



**ORANGE COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSAL RFP#2025-001
ARCHITECTURAL & ENGINEERING SERVICES FOR
CAREER AND TECHNICAL EDUCATION FACILITY**

ISSUE DATE: May 2, 2025

DUE DATE: June 30, 2025

TIME: 2:00 P.M.

RFP #: 2025-001

ISSUING DEPARTMENT: Orange County Public Schools
Finance Department
200 Dailey Drive
Orange, VA 22960

CONTACT: Bobbie Bernard
Accounts Payable, Purchasing, & Federal Programs
Phone: (540) 661-4550 x 1514
Email: bbernard@ocss-va.org

Orange County Public Schools (OCPS) invites qualified firms to submit sealed proposals for the design, engineering, and construction administration of a career and technical education facility located at 201 Selma Drive Orange, Virginia 22960. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Orange County Public School Procurement Policy and the Virginia Public Procurement Act.

All proposals shall be turned in no later than 2:00 P.M. EST June 30, 2025 to the Finance Office located at 200 Dailey Drive Orange, Virginia 22960. If proposals are sent via a mailing service or hand delivered, please address the proposals to the issuing department listed above. Any proposals that are submitted by e-mail, phone, or facsimile shall not be considered. Any proposals received after the deadline shall be deemed non-responsive and returned unopened. If the Owner closes its office due to inclement weather, scheduled receipt of proposals will be extended to the next business day, same time. *It is the Offeror's sole responsibility to ensure all information, including addendums, are complete and delivered on time.*

Mandatory Pre-Proposal Conference will be held at 10:00 A.M. EST May 19, 2025 at 201 Selma Road, Orange, Virginia 22960.

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I. Introduction

- A.** Orange County Public Schools invites qualified firms, referred to herein as “Contractor” and/or “Offeror” with previous experience in the design, engineering, and construction administration of a career and technical education facility. The facility may include at a minimum: classrooms for auto mechanics, agriculture, carpentry, culinary arts, cosmetology, MEP (mechanical, engineering, and plumbing), nursing, technology and robotics; multipurpose classroom/lecture spaces, administrative office spaces, storage spaces, and staff work areas.
- B.** *This procurement shall utilize competitive negotiation.*
- C.** Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications referred to this solicitation must be made in **writing** on the Offeror Question Form to:
Bobbie Bernard
Accounts Payable, Purchasing, & Federal Programs
Phone: (540) 661-4550 x 1514
Email: bbernard@ocss-va.org

II. Background

- A.** Orange County Public Schools referred to herein as “OCPS” and/or “Owner” is located in central Virginia. The district serves over 5,000 students from elementary through high school in Orange County in nine (9) facilities with over 800 staff.
- B.** The district is supported by a Superintendent who serves the elected five (5) member School Board.
- C.** The contracted Offeror’s principal contact with OCPS will be either the Director of Facilities and Maintenance, the Project Specialist or their designee, who will coordinate the assistance to be provided by the Owner of the Offeror.

III. Project Purpose, Background, and Intent

- A.** The intent of this request for proposal (RFP) is to select a qualified Architectural and Engineering (A/E) team with specific experience in design, preparation of construction documents, and construction administration of career and technical education facilities to build a new 35,000+/- sq. ft. facility located at 201 Selma Drive (behind the existing Orange County High School on the softball practice field). Property information can be found on Orange County GIS under tax map number 044A1-07-61-00110 (www.orangecountyva.gov).
- B.** This facility will offer a variety of career and technical education opportunities including but not limited to: auto mechanics, agriculture, carpentry, culinary arts, cosmetology, nursing, and technology/robotics. The facility should serve approximately 200 students per day and provide space for a minimum of 20 students per classroom. It is the intent of this facility to meet the immediate functional requirements with identification of space and planning for growth to meet long term space projections.

- C. The qualified firm will be required to design the facility from conceptual to final design, provide cost estimates, prepare final drawings and specifications including construction bid documents, assist in the bidding process, and provide construction administration services. Site amenities may include classrooms for auto mechanics, nursing, culinary arts, cosmetology, MEP, carpentry, technology/robotics, agriculture, multipurpose classroom/lecture spaces, administrative office space, storage space, and staff work/break areas. The site design should include onsite stormwater management and water and sewer connections to adjacent utilities.
- D. The Offeror may be requested to assist in the upfitting of specialized equipment and furniture for the classroom areas.
- E. The design of the project shall strive to meet or exceed the LEED v4.1 certification energy saving goals and daylighting.
- F. The Offeror will plan for optimal site use, minimize construction costs as well as impacts to the environment, and ensure the facility is aesthetically compatible with the surrounding location.
- G. The Geotechnical Engineering Report that was conducted on October 2, 2024 is attached in Appendix J as well as the CTE Building Study.
- H. The Owner reserves the right to withdraw, alter, or amend the project scope at any time.

IV. Offeror Minimum Qualifications

- A. Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. The following criteria shall be met and presented in the Experience/Reference tab of the written proposal in order to be eligible for the contract:
 - i. Offerors shall have successful experience related to the development of career and technical education facilities or similar educational buildings. A minimum of three (3) examples from the last fifteen (15) years shall be provided. Offerors must show lead experience (sub-contractor experience does not qualify as lead experience) in providing design, engineering, and construction management.
 - ii. Experience producing a unique and functional design within budget and schedule.
 - iii. Experience producing detailed and fully coordinated architectural and engineering designs, construction drawings, and specifications.
 - iv. Experience providing exceptional HVAC system expertise needed for large facilities.
 - v. Experience presenting designs and descriptions of the work to internal and external stakeholders.
 - vi. A history of excellent internal Quality Assurance/Quality Control practices and consultant management and leadership.
 - vii. Experience developing fully coordinated, detailed, and accurate construction documents.

- viii. Experience providing superior construction administration services.

V. Scope of Work

- A.** The work under this contract will include, but will not be limited to, the development and implementation of a design and construction program for an approximately 35,000 +/- sq. ft. career and technical education facility and all work associated with the project including but not limited to:
 - i. Architectural Design
 - ii. Mechanical/Electrical/Plumbing Design
 - iii. Communication and Security System Design
 - iv. Structural Design
 - v. Civil Engineering
 - vi. Utilities Design
 - vii. Energy Consulting
 - viii. Lighting Design
 - ix. Workspace and interior design and upfitting to include space planning, security, interior finishes, furniture, fixtures, and equipment, and interior storage.
- B.** The selected firm shall be required to:
 - i. Provide all design and construction administration services including siting investigations and geotechnical studies (if needed), preparation of plans, required permits, applications, and approvals, and appearances at public and other meetings related to the project or associated with those processes, in addition to other services required for any applicable regulatory approvals.
 - ii. Establish a complete project timeline that meets the Owner's completion goals from project design to building occupancy and operation and perform all other duties required of the architect consistent with the terms of this solicitation and any resulting contract.
 - iii. Perform all engineering aspects to build the facility with consideration of impacts on the grounds and adjacent buildings.
 - iv. Obtain any necessary approval and permits from Orange County and all other authorities with jurisdiction as needed. The Contractor is responsible for all permits relevant to this project. Orange County permit fees may be waived with prior approval.
 - v. Consult with the appropriate OCPs staff regularly and as requested; investigate and become familiar with all the requirements of the project and summarize those findings in a report to the Owner.
 - vi. Perform the Preliminary (schematic) Design phase of the work (within ninety (90) days of written report).
 - vii. Perform the Design Development phase of the work.
 - viii. Offeror will work with the Departments of Facilities and Information Technology to scope facility assets such as but not limited to telephone systems, security cameras, audio-visual systems, etc.
 - ix. Perform the Design for Construction phase of the work (construction documents, bid documents).
 - x. Perform the preliminary and maximum Construction Cost Estimate.

- xi. Provide all necessary design revisions and or modifications as required.
- xii. Assist in the bidding process including, but not limited to distributing bid packages, participating in pre-bid conferences, assisting with response to bidder's questions, assisting in the evaluation process, assisting with construction contract technical specifications and related topics and providing any other services as detailed in any resulting contract.
- xiii. Provide Construction Administration services as requested.
- xiv. Provide all of the above on, or around, the dates provided by the Owner at the time of contract negotiations.
- xv. Make any presentations necessary to OCPS staff, the community, School Board, or other boards as deemed necessary by the Owner.
- xvi. During the first year of operation, coordinate, monitor, and resolve all warranty issues to the satisfaction of OCPS and provide a minimum of one (1) on-site tour with the Owner's representative to observe the operation and performance of the facility and make recommendations for possible efficiencies.
- xvii. Ensure the design complies with relevant Virginia Uniform Statewide Building Code (USBC), National Fire Protection Association Standards (NFPA), American with Disabilities Act (ADA), and all other applicable codes and standards.

VI. Proposal Format

The Owner will follow the evaluation process and selection criteria described in this solicitation. To provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections. Proposals should be as concise as possible and include only necessary information, tables, illustrations, photographs, etc. needed to adequately convey the requested information. The Owner is not responsible for failure to locate, consider, and evaluate qualification factors presented out of this format. Proposal content shall contain the following information in a bound tabbed format:

- A. Relationships: Discuss the Offeror's and all Subcontractor's ability to work in harmonious, non-adversarial relationships with the Owner.
- B. Methodology: Provide the methodology of the Offeror's design and management process incorporating an understanding of the goals and criteria of this project and how the Offeror intends to meet those goals and criteria.
 - i. Offerors shall include a description of any significant task not listed in the Scope of Work which may be necessary either as reimbursable expenses under the Architect's Contract or as a service to be contracted for separately by the Owner.
- C. References/Experience: Provide no less than the Offeror's three (3) most recently completed projects which illustrate the Offeror's experience on projects of similar functionality, size, design, type, and scope.
 The Project Details at a minimum should include the following:
 - i. Detailed description of the project
 - ii. Location of project
 - iii. Completion date

- iv. Construction cost
 - v. Total building square footage
 - vi. Salient and significant features
 - vii. Name, title, address, phone number, email address for the person on the Owner's team that is most intimate with the details of the project being referenced.
 - viii. Describe whether the project met the target budget, schedule, and design goals, and if not, provide an explanation as to why.
- D. Staffing: Provide the names, qualifications, degrees, certifications, and licenses of key employees, consultants, and sub-consultants proposed to be involved in the project, including key team members' specialties and relevant years of experience. List *only experience directly related to their assigned duties under the proposed project*. **Sub-contractors cannot be changed without notification and consent from the Owner.**
- E. Schedule/Approach: Provide a proposed comprehensive project timeline including schedule for design and construction. Provide a detailed description of the Work Plan, Approach and Timeline that you propose to meet the objectives requested. Specify the level of involvement and specific tasks you will require from the County.
- F. Insurance: A description of insurance carried detailing limits of professional liability and errors and omissions insurance.

The Owner reserves the right to make additional investigations as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the Owner, the Owner reserves the right to reject the proposal.

VII. Submittal Instructions

- A. Each Offeror shall submit one (1) original bound and tabbed hardcopy, six (6) bound and tabbed copies, and one (1) electronic copy (on a USB drive) of their proposal.
- B. An authorized representative of the Offeror shall sign proposals. All information requested in this solicitation should be submitted. Failure to submit all the information requested may result in the proposal being deemed non-responsive, incomplete, or lacking key information, in which case, the proposal may be rejected in full by the Owner.
- C. Proposals should clearly respond to the Scope of Work in the order in which the requirements are presented. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the Scope of Work. It is also helpful to repeat the text of the requirement as it appears in the Scope of Work. The proposal should contain a table of contents, which cross-references the solicitation requirements. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the solicitation requirements are specially addressed.

EXAMPLE:

The selected firm will be required to:

Provide all design and construction administration services including

siting investigations and geotechnical studies, preparation of plans, required permits, applications, and approvals, and appearances at public and other meetings related to the project or associated with those processes, in addition to other services required for any applicable regulatory approvals.

Vendor Response Here:

- D. Proposals should be organized and include all required information from Section VI. Proposal Format.
- E. Each proposal shall be printed in English and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or e-mail shall be rejected.
- F. Offerors are not to submit estimated man-hours or cost for services with their proposals.
- G. Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts, and other public records relating to the County's procurement transactions shall be open for the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Proposals shall not be available for inspection by Offerors until interviews, if scheduled, are complete. After award, all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the Offeror:
 - i. Invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials.
 - ii. Identifies the specific data or other materials to be protected, and
 - iii. State the reasons why protection is needed. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. Redacted copies, clearly marked for proposals containing proprietary or confidential information shall be submitted with proposals.
 - iv. The Proprietary Information form found in the Appendices may also be completed and submitted with the proposal.
- H. The Owner will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in **writing** and directed to Bobbie Bernard, Accounts Payable, Purchasing, and Federal Programs. Offerors shall use the Question Form found in the appendices of the RFP and emailed to bbernard@ocss-va.org. Questions must be received by **12:00 p.m. on June 16, 2025**. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process to be determined solely by the Owner. Any material

change will be submitted to all Offerors through issuance of an addendum.

- I. Any contact with any OCPS representative, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- J. Each Offeror shall be prepared, if so requested by OCPS, to present evidence of their experience, qualifications, and financial ability to carry out the terms of this contract.
- K. The Owner reserves the right to reject any and all proposals and waive all informalities. In the event the Owner rejects all proposals, the Owner may re-solicit.
- L. All proposals shall be concealed in a sealed box/envelope (what fits the proposals best) with the following information: RFP#2025-001 Architectural and Engineering Services for Career and Technical Education Facility.
- M. ALL RFPS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED AND SHALL BE RETURNED TO THE BIDDER, UNOPENED.
- N. FAILURE TO COMPLETE FORMS AS REQUIRED MAY RESULT IN THE BIDDER BEING DETERMINED "NON – RESPONSIVE".

VIII. Evaluation & Selection Criteria

- A. All proposals received shall be evaluated based upon the evaluation criteria listed below:

Strength of Overall Proposal -Overall quality of the proposal that specifically addresses the items in the Owner's solicitation including the understanding of the Owner's objectives, challenges, and long-term goals and how the Offeror plans to approach and manage the project.	20%
Ability and Method to Perform – The ability, capacity, and skill of the individual or firm to perform the work described herein in a manner consistent with OCPS goals and standards.	20%
Experience -The quality of past performance on previous projects of similar functionality, size, design, type, and scope of work for other local governments and/or other customers.	20%
Quality of References -Satisfaction of former clients including the Offeror's creativity in problem solving, management (including the ability to complete the design work within prescribed budget and schedule constraints), accuracy of construction estimates (receipt of construction bids within budget), quality and accuracy of construction documents, and expertise in construction administration.	5%
Staffing -The professionalism, ability, experience, and continuity of proposed staff, consultants, and sub-contractors to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated.	20%
Timeliness -Time frame in which the service can be provided	15%

without delay or interference.	
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- B. The Owner may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed.
- C. The Owner may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.
- D. Based on the consensus ranking, the highest ranked Offeror(s) will be invited to engage in discussions with the Selection Committee.
- E. Tentative Timeline
 - Request for Proposal issued May 2, 2025
 - Proposals due by June 30, 2025
 - Selected Firm/s Interviewed (Approximately) July 7-10, 2025
 - Contract Award (Approximately) July 14-23, 2025

IX. Contract Award

- A. OCPS shall engage in individual discussions with two (2) or more Offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, Offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the Offeror. The request for proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in the request for proposal and all information developed in the section process to this point, OCPS shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. Non-binding cost estimates will be requested and considered at the discussion stage for those firms selected for interviews. For contract purposes costs will be required in discrete categories such as Project Initiation, Preliminary Design and Price Estimates, Design for Construction, Bidding Documents and Assistance, and Construction Duties and Responsibilities. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Owner determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to the Offeror.
- B. The contract shall be the length of the project plus one (1) year from the date of final payment for all work related to the project.

- C. The selected Offeror shall provide the Owner with original bound documents suitable for distribution for the project and all related components. In addition, all electronic copies of documents shall be provided in a format compatible with the Owner's word processing and AutoCAD hardware and software. All documents, including computer disks and thumb drives, shall become property of the Owner upon final payment of all fees to the Consultant as set forth in the contract. The Owner reserves the right to alter the documents and/or specifications for its purposes but will provide a properly initialed revision block showing Owner responsibility for such changes.
- D. Appendix I includes additional sample Terms and Conditions for Architectural/Engineering contracts, which, subject to compliance with the Virginia Public Procurement Act and the laws of Virginia, will be subject to negotiation and clarification.

APPENDIX A: General Conditions and Instructions to Bidders/Offerors

1. AUTHORITY: The Division Superintendent of Schools for the Orange County School Board has the sole responsibility and authority for issuance of invitations to bid, requests for proposals, negotiations, placing and modifying invitations, requests, purchase orders and awards issued by and for the School Board. In the discharge of these responsibilities, the School Board assignees may be assisted by delegating to the School Board's Purchasing Department staff. No other officers or employees are authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the School Board for any indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the School Board shall not be bound thereby.

2. COMPETITION INTENDED: It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Owner must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. CLARIFICATION OF TERMS - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the individual whose name appears on the face of the Request for Proposal by the date set forth in the Request for Proposal. Any revisions to the solicitation will be made only by addendum issued by the Contract & Procurement Specialist.

4. Mandatory Use of Owner Form and Terms and Conditions: Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal, except as provided in Va. Code 2.2-4302.2. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.

5. LATE BIDS/proposals & MODIFICATION OF BIDS/proposals: Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the interoffice mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches Procurement by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the clock in the office at the location the bids/proposals are to be delivered.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. WITHDRAWAL OF BIDS/PROPOSALS:

- a. Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - i. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to persons whose name appears on the face of the Request for Proposal, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Offeror worksheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
- c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror who, is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefits, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. ACCEPTANCE OF BIDS/PROPOSALS: Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

9. CONDITIONAL BIDS: Conditional bids are subject to rejection in whole or in part.

10. BIDDER INTERESTED IN MORE THAN ONE BID: If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

11. TAX EXEMPTION: The Owner is exempt from the payment of Virginia tax.

12. DEBARMENT STATUS: By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.

13. ETHICS IN PUBLIC CONTRACTING: The provisions contained in the Virginia Public Procurement Act, , as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

14. NO CONTACT POLICY: No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than allowed in the Request for Proposal. Any contact initiated by a Bidder/Offeror with any Owner representative, except as allowed in the Request for Proposal, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

SPECIFICATIONS

15. BRAND NAME OR EQUAL ITEMS: Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the

specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

16. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

17. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

18. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

19. AWARD OR REJECTION OF BIDS: A contract will be awarded to the Offeror whose proposal is determined to be the most advantageous to the Owner. The Owner reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Owner also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.

20. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Contract & Procurement Specialist will publicly post such notice on the following websites: www.eva.virginia.gov and www.ocss-va.org.

Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the bulletin board in the Central Office for a minimum of 10 days.

21. QUALIFICATIONS OF BIDDERS OR OFFERORS: The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

22. TIE BIDS: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Orange County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

23. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Orange County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

24. VIRGINIA STATE CORPORATION COMMISSION: If required by law, the Contractor shall be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. A Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at

any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

25. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, Bidders certify that they do not and shall not during the performance of this contract knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986 or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

26. ANTI TRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract.

27. OFFICIAL NOT TO BENEFIT: Each Bidder shall certify upon signing the bid that to the best of their knowledge no Orange County School Board official or employee having official responsibility for the procurement transaction or member of their immediate family have received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received this fact shall be disclosed with the bid or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made or could affect payment pursuant to the terms of the contract.

Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the School Board, as a prerequisite to payment pursuant to the Contractor, or at any time require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the Bidder has knowledge of benefits outlined above, this information should be submitted with the bid. If the above does not apply at time of award of contract and becomes know after inception of a contract the Bidder shall address the disclosure of such facts to the Orange County School Board, Taylor Education Administration Complex, 200 Dailey Drive., Orange, Virginia 22960.

28. PAYMENT TERMS: The Orange County School Board meets the first Monday of every month. Invoices must be received by the 10th of each month in order to be paid at the next month's School Board meeting. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

29. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Owner.

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

31. ANTI DISCRIMINATION: By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

32. In every contract over \$10,000 the provisions in A and B below shall apply:

a. During the performance of this contract, the Contractor agrees as follows:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, 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 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.

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

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

b. The Contractor will include the provisions of 33a.i–a.iii above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

33. INVOICES: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the department address requesting the purchase order/contract. All invoices shall show the IFB/RFP number and/or

purchase order number and must have the department head's approval.

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

a. The parties may agree 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.

b. The Owner 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 Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

i. By mutual agreement between the parties in writing; or

ii. 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

iii. 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 Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the

Owner's governing body.

35. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

36. 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 Offeror. 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.

37. CERTIFICATION REGARDING SEX OFFENSES: As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Owner requires the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

38. THE SCHOOL BOARD AND ANTI-DISCRIMINATION: The Orange County School Board does not discriminate on the basis of gender, race, color, national origin, age, religion, political affiliation, or disability in its employment practices or educational programs and activities.

39. TERMINATION FOR CONVENIENCE: The Owner reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Owner determines that such a termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed services, but no amount shall be allowed for anticipated profit on unperformed services.

40. TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate, specifying the effective day thereof, at least fifteen (15) days before the effective date of such termination. In the event of such a termination, the Owner may procure services for the work under the contract 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 School Board may have. Additionally, all finished or unfinished documents, data, studies, surveys, drawings, maps, models and reports prepared by the Contractor under the contract shall at the option of the Owner become the Owner's property.

41. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise,

proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must appropriately invoke the protections of that section of the Act prior to or upon submission of the data or other materials.

d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation", to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

42. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and the right to examine any of said materials during said period.

43. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such a data sheet may be cause for declaring the bid as non-responsive.

44. E-VERIFY PROGRAM: Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the Owner 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 Orange County Public Schools 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.

45. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Owner. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Owner the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting the Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

46. PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.

c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.

d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and Conditions.

e. All contractors and subcontractors performing work for the Owner are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupations Health Standards and any other applicable rules and regulations. Also, the Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the site or be affected by the contractor's operation in connection with the work.

47. USE OF PREMISES AND DEBRIS REMOVAL

The Contractor shall:

1. Perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises.
2. To store its apparatus, materials, supplies, equipment in such orderly fashion at the site of work as will not unduly interfere with progress of its work or the work of the Owner or any other contractor.
3. Keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials.

48. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

49. AVAILABILITY OF FUNDS: It is understood and agreed upon between the parties herein that the Contractor shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. If the bid exceeds the budgeted amount, the Owner may negotiate the scope of work to fit within the budget.

DELIVERY PROVISION

50. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

51. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after the date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of

them as its own property.

52. INSPECTIONS: The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.

53. COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Owner when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

54. POINT OF DESTINATION: All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address provided by the Owner.

55. REPLACEMENT: Materials or components that have been rejected by the Owner, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

56. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number,
- b. Name of Article and Stock Number,
- c. Quantity Ordered,
- d. Quantity Shipped,
- e. Quantity Back Ordered,
- f. The Name of the Contractor.
 - i. Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

57. PROTEST OF AWARD OR DECISION TO AWARD: Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Orange County School Board's Division Superintendent of Schools, no later than ten (10) days after Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The procedure for protests will be followed as stated in the Code of Virginia, Virginia Public Procurement Act, Section 2.2-4360, *et seq.*

58. DISPUTES: Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with the Owner that is not disposed of by agreement, shall be decided by the Division Superintendent who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Division Superintendent shall be final and conclusive unless the Contractor appeals within ten (10) days of the receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The pendency of claims shall not deny payment of amounts agreed due in the final payment.

No potential Bidders or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and all statutory requirements have been met.

Appendix B: Insurance Checklist

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
X	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	\$2,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Held by Contractor
X	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	\$2,000,000
	Other Insurance:	
X	"Orange County Public Schools 200 Dailey Drive Orange, VA 22960" named as an additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the County may possess and must be shown on the certificate.)	
X	30-day written cancellation notice required, 15-day cancellation notice required for non-payment to Orange, owner– Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

**We understand the Insurance Requirements of these specifications and will comply in full if
awarded this contract.**

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix C: Non-Collusion Statement

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder/Offeror or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any Offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other Offeror, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this quote the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Orange County of the Commonwealth of Virginia. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal pursuant to such instructions and specifications, without exception.

Name & Title

Signature

Date

RETURN THIS PAGE

Appendix D: Offeror Data Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

1. Qualification: The Offeror must have the capability and capacity to satisfy all the contractual requirements.

2. Offeror's Primary Contact:

Name: _____ E-mail: _____ Phone: _____

Address: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: _____ Years

4. SCC # _____

5. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by Orange County or Orange County Public Schools? _____

6. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? _____

7. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services.

A. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

B. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

C. Company: _____

Contact: _____

Phone: () _____

Project: _____

Dates of Service: _____ \$Value: _____

RETURN THIS PAGE

Appendix E: Offeror Statement

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this solicitation and hereby submits this proposal pursuant to such instructions and instructions.

Print Name & Title of Authorized Person Submitting Proposal

Signature of Authorized Person Submitting Proposal

Date

SUBSCRIBED AND SWORN to before me by the above named

_____ on the _____ day of _____, 2025

Notary Public in and for the State of _____

My commission expires: _____

RETURN THIS PAGE

Appendix F: SCC Form

The Bidder/Offeror/Contractor:

___ is a corporation or other business entity with the following SCC identification number:

OR

___ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

OR

___ is an out of state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Virginia from Offeror's out of state location)

OR

___ is an out of state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact businesses in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (Orange County reserves the right to determine in its sole discretion whether to allow such waiver) _____

RETURN THIS PAGE

Appendix G: Offeror Question Form

Questions shall be submitted by 12:00 PM June 16, 2025. Questions received beyond this date may not be answered.

Attn: Bobbie Bernard
Via E-mail: bbernard@ocss-va.org
Project: RFP#2025-001

Offerors are required to utilize this form for questions. You may submit multiple forms. Note on bottom of page the number of pages pertaining to your question/s.

RFP Reference Paragraph or Page #	Question

Number of pages submitted with this request: _____

RETURN THIS PAGE

Appendix H: Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the Request for Proposal shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidential References Protection in Accordance with the Code of Virginia, Section 2.2-4342(F)

Section Title	Page No.	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A. This page contains information relating to “trade secrets” and “proprietary information” including processes, operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income of any person (or) partnership. See Virginia Public Procurement Act, Section 2.2-4342(F). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342(F); U.S.C. 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342(F): U.S.C. 522 (b) (4); 12 C.F.R 309.5 (c) (4).

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Appendix I: Additional Terms and Conditions for Architectural Contract

SAMPLE

COUNTY OF ORANGE, VIRGINIA CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES CTE FACILITY

THIS CONTRACT ("Contract"), is made this ___ day of _____, 2025, by and between Orange County Public Schools (the "Owner"), and _____ ("Offeror") with an address of _____.

WITNESSETH:

WHEREAS, the Owner desires to retain the Offeror to provide professional services necessary for the project as set forth in Owner's RFP dated _____; and

WHEREAS, the Offeror agrees to enter into this Contract to be considered to furnish the necessary professional services for Owner projects.

NOW THEREFORE, in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and the respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

ARTICLE 1- GENERAL PROVISIONS

- 1.1 **Definitions.** Definitions applicable to this Contract are attached hereto as Exhibit "A" and incorporated by reference herein.
- 1.2 **Effective Date.** This Contract shall be effective when it has been fully executed by the parties and all required insurance certifications have been provided to OCPS. All insurance must remain in effect until all projects awarded have been completed and accepted by OCPS.
- 1.3 **Services; Standard of Care.** The Offeror shall exercise a high degree of care and diligence in providing the professional services under this Contract. The services shall be performed as expeditiously as is consistent with such high standards, and shall be provided in accordance with all applicable professional guidelines and codes. Notwithstanding any approval of or concurrence by Owner regarding documents or services provided by Offeror hereunder, the Offeror shall be solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished pursuant to this Contract. The Offeror shall be liable to the Owner for damages caused by Offeror's failure to provide professional services to the degree required.
- 1.4 **Attendance at Conferences.** Offeror shall attend all necessary conferences and meetings with the Owner or its representatives to include, but not limited to, contractors, regulatory agencies, and funding agencies during all phases of the services, and the Designated Representative shall be notified in advance by Offeror if a conference is

called by a party other than said Designated Representative.

1.5 **Responsibility for Claims and Liabilities**

1.6.1 Acceptances, approval, or concurrence by any official, employee, or agent of the Owner in the use of any plans, specifications, or other documents provided by Offeror for any project awarded hereunder shall not constitute nor be deemed a release of the Offeror or Offeror's employees or consultants for the accuracy and competency of plans, specifications, or other documents or work; nor shall such acceptance, approval or concurrence relieve or excuse the Offeror from responsibility for any errors, omissions, or conflicts in the plans, specifications, or other documents prepared by Offeror or Offeror's consultants.

1.6.2 If changes are required to be made because of errors, omissions, discrepancies or conflicts in the work provided by Offeror pursuant to this Contract, Offeror shall perform such services as are necessary to correct the work and Owner shall not be liable to Offeror for any fee or compensation for the cost of such services. In addition, Offeror shall provide, at no additional cost or expense to Owner, all architectural/engineering services made necessary as a result of Offeror's failure to discover and report major deficiencies in the work of the Offeror which should have been discovered by Offeror in the performance of services hereunder.

1.6.3 Notwithstanding any other provision of this Contract, if, due to Offeror's error or omission, any required item or component of any project is omitted from Offeror's construction Contract Documents, Offeror shall not be responsible for paying the original construction cost to add such item or component but only to the extent that such item or component would have been otherwise necessary to the project and otherwise adds value or betterment to the project. Offeror shall be responsible for all other additional or extra costs resulting from such required item or project component not being included in the original construction contract documents.

1.6 **Owner to Provide.** Upon request by the Offeror, Owner will make available to the Offeror all technical data that is in the Owner's possession, including maps, surveys, property descriptions, borings, and other information held by the Owner and required by the Offeror and relating to its work. Offeror's use of and reliance upon such information in providing services hereunder shall be the responsibility of Offeror.

1.7 **Owner to Pay or Acquire.** Owner shall pay for costs for advertisements of notices, public hearings, requests for bids, and other similar items; and shall secure the necessary land, easements, right-of-way required for the project.

1.8 **Conformity with Applicable Laws and Regulations.**

1.8.1 The Offeror, its consultants, agents, subcontractors, officers, employees and any other persons over whom the Offeror has control shall comply with all laws, regulations, rules, ordinances, and codes of federal, state, and other local governmental bodies, and all directives of the Owner or Designated Representative, applicable to the design and construction of the project, or affecting directly or indirectly the Offeror's operation and activities on or in connection with the project and Owner's facility. The Offeror shall

defend and pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of, the Offeror's failure to comply with this paragraph, whether assessed by any governmental body against the Owner as either property owner or as a facility operator. Owner and Offeror each agree to attempt to give one another prompt notice of any notice of violation received.

1.8.2 The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. The Offeror shall cooperate with OCPS officials in performing the contract work so that interference with normal programs will be held to a minimum. The Offeror shall be an independent Contractor and shall not be an employee of OCPS.

1.8.3 The Offeror shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Owner and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Owner, and the Owner shall be held harmless for same by the Offeror.

- 1.9 **Compliance with Laws and Regulations Governing Hazardous Wastes.** While on Owner's property and in its performance of this Contract, Offeror, its consultants, agents, subcontractors, officers, employees and any other persons over whom the Offeror has control shall not transport, dispose of, or release any hazardous substance, material or waste, except as necessary in the performance of its Work under this Contract and the Offeror shall comply with all federal, state, and local laws, rules, codes, regulations and ordinances controlling air, water, noise, solid wastes and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances or waste.

- 1.10 **Notices.** All notices which may be proper or necessary to be served, and payments to be made hereunder shall be sent by regular mail, postage prepaid, to the following addresses and to such other address as either party may hereafter designate for such purpose in writing.

To Owner: **Orange County Public Schools**
200 Dailey Drive
Orange, VA 22960

To Offeror:

- 1.11 **Cooperation with Other Consultants.** In the event Owner shall employ other architects, Offerors, or consultants, Offeror shall cooperate, coordinate with and assist such Offerors or consultants in a manner that will best further serve and protect the Owner's interests.

ARTICLE 2- ARCHITECTURAL/ENGINEERING SERVICES

- 2.1 **Description of Services.** The scope of work that Offeror has agreed to perform pursuant to the RFP is _____.
- 2.2 **Time of Performance.** This Contract shall commence on _____ and terminate on _____ for an initial contract period of one (1) year. In the event that all work required to complete a project awarded pursuant to this contract has not been completed, this Contract shall continue in full force and effect until such project is completed and accepted by the Owner.

ARTICLE 3 - SPECIAL SERVICES

- 3.1 **Litigation Support.** The Offeror shall provide assistance to the Owner, if needed, in prosecuting or defending against any litigation that may arise as a result of construction of the Project. The Offeror shall be compensated for such litigation support services at hourly rates established by the parties and based on the rates for services under this Contract.
- 3.2 **Subcontracted Services with no Additional Compensation.** Subject to the terms and conditions of this Contract, including prior written approval by Owner, such approval not to be withheld unreasonably, Offeror may, when in Offeror's professional opinion it is appropriate to do so: (i) substitute persons or entities for those persons or entities providing services on a subcontractor or subconsultant basis as identified in Offeror's Proposal to Owner; or, (ii) utilize the services of other subcontractors or subconsultants, including, but not limited to, surveyors, specialized consultants, and testing laboratories, when in Offeror's professional opinion, it is appropriate to do so.

ARTICLE 4- SCHEDULE OF WORK

- 4.1 **Timetable for Completion of Services.** Time is of the essence in the performance of the Offeror's work under this Contract. Failure by Offeror to perform any phase or portion of work may be treated by Owner as a default by Offeror hereunder. The Offeror shall accomplish the work with due diligence and complete the work in accordance with the following schedule: _____
- 4.2 **Time Extensions.** In the event that the work will exceed the time frame set forth above, the Offeror shall notify Owner in writing of the reasons for the deviation from the work schedule, furnish an estimate as to the time required for completion, and request the Designated Representative's agreement to an extension of time.
- 4.2.1 Owner and Offeror shall not be responsible for delays caused by factors beyond each party's reasonable control, including, but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act within a required time frame, or delays caused solely by Contractor.

ARTICLE 5- PAYMENT FOR ARCHITECTURAL & ENGINEERING SERVICES

- 5.1 **Compensation.** The Offeror shall be compensated as follows: _____.. Invoices must

be received by the 10th of the month and payments shall be made net thirty (30) days. Payments shall be made provided that the submitted invoice is accompanied by adequate supporting documentation and is approved by the Owner.

- 5.2 **Property of Owner.** All work compensated under the Contract, including partial payments, shall become the property of Owner without limitations or restrictions. Work under the Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plans, electronic files, and other related documents. Offeror shall not be held liable for any reuse of the work and shall not be liable for any modifications made to the work by others.
- 5.3 **Additional Services.** If a major change or addition to the scope of work is required for any phase of services as set forth herein, and such changes or extensions were not caused by errors or omissions by the Offeror, an amendment to this Contract may be negotiated by the parties. Any fees and reimbursable expenses for additional services will be due and payable upon satisfactory completion and acceptance as determined solely by the Owner.
- 5.5 **Timing of Payments.** Upon completion of each phase of services, the Offeror shall submit an itemized invoice identifying the services provided under the Contract. Provided the Offeror is not in default of this Contract as defined in Article 11 and upon satisfactory completion by Offeror of such services, as determined by Owner in its sole and exclusive discretion, Owner shall pay the invoice within thirty days of approval of such invoice.
- 5.6 **Payment Conditions for Subcontractors.** The Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Offeror by the Owner for work performed by any subcontractor under this Contract:
- 5.6.1 Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to work performed by the subcontractor under the Contract; or notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 5.6.2 The Offeror shall pay interest to any subcontractor on all amounts owed by the Offeror that remain unpaid after seven days following receipt by the Offeror of payment from the Owner for work performed by the subcontractor under the Contract, except for amount withheld as allowed under paragraph 5.6.1 above. The Offeror's obligation to pay on interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the Owner. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- 5.6.3 The Offeror shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 5.6.4 Prior to receiving any payments under this Contract, if the Offeror is an individual, the Offeror shall provide its social security number to the Owner and if the Offeror is a proprietorship, or corporation, the Offeror shall provide its federal employer

identification number to the Owner. Interest shall accrue at the rate of one percent per month.

