



VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

K12 CLASSROOM FURNITURE

Contract No. 5111-2

In consideration of the mutual covenants, provisions and agreements set forth herein, this Agreement (the “Contract”) is entered into on **(December 15, 2022)** between **The School Board of the City of Virginia Beach** (“The Virginia Beach City Public Schools” or “VBCPS” or “School Board”), and **Wenger Corporation** (also known as the “Contractor”) a **Stock Corporation** whose address is **555 Park Drive, Owatonna, MN, 55060-4940** for the purpose of providing the services set forth herein.

1. SCOPE OF WORK

Contractor shall perform services/goods as specified in a certain proposal of Contractor dated **July 21, 2022**, which is attached hereto and made a part of this Contract by reference as if repeated verbatim herein. In the event that a conflict exists between the referenced proposal of Contractor dated **August 19, 2022**, and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal.

2. COMPENSATION AND METHOD OF PAYMENT

In consideration of the work to be performed by Contractor, as set forth under the Scope of Work, VBCPS shall order goods and services as needed and pay Contractor after such goods and services are delivered per the pricing schedules and discounts as follows: **See Attachment A.**

3. TERM OF CONTRACT

The contract period will be effective from December 15, 2022, through June 30, 2028, with the option to renew annually for two (2) additional two-year periods, upon mutual agreement of both parties. Subsequent contract periods will be July 1 through June 30 of each following year, respectively. All prices shall remain firm throughout the contract period.

4. CONTRACT ADMINISTRATOR

The Contract Administrator for this project shall be **Carla Smith**. Contact can be made at **757-263-1136**.

5. DOCUMENTS

This Contract and any exhibits or attachments thereto will constitute the final Contract Document (“Contract Document”). The Contract Document will be incorporated by reference into all purchase orders processed as part of this Contract.

In the event of a conflict in interpretation between the applicable Contract Document and this Contract, any such conflict will be resolved by giving precedence in the following order, most recently dated document first:

- a) Amendments and Change Orders to this Contract;
- b) The Contract and any Exhibits or Attachments thereto;
- c) The Proposal;
- d) The RFP and Subsequent Addenda.

6. CONTRACTUAL DISPUTES

All contractual disputes will be disposed of consistent with Virginia Public Procurement Code § 2.2-4363, as amended.

7. VENUE

Any and all suits for any claim(s) or for any and every breach or dispute arising out of this Contract shall be maintained in the Commonwealth of Virginia. Venue shall be the appropriate court of competent jurisdiction in the City of Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division.

8. APPLICABLE LAW

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Sales to schools are not affected by any fair trade agreements.

9. COMPLIANCE WITH ALL LAWS

Contractor's attention is directed to the fact that all applicable federal, state, local laws and ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract. They will be deemed to be included in the Contract the same as though herein written out in full. Contractor must possess all necessary licenses and permits required to legally conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. Contractor further expressly represents that it is either a corporation, partnership, or limited liability company, as identified on the first page of this contract, in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Contract and any extensions thereof.

10. GOOD STANDING WITH THE VIRGINIA STATE CORPORATION COMMISSION

If the Contractor is a Corporation, Limited Liability Company, General Partnership, Limited Partnership or a Business Trust and is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, then the Contractor will remain in good standing with the Virginia State Corporation Commission throughout the term of this contract.

11. DRUG-FREE WORKPLACE

During the performance of this Contract, Contractor agrees to:

Provide a drug-free workplace for Contractor's employees.

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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, pertaining to this Contract, 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. Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on School Board property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs.
- Any impairment from the use of alcohol or other drugs, except for legitimate medical purposes.
- Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by VBCPS in addition to any criminal penalties that may result from such conduct.

12. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

All Contractors must comply with the *Code of Virginia § 22.1-296.1*. During the contract period, the Contractor must keep current its certification that the Contractor, its employees, its future employees, its subcontractor(s) and the employees of its subcontractor(s) who will be on Virginia Beach City Public Schools (VBCPS) Property or in the presence of VBCPS students during school sponsored activities **have not been convicted** of a felony, or any offense involving the sexual molestation of a child, or any offense involving physical or sexual abuse of a child, or rape of a child, or convicted of a crime of moral turpitude. Contractor must submit the appropriate **CONTRACTOR BACKGROUND CERTIFICATION FORM** as necessary to remain compliant.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986."

14. THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS.

15. NONDISCRIMINATION

Employment discrimination by the Contractor will be prohibited. 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, sexual orientation/gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation

of the Contractor. The Contractor will comply with the Virginia Human Rights Act, § 2.2-3900, *et seq.* as amended. 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 the Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations will be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will include the provisions of the foregoing Sections 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.

16. ANTI-COLLUSION CLAUSE

Contractor hereby certifies that this Contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, VBCPS has an interest in, or is concerned with, this Contract, and, that no person or persons, firm or corporation other than Contractor, have, or are, interested in this Contract.

17. FAILURE TO PERFORM

Contractor shall be liable to VBCPS for all costs VBCPS incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's liability shall include, but not limited to **actual** damages and other delay costs incurred resulting in improper Contractor work, VBCPS increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor-caused delays or improper Contractor work, warranty and rework costs, liability to third party, excess costs, reasonable attorney's fees and **court** costs.

18. FORCE MAJEURE

Neither party will be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by a force majeure event, including, but not restricted to, revolutions, insurrections, riots, wars, acts of enemies, national emergency, pandemics, diseases, measures of any governmental authority, freight embargoes, strikes, catastrophic disasters, hurricanes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence such party cannot prevent, whether of the class of causes enumerated above or not.

Upon occurrence of a force majeure event, the Contractor must promptly notify VBCPS that a force majeure event has occurred and its anticipated effect on performance, including its expected duration. The Contractor's obligation to notify VBCPS is an express condition to invoking this clause.

The Contractor must furnish VBCPS with periodic reports regarding the progress of the force majeure event. The Contractor must use reasonable diligence to minimize damages and to resume performance. VBCPS is relieved from performance even if the underlying applicable event is foreseeable at the time of execution of the contract. If the Contractor cannot resume performance to comport with the initial contract, VBCPS may cancel the initial contract after providing written notice to the Contractor.

19. TERMINATION WITHOUT CAUSE

VBCPS may at any time, and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract.

In the event of such termination, the Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by VBCPS, at the time of termination.

If VBCPS terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to VBCPS any work completed or in process for which payment has been made.

20. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Contract, VBCPS may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract.

Unless otherwise provided, Contractor shall have ten (10) **business** days from the date such notice is **received** in which to **commence and continue** to cure the default. Upon failure of the Contractor to cure the default, VBCPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to VBCPS any work in progress for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by VBCPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Cancellation of this Contract for any reason may result in the Contractor being placed in a non-responsible status for future contracts.

21. HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for **actual** damages to persons or property caused by or resulting from any **negligent** act or omission on the part of Contractor, its subcontractors, agents or employees under this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless VBCPS and its agents, volunteers, servants, employees and officials from and against claims, losses, or **direct** expenses, including reasonable attorney's fees and **court costs** suffered by any indemnified party or entity as the result of claims or suits due to, (a) **actual** real damages (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by VBCPS, Contractor shall assume and defend at Contractor's sole expense such suits or defense of claims made against VBCPS, its agents, volunteers, servants, employees or officials.

22. ENVIRONMENTAL CONSIDERATIONS

Any costs or **direct** expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including the costs of cleanup activities, removals, remediation, responses, **actual** damages, fines, administrative or civil penalties or charges imposed on VBCPS, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

23. CONTRACT WAIVER

Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of Contractor or VBCPS. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

24. NOTICES

All notices, requests, demands, and elections under this Contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals.

- To VBCPS: Director of Purchasing
2512 George Mason Drive
Virginia Beach, VA 23456
- To Contractor: Account Manager as defined in first paragraph of this contract

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

25. RESPONSIVENESS

If Contractor fails to deliver goods or services or fails to replace rejected articles within a reasonable time as interpreted by VBCPS, when so requested, the right is reserved to procure these goods or services from other sources. VBCPS reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, Contractor agrees to reimburse VBCPS promptly for direct costs occurred by such purchases. Such purchases will be deducted from Contract amount. Contractor shall remove all rejected materials, equipment or supplies from the premises of VBCPS within ten (10) **business** days of notification. Rejected items left longer than ten (10) **business** days will be regarded as abandoned and VBCPS shall have the right to dispose of them as its own property.

