (ACI) Manual of Concrete Practices.

The Contractor shall make every effort to match adjoining brick areas in color and texture. In the effort to match existing colors, the Contractor shall also take into account what effect aging and exposure may have on the color of the new brick in the future. Selected materials shall have the University's approval. The University reserves the right to make or obtain other repair cost estimates prior to authorizing the Contractor to proceed should the agency deem the estimate outside of budget restraints or unreasonable overall.

PROCEDURES:

1. Within two (2) calendar days of receipt of a verbal or written request from the Contract Administrator, or designee, the Contractor shall visit the designated work site and carefully examine the site of the proposed work to acquire a full understanding of the nature and scope of the project to be accomplished.

2. Within three (3) calendar days of the work site visit, the Contractor shall deliver to the University's Contract Administrator, or designee, a written or verbal estimate of the cost to complete the project. If the estimate is acceptable, UMW will issue a purchase order. The estimate shall be based upon bid rates listed in Pricing Schedule, as appropriate. In addition, the estimates shall include a target date for starting work and an estimated completion date. Estimates shall include the types and quantities of labor, description of proposed work, listing and description of major items of material needed with costs (to be billed at Contractor's actual paid invoice costs) and total cost.

3. The starting and completion dates shall be agreed upon between the University and the Contractor and shall be reflected in the purchase order. The University reserves the right to furnish any or all materials to the Contractor for the project and adjust the Contractor's estimate accordingly. If the University furnishes materials which, in the Contractor's opinion, do not comply with such requirements, the Contractor shall immediately notify the University so that conforming materials can be obtained.

4. Upon approval of the estimate by the University, a purchase order will be issued as authority to proceed with the work. The purchase order shall incorporate the Contractor's estimate as a "not-to-exceed" cost and the agreed upon starting and completion dates. No work is to be undertaken by the contractor until the issued purchase order has been received. All work should be completed within the time set forth, unless otherwise stated and approved by the Contract Administrator or designee.

5. Failure to meet the response time requirements established above without the University's prior written concurrence may result in the Contractor being considered in default of the Terms and Conditions of the contract.

6. If drawings and specifications are developed for specific projects, the Contractor will be given two (2) sets of drawings and specifications at no charge. All sets of drawings and specifications required by the Contractor for use or for use by any subcontractors and suppliers or for other use, in excess of the number of sets stated above, will be furnished to the Contractor at cost. Drawings and specifications shall be issued in full sets only, consisting of a complete set of drawings and a complete set of specifications.

WORK SCHEDULE

1. Starting times and schedules shall be approved by the Contract Administrator prior to work commencing.

2. The Contractor will not be compensated for work breaks or lunch breaks and shall provide in writing to the Contract Administrator the start time and end time of each break if taken during the commencement of the project.

CONTRACTOR EXPERIENCE AND PERSONNEL REQUIREMENTS: The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for adequately supervising them at the work site.

1. **Mason Supervisor and Mason** should have **at least ten (10) years** of experience working on projects similar to those identified in the Statement of Needs.

2. Experience in restorative work **on historical property, concrete pavers, laying, repair and staining is required. Also set and repair pre-cast stone, stone masonry, stucco repair, concrete repair, marble and quarry tile repair** experience is required.

3. The Contractor shall assign an individual as the Supervisor who is capable of communicating (both verbally and in writing) and comprehending the English language.

4. The Supervisor shall be equipped with a mobile telephone capable of operating throughout the area covered under the contract for communication purposes and who can be called upon at any time for emergencies or callbacks etc., should such needs arise.

5. The Supervisor's name and mobile phone number shall be required prior to commencement of work activities associated with this contract.

6. The Supervisor shall be responsible for assigning and coordinating work reporting performance issues to the Contract Administrator and have the ability to meet with the Contractor Administrator on-site within the required timeframe.

7. In the performance of services, Contractor employees should be attired in a uniform bearing Contractor's firm name and/or logo, and have a personal identification badge with the employee's name and photograph.

8. Contractor shall assure that the work is accomplished in compliance with all applicable Federal, State and Local Laws, Ordinances, Rules, Regulations, and Codes, including OSHA requirements and that dated version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development, in effect on the date of the purchase order. Where applicable all work shall conform to the appropriate standards set forth in the current edition of the ACI Manual of Concrete Practices.