5.6.5 Contractual claims by the Offeror, whether for money or other relief, shall be submitted in writing together with all supporting documentation to the Owner no later than thirty calendar days after the occurrence of the event giving rise to the claim; however, written notice of the Offeror's intention to file such claim shall have been given to Owner no later than within five calendar days after the initial occurrence of the event upon which the claim is based. In reviewing the claim, Owner may request any additional information or documentation from the Offeror or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by Owner shall be issued to the Offeror within thirty calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Offeror.

ARTICLE 6- SPECIAL WORKING CONDITIONS

- 6.1 **Safety Precautions.** The Offeror shall exercise precaution at all times for the protection of all persons and property. The safety provisions of all applicable laws, and building and construction codes shall be observed.

ARTICLE 7- DOCUMENTS AND RECORDS

- 7.1 **Ownership of Contract Documents.** One reproducible copy each of the drawings, tracings, construction plans, specifications, maps, computer files, disks, and documents on electronic media ("Documents") prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner. Basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use. Upon completion of all work, Offeror shall provide one reproducible set of record drawings to Owner. To the extent Owner is authorized by law to do so, Owner agrees to waive all claims that Owner may have against Offeror arising out of unauthorized changes to Offeror's Documents. Owner expressly agrees and recognizes that electronic media is subject to deterioration with the passage of time.
- 7.2 **Right to Inspect Contract Documents.** Any authorized representative of the Owner shall, at all reasonable times, have a right to inspect and examine the drawings, specifications and other Contract Documents at Offeror's office during the period of their preparation.
- 7.3 **Right to Inspect Offeror's Records.** The Offeror agrees that the Owner, and any approving federal or state agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Offeror which are directly pertinent to any project for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be maintained by Offeror for at least five years after Owner has made final payment to Offeror and all other pending matters concerning a project are closed.
- 7.4 **Release of Documents.** Offeror shall not release or make available any documents, reports, information, or data supplied to or prepared or assembled by Offeror under this Contract without the prior approval of Owner.

ARTICLE 8- ASSIGNMENT AND SUBCONTRACTING OF CONTRACT

- 8.1 **Assignment.** Each party binds itself, its principals, successors, executors, administrators and assigns to perform all covenants of this Contract. Neither the Owner nor the Offeror shall assign, or transfer its interest in this Contract without the prior written consent of the other Party hereto.
- 8.2 **Delegation of Duties.** Offeror shall not subcontract, nor shall any subcontractor commence performance of any work or services without the previous written consent of the Owner. Subcontracting, if permitted, shall not relieve the Offeror of any of its obligations under this Contract. The Offeror shall be solely responsible to the Owner for the acts or faults of any such subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of the Offeror to the extent of its subcontract. As a prior condition to approval of a subcontractor, the Offeror shall provide a conformed copy of the applicable subcontract to the Owner. The Offeror and any subcontractor shall jointly and severally agree that the Owner is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

ARTICLE 9- INSURANCE

- 9.1 **Insurance Requirements.** The Offeror shall carry Public Liability Insurance and Automobile insurance in the amounts specified below, including the contractual liability assumed by the Offeror and shall deliver Certificate of Insurance, from carriers acceptable to OCPS, specifying such limits with OCPS, its officers, agents, and employees named as additional insureds. In addition, the insurer shall agree to give OCPS a thirty-day notice of its decision to modify or cancel coverage.

9.1.1 Workman's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - \$_____ Per Occurrence
Coverage C - \$_____/_____ Accident and/or Disease

9.1.2 Automobile Liability, including Owned, Non-Owned, and Hired Care Coverage.

Limits of Liability:
Bodily Injury \$_____ each occurrence
Property Damage \$_____ each occurrence

OR

Single Limit: \$_____ each occurrence
Bodily Injury
Property Damage

9.1.3 Comprehensive General Liability

Limits of Liability:
Bodily Injury \$_____ each occurrence
Property Damage \$_____ each occurrence

OR

Single Limit: \$_____ each
occurrence
Bodily Injury
Property Damage
a) Completed Operation/Products
b) Contractual Liability for Specified Agreement
c) Personal Injury

9.1.4. Excess Liability Umbrella Form

Bodily Injury and (See Note 1)
Property Damage Combined Including:

Note 1 - The intent of this insurance requirement is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella must total \$_____ per occurrence.

In addition to the above, Offeror shall submit a certificate indicating insurability at this level. The Offeror will be required to provide a Certificate of Insurance for all applicable policies that states that the Owner is endorsed on the insurance policy as an additional insured.

9.2 **Errors and Omissions Insurance Requirements.** The Offeror shall take out and maintain during the life of this Contract, Professional Liability errors and omissions insurance in an amount of at least _____ (\$_____), or the full amount of the Offeror's standard professional errors and omissions insurance policy, whichever is greater. The Offeror shall require similar coverage by all subcontractors.

9.3 **Insurance on Drawings.** Offeror shall carry full insurance coverage on drawings, specifications, and other valuable information against loss by fire, damage, destruction and theft, until the improvement contemplated has been constructed and the corrected original drawings required by the Owner have been furnished to the Owner. The cost of such full coverage, as well as the cost of all other insurance required herein, shall be included in the basic fee hereinafter set forth.

9.4 **Notice of Cancellation.** The policy or policies required hereunder shall contain the following special provision: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to":

Orange County Public Schools
Contract & Procurement Specialist
200 Dailey Drive
Orange, VA 22960

9.5 **Other Insureds.** Prior to execution of this Contract by Owner, the Offeror shall provide the Owner with an exact copy of the insured endorsement naming the entities listed in

paragraph 9.1 above as insureds, and a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Owner. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to Owner, or the Owner's legal counsel, the Offeror shall forthwith provide a new policy meeting the requirements of said persons. The insured coverage provided under the Offeror's insurance policy shall be primary with respect to the Offeror's general liability, notwithstanding other insurance covering the Owner.

- 9.6 **Insurance Not to be a Limit on Liability.** Offeror covenants and agrees that the insurance coverages required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Offeror may otherwise have, including, without limitation, liability under the indemnification provisions contained herein.

ARTICLE 10 - INDEMNIFICATION

- 10.1 **Indemnification.** The Offeror shall be responsible for the professional quality and technical competency of all services furnished by the Offeror, Offeror's employees, subcontractors, agents' and/or consultants under this Contract. The Offeror shall defend, indemnify, and hold harmless the Owner, and Owner's officers, agents, and employees from any and all liability, losses, damages, claims, causes of action, suits of any nature, judgments, fines, penalties, violations of federal, state or local laws, or regulations or directives promulgated thereunder, personal injury, wrongful death or property damage, costs, and expenses, including reasonable attorney's fees, arising out of, incidental to, or in connection with the performance of the work under this Contract, including, without limitation, acts or omissions, negligent or otherwise, by Offeror and Offeror's employees, subcontractors, agents, and/or consultants.

10.1.1 Offeror shall not be obligated under section 10.1 above to indemnify Owner for liability arising solely out of Owner's own negligence.

- 10.2 **No Limitations on Indemnification Right.** The Offeror agrees to waive any and all statutes of limitations or repose applicable to any controversy or dispute giving rise to the indemnification right set forth in the prior paragraph, which shall survive completion and/or termination of this Contract.

ARTICLE 11- DEFAULT AND TERMINATION

- 11.1 **Events of Default.** The Offeror shall be in default of this Contract in the event that Owner determines that any of the following occur:

11.1.1 The Offeror abandons or discontinues its services or operations for the Owner except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control;

11.1.2 The Offeror fails to prepare adequate drawings, plans, specifications, other Contract Documents or data, fails to provide proper administration of the construction contract, refuses or fails to follow instructions of Owner, provides services which do not meet the level and quality of services generally provided in the industry or otherwise

fails to perform satisfactorily any of the terms, conditions and provisions of this Contract and such failure continues for a period of five (5) calendar days after written notice thereof is given it by Owner.

- 11.2 **Owner's Rights in the Event of Default.** Upon the occurrence of any one or more of the events set forth in Paragraph 11.1, the Owner may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

11.2.1 Withhold payments that would otherwise be due pursuant to this Contract until the default has been cured.

11.2.2 Enjoin any breach or threatened breach by Offeror of any covenants, agreements, terms, provisions or conditions.

11.2.3 Sue for the performance of any obligation, promise or agreement devolving upon Offeror for performance, or for damages for the nonperformance thereof, all without terminating this Contract.

11.2.4 Terminate this Contract upon written notice of an intention to do so and have the services then uncompleted performed by another Offeror. In such a case, the Offeror shall be liable to the Owner for any damages allowed by law, and upon demand Offeror shall promptly pay the same to the Owner.

11.2.5 Receive from the Offeror all data, drawings, specifications, reports, estimates, summaries and any other information and materials as may have accumulated by the Offeror in performing work under this Contract whether completed or in process.

11.2.6 In the event that Offeror defaults in the performance of any of the terms, conditions or agreements contained in this Contract, Offeror agrees to pay all of Owner's reasonable attorney's fees and costs related to any enforcement proceeding. All costs and charges incurred by the Owner, together with the cost of completing the Work under Contract, will be deducted from any monies due or which may become due the Offeror. If such expense exceeds the sum which would have been payable under the Contract, then the Offeror shall be liable and shall pay to the Owner the amount of such excess.

- 11.3 **All Remedies Cumulative.** All rights and remedies granted to the Owner herein, and other rights and remedies which the Owner may have at law and in equity, are hereby declared to be cumulative and not exclusive and the fact the Owner may have exercised any remedy without terminating this Contract shall not impair the Owner's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled. In the event of termination due to non-performance, or other fault of the Offeror, Offeror shall not be entitled to any termination expenses or other fees or expenses of any kind.

- 11.4 **Termination of Contract Without Cause.** The Owner, upon seven calendar days written notice, may terminate this Contract without cause, in whole or in part, at any time; however, in the event that any of the individuals identified in Offeror's Proposal to Owner are no longer available to perform services under this Contract, Owner may terminate this Contract in whole or part immediately by providing written notice to Offeror. Upon receipt of any such notice, the Offeror shall:

11.4.1 Immediately discontinue all services affected (unless the notice directs otherwise); and

11.4.2 Deliver to the Owner all data, drawings, specifications, reports, estimates, working papers, summaries and such other information and materials as may have been prepared as part of the work or accumulated by the Offeror in performing this Contract whether completed or in process.

- 11.5 **Offeror's Right to Fee Upon Termination Without Cause.** Should the Contract be terminated for reasons other than default, the Offeror shall be entitled to and shall receive compensation for satisfactorily completed services, as certified by Offeror and verified by Owner. The percentage shall represent the amount of work satisfactorily completed to date as determined by Owner compared to the estimated amount of work to complete the phase of the work in question. Reimbursable expenses approved by Owner shall also be paid.

ARTICLE 12 - SUBSTITUTION OF PERSONNEL

- 12.1 Offeror acknowledges and agrees that the services to be provided under this Contract shall be performed by the individuals identified in Offeror's proposal and other individuals shall not be substituted to perform services under this Contract without the express prior written consent of Owner.
- 12.2 In the event the performance of services by Offeror's employees or subconsultants is or becomes unsatisfactory as determined by Owner, Owner shall have the right to request that such person or persons be replaced. Such request shall be granted within a reasonable time.

ARTICLE 13 - NON-DISCRIMINATION

- 13.1 During the performance of this Contract, the Offeror agrees as follows:
- 13.1.1 The Offeror will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 13.1.2 The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal employment opportunity employer.
- 13.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 13.1.4 The Offeror will include the provisions of the foregoing paragraphs 13.1.1, 13.1.2, and 13.1.3 in every subcontract or purchase order of over \$10,000.00 so that the

provisions will be binding upon each subcontractor or vendor.

13.1.5 Owner does not discriminate against faith based organizations.

ARTICLE 14 – FEDERAL GRANT PROVISIONS INCORPORATED

If applicable, this Contract shall be subject to the “General Terms and Conditions for Federally Funded Grant Contracts” which shall be attached hereto as an Exhibit.

ARTICLE 15 - DRUG FREE WORKPLACE

During the performance of this Contract, the Offeror agrees to: (i) provide a drug-free workplace for the Offeror'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 Offeror that the Offeror maintains a drug-free workplace; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

ARTICLE 16 - COMPLETENESS OF CONTRACT

This Contract constitutes the entire agreement between the Owner and the Offeror, and shall supersede any and all other prior negotiations, representations or agreements, either oral or written. This Contract may be amended only by written instrument signed by both parties.

ARTICLE 17 - SURVIVAL

All representations, covenants, and indemnifications made in or given by Offeror in this Contract shall survive the completion of all services of Offeror under this Contract and/or the termination of this Contract for any reason.

ARTICLE 18 - SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties hereto, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 19 - EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

The Offeror covenants that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

ARTICLE 20- EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2.-4311.2 (A) of the Code of Virginia (1950), as amended, if the Offeror is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Offeror shall provide documentation acceptable to Owner establishing that the Offeror is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Offeror shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The Owner may void this contract if the Offeror fails to remain in compliance with the provisions of this section.

ARTICLE 21 - GOVERNING LAW AND VENUE

This Contract and all claims, disputes, and other matters relating to this Contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance, without giving effect to Virginia's choice of law provisions. Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Orange County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

Offeror Name

By: _____

Title: _____

Date: _____

Orange County Public Schools

By: _____

Title: _____

Date: _____

Exhibit "A"

Definitions

- 1.1 **APPROVAL BY OWNER.** The formal acceptance of an item, without taking on responsibility for design or intent, which has been certified to be correct by the Offeror.
- 1.2 **CERTIFY, CERTIFICATION.** Offeror's opinion and professional judgment, based upon his observation of conditions, knowledge, information, and beliefs.
- 1.3 **CONSTRUCTION CONTRACT.** The contract for construction with the successful bidder, including, without limitation, the plans, specifications, bid documents, general and supplemental conditions.
- 1.4 **CONTRACT DOCUMENTS.** This contract, request for proposal documents, Offeror's proposal.
- 1.5 **DESIGNATED REPRESENTATIVE.** The person or persons identified by Owner as being authorized to act on behalf of Owner under this Contract. In the absence of any such designation, Owner's Designated Representative shall be the project manager for Owner.
- 1.6 **ESTIMATE.** An opinion of probable construction cost made by Offeror.
- 1.7 **GUARANTEE PERIOD.** One year from the date of project acceptance by the Owner.
- 1.8 **INSPECT, INSPECTION.** The visual observation of construction to permit the Offeror to render his professional opinion as to whether the Contractor is performing the Work in a manner in accordance with the Contract Documents.
- 1.9 **RESIDENT OFFEROR.** The person responsible for the on-site supervision of the project and subject to the authority of the Offeror.
- 1.10 **TESTING LABORATORY.** The Professional Testing organization responsible for conducting the specified testing for the Project and subject to the approval by the Owner.
- 1.13 **OCPS.** Orange County Public Schools

Appendix J: Additional Information

A- Geotechnical Report dated October 2, 2024 from Timmons Group

REVISED GEOTECHNICAL ENGINEERING REPORT

ORANGE COUNTY HIGH SCHOOL CTE
ORANGE COUNTY, VIRGINIA

JOB NUMBER: 68316

PREPARED FOR:

ORANGE COUNTY PUBLIC SCHOOLS
TAYLOR EDUCATION ADMINISTRATION COMPLEX
200 DAILEY DRIVE
ORANGE, VA 22960

OCTOBER 2, 2024

REVISED: NOVEMBER 1, 2024



TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

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APPENDICES

- Appendix A Figures
- Appendix B Boring Logs
- Appendix C Laboratory Test Results

EXECUTIVE SUMMARY

For your convenience, this report is summarized in an outline form below. This brief summary should not be used for design or construction purposes without reviewing the more detailed conclusions and recommendations contained in this report.

1. The subsurface exploration included a visual site reconnaissance, the performance of eight test borings to depths of approximately 9 to 14 feet below the ground surface and quantitative laboratory testing.
2. The borings encountered approximately two to three inches of surficial topsoil. Beneath the topsoil, existing fill soils were encountered in a majority of the borings to depths of 2 to 8.5 feet. These soils consisted of moderate to high consistency clays, silts, and sands. Beneath the topsoil or fill soils, undisturbed residual soils were encountered to depths up to approximately 12 feet. These soils consisted of low to moderate consistency clays, silts, and sands. Weathered rock was encountered in Borings B-01 through B-06 and B-08 at depths of approximately 6 to 12 feet below the existing ground surface and extended to boring termination or auger refusal depths. At the time of exploration, water was not encountered in the borings.
3. We recommend that site grading be conducted during the typically warmer summer months.
4. Near-surface soils appeared relatively stiff in most of the borings. However, these soils can become unstable from construction equipment traffic, particularly if prevailing weather conditions are poor. If weather conditions are favorable (hot and dry conditions), it may be possible to repair unstable soils in place by scarification, drying, and recompaction. In poor weather conditions, undercutting and replacement of unstable soils will likely be required, or these soils will need to be chemically conditioned, with lime (AASHTO M216), to facilitate drying and allow for recompaction. Lime application and mixing should be conducted in accordance with the 2020 VDOT Road and Bridge Specifications.
5. Based on our test borings, the majority of the near surface soils appeared to be highly plastic. Highly plastic soils are susceptible to shrink and swell behavior. Therefore, we recommend that highly plastic soils (CH/MH) not be used as structural fill within 2 feet of finished subgrade in the building pad. When encountered, low plasticity soils, excluding topsoil and debris laden soils, should be suitable for re-use as structural fill. The drying of on-site soils should be anticipated prior to their use as structural fill.
6. The proposed building may be supported on shallow foundations designed using an allowable bearing pressure of 3,000 psf. Foundations should bear at least 36 inches below the exterior grade to provide frost protection, develop the bearing capacity and to help mitigate the potential shrink/swell behavior from the near surface highly plastic soils. The overexcavation and replacement of existing fill soils will be required beneath the foundations.



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November 1, 2024

Orange County Public Schools
Taylor Education Administration Complex
200 Dailey Drive
Orange, VA 22960

Attention: Mr. Douglas Arnold

Re: **Revised Geotechnical Engineering Report**
Orange County High School CTE
201 Selma Road
Orange County, Virginia
Timmons Group Project No. 68316

Mr. Arnold:

Timmons Group is pleased to submit this geotechnical engineering report for the referenced project. The objectives of our services were to explore subsurface conditions and provide our geotechnical recommendations for site grading, foundation support, and pavement support.