VBCPS reserves the right to procure these services from another firm if the Contractor does not respond to the needs of VBCPS in accordance with any schedules dictated by VBCPS.

26. SEVERABILITY

If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in full force and effect.

27. AUDITS

VBCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to VBCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location **in to be mutually agreed upon between Contractor and VBCPS**. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which VBCPS may have by State, VBCPS, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

28. PERMITS AND LICENSING

Contractor shall be responsible for obtaining and the cost of any and all permits, inspections, consents, authorizations and impact fees as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of VBCPS.

29. COPYRIGHT / PATENT INDEMNITY

Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify VBCPS and hold VBCPS harmless from cost, **direct** expense, **actual** damage or loss incurred in any manner by VBCPS on account of any such alleged or actual infringement.

30. CONTRACTOR IS NOT AN AGENT

Contractor will be considered an independent Contractor and shall not be deemed to be an agent, servant, employee or representative of VBCPS. Additionally, Contractor certifies that it does not have any relationship (ownership, contractual or otherwise) with any person or entity, which could have an effect on the Contractor's ability to fairly and effectively provide services pursuant to this Contract. **If any such relationship does exist, Contractor must disclose such information.**

31. VANDALISM

VBCPS will not reimburse Contractor for the cost of repairs for any damages to Contractor's equipment caused by students, other acts of vandalism or other occurrences.

32. MILITANCY

If by reason of any acts of God, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor is prevented from carrying out this Contract, the Contract shall not terminate, but VBCPS shall have the right to utilize the contracted equipment and supplies in which case the operating expenses incurred by VBCPS shall be deducted from the payments which VBCPS will make to Contractor for the period involved as if Contractor rendered the service directly. However, should such action result in loss or damages to equipment, such loss or damage will be recovered by Contractor from VBCPS.

33. ADDITIONAL SERVICES

Additional services not covered by this Contract shall be negotiated in advance, as necessary. These services will be dependent on the parties reaching mutual agreement as to adjustments in the service to be provided and the applicable rates. All rates for services not covered by this Contract must be approved in writing by VBCPS, in advance, or payment for services will not be authorized.

VBCPS reserves the right to obtain these services by other methods at any time.

34. INVOICES

Contractor shall submit to VBCPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this Contract.

Invoices shall not include any costs other than those identified in the executed VBCPS purchase order processed under this Contract or any subsequent change orders issued by VBCPS's Purchasing Division.

All shipping costs are Contractor's responsibility, except to the extent such charges are identified in the executed VBCPS purchase order or change orders.

Contractor's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- The Contract number and/or VBCPS Purchase Order number.

35. TAXES

VBCPS is exempt from Federal, State and excise taxes. Contractor shall not include such taxes in any invoices under this Contract. Exemption certificates, if required, will be provided upon request. Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by Contractor which are legally enacted at the time offers are received, whether or not yet effective. All taxes: City of Virginia Beach business license, personal property, real estate and all other applicable tax requirements are the responsibility of Contractor. VBCPS assumes no tax liability under this Contract.

36. PAYMENTS

Any costs related to the performance of the Contract must be included in the original response. Payment terms offering a "**prompt payment discount**" will **not** be considered in the evaluation of offers. All **other** payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by the

Contractor shall be Net 45 days. Payment of invoices will be certified promptly by VBCPS for any item or service received in accordance with the specifications of this contract.

Payment shall not preclude VBCPS from making a claim for adjustment on any item or service received later found not to have been in accordance with the conditions of this contract. Payment will be made on an adjusted price basis for any item or service received later found to be inferior. Partial payments on a total order will be made only by a special arrangement with VBCPS.