9. Contractor shall be responsible for all damages to persons or property that occurs as a result of fault or negligence. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility, landscaping, walks, or other University property.

10. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules, regulations, and codes and are compatible with existing materials and equipment of the building involved. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

11. The Contractor is advised that, because this project is on State property, codes or ordinances of local political subdivisions do not legally apply as stipulated by the Virginia Uniform Statewide Building Code Law.

12. The Contractor shall provide on-site supervision of all trades at all times work is in progress. This on-site supervision shall be empowered to act on behalf of the Contractor.

13. All employees of the Contractor or Subcontractor(s) shall wear, as needed, personal protective equipment in compliance with all applicable United States Department of Labor Occupational and Safety Health Administration (OSHA), Virginia Department of Labor Virginia Occupational Safety and Health Program (VOSH) and all other applicable safety regulations while working on University property. This may include, but is not limited to equipment such as safety steel toe shoes, safety vests, safety glasses, etc. Failure to comply with safety requirements constitutes reason to restrict work from being performed under the contract.

14. Contractor personnel shall work in their designated or assigned areas only. Individuals found in unauthorized areas are subject to immediate removal from delivering any services under the contract.

ORDERS, BILLING, INVOICING AND REPORTING

1. Upon approval of the estimate by the Contract Administrator, a Purchase Order Number shall be issued as authority to proceed with the project.

a. All work performed under this contract shall be supported by job tickets prepared by the Contractor. Job tickets shall be on the Contractor's format as approved by the UMW Contract Administrator.

b. Each job ticket shall reflect the daily job site activity to include time of arrival and departure, the number and types of craftsmen on the job, and any major items of equipment, to include rental equipment at the job site, and hours expended on the job should be submitted daily or with the invoices as requested. Contractor should list any major items of equipment being left overnight at the job site for the information of the University and the protection of the Contractor.

c. The original job ticket(s) shall be submitted with the invoice for each Purchase Order as supporting documentation for labor hours billed.

2. The Contractor shall perform no work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator in writing.

3. The University will reimburse the Contractor for equipment and materials at cost, with no mark-ups. The Contractor shall submit a copy of the original parts/materials invoice to the University prior to submitting an invoice.

4. The University will not reimburse the Contractor for time or mileage to and from the job site. This includes going to and from the supply houses.

5. Billable hours are payable only for time actually spent at the job site under the authority of UMW. Fractional parts of an hour shall be payable on a prorated basis to the nearest quarter.

6. Invoices must be submitted within thirty (30) calendar days of the work being completed. Any invoice submitted after 30 days, without prior notification and authorization of the Contract Administrator, will not be processed for payment.

7. The Contractor shall provide spend data for the University within five (5) business days of a request.

USE OF PREMISES

1. The Contractor shall be responsible for repairing or replacing any work damaged by their operations within ten (10) calendar days after notification by the University.
2. It shall be the responsibility of the Contractor to report to the University, in the original estimate, any damage found prior to any work at the site.
3. All work shall be coordinated and scheduled with the University to minimize disruption of operations.
4. Access for work in restricted areas requires a 48-hour minimum notice to the University. Work in these areas may require an escort.
5. Existing sanitary facilities, electricity and water may be used by the Contractor as directed by the University to the extent of available services.
6. Any material thought to contain asbestos is not to be disturbed and the University is to be notified at once.

INSPECTION: All work and materials in each project shall be subject to a final inspection by an authorized representative of the University. Any omission or failure on the part of such representatives to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

RESIDENCE HALL ACCESS: If required, Contractor personnel may be granted access to secured buildings deemed necessary or appropriate for the Contractor to perform all obligations under the contract, subject to any University security requirements.

1. The Contractor shall advise the Contract Administrator of their arrival prior to the beginning of work, and provide the supervisor's name.
2. The Contractor shall report to the University Police Department to obtain a Contractor Key Ring for access and a Contractor Identification Badge for each employee. The Contractor shall return the badge(s) and keys upon completion of each day's work.

VEHICLE RESTRICTIONS: All vehicles must remain on paved surfaces except as authorized by the Contract Administrator, along with notifying the Office of Parking Management. All vehicles must properly display current license plates and city/county decals as required by Virginia law. No vehicles shall be parked under any trees unless on a paved surface.