This report is a revision to our previously submitted Geotechnical Engineering Report dated October 2, 2024. This Revised Geotechnical Engineering Report includes updates to the encountered fill depth in Boring B-08.

1. PROJECT INFORMATION

The site is on the Orange County High School campus at 201 Selma Road in Orange County, Virginia. A Site Vicinity Map is shown on Figure 1. The site currently consists of active athletic fields for the high school. Based on our review of available on-line historical aerial photographs, this site appears to have experienced prior development and site disturbance activities within the past couple of decades.

We understand that this is site being considered for the construction of an educational facility, consisting of a new one-story building, asphalt parking lots and drive aisles. The proposed building will be approximately 30,000 square feet with a finished floor elevation of approximately 455 feet. We anticipate that no more than three feet of cut or fill will be required to reach the proposed finished grades. At the issue of this report, structural loading information was not unavailable.

However, based on our experience with similar projects, we assumed that maximum column and wall loads will not exceed 100 kips and 4 kips per linear foot, respectively. If the actual structural loads are greater than what is stated in the report, then we should be contacted to review our recommendations.

2. FIELD EXPLORATION

The field exploration included a visual site reconnaissance by a representative of Timmons Group and the performance of eight soil test borings (B-01 through B-08). Boring locations were selected by Timmons Group. A representative of Timmons Group established boring locations in the field using GPS equipment. Approximate boring locations are shown on Figure 2 in Appendix A.

Borings were performed to depths of approximately 9 to 14 feet below the existing ground surface with hollow stem auger drilling techniques. Auger refusal was encountered in Borings B-01 through B-05. Split-spoon samples of subsurface soils were taken within soil test borings at approximate 2-foot intervals above a depth of 10 feet and at 5-foot intervals below 10 feet. Two bulk samples of near-surface soil cuttings were also collected. Standard Penetration Tests were conducted in conjunction with split-spoon sampling in general accordance with ASTM D 1586.

Water levels were measured in open borcholes at the time of drilling. Representative portions of split-spoon soil samples and the bulk samples were returned to our laboratory for quantitative testing and visual classification in general accordance with Unified Soil Classification System guidelines.

Boring logs and a generalized soil profile (Figure 3), which present specific information from the borings, are included in the Appendix. Stratification lines shown on the boring logs and profile are intended to represent approximate depths of changes in soil types. Naturally, transitional changes in soil types are often gradual and cannot be defined at particular depths. Ground surface elevations shown on these documents were interpolated from the project topographic plan and should be considered approximate.

3. LABORATORY TESTING

Laboratory testing was performed on representative split-spoon and bulk soil samples obtained from the borings. This testing consisted of natural moisture contents, Atterberg limits, grain size analyses, Standard Proctors, California Bearing Ratio (CBR), and one-dimensional remolded swell tests. Laboratory tests were performed in general accordance with applicable ASTM procedures. Individual laboratory test data sheets are provided in the Appendix. A summary of laboratory test data is provided in the tables below.

Natural Moisture and Classification Tests

Boring	Sample	Depth (Feet)	Natural Moisture Content (%)	Atterberg Limits			Grain Size Analysis			USCS Classification
				LL	PL	PI	% Sand	% Fines*	% Gravel	
B-01	S-2	2-3.5	21.7	52	30	22	27.1	55.5	17.4	MH
B-03	Bulk	0-5	18.2	62	26	36	24.1	72.2	3.7	CH
B-03	S-3	4-5.5	28.9	59	30	29	17.7	81.3	1.0	CH
B-04	S-2	2-3.5	30.3	--	--	--	--	--	--	MH**
B-04	S-3	4-5.5	31.6	58	31	27	8.6	91.4	0.0	MH
B-05	S-1	0-1.5	25.6	--	--	--	--	--	--	CH**
B-06	S-1	0-1.5	22.8	--	--	--	--	--	--	MH**
B-06	S-2	2-3.5	28.7	--	--	--	--	--	--	MH**
B-07	Bulk	0-5	25.9	66	60	36	18.2	77.2	4.6	CH

*Material passing No. 200 sieve (clay and silt)

**Visual Classification

Standard Proctor and CBR Testing

Boring	Depth (Feet)	Natural Moisture Content (%)	Standard Proctor		CBR	%Swell (0.1")	USCS Classification
			Optimum Moisture Content (%)	Maximum Dry Density (pcf)			
B-03	0-5	18.2	21.6	104.3	6.8	0.8	CH
B-07	0-5	25.9	24.5	98.8	6.9	1.2	CH

Based on the Atterberg limits testing, near-surface soils are of high plasticity. Based on comparison of natural moisture contents to the optimum moisture contents of the bulk samples, near-surface soils appear near to wet of optimum moistures. The time of year the grading occurs will likely have a significant impact on the moisture levels of near-surface soils.

To measure the expansive properties of the on-site soils, a one-dimensional swell test (ASTM D 4546) was performed on a remolded bulk sample of the soils obtained from Boring B-03. The remolded sample was compacted to approximately 99% of its Standard Proctor maximum dry density and approximately 2 percent dry of optimum moisture. The measured swell strain (percent heave) and swell pressure is shown below.

Swell Test Data

Boring	Depth (Feet)	Swell Strain (Heave %)	Swell Pressure (psf)	USCS Classification
B-03	0-5	2.6	3,500	CH

These values of swell strain and swell pressure are considered to be relatively low.

4. SITE GEOLOGY

According to the 1993 Geologic Map of Virginia, the site is located in the Piedmont Physiographic Province of Virginia. The Piedmont is characterized by low, rounded hills composed of saprolitic soils overlying folded metamorphic and igneous bedrock. Triassic-age sedimentary basins, bounded by normal faults, are also located within the Piedmont region, trending along northeast-southwest axes. Diabase dikes, trending north-south to northwest-southeast, are common in some areas of the Piedmont. These dikes are related to the extensional tectonics that formed the Triassic Basins.

Locally, the site is underlain by the Catoctin Formation. The Catoctin Formation consists of Proterozoic Z-Cambrian aged soils. The majority of undisturbed soils in the Catoctin Formation were formed from the chemical weathering of parent bedrock and are termed “residual” soils. In many locations, the transition zone between soil and rock is not well defined. Locally, the transition zone is termed weathered rock. For engineering purposes, weathered rock is defined as residual material in which Standard Penetration Test N-values are 60 blows per foot or greater.

5. SUBSURFACE CONDITIONS

The following is a summary of subsurface conditions encountered during the exploration.

5.1 Ground Surface Cover

The borings encountered approximately 2 to 3 inches of surficial topsoil.

5.2 Existing Fill Soils

Beneath the topsoil, existing fill soils were encountered within Borings B-01, B-02, B-05, B-06, and B-08 to depths of 2 to 8.5 feet below the ground surface. These soils consisted of medium stiff to very stiff highly plastic clay (CH), elastic silt (MH), and very dense silty sand (SM). Standard

Penetration Test (SPT) N-values within the fill ranged from 7 blows per foot (bpf) to 50 blows over 4 inches.

The fill at this site is considered uncontrolled, as there is no known documented evidence that the fill was placed in controlled lifts and compacted under the supervision of a qualified geotechnical representative. As detailed later in this report, we provide recommendations for these soils when they are present within the proposed building and pavement areas.

5.3 Residual Soils

Beneath the fill soils or topsoil in the remaining borings, undisturbed residual soils were encountered to depths up to approximately 12 feet below the ground surface. These soils consisted of medium stiff to hard highly plastic clay (CH), elastic silt (MH), silt (ML), and medium dense clayey sand (SC). SPT N-values within the soil profile ranged from 6 to 45 blows per foot (bpf).

5.4 Weathered Rock

Weathered rock was encountered in Borings B-01 through B-06 and B-08 at depths of approximately 6 to 12 feet below the existing ground surface and extended to boring termination or auger refusal depths. Weathered rock is residual material derived from the physical and chemical weathering of underlying parent rock. Weathered rock is defined as a residual material having Standard Penetration Test N-values of 60 blows per foot or greater. Weathered rock was sampled primarily as clayey sand (SC) and silty sand (SM).

5.5 Auger Refusal Materials

Materials refusing auger advancement were encountered in Borings B-01 through B-05 at depths of approximately 10.5 to 17 feet below the ground surface. Auger refusal materials could represent competent bedrock or hard lenses within the weathered rock profile.

5.6 Groundwater

At the time of exploration, water was not encountered in the borings. It is important to realize that groundwater levels will fluctuate with changes in rainfall and evaporation rates. In addition, perched groundwater could be encountered within near-surface soils, particularly after rainfall.

6. CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based upon our borings, laboratory testing, engineering analysis, and our past experience with similar projects and subsurface conditions.

When reviewing our recommendations, it is important to note the prior development activities have occurred at this site. Based on our past experience with previously developed sites, unexpected subsurface conditions are often encountered. These conditions could include zones of low-consistency fill, debris-laden materials, abandoned utilities, and others. These conditions, if encountered, can be addressed by on-site engineering evaluation at the time of construction.

6.1 Site Preparation

6.1.1 General

Site grading will be difficult during periods of extended rainfall and low temperatures that generally occur during late fall to early spring the months. Near-surface soils are very moisture sensitive. If grading is conducted during a wet time period, soils will tend to rut and pump under rubber-tired traffic and provide poor subgrade support for slabs on-grade and pavements. Heavy rubber-tired construction equipment should not be allowed to operate on wet or unstable subgrades at this site due to the potential for rutting and other damage to the soils. To reduce potential earthwork problems, site preparation and grading should be scheduled during the typically warmer summer months, if possible. We recommend that exposed subgrades be sloped and sealed at the end of each day to promote runoff and reduce infiltration from rainfall.

Site preparation should begin with clearing and grubbing of existing vegetation, stripping of topsoil, demolition of existing structures and their foundations, and the removal of any other unsuitable materials. Approximately 2 to 3 inches of topsoil was encountered in the borings. However, stripping activities often mix topsoil with underlying “clean” soils and cause stripping depths to be greater than actual topsoil depths, particularly during wet periods of the year. Topsoil should be wasted from the site or permanently stockpiled outside the proposed construction limits.

6.1.2 Existing Utilities

We recommend that any existing underground utilities that are present in the proposed building area be relocated at least 15 feet beyond the proposed building limits. Abandoned utilities should be removed from the site. Past experience indicates that poorly compacted fill soils are often located within utility trenches. For utilities that are to be removed, we recommend that trenches be cleaned of all backfill soils and backfilled with structural fill compacted to levels recommended in this report. If certain utility lines must remain in place in their current location, we recommend that the suitability of trench backfill be evaluated on a case-by-case basis.

6.1.3 Subgrade Evaluation

After stripping, exposed soil subgrades in areas to receive fill, and finished subgrades, should be evaluated by the Geotechnical Engineer or his representative. To aid the engineer during this evaluation, exposed soil subgrades should be proofrolled with a loaded tandem axle dump truck

or equivalent. Proofrolling will help to reveal the presence of unstable or otherwise unsuitable surface materials. The following methods are typically used to repair soil subgrades that are observed to rut, pump, or deflect excessively during proofrolling:

- Undercut the unstable soils to firm soils and replace them with suitable, well compacted fill.
- In-place repair of near-surface soils by scarifying, drying and recompacting, when weather conditions are suitable.

Near-surface soils appeared relatively stiff in the borings. However, these soils can become unstable from construction equipment traffic, particularly if prevailing weather conditions are poor. If weather conditions are favorable (hot and dry conditions), it may be possible to repair unstable soils in place by scarification, drying, and recompaction. In poor weather conditions, undercutting and replacement of unstable soils will likely be required, or these soils will need to be chemically conditioned with lime (AASHTO M216) to facilitate drying and allow for recompaction. Lime application and mixing with on-site soils should be conducted in accordance with the 2020 VDOT Road and Bridge Specifications.

6.1.4 Existing Fill

Past site development activities on this site have resulted in the presence of fill soils on portions of the site. We offer the following recommendations for the building foundations, building slabs-on-grade, and the proposed pavement areas.

- Building Foundations – Existing fill was encountered within the proposed building area. Existing fill is not considered suitable for direct support of shallow foundations. As discussed in the Foundations section of this report, we recommend that existing fill materials beneath the building's foundations be overexcavated and replaced.
- Building Slabs-On-Grade – Existing fill may remain in place beneath the building slabs-on-grade provided the fill is stable when proofrolled, not excessively debris laden. In our opinion, provided the existing fill soils are stable during the proofroll and are not contaminated with debris materials, the risk of excessive slab-on-grade settlement above the existing fill appears relatively low. If the above risk cannot be accepted, we recommend existing fill beneath the building be over excavated and replaced with structural fill.
- Pavement Areas - Within the parking lot and drive areas, subgrades should be evaluated on a case-by-case basis. Based on the borings, the stiffness of existing fill soils is expected to vary considerably throughout the site.

The amount of repairs will likely depend on the in-place density of the soil, the soil moisture content, debris content, level of construction traffic on exposed subgrades prior to proofrolling,

and prevailing weather conditions at the time of grading. As such, it is not possible to accurately quantify the amount of repairs needed.

6.2 Excavations

We expect that excavations will extend through moderate consistency soils. Based on the borings, we do not expect excavations to extend to the weathered rock materials. Past experience indicates that moderate consistency soils can be excavated by routine earth moving equipment.

Soil types with respect to trench safety must be evaluated on a case-by-case basis. The Contractor should be responsible for all site safety, including the determination of appropriate trench safety measures according to OSHA guidelines. The contractor should be prepared to control and remove groundwater seepage that occurs within excavations.

Groundwater was not encountered in the borings at the time of drilling. However, the contractor should be prepared to control and remove groundwater or surface runoff that collects within excavations.

6.3 Re-use of On-site Soils as Structural Fill

Based on our test borings, the majority of the near surface soils appeared to be highly plastic. However, when encountered low plasticity soils, excluding those with more than 5 percent organics or debris, should be suitable for re-use as structural fill, provided the moisture content can be properly controlled. Highly plastic soils (Liquid Limit (LL) > 50 or Plastic Index (PI) > 30) should not be used as structural fill within 2 feet of finished subgrade in the building pad area.

Based on visual observation and comparison of the measured natural moisture contents of the bulk soil samples to the optimum moisture contents from the Standard Proctor tests, near-surface soils appear near to wet of the optimum moistures. As such, drying of some on-site soils should be anticipated prior to their re-use as structural fill. Prevailing weather conditions will have a significant impact on the amount of moisture manipulation (i.e., drying or wetting) required prior to fill placement. We recommend the use of lime for drying of soils be thoroughly considered if site grading will occur during a period of poor prevailing weather. Highly plastic soils are often difficult to dry and manipulate, even during favorable weather conditions.

6.4 Structural Fill

On site soils used for structural fill should be free of debris, contain less than 5 percent organics, have a maximum particle size of 3 inches, have a maximum liquid limit (LL) of 50, and have a maximum plasticity index (PI) of 30. Again, highly plastic soils (LL > 50 or PI > 30) should not be used as structural fill within 2 feet of the finished subgrade in the building pad area. Imported materials used as structural fill should consist of sands (USCS types SC, SM, SP) or well-graded

gravels (GM), have a maximum LL of 30, have a maximum PI of 15, and otherwise meet the requirements above.

Structural fill should be placed in maximum 8 to 10-inch loose lifts and compacted to at least 95 percent of the Standard Proctor maximum dry density (ASTM D 698). The final 12 inches of subgrade soils in building and pavement areas should be compacted to at least 98 percent of the Standard Proctor maximum dry density. Structural fill should be maintained within 3 percent of optimum moisture during placement and compaction.

Site preparation, including fill placement and compaction, should be observed by a qualified soils technician working under the direction of the Geotechnical Engineer. During fill placement, a sufficient amount of in-place density tests should be conducted to confirm that compaction and fill moisture is in accordance with our recommendations.

6.5 Permanent Cut and Fill Slopes

Permanent cut and fill slopes should have inclinations of 3(H):1(V) or flatter for long term stability and erosion control. Localized zones of perched groundwater may be present within the near surface soils following periods of rainfall. If seepage is observed along permanent cut slopes, flattening of the slope angle, installation of a toe drain or other measures may be required to improve long-term stability.

Based on our experience, compaction equipment often has difficulty compacting soils along the faces of fill slopes. As such, we recommend that fill slopes be slightly overbuilt and then cut back to the design geometry, leaving the slope face compacted to the required degree.

6.6 Building Foundations

For the purpose of this report, we have assumed that maximum column and wall loads will not exceed 100 kips and 4 kips per linear foot, respectively. If the actual structural loads are greater than what is stated in the report, then we should be contacted to review our recommendations.

Based on the borings, the assumed structural loads, and our analysis, the proposed building may be supported on shallow foundations supported in undisturbed soils or new structural fill overlying undisturbed soils. Existing fill soils are not considered acceptable for foundation support. Shallow foundations may be designed using an allowable bearing pressure of 3,000 pounds per square foot (psf). Column and continuous wall foundations should be at least 24 and 18 inches wide, respectively. This recommendation is made to prevent a localized or “punching” shear failure condition which can occur with very narrow footings. Foundations should bear at least 36 inches below the exterior grade to provide frost protection, develop the bearing capacity and to help mitigate the potential shrink/swell behavior from the near surface highly plastic soils.

Based on the borings and assuming a foundation bearing elevation of approximately 451 feet, maximum over-excavation depths are expected to be approximately 2 to 4 feet below the design foundation bearing elevation. Based on the borings, it appears that over-excavation will be required for most of the foundations for the building.

Foundation excavations should be evaluated by the Geotechnical Engineer or his representative prior to reinforcing steel and concrete placement. The evaluation should involve probing of foundation bearing surfaces, advancing shallow hand auger borings, and dynamic cone penetrometer (DCP) testing. If soft or existing fill foundation bearing soils are encountered, they should be overexcavated and replaced with VDOT No. 57 stone. The VDOT No. 57 stone should be placed in maximum lift thicknesses of 18 inches, and each lift should be compacted with vibratory compaction equipment or possibly by tamping the stone lifts repeatedly (and uniformly) with an excavator bucket.

If groundwater or surface water runoff collects in any excavation, it should be removed promptly. Care should be exercised during construction of foundations in order not to disturb bearing soils and reduce their bearing strength. Concrete for the foundations should be placed as soon as practical following excavation. If concrete placement is delayed, placement of a concrete “mud mat” on exposed bearing soils should be considered.