37. PAYMENTS TO SUBCONTRACTORS

Pursuant to the Virginia Procurement Act, the Contractor shall make payments to all subcontractors within seven (7) days after receipt of payment from VBCPS; or shall notify VBCPS and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

Contractor is liable for the entire amount owed to any subcontractor with which it contracts. Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide VBCPS with its social security number or federal taxpayer identification number prior to any payment being made under this contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation to VBCPS. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

38. NON-APPROPRIATION AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that VBCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, VBCPS shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to VBCPS of any kind whatsoever. **Notwithstanding anything herein to the contrary. Subcontractor does not waive its right to payment, or any rights or remedies it has under any Federal or State mechanic's lien laws, or under any applicable payment and performance bonds.**

39. MODIFICATION

Any and all modifications to this Contract shall be mutually agreed to by both parties, in writing, and

authorized by VBCPS's Director of Purchasing or his designee.

40. NON-ASSIGNMENT

Contractor shall not, under any circumstances, assign the whole or any part of this Contract or any monies due or to become due hereunder without prior written consent of VBCPS. In case the Contractor assigns all or any part of any monies due to or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due to or to come due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of work called for in this Contract.

41. WARRANTY

Contractor guarantees:

- Against defective or faulty material or workmanship for at least one (1) year from date of acceptance.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which it or its workers are responsible, to the building or equipment, to its own work, or to the work of others.
- Any merchandise or service provided under this Contract which is or becomes defective during the warranty period shall be replaced by Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from VBCPS.

42. INSURANCE

An original Certificate of Insurance naming VBCPS as additional insured will be required from the Successful Bidder.

The Contractor will be required to carry adequate insurance to protect VBCPS from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing VBCPS.

The Contractor shall require each of its Subcontractors to take out and maintain during the life of its Subcontract the same insurance coverage required of the Contractor.

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

- Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverage's, in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall name VBCPS as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. Coverage will include a Waiver of Subrogation in favor of VBCPS.
- Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars (\$4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.

- Workers' Compensation Insurance as required under Code of Virginia, Title 65.2. not less than Five Hundred Thousand Dollars (\$500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of VBCPS.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to VBCPS, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to VBCPS.

43. INSPECTIONS

All work must be inspected to ensure conformity with the specifications and requirements surrounding the work. Inspections should be arranged by contacting the Contract Administrator.

NO PAYMENT WILL BE MADE UNTIL THE WORK IS INSPECTED AND APPROVED.

44. SAFETY REQUIREMENTS

- Contractor shall assure that all application, material handling, and associated equipment will be handled and operated in conformance with OSHA safety requirements. Where applicable, provide Material Safety Data Sheets for materials to be used on the project.
- Contractor shall comply with federal, state, and local fire and safety codes and requirements.
- Contractor shall advise VBCPS whenever work is expected to be hazardous to VBCPS employees, students or other building occupants.
- Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.
- Contractor shall advise VBCPS when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.
- Contractor shall dispose of all asbestos containing materials into an EPA approved sanitary landfill.
- Contractors performing work, that disturbs paint in housing and child-occupied facilities including schools built before 1978, must be EPA-certified and their employees must be trained in the use of lead-safe work practices. Contractor must follow Lead-safe work practices that minimize occupants' exposure to lead hazards. Information about these requirements can be found at www.epa.gov/lead or by calling 1-800-424-5323.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures hereto:

APPROVED AS TO CONTENT

APPROVAL OF FUNDS

^{DS}
CASU

DocuSigned by:
BY: Carla A.B. Smith, CPPO, CPPB
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N/A
TERM PRICING AGREEMENT

PRINTED NAME: Carla A.B. Smith, CPPO, CPPB

TITLE: Director

DATE: 12/22/2022

APPROVED AS TO LEGAL SUFFICIENCY

THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH

DocuSigned by:
BY: Dannielle Hall-McIvor
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DocuSigned by:
BY: Carla A.B. Smith, CPPO, CPPB
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PRINTED NAME: Dannielle Hall-McIvor

PRINTED NAME:
Carla A.B. Smith, CPPO, CPPB

TITLE: Senior School Board Attorney

TITLE: **Director of Purchasing**

DATE: 1/3/2023

DATE: 12/22/2022

APPROVED BY CONTRACTOR

Wenger Corporation

DocuSigned by:
BY: [Signature]
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PRINTED NAME: Jackie Berg

TITLE: National Sales Manager

DATE: 12/21/2022