WARRANTY: The Contractor agrees that by acceptance of work and in consideration thereof, and for each of the Subcontractors, binds them to the guarantees and warranties called for. Work to be free from defective workmanship for two (2) years after the date of final acceptance. If within the warranty period, it is found that the warranted work needs to be repaired or changed because of the use of defective materials, equipment, or

inferior workmanship, or work not in accordance with the terms of the Agreement, the Contractor, upon notification, shall promptly and without additional expense to the Owner: (i) Place such warranted work in a satisfactory condition; (ii) Repair or replace damage to the Project, or contents thereof, which is a result of such unsatisfactory warranted work; (iii) Repair or replace work, materials and equipment that are disturbed in fulfilling the warranty, including disturbed work, materials, and equipment that may have been warranted under another contract. Should the Contractor fail to proceed promptly in accordance with the warranty, the University may have such work performed at the expense of the Contractor and sureties. The Contractor shall execute and deliver to the Owner, before final payment, a written warranty subject to the stipulations and provisions above.

MATERIALS:

1. Brick Pavers: Unless UMW has the appropriate brick or paver in surplus stock, the Contractor shall provide solid brick paver units, class SX/Type1, in colors approved by UMW.

Units are to be made from clay, shale, fireclay, or mixtures thereof, and shall be fired to incipient fusion. The units are intended for use as a paving material to support pedestrian and light vehicular traffic. Units shall conform to ASTM C902.

2. Pavers adjacent to concrete curbs: 2-1/4 inch x 4 inch x 8 inch with spacer bars; unless UMW has the appropriate brick or paver in surplus stock, color shall be **determined by location and purchased accordingly from one or more of the following manufacturers:**

- a. [Hanover Architectural Products, Inc.](#)
- b. [Balcon/Oldcastle Architectural](#)
- c. [Pavestone Company](#)
- d. [Interlock paving Systems, Inc.](#)
- e. [Adams Products](#)

3. Pavers in Walk Panels: 2-3/8 inch x 4 inch x 8 inch sand-set with spacer bars, color and pattern to be determined by existing location; Pine Hall English Red or similar, upon approval from UMW Contract Administrator (See Attachment).

4. Physical Requirements and Tests: (i) Compressive Strength: Not less than 8,000 psi for an average of 5 brick, with no individual unit having a strength of less than 7,000 psi. (ii) Cold Water Absorption: Shall not exceed 8% for an average of 5 bricks, with no individual unit having an absorption of greater than 11%. (iii) Saturation Coefficient (Maximum): Shall not exceed 0.78 for an average of 5 brick, with no individual unit having a coefficient of greater than 0.80. Saturation coefficient is the ratio of absorption by 24 hour submersion in room temperature water to that after 5 hours of submersion in boiling water. (iv) Warpage: shall not exceed 1/10-inch for each 6 inches of brick length when measured in accordance with ASTM C67 Section 12. (v) Efflorescence: The rating for efflorescence shall not be more than "slightly effloresced." (vi) Abrasion Requirements: The Abrasion Index for brick paver units shall not exceed 0.11. The Volume Abrasion Loss (CM₂/CM₅) shall not exceed 1.7. (vii) Chippage: Maximum permissible extent of chippage from edges shall be ¼ inch from corners shall be 3/8 inch. The aggregate length of chips on a single unit shall not exceed 10% of the perimeter of the exposed face of the brick. (viii) Dimensional Tolerances: Brick pavers shall conform to ASTM grade PX. Brick to be selected will be approximately 2-3/8 inch x 4 inch x 8 inch, of as appropriate for the specific location.

5. Aggregate Setting Bed Materials: Subbase Base Course (Newer, large SF areas only): (i) Graded Aggregate for Sub-base: ASTM D 2940, sub-base material; (ii) Geo-textile: Woven or nonwoven geo-textile manufactured from polyester or polypropylene fibers, with a permeability rating 10 times greater than that of soil on which paving is founded and an apparent opening size small enough to prevent passage of fines from

leveling course into graded aggregate of base course below. (iii) Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements of ASTM C33 for fine aggregate.