6.7 Foundation Settlement

Based on the assumed structural loads and our analysis, we expect that total foundation settlements for the building foundations will be one inch or less. Our settlement estimate is based on an applied bearing pressure of 3,000 psf. Differential settlements should be less than ½ inches for footings bearing on similar materials.

6.8 Slab-On-Grade

The slab-on-grade can be adequately supported on suitable in-place soils or new structural fill, provided the site preparation and fill placement procedures outlined in this report are implemented. As previously stated, there is potential settlement risk with leaving existing fill beneath the building slabs-on-grade. However, in our opinion, provided the existing fill soils are stable during the proofroll and are not contaminated with debris materials, the risk of excessive slab-on-grade settlement above the existing fill appears relatively low. If this risk is deemed unacceptable, then the existing fill materials should be over excavated and replaced with structural fill.

It is our opinion that a modulus of subgrade reaction of 100 pci is applicable for slab-on-grade design. We recommend the slab-on-grade be separated from building foundations to allow for relative displacement.

In addition, we recommend that a minimum of 6 inches of VDOT 21B stone be considered for placement beneath concrete slabs to help provide uniformity in slab subgrade support. We recommend that the stone be compacted to at least 98 percent of its Standard Proctor maximum dry density (ASTM D 698). A vapor barrier should be installed beneath the slab in accordance with ACI 302.1 (Guide to Concrete Floor and Slab Construction).

Exposure to the environment and construction activities will weaken the floor slab subgrade soils. Therefore, we recommend that subgrade soils in slab areas be evaluated prior to crushed stone placement. If deterioration of soils has occurred, undercutting may be necessary.

6.9 Seismic Site Classification

Based on our test borings and our past experience, it is our opinion the site should be considered Seismic Site Classification C in accordance with current Virginia Building Code.

6.10 Pavement Support

Our analysis assumptions and recommendations for the proposed flexible pavements are presented below. The assumed traffic loading should be reviewed for accuracy. If traffic loading will exceed our assumptions, we should be contacted to revisit the recommendations presented below.

Pavement analyses were performed to calculate the necessary pavement thicknesses for on-site flexible pavements. Laboratory testing of near surface soils returned California Bearing Ratio (CBR) values of 6.8 and 6.9. However, based on our experience with similar highly plastic soils a California Bearing Ratio (CBR) value of 5 percent was used for pavement design assuming the in-place subgrade soil is compacted to at least 98 percent of its standard Proctor maximum dry density. Pavement thickness design procedures are based on the "AASHTO Guide for Design of Pavement Structures, 1993" and associated literature. The following is a summary of pavement.

At the issue of this report, traffic loading information was unavailable. However, our understanding is that the proposed pavement sections will be subject to predominately lightweight vehicles with an occasional tractor trailer for deliveries. For the purpose of this report, we have assumed the traffic loading will not exceed more than 100 vehicles per day with one percent of this traffic consisting of tractor trailers. The design parameters for the pavement section were as follows: ESAL factor of 01.05 for heavy trucks (tractor trailers), a design life of 20 years, terminal serviceability = 2.5, reliability = 85%, initial serviceability = 4.2, standard deviation = 0.49 for flexible asphalt pavements.

The following table provides our recommendations for on-site flexible asphalt pavements.

Flexible Pavement Section
1.5 Inches VDOT SM-9.5A (Placed in single lift)
2.5 Inches VDOT BM-25.0 (Placed in single lift)
8 Inches VDOT 21B

Although our analysis was based on a 20-year design life, our experience indicates that an overlay may be needed in approximately 10 to 12 years due to normal weathering (oxidation) of the asphaltic concrete. Also, some areas could require repair in a shorter time period.

All materials and construction methods should conform to the 2020 VDOT Road and Bridge Specifications. To confirm that the base course stone has been uniformly compacted and meets VDOT density requirements, in-place density tests should be performed by a qualified soils technician and the area should be thoroughly proofrolled under his observation.

Important factors regarding pavement performance are the condition of subgrade soils at time of construction and post construction drainage. We recommend that all pavement subgrade areas be evaluated prior to base course stone placement. Any areas which deflect or rut during proofrolling must be repaired prior to stone placement. Sufficient testing and observation should be performed during pavement construction to confirm that the required thickness, density, and quality requirements of the specifications are followed.

7. LIMITATIONS OF REPORT

The recommendations contained in this report are made on the basis of the site information made available to us and the surface and subsurface conditions that existed at the time of the exploration. While this exploration has been conducted in accordance with generally accepted geotechnical engineering practices, there remains some potential for variation of the subsurface conditions in unexplored areas of the site. If the subsurface conditions encountered during construction vary significantly from those presented in this report, we should be notified to reevaluate our recommendations. No other warranty, expressed or implied, is made as to the professional advice included in this report.

8. CLOSURE

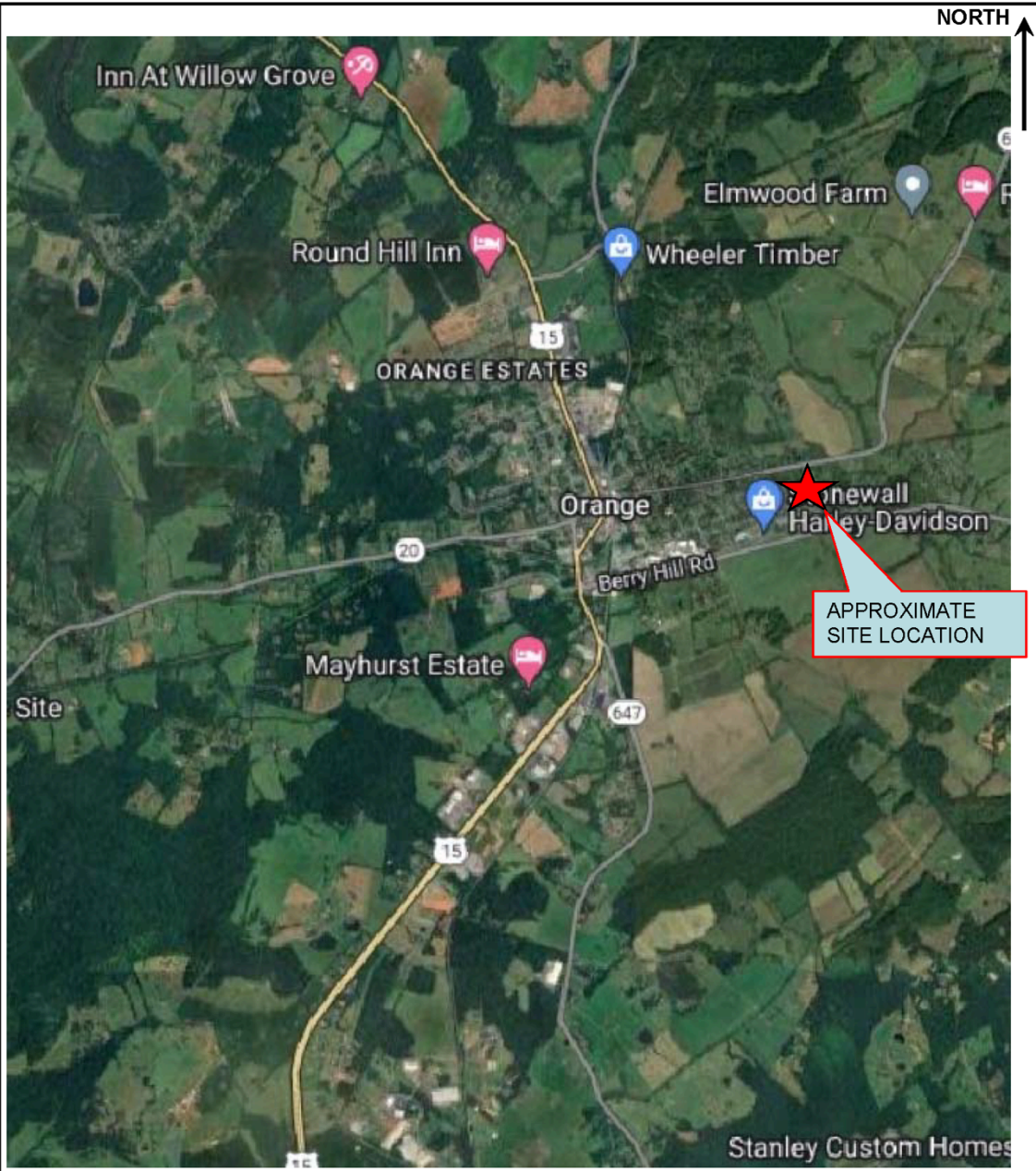
We appreciate this opportunity to be of service to you on this project. If you have any questions regarding this report, or if we can be of further assistance, please contact us at (804) 200-6500.

Respectfully submitted,
TIMMONS GROUP



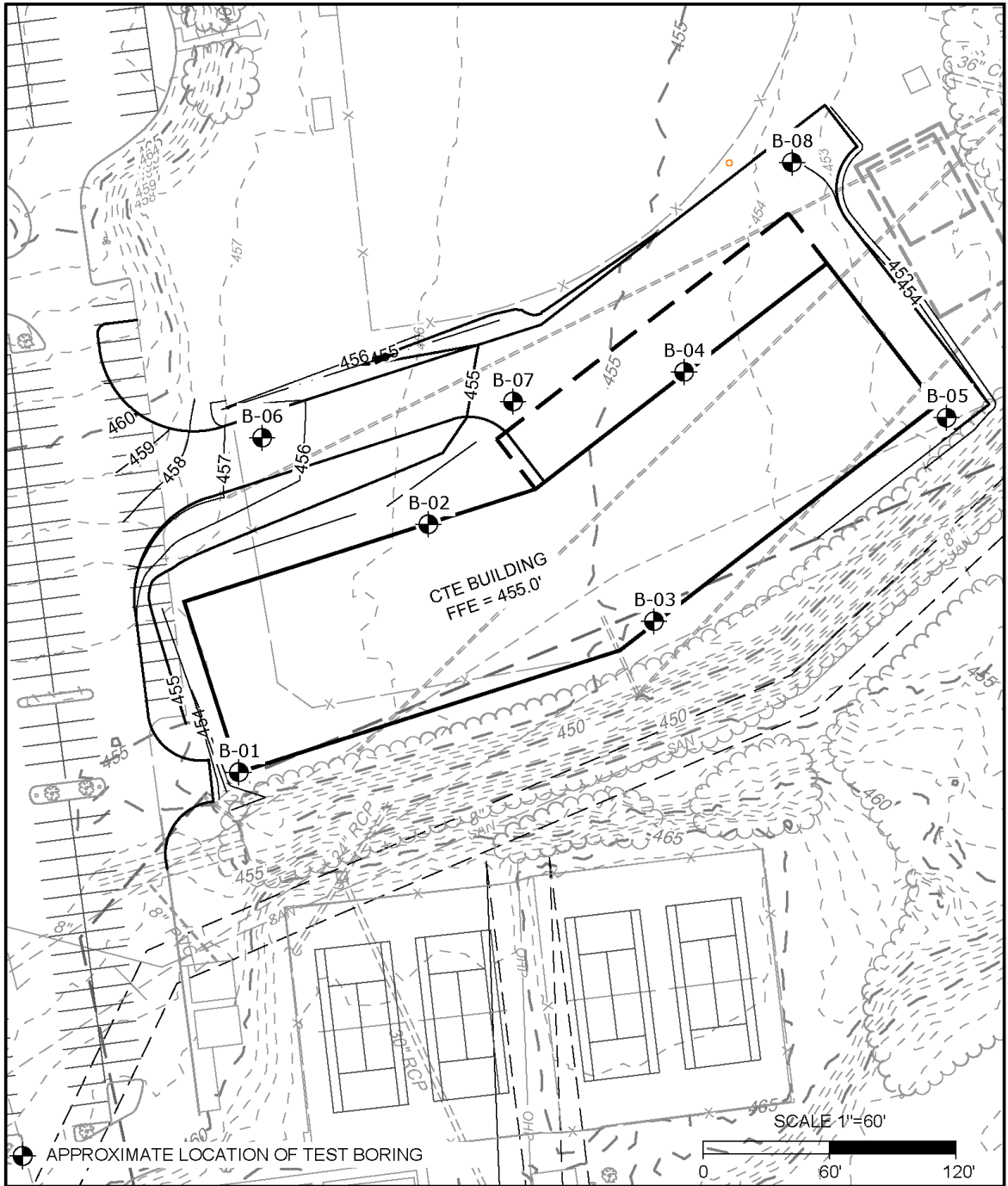
Julian M. Ruffin IV, P.E.
Geotechnical Engineer
VA Registration No. 050631





Source: Google Maps

SCALE: NTS		SITE VICINITY MAP ORANGE COUNTY HIGH SCHOOL CTE ORANGE COUNTY, VA	FIGURE 1
CHECKED BY: JNR			
PLOTTED BY: JMR			
DATE: 8-23-2024			
PROJECT NUMBER: 68316			



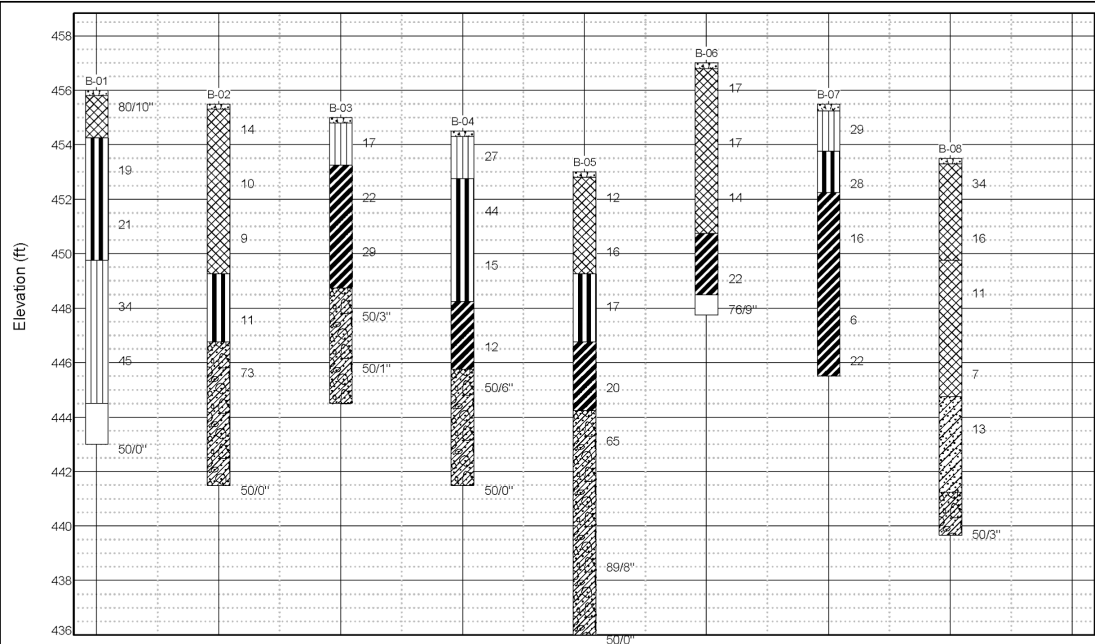
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THIS DRAWING PREPARED AT THE
Corporate Headquarters
1500 Boulder Parkway | Richmond, VA 23225
TEL: 804.230.6100 FAX: 804.560.1016 www.timmons.com

ORANGE COUNTY HIGH SCHOOL CTE				DATE		REVISION DESCRIPTION	
ORANGE COUNTY - VIRGINIA							
BORING LOCATION PLAN							

TO SUBSURFACE PROFILE V2.0 - GINT STD US LAB.GDT - 11/1/24 17:15 - Y:\810\GINT\TECHNICAL\PROJECTS\2024\PROJECTS\810\ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ



Lithology Symbols

Topsoil
 Fill (made ground)

Elastic Silt
 Silt

Weathered Rock
 High Plasticity Clay

Clayey Sand

Groundwater Symbols

At End of Drilling
 At 24 Hours

Exploration Symbols

B-01 (Exploration ID)

13 (N-Value)

53% 98%(RQD REC)

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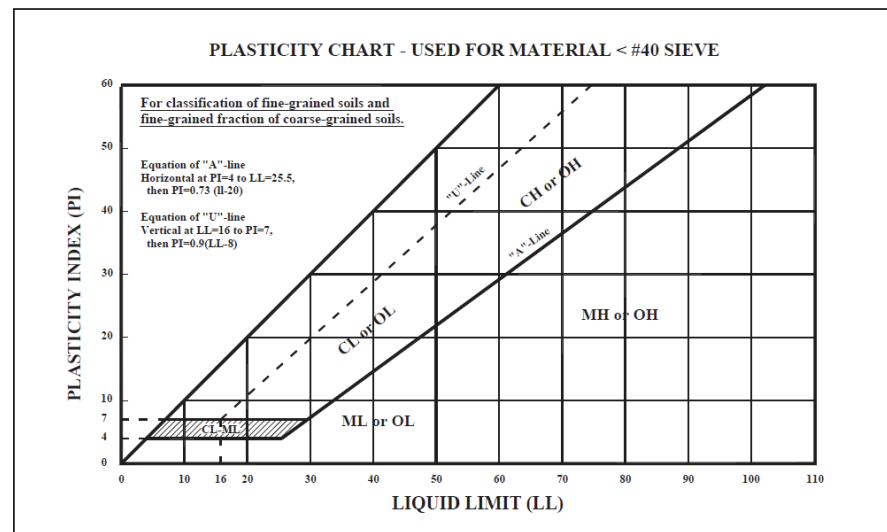
Fence Diagram		
Orange County High School CTE Orange County, Virginia		
PROJECT NUMBER 68316	DRAWN BY JR	DATE DRAWN 11.1.2024
HORIZONTAL SCALE NTS	APPROVED BY JR	FIGURE 3
VERTICAL SCALE NTS		

APPENDIX B
BORING LOGS

KEY TO BORING LOG TERMINOLOGY

Relative Density – Used for soils with less than 50% passing No. 200 sieve		Consistency – Used for soils with 50 percent or more passing No. 200 sieve	
Relative Density	SPT N-Value (blows/ft)	Consistency	SPT N-Value (blows/foot)
Very Loose	0 to 3	Very Soft	0 to 1
Loose	4 to 9	Soft	2 to 4
Medium Dense	10 to 29	Medium Stiff	5 to 8
Dense	30 to 50	Stiff	9 to 15
Very Dense	Greater than 50	Very Stiff	16 to 30
		Hard	31 to 50
		Very Hard	Greater than 50

Grain Size Terminology (U.S. Standard Sieves)		Natural Moisture Content	
Term	Particle Size		
Boulder	12 inches +	Dry	Very little apparent moisture, dusty
Cobble	3 to 12 inches		
Coarse Gravel	¾ to 3 inches		
Fine Gravel	#4 to ¾ inches	Moist	Damp, but no free water visible
Coarse Sand	#10 to #4		
Medium Sand	#40 to #10		
Fine Sand	#200 to #40	Wet	Visible free water, or in cohesive soil, clearly saturated
Silt and Clay	<#200		



SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



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BORING B-01
PAGE 1 OF 1

PROJECT NUMBER 68316	PROJECT NAME Orange County High School CTE
CLIENT Orange County Public Schools	PROJECT LOCATION Orange County, Virginia
DATE STARTED 9/12/2024 COMPLETED 9/12/2024	GROUND ELEVATION 456 ft HOLE DEPTH 13 feet
DRILLING CONTRACTOR Central Virginia Utilities	BOREHOLE WATER LEVELS:
DRILLING METHOD Hollow Stem Auger	AT TIME OF DRILLING --- Not encountered
LOGGED BY Julian Ruffin CHECKED BY	AT 24 HOURS DRILLING ---
NOTES	
CAVE DEPTH	

TG GEOTECH BH LOG V2.1 - GINT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0							
	456	TOPSOIL: topsoil, (2 Inches)		S-1, SPT 80/10"			
		SILTY SAND WITH GRAVEL, (SM): dark brown, fine to coarse grained, moist, very dense, fill		S-2, SPT 9-8-11 (19)			
		SANDY ELASTIC SILT WITH GRAVEL, (MH): red-brown, moist, very stiff		S-3, SPT 6-10-11 (21)			
5							
	450	SANDY SILT, (ML): orangeish brown and gray, moist, hard		S-4, SPT 8-11-23 (34)			
		Orangeish brown		S-5, SPT 17-17-28 (45)			
10							
	445	Weathered decomposed rock, No Recovery					
		Refusal at 13.0 feet. Bottom of borehole at 13.0 feet.		S-6, SPT 50/0"			



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BORING B-02
PAGE 1 OF 1

PROJECT NUMBER 68316	PROJECT NAME Orange County High School CTE
CLIENT Orange County Public Schools	PROJECT LOCATION Orange County, Virginia
DATE STARTED 9/12/2024 COMPLETED 9/12/2024	GROUND ELEVATION 455.5 ft HOLE DEPTH 14 feet
DRILLING CONTRACTOR Central Virginia Utilities	BOREHOLE WATER LEVELS:
DRILLING METHOD Hollow Stem Auger	AT TIME OF DRILLING --- Not encountered
LOGGED BY Julian Ruffin CHECKED BY	AT 24 HOURS DRILLING ---
NOTES	
CAVE DEPTH	

TG GEOTECH BH LOG V2.1 - GINT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0	455	TOPSOIL: topsoil, (2 Inches)		S-1, SPT 7-6-8 (14)			
		SANDY ELASTIC SILT, (MH): dark reddish brown, moist, stiff, fill Trace gravel		S-2, SPT 3-5-5 (10)			
5	450			S-3, SPT 3-4-5 (9)			
		SANDY ELASTIC SILT, (MH): orangeish brown, moist, stiff		S-4, SPT 4-5-6 (11)			
10	445	SANDY SILT, (ML): dark brown, moist, very hard, weathered decomposed rock		S-5, SPT 8-23-50 (73)			
Refusal at 14.0 feet. Bottom of borehole at 14.0 feet.				S-6, SPT 50/0"			



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BORING B-03
PAGE 1 OF 1

PROJECT NUMBER 68316	PROJECT NAME Orange County High School CTE
CLIENT Orange County Public Schools	PROJECT LOCATION Orange County, Virginia
DATE STARTED 9/12/2024 COMPLETED 9/12/2024	GROUND ELEVATION 455 ft HOLE DEPTH 10.5 feet
DRILLING CONTRACTOR Central Virginia Utilities	BOREHOLE WATER LEVELS:
DRILLING METHOD Hollow Stem Auger	AT TIME OF DRILLING --- Not encountered
LOGGED BY Julian Ruffin CHECKED BY	AT 24 HOURS DRILLING ---
NOTES	
CAVE DEPTH	

TG GEOTECH BH LOG V2.1 - GINT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0	455	TOPSOIL: topsoil, (2 Inches)		S-1, SPT 6-8-9 (17)			
		SANDY SILT, (ML): brown, moist, very stiff, contains gravel		S-2, SPT 8-10-12 (22)			
		FAT CLAY WITH SAND, (CH): dark red, moist, very stiff, trace gravel		S-3, SPT 8-11-18 (29)			
5	450			S-4, SPT 50/3"			
		SILTY SAND WITH GRAVEL, (SM): gray, fine to coarse grained, moist, very dense, with rock fragments, weathered decomposed rock		S-5, SPT 50/1"			
10	445						

Refusal at 10.5 feet.
Bottom of borehole at 10.5 feet.



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BORING B-04
PAGE 1 OF 1

PROJECT NUMBER 68316		PROJECT NAME Orange County High School CTE	
CLIENT Orange County Public Schools		PROJECT LOCATION Orange County, Virginia	
DATE STARTED 9/12/2024	COMPLETED 9/12/2024	GROUND ELEVATION 454.5 ft	HOLE DEPTH 13 feet
DRILLING CONTRACTOR Central Virginia Utilities		BOREHOLE WATER LEVELS:	
DRILLING METHOD Hollow Stem Auger		AT TIME OF DRILLING --- Not encountered	
LOGGED BY Julian Ruffin	CHECKED BY	AT 24 HOURS DRILLING ---	
NOTES		CAVE DEPTH	

TG GEOTECH BH LOG V2.1 - GINT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0		TOPSOIL: topsoil, (2 Inches)		S-1, SPT 15-13-14 (27)			
		SANDY SILT, (ML): dark reddish brown, moist, very stiff, trace roots		S-2, SPT 18-19-25 (44)			
		ELASTIC SILT, (MH): dark red, moist, hard, trace sand		S-3, SPT 7-7-8 (15)			
5	450	Stiff		S-4, SPT 2-3-9 (12)			
		SANDY FAT CLAY, (CH): orangeish brown and gray, moist, stiff		S-5, SPT 50/6"			
10	445	SILTY SAND, (SM): gray, fine to coarse grained, moist, very dense, weathered decomposed rock					
Refusal at 13.0 feet. Bottom of borehole at 13.0 feet.				S-6, SPT 50/0"			




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BORING B-05
PAGE 1 OF 1

PROJECT NUMBER 68316		PROJECT NAME Orange County High School CTE	
CLIENT Orange County Public Schools		PROJECT LOCATION Orange County, Virginia	
DATE STARTED 9/12/2024	COMPLETED 9/12/2024	GROUND ELEVATION 453 ft	HOLE DEPTH 17 feet
DRILLING CONTRACTOR Central Virginia Utilities		BOREHOLE WATER LEVELS:	
DRILLING METHOD Hollow Stem Auger		AT TIME OF DRILLING --- Not encountered	
LOGGED BY Julian Ruffin	CHECKED BY	AT 24 HOURS DRILLING ---	
NOTES		CAVE DEPTH	

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0		TOPSOIL: topsoil, (2 Inches)		S-1, SPT 6-7-5 (12)			
	450	FAT CLAY WITH SAND, (CH): dark red, moist, stiff, trace gravel, fill Very stiff, trace roots		S-2, SPT 7-7-9 (16)			
5		SANDY ELASTIC SILT, (MH): reddish brown and orange, moist, very stiff		S-3, SPT 5-7-10 (17)			
	445	SANDY FAT CLAY, (CH): orangeish brown, moist, very stiff		S-4, SPT 7-8-12 (20)			
10		SANDY SILT, (ML): orangeish brown, moist, very hard, weathered decomposed rock		S-5, SPT 8-15-50 (65)			
	440						
15		Light brownish gray		S-6, SPT 89/8"			
		Refusal at 17.0 feet. Bottom of borehole at 17.0 feet.		S-7, SPT 50/0"			

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 TIMMONS GROUP <small>YOUR VISION ACHIEVED THROUGH OURS.</small>		Timmons Group 1001 Boulders Parkway, Suite 300 Richmond, VA 23225		BORING B-06 PAGE 1 OF 1	
PROJECT NUMBER 68316			PROJECT NAME Orange County High School CTE		
CLIENT Orange County Public Schools			PROJECT LOCATION Orange County, Virginia		
DATE STARTED 9/12/2024		COMPLETED 9/12/2024		GROUND ELEVATION 457 ft HOLE DEPTH 9.25 feet	
DRILLING CONTRACTOR Central Virginia Utilities			BOREHOLE WATER LEVELS:		
DRILLING METHOD Hollow Stem Auger			AT TIME OF DRILLING --- Not encountered		
LOGGED BY Julian Ruffin		CHECKED BY		AT 24 HOURS DRILLING ---	
NOTES			CAVE DEPTH		

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0		TOPSOIL: topsoil, (2 Inches)		S-1, SPT 6-8-9 (17)			
	455	SANDY ELASTIC SILT, (MH): dark reddish brown, moist, very stiff, trace roots, fill		S-2, SPT 7-7-10 (17)			
5				S-3, SPT 3-6-8 (14)			
	450	SANDY FAT CLAY, (CH): orangeish brown and gray, moist, very stiff		S-4, SPT 4-6-16 (22)			
		Weathered decomposed rock, No Recovery		S-5, SPT 76/9"			
Bottom of borehole at 9.3 feet.							

TG GEOTECH BH LOG V2.1 - GINT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ



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BORING B-07
PAGE 1 OF 1

PROJECT NUMBER 68316		PROJECT NAME Orange County High School CTE	
CLIENT Orange County Public Schools		PROJECT LOCATION Orange County, Virginia	
DATE STARTED 9/12/2024	COMPLETED 9/12/2024	GROUND ELEVATION 455.5 ft	HOLE DEPTH 10 feet
DRILLING CONTRACTOR Central Virginia Utilities		BOREHOLE WATER LEVELS:	
DRILLING METHOD Hollow Stem Auger		AT TIME OF DRILLING --- Not encountered	
LOGGED BY Julian Ruffin	CHECKED BY	AT 24 HOURS DRILLING ---	
NOTES		CAVE DEPTH	

TG GEOTECH BH LOG V2.1 - GNT STD US LAB.GDT - 11/1/24 17:18 - Y:\801\GEOTECH\PROJECTS\2024 PROJECTS\68316 ORANGE COUNTY CTE BUILDING\LOGS\ORANGE CTE.GPJ

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0	455	TOPSOIL: topsoil, (3 Inches)		S-1, SPT 7-11-18 (29)			
		SANDY SILT, (ML): dark reddish brown, moist, very stiff		S-2, SPT 8-12-16 (28)			
		ELASTIC SILT WITH SAND, (MH): dark reddish brown, moist, very stiff		S-3, SPT 4-9-7 (16)			
5	450	SANDY FAT CLAY, (CH): orangeish brown and gray, moist, very stiff, trace gravel		S-4, SPT 3-3-3 (6)			
		Medium stiff		S-5, SPT 7-9-13 (22)			
		Very stiff					
10		Bottom of borehole at 10.0 feet.					



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BORING B-08
PAGE 1 OF 1

PROJECT NUMBER 68316		PROJECT NAME Orange County High School CTE	
CLIENT Orange County Public Schools		PROJECT LOCATION Orange County, Virginia	
DATE STARTED 9/12/2024	COMPLETED 9/12/2024	GROUND ELEVATION 453.5 ft	HOLE DEPTH 13.833 feet
DRILLING CONTRACTOR Central Virginia Utilities		BOREHOLE WATER LEVELS:	
DRILLING METHOD Hollow Stem Auger		AT TIME OF DRILLING --- Not encountered	
LOGGED BY Julian Ruffin	CHECKED BY	AT 24 HOURS DRILLING ---	
NOTES		CAVE DEPTH	

DEPTH (ft)	ELEVATION (ft)	MATERIAL DESCRIPTION	SYMBOL	SAMPLING BLOW COUNTS (N-VALUE)	RECOVERY (%)	LAB TESTS	REMARKS
0		TOPSOIL: topsoil, (2 Inches)		S-1, SPT 13-21-13 (34)			
	450	SILTY SAND, (SM): dark reddish brown, fine to coarse grained, moist, dense, fill Medium dense		S-2, SPT 6-8-8 (16)			
5		FAT CLAY WITH SAND, (CH): brown and gray, moist, stiff, contains organics, fill Medium stiff		S-3, SPT 3-5-6 (11)			
	445			S-4, SPT 3-3-4 (7)			
10		CLAYEY SAND, (SC): brown, fine to coarse grained, moist, medium dense, contains gravel		S-5, SPT 8-7-6 (13)			
	440	SILTY SAND, (SM): gray, fine to coarse grained, moist, very dense, contains rock fragments, weathered decomposed rock		S-6, SPT 50/3"			
Bottom of borehole at 13.8 feet.							

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APPENDIX C
LABORATORY TEST RESULTS

Form No. TR-Class
Revision No. 1.2
Revision Date: 9/18/22

Material Classification
ASTM D2487

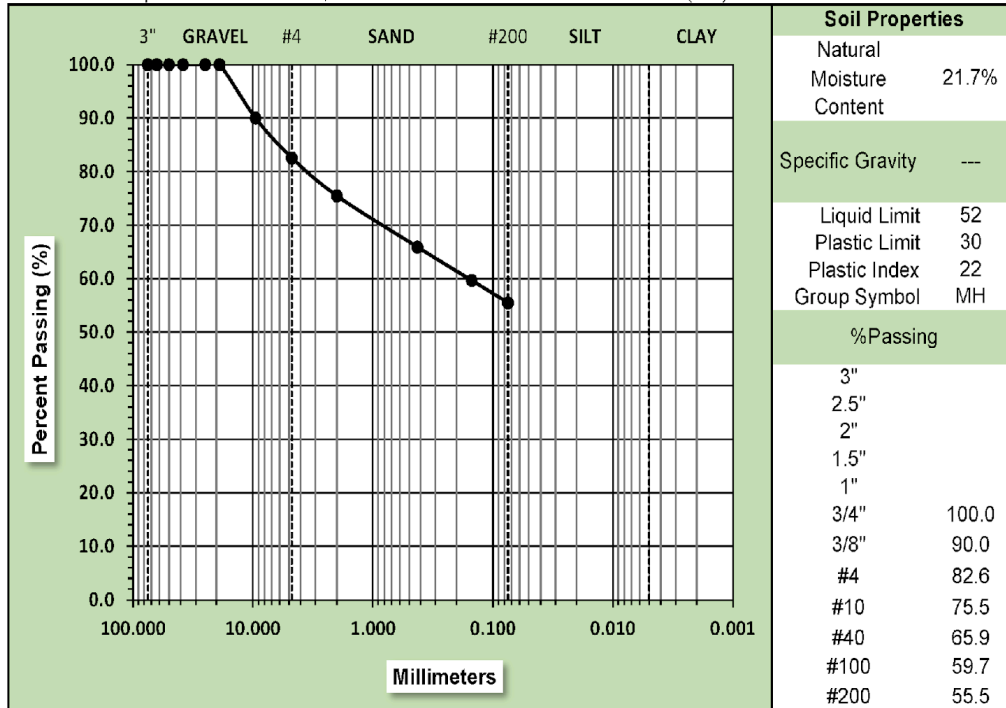


PROJECT INFORMATION

Project #: 68316 Report Date: 9/22/2024
Project Name: Orange County High School CTE
Project Location: Orange County, Virginia
Client Name: Orange County Public Schools (VA)
Client Address: 200 Dailey Drive, Orange, VA 22960

SAMPLE INFORMATION

Location: B-01 Sample #: S-2 Sample Date: 9/12/2024
Depth: 2 to 3.5 feet Offset: N/A Lab Control #: 3736
Material Description: Red-brown, SANDY ELASTIC SILT WITH GRAVEL (MH)



Maximum Particle Size 3/4" Gravel 17.4% Sand 27.1% Silt and Clay 55.5%

C_u --- C_c ---

Description of Sand & Gravel Particles: Rounded, Angular, Hard, Friable

Notes:

References: AASHTO T265 Method B tested on 9/17/24 by Ken Pruner
AASHTO T11 & T88 tested on 9/18/24 & 9/19/24 by KP and GE
AASHTO T89 Method A & T90 tested on 9/20/24 by Ken Pruner

Matthew Thornton		Laboratory Manager	9/22/24
Technical Responsibility	Signature	Position	Date

Information included in this report relates only to material sampled at the time of testing.