6. Separator Fabric A: AMOCO Landscape Fabric, or approved equal if needed.

7. Joint Sand A: RG Polymeric Locking Joint Sand. Color: Tan/ochre, or provide sand of color needed to produce required joint color. Joint sand shall be placed only when completely dry.

8. Execution/Placement: Leveling Course: Spread evenly over concrete base to be paved and screed to a level that will produce the required finished elevation when the brick pavers have been placed and vibrated. Separator Fabric: Secure over concrete base drainage openings, as well as over leveling course. Locate to minimize seams, where seams are necessary and overlap fabric 6-inch minimum.

9. Lay Brick Pavers in the existing pattern indicated by each location; joints between units shall not exceed 1/8 inch. Brick shall be cut to a straight, even surface without cracks or chips. To minimize need for small brick segments, review brick layout with Contract Administrator. Brick row alignments shall be uniform and straight. When indicated (larger SF areas), vibrate to final level by 2 or 3 passes of a vibrating plate compactor. After the brick vibration, joint sand shall be swept into joints. To avoid scratching, do not pass vibrating plate over brick with sand on the surface. Execute additional passes of the plate vibrator. Sweep fill the joints again if necessary to completely fill joints. Surplus material shall then be swept from the surfaces and the entire site left clean. The finished surface shall be true to grade and shall not vary by more than ¼-inch when tested with a 10-foot board at any location on the surface. Install joint sand the full depth of the joints and as indicated in the manufacturer's specifications. Water the pavers in a manner that will activate the polymeric binder without washing the sand away.

PREPARATION:

- a. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
- b. Proof-roll prepared sub-grade surface to check for unstable areas and areas requiring additional compaction. Proceed with unit paver installation only after deficient sub-grades have been corrected and are read to receive sub-base for unit pavers.

INSTALLATION, GENERAL:

- a. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
- b. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- c. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, un-chipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- d. Joint pattern: As indicated.
- e. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and ¼ inch in 10 feet from level, or indicated slope, for finished surface of paving.

f. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide joint filler as backing for sealant-filled joints where indicated. Install joint-fillers before setting pavers.

g. Provide edge restraints as indicated. Install edge restraints before placing unit pavers. (i) Install edge restraints to comply with manufacturer’s written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation. (ii) For metal edge restraints with top edge exposed, drive stakes at least 1 inch below top edge.

PRICING: The Contractor agrees to provide the services, to include all labor, services and materials, in compliance with the statement of need and all terms and conditions of this Request for Proposal, at the following prices:

	FULLY LOADED LABOR RATE
Mason Supervisor (Regular Time)	\$104.17/Per Hour
Mason Supervisor (OT)	\$156.26/Per Hour
Mason (Regular Time)	\$90.28/Per Hour
Mason (OT)	\$135.42/Per Hour
Mason Helper (Regular Time)	\$76.39/Per Hour
Mason Helper (OT_	\$114.59/Per Hour
Parts and Materials Shall be Billed at Contractor’s Actual Invoiced Cost Plus Mark-up of Not-to-Exceed 25%	Contractor Receipts for Supplied Parts and Materials shall be provided with invoices to substantiate actual costs incurred.

NORMAL AND EMERGENCY CONTACTS

CONTACT PERSON'S NAME	Stuart Petke
CELL PHONE NUMBER	804-363-5546
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	Yes
EMAIL ADDRESS	petkes@petkeconstruction.com

CONTACT PERSON'S NAME	Michael Stonebracker
CELL PHONE NUMBER	804-894-4088
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	Yes
EMAIL ADDRESS	petkes@petkeconstruction.com

CONTACT PERSON'S NAME	Caige Turner
CELL PHONE NUMBER	434-532-6206
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	Yes
EMAIL ADDRESS	petkes@petkeconstruction.com

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Contract which are a mandatory part of the resulting contract:
<https://adminfinance.umw.edu/procurement/umw-terms-conditions/>

SPECIAL TERMS AND CONDITIONS:

ADDITIONAL (FUTURE) GOODS & SERVICES: The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

ASBESTOS: Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

BULK DELIVERIES: To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Subcontractors to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
- c. UMW reserves the right to audit a Contractor's background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
 - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - ii. DOJ Sex Offender Search and individual evaluation of results
 - iii. County Criminal Search for all identified counties.

CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the contractor within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the contractor is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by the contractor within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the contractor is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the contractor is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this contract, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.

CONTROLLING VERSION, The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this contract to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access this contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

DELIVERY POINT: All items shall be delivered F.O.B. destination point, or as directed by the University.

DELIVERY VEHICLE IDLING: While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

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

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

ECOLABELS AND STANDARDS: The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

ELECTRONIC WASTE DISPOSAL: Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

ENVIROMENTALLY FRIENDLY PACKAGING: Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

E-VERIFY PROGRAM: EFFECTIVE 12/1/2013: Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

EXTRA CHARGES PROHIBITED:

The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FAIR EMPLOYMENT CONTRACTING ACT: In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter.

3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER: Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



FRATERNIZATION: Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSPECTION OF JOB SITE: My signature on this contract constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

INSURANCE: By signing this contract, the contractor certifies it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE: Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor: Petke Construction Group
Attn: Stuart Petke
P.O. Box 39
Sandston, VA 23150

OPEN ENROLLMENT: The University reserves the right to award to new Selected Firm(s) and/or re-negotiate pricing with currently Selected Firm(s) during open enrollment periods. Annual periods of open enrollment may be considered for the first quarter of the calendar year, January 1st through March 31st of each year commencing Calendar Year 2025. Firm(s) will be asked to provide proposals in a similar process as that defined in the original solicitation during each open enrollment period. The University may negotiate or re-negotiate pricing or service terms during the open enrollment period of each year. Selected Firm(s) awarded during open enrollment will have the same expiration term and pricing requirements as identified in this contract.

OPERATING VEHICLES ON UMW CAMPUS: Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

PAYMENT TERMS:

1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - b. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
2. To Subcontractors:
 - a. A contractor awarded this contract is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment

to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials or service cost not to exceed the current Consumer Price Index. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The contractor shall document the amount and proposed effective date of any general change in the cost of service or materials. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

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.

PROCUREMENT MANUAL: This contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

PROHIBITION OF HAZARDOUS MATERIALS: The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

QUANTITIES: Quantities set forth in this contract are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for four successive one year periods under the terms of the current contract, and at a reasonable time (approximately 60 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term. Price increases will be limited to current Consumer Price Index.

SAFETY: The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

STANDARDS OF CONDUCT IN THE WORKPLACE: The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency 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.

SUPPLIER ONBOARDING and METHOD OF PAYMENT: All awarded Contractors must be [registered with the University](#) in order to receive payment via University-issued check or ACH. The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON

Attn: ACCOUNTS PAYABLE

1301 COLLEGE AVENUE

FREDERICKSBURG, VA 22401

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

TRAVEL: Travel expenses incurred by the Contractor and paid by the University, unless otherwise mutually agreed and detailed herein, shall be paid in accordance with Commonwealth of Virginia travel regulations. All invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, and lodging. In addition, airfare should be economy/coach class and car rentals should be the most economical class available. If billing actual amounts for meals, the receipt cannot show alcohol and reimbursement will be limited to allowed per diem as detailed in Commonwealth travel regulations. Please contact Accounts Payable payables@umw.edu with questions. <https://adminfinance.umw.edu/ap/travel-2/>

UNDERSTANDING OF REQUIREMENTS: Your signature on this contract certifies your understanding of the following:

1. It is the responsibility of the contractor to inquire about and clarify any requirements that are not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this contract.
2. Your signature on this contract certifies that you fully understand the requirements and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of the contractor to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to this contract.

USE OF RECHARGEABLE BATTERIES: Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

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

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

WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY: The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

WORK SITE USE: The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

METHOD OF PAYMENT: The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
3. Check or ACH: Payment will be made in accordance with the terms of the contract or 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON

Attn: ACCOUNTS PAYABLE

1301 COLLEGE AVENUE


FREDERICKSBURG, VA 22401

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

PETKE CONSTRUCTION GROUP

UNIVERSITY OF MARY WASHINGTON

Signature: 
Printed Name: Stuart Petke
Title: President
Date: 02/20/2024
Phone: (804) 226.5801
Email: petkes@petkeconstruction.com

Signature: _____
Printed Name: Melva A. H. Kishpaugh
Title: Director, Procurement Services
Date: February 20, 2024