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Form No. TR-Class
Revision No. 1.2
Revision Date: 9/18/22

Material Classification

ASTM D2487

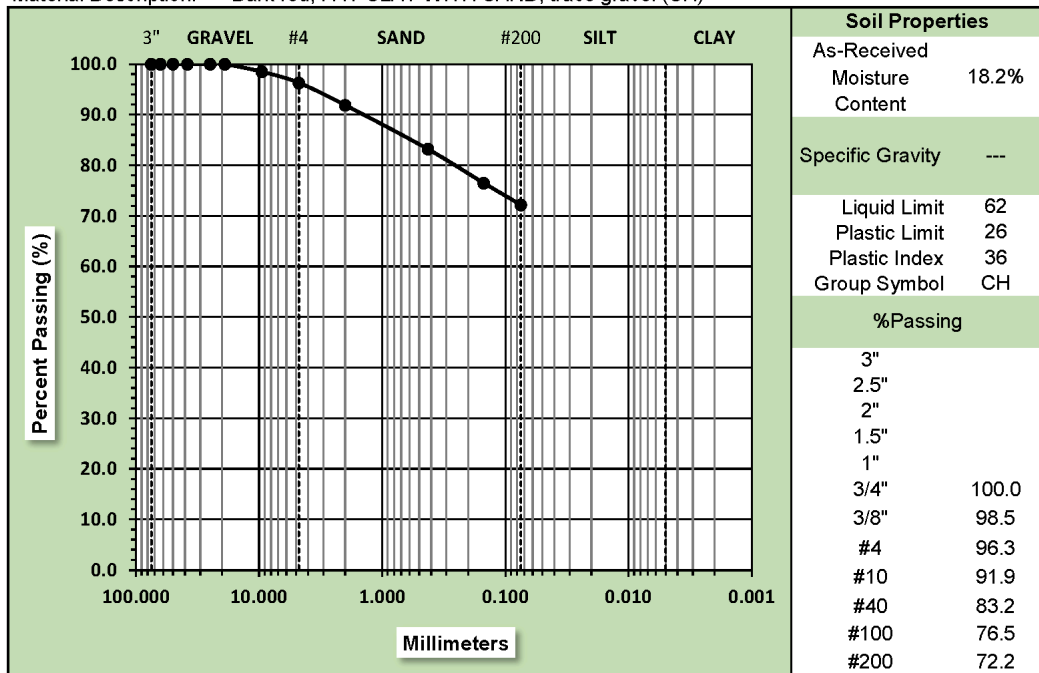


PROJECT INFORMATION

Project #: 68316 Report Date: 9/22/2024
Project Name: Orange County High School CTE
Project Location: Orange County, Virginia
Client Name: Orange County Public Schools (VA)
Client Address: 200 Dailey Drive, Orange, VA 22960

SAMPLE INFORMATION

Location: B-03 Sample #: Bulk Sample Date: 9/12/2024
Depth: 0 to 5 feet Offset: N/A Lab Control #: 3734
Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)



Maximum Particle Size 3/4" Gravel 3.7% Sand 24.1% Silt and Clay 72.2%

C_u --- C_c ---

Description of Sand & Gravel Particles: Angular, Hard

Notes:

References: AASHTO T265 Method B tested on 9/17/24 by Ken Pruner
AASHTO T11 & T88 tested on 9/18/24 & 9/19/24 by Ken Pruner
AASHTO T89 Method A & T90 tested on 9/20/24 by Ken Pruner

Matthew Thornton
Technical Responsibility

Matthew Thornton
Signature

Laboratory Manager
Position

9/22/24
Date

Information included in this report relates only to material sampled at the time of testing.

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Timmons Group / 430 Southlake Boulevard Suite B-15 Richmond, VA 23236 / p 804.200.6500

Form No. TR-Class
Revision No. 1.2
Revision Date: 9/18/22

Material Classification

ASTM D2487

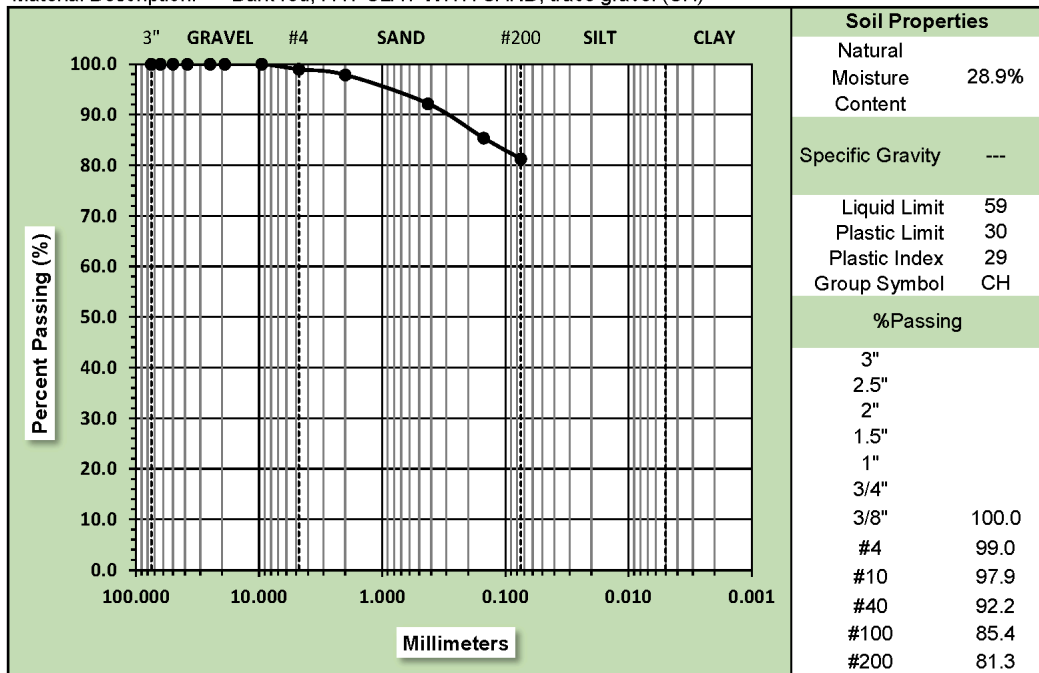


PROJECT INFORMATION

Project #: 68316 Report Date: 9/22/2024
Project Name: Orange County High School CTE
Project Location: Orange County, Virginia
Client Name: Orange County Public Schools (VA)
Client Address: 200 Dailey Drive, Orange, VA 22960

SAMPLE INFORMATION

Location: B-03 Sample #: S-3 Sample Date: 9/12/2024
Depth: 4 to 5.5 feet Offset: N/A Lab Control #: 3742
Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)



Maximum Particle Size 3/8" Gravel 1.0% Sand 17.7% Silt and Clay 81.3%

C_u --- C_c ---

Description of Sand & Gravel Particles: Rounded, Angular, Hard

Notes:

References: AASHTO T265 Method B tested on 9/17/24 by Ken Pruner
AASHTO T11 & T88 tested on 9/18/24 & 9/19/24 by KP and GE
AASHTO T89 Method A & T90 tested on 9/20/24 by Ken Pruner

Matthew Thornton
Technical Responsibility

Matthew Thornton
Signature

Laboratory Manager
Position

9/22/24
Date

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Form No. TR-Class
Revision No. 1.2
Revision Date: 9/18/22

Material Classification

ASTM D2487

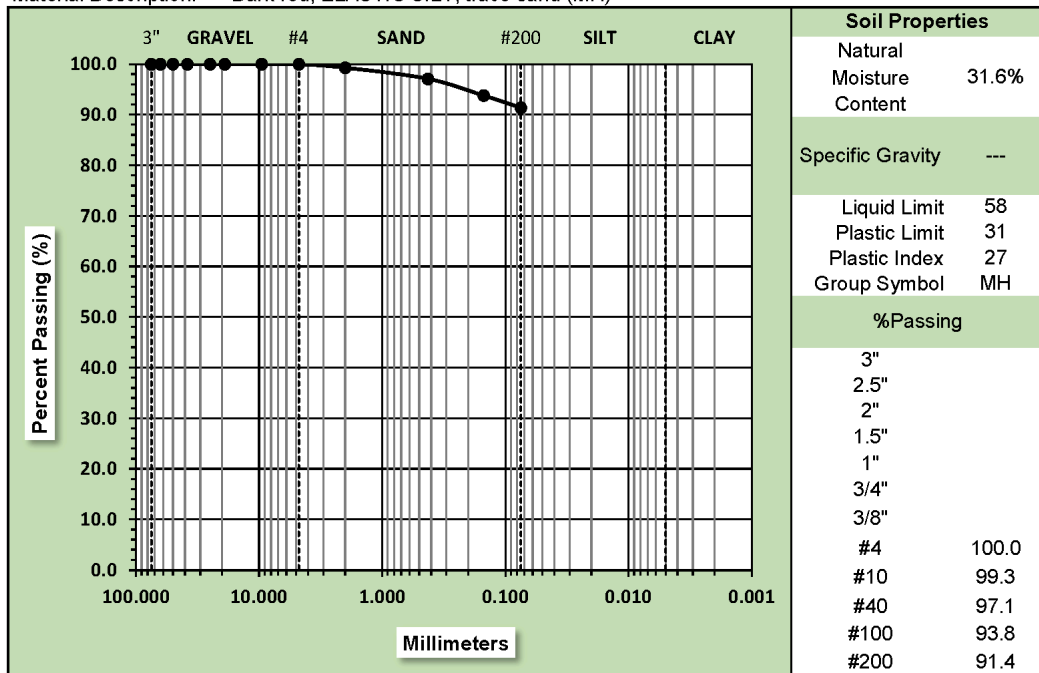


PROJECT INFORMATION

Project #: 68316 Report Date: 9/22/2024
Project Name: Orange County High School CTE
Project Location: Orange County, Virginia
Client Name: Orange County Public Schools (VA)
Client Address: 200 Dailey Drive, Orange, VA 22960

SAMPLE INFORMATION

Location: B-04 Sample #: S-3 Sample Date: 9/12/2024
Depth: 4 to 5.5 feet Offset: N/A Lab Control #: 3737
Material Description: Dark red, ELASTIC SILT, trace sand (MH)



Maximum Particle Size #4 Gravel 0.0% Sand 8.6% Silt and Clay 91.4%

C_u --- C_c ---
Description of Sand & Gravel Particles: Rounded, Angular, Hard

Notes:

References: AASHTO T265 Method B tested on 9/17/24 by Ken Pruner
AASHTO T11 & T88 tested on 9/18/24 & 9/19/24 by KP and GE
AASHTO T89 Method A & T90 tested on 9/20/24 by Ken Pruner

Matthew Thornton
Technical Responsibility

Matthew Thornton
Signature

Laboratory Manager
Position

9/22/24
Date

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Form No. TR-Class
Revision No. 1.2
Revision Date: 9/18/22

Material Classification

ASTM D2487

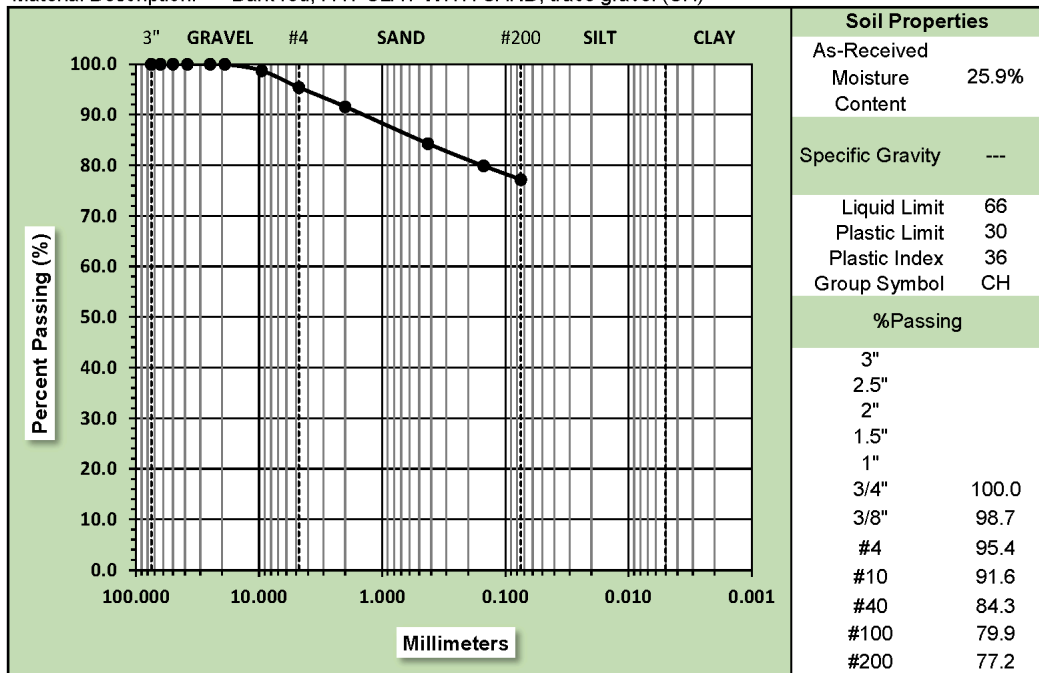


PROJECT INFORMATION

Project #: 68316 Report Date: 9/22/2024
Project Name: Orange County High School CTE
Project Location: Orange County, Virginia
Client Name: Orange County Public Schools (VA)
Client Address: 200 Dailey Drive, Orange, VA 22960

SAMPLE INFORMATION

Location: B-07 Sample #: Bulk Sample Date: 9/12/2024
Depth: 0 to 5 feet Offset: N/A Lab Control #: 3735
Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)



Maximum Particle Size 3/4" Gravel 4.6% Sand 18.2% Silt and Clay 77.2%

C_u --- C_c ---

Description of Sand & Gravel Particles: Rounded, Angular, Hard

Notes:

References: AASHTO T265 Method B tested on 9/17/24 by Ken Pruner
AASHTO T11 & T88 tested on 9/18/24 & 9/19/24 by Ken Pruner
AASHTO T89 Method A & T90 tested on 9/20/24 by Ken Pruner

Matthew Thornton
Technical Responsibility

Matthew Thornton
Signature

Laboratory Manager
Position

9/22/24
Date

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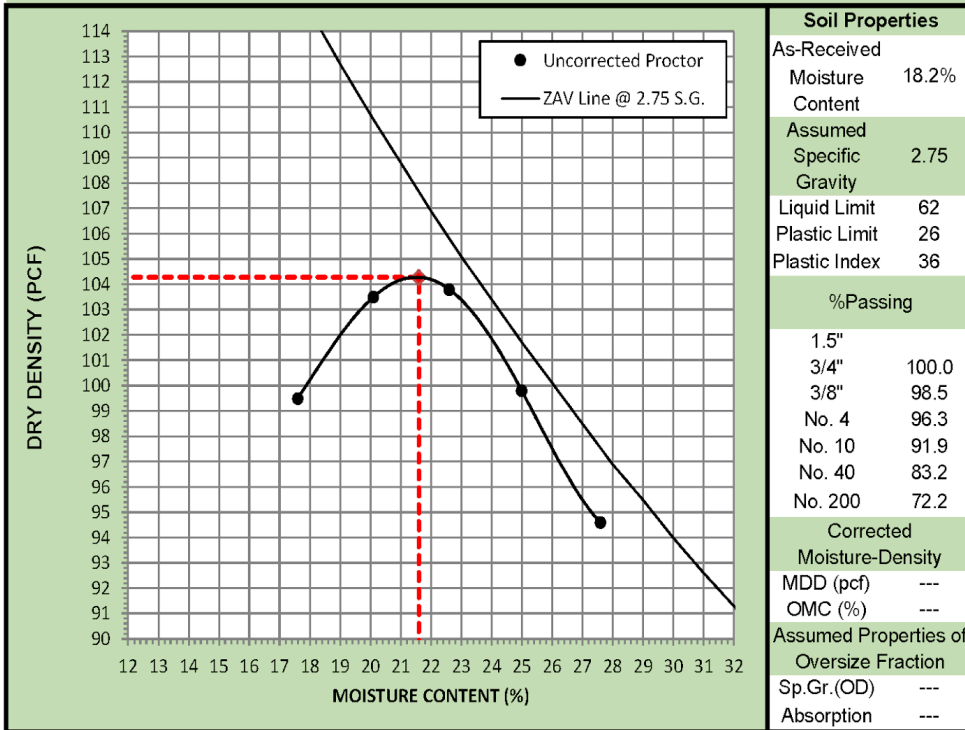
MOISTURE-DENSITY RELATIONSHIP REPORT



PROJECT INFORMATION			
Project #:	68316	Report Date:	9/22/2024
Project Name:	Orange County High School CTE	Test Date(s):	9/19/2024
Project Location:	Orange County, Virginia	Tested By:	Ken Pruner
Client Name:	Orange County Public Schools (VA)		
Client Address:	200 Dailey Drive, Orange, VA 22960		
SAMPLE INFORMATION			
Location:	B-03	Sample #:	Bulk
		Sample Date:	9/12/2024
Depth:	0 to 5 feet	Offset:	N/A
		Lab Control #:	3734
Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)			

Maximum Dry Density 104.3 PCF Optimum Moisture Content 21.6 %

AASHTO T-99 Method A



The Moisture-Density Curve Displayed relates only to material passing a No. 4 sieve.
Air-dried material passing a No. 4 sieve was prepared then compacted with a circular, manual rammer.

References / Comments / Deviations:

Matthew Thornton

Technical Responsibility

Signature

Laboratory Manager

Position

9/22/24

Date

Information included in this report relates only to material sampled at the time of testing.

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MOISTURE-DENSITY RELATIONSHIP REPORT

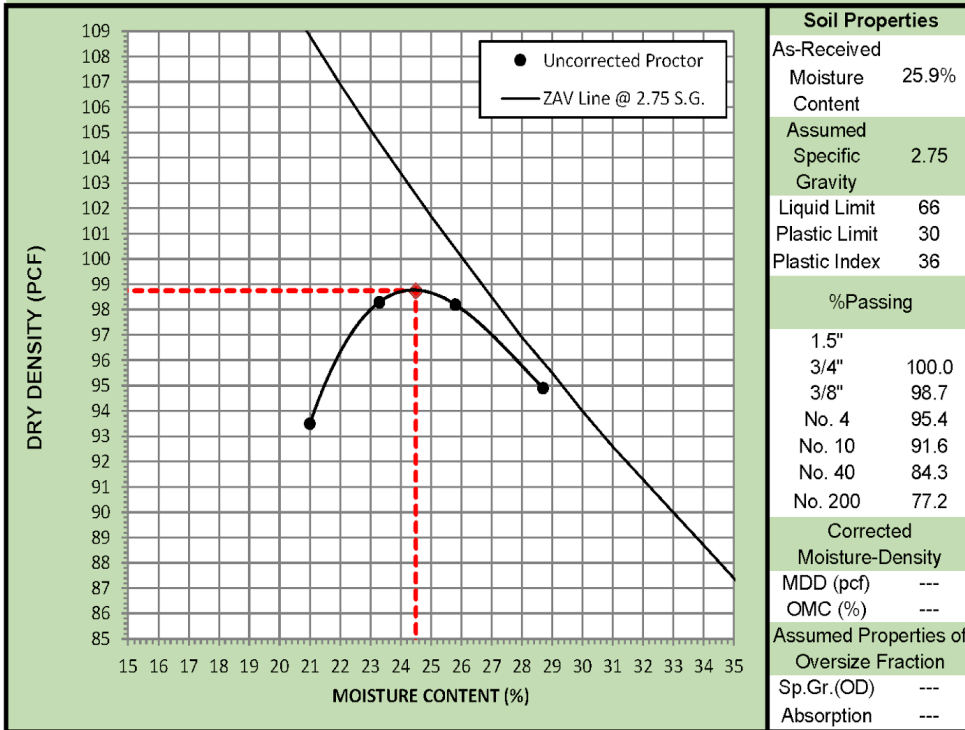


PROJECT INFORMATION			
Project #:	68316	Report Date:	9/22/2024
Project Name:	Orange County High School CTE	Test Date(s):	9/19/2024
Project Location:	Orange County, Virginia	Tested By:	Ken Pruner
Client Name:	Orange County Public Schools (VA)		
Client Address:	200 Dailey Drive, Orange, VA 22960		

SAMPLE INFORMATION			
Location:	B-07	Sample #:	Bulk
		Sample Date:	9/12/2024
Depth:	0 to 5 feet	Offset:	N/A
		Lab Control #:	3735
Material Description:	Dark red, FAT CLAY WITH SAND, trace gravel (CH)		

Maximum Dry Density 98.8 PCF Optimum Moisture Content 24.5 %

AASHTO T-99 Method A



The Moisture-Density Curve Displayed relates only to material passing a No. 4 sieve.

Air-dried material passing a No. 4 sieve was prepared then compacted with a circular, manual rammer.

References / Comments / Deviations:

Matthew Thornton

Technical Responsibility

Signature

Laboratory Manager

Position

9/22/24

Date

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Form No. TR-CBR
Revision No. 1
Revision Date: 05/18/18

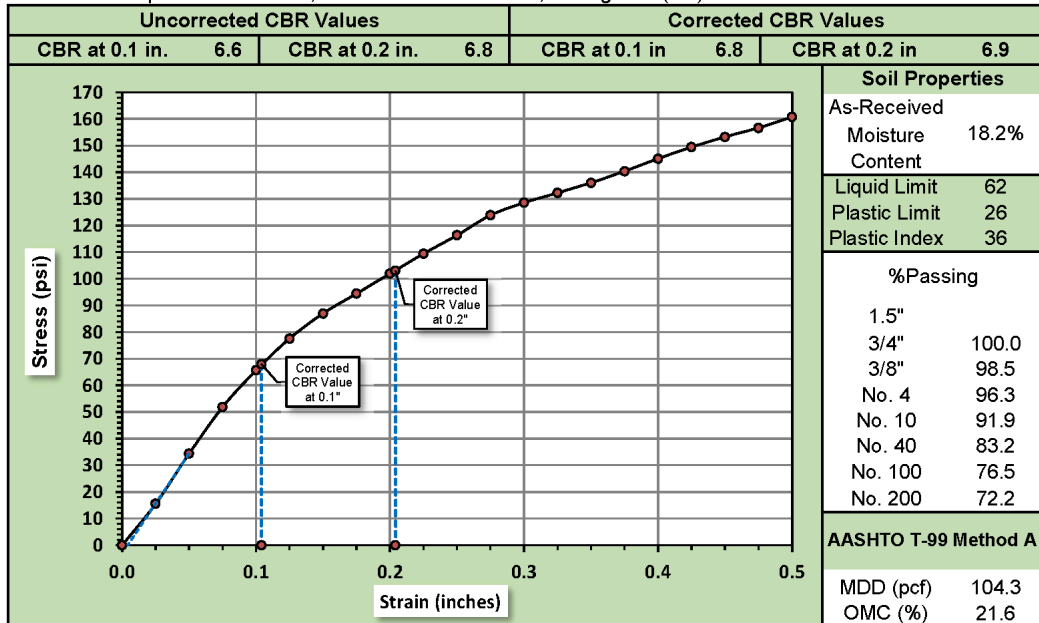
**CBR (California Bearing Ratio) of
Laboratory Compacted Soil**
AASHTO T193



PROJECT INFORMATION			
Project #:	68316	Report Date:	9/26/2024
Project Name:	Orange County High School CTE	Test Date(s):	9/21/24 to 9/25/24
Project Location:	Orange County, Virginia	Tested By:	Ken Pruner
Client Name:	Orange County Public Schools (VA)		
Client Address:	200 Dailey Drive, Orange, VA 22960		

SAMPLE INFORMATION			
Location:	B-03	Sample #:	Bulk
Depth:	0 to 5 feet	Sample Date:	9/12/2024
		Offset:	N/A
		Lab Control #:	3734

Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)



Before Soaking		After Soaking	
Compactive Effort (Blows Per Layer)	56	Final Dry Density (pcf)	102.7
Initial Dry Density (pcf)	104.1	Average Final Moisture Content	23.9%
Moisture Content of Compacted Specimen	21.2%	Moisture Content (top 1" after soaking)	25.4%
Percent Compaction	99.8%	Percent Swell	0.8%

Soak Time (hours): 96 Surcharge Weight (lb): 10 Surcharge Stress (psf): 50.9

AASHTO T-99 Method A was performed on grading complying with CBR specification.

AASHTO T193 was performed on the entire gradation compacted in a 6" CBR mold. % Retained on 3/4" sieve: 0.0

References / Comments / Deviations:

Matthew Thornton
Technical Responsibility

Matthew Thornton
Signature

Laboratory Manager
Position

9/26/24
Date

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Form No. TR-CBR
Revision No. 1
Revision Date: 05/18/18

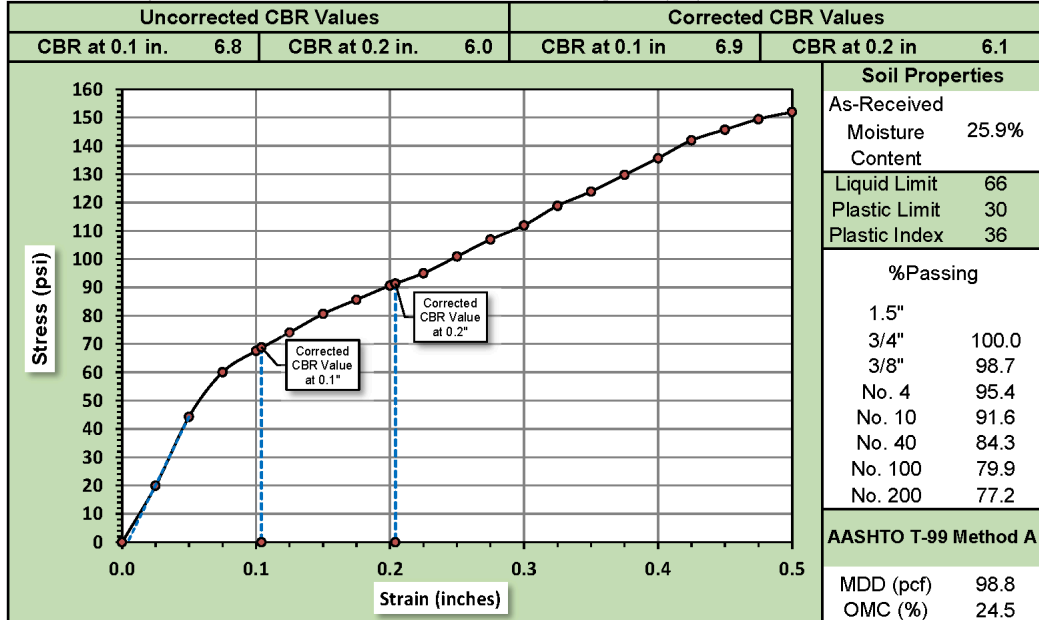
**CBR (California Bearing Ratio) of
Laboratory Compacted Soil
AASHTO T193**



PROJECT INFORMATION			
Project #:	68316	Report Date:	9/26/2024
Project Name:	Orange County High School CTE	Test Date(s):	9/21/24 to 9/25/24
Project Location:	Orange County, Virginia	Tested By:	Ken Pruner
Client Name:	Orange County Public Schools (VA)		
Client Address:	200 Dailey Drive, Orange, VA 22960		

SAMPLE INFORMATION			
Location:	B-07	Sample #:	Bulk
Depth:	0 to 5 feet	Sample Date:	9/12/2024
		Offset:	N/A
		Lab Control #:	3735

Material Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)



Before Soaking		After Soaking	
Compactive Effort (Blows Per Layer)	56	Final Dry Density (pcf)	95.9
Initial Dry Density (pcf)	97.6	Average Final Moisture Content	28.2%
Moisture Content of Compacted Specimen	24.2%	Moisture Content (top 1" after soaking)	30.4%
Percent Compaction	98.8%	Percent Swell	1.2%

Soak Time (hours): 96 Surcharge Weight (lb): 10 Surcharge Stress (psf): 50.9

AASHTO T-99 Method A was performed on grading complying with CBR specification.

% Retained on

AASHTO T193 was performed on the entire gradation compacted in a 6" CBR mold.

3/4" sieve: 0.0

References / Comments / Deviations:

Matthew Thornton

Technical Responsibility

Matthew Thornton

Signature

Laboratory Manager

Position

9/26/24

Date

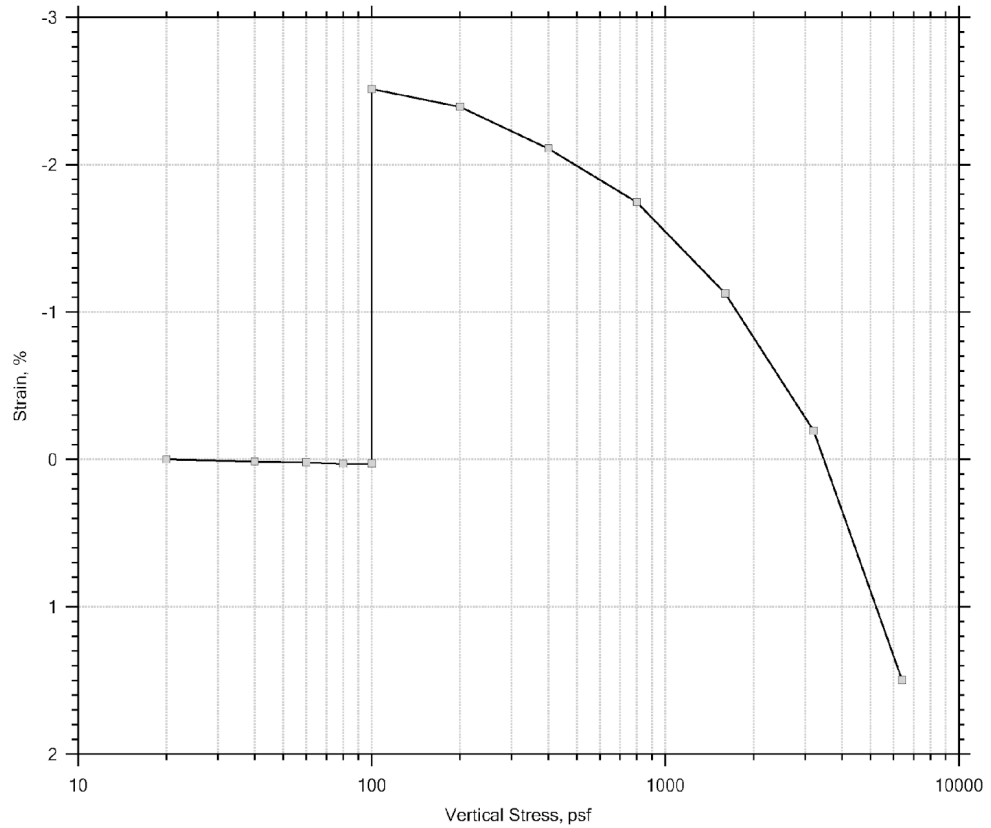
Information included in this report relates only to material sampled at the time of testing.

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One-Dimensional Swell or Collapse by ASTM D4546 - Method C


Summary Report



				Before Test	After Test	
Applied Vertical Stress: 100 psf				Water Content, %	19.66	22.59
Collapse Strain at Vertical Stress: 0.05%				Dry Unit Weight, pcf	103.55	105.12
Test Water: Distilled				Saturation, %	78.39	93.39
Diameter: 2.5 in		Height: 0.997 in		Void Ratio	0.71	0.69
LL: 62	PL: 26	PI: 36	Silt & Clay: 72.2%			

Swell Strain at Applied Vertical Stress: 2.55%

Swell Pressure at 0% Strain: 3,500 psf

 TIMMONS GROUP	Project: Orange Co. HS CTE	Location: Orange Co., VA	Project No.: 68316
	Boring No.: B-03	Tested By: MLT	Checked By: JNR
	Sample No.: Bulk	Test Date: 9/24/24	Depth: 0 to 5 feet
	Test No.: 3734	Sample Type: Lab Compacted	Elevation:
	Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)		
	Remarks: Layers of soil passing a No. 4 sieve hand tamped inside retaining ring to 99.3% compaction.		
	Displacement at End of Increment		

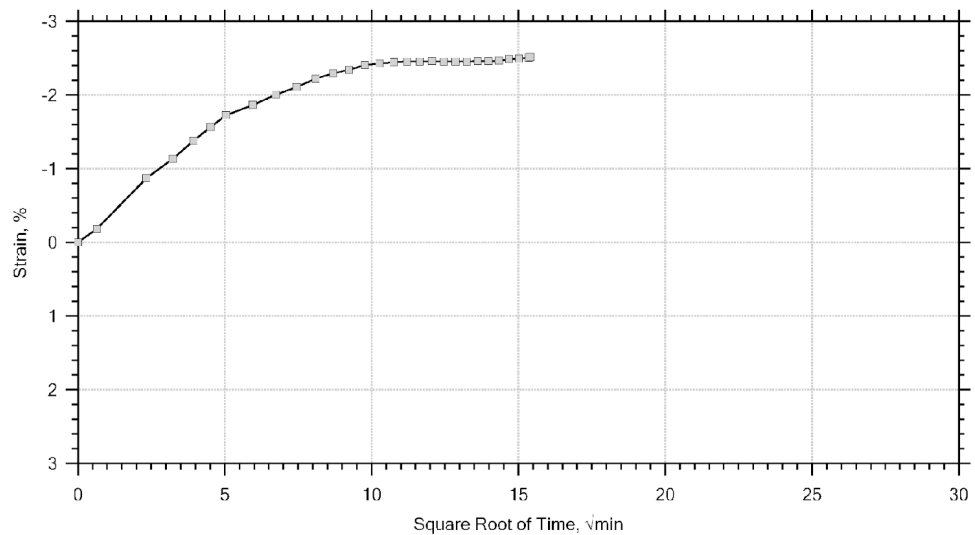
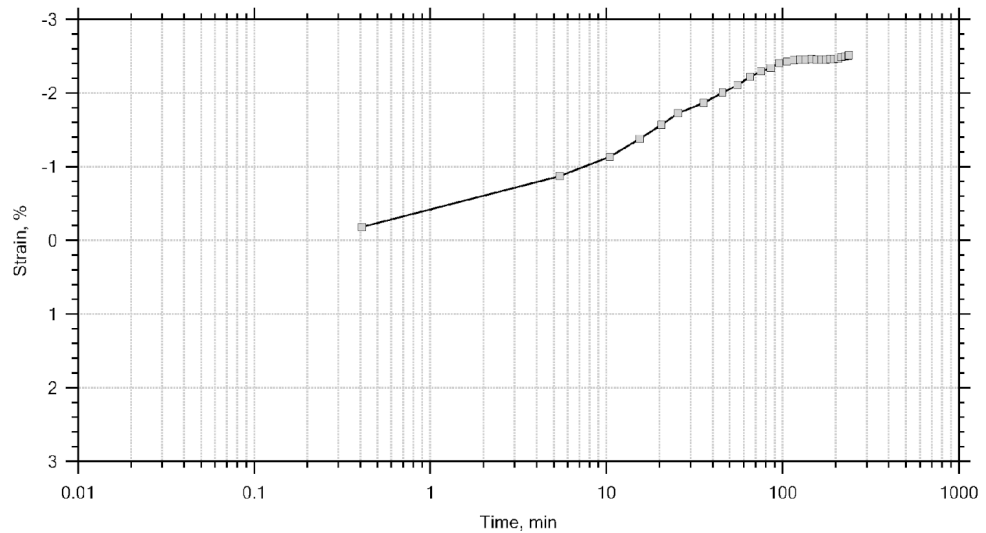
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2.2.15.59 / 2.2.15.59

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One-Dimensional Swell or Collapse by ASTM D4546 - Method C

Time Swell Curves
Constant Load Step
Stress: 100 psf



 TIMMONS GROUP	Project: Orange Co. HS CTE	Location: Orange Co., VA	Project No.: 68316
	Boring No.: B-03	Tested By: MLT	Checked By: JNR
	Sample No.: Bulk	Test Date: 9/24/24	Depth: 0 to 5 feet
	Test No.: 3734	Sample Type: Lab Compacted	Elevation:
	Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)		
	Remarks: Layers of soil passing a No. 4 sieve hand tamped inside retaining ring to 99.3% compaction.		

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2.2.15.59 / 2.2.15.59

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One-Dimensional Swell or Collapse by ASTM D4546 - Method C

Specimen Diameter: 2.50 in	Measured Specific Gravity: 2.84	Liquid Limit: 62
Initial Height: 1.00 in	Initial Void Ratio: 0.713	Plastic Limit: 26
Final Height: 0.98 in	Final Void Ratio: 0.687	Plasticity Index: 36

	Before Test Trimblings	Before Test Specimen	After Test Specimen	After Test Trimblings
Container ID	543	RING	A	500
Mass Container, gm	123.08	104.35	104.35	125.83
Mass Container + Wet Soil, gm	370.77	263.54	267.43	288.91
Mass Container + Dry Soil, gm	329.65	237.38	237.38	258.86
Mass Dry Soil, gm	206.57	133.03	133.03	133.03
Water Content, %	19.91	19.66	22.59	22.59
Void Ratio	---	0.71	0.69	---
Degree of Saturation, %	---	78.39	93.39	---
Dry Unit Weight, pcf	---	103.55	105.12	---

 TIMMONS GROUP	Project: Orange Co. HS CTE	Location: Orange Co., VA	Project No.: 68316
	Boring No.: B-03	Tested By: MLT	Checked By: JNR
	Sample No.: Bulk	Test Date: 9/24/24	Depth: 0 to 5 feet
	Test No.: 3734	Sample Type: Lab Compacted	Elevation:
	Description: Dark red, FAT CLAY WITH SAND, trace gravel (CH)		
	Remarks: Layers of soil passing a No. 4 sieve hand tamped inside retaining ring to 99.3% compaction.		

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B- Orange County High School CTE Building Study

