

## VIRGINIA SUPPLEMENTAL TERMS AND CONDITIONS

VERSION 1.2, REVISED JANUARY 1, 2023

The following clauses apply to Work in the Commonwealth of Virginia. To the extent these clauses conflict with any term or condition in the *Standard Terms and Conditions*, the Parties shall (i) endeavor to interpret the clauses in harmony, otherwise (ii) these *Virginia Supplemental Terms and Conditions* take precedence.

Subcontractor agrees to flow down and incorporate all applicable clauses to its Lower Tier Subcontractors and its Lower Tier Suppliers.

### 1. REVISIONS TO THE STANDARD TERMS AND CONDITIONS.

1.1 Replace Section 3.3 *Partial Payments and Retainage* of the *Standard Terms and Conditions* in its entirety with the following:

“3.3 *Partial Payments and Retainage.*

3.3.1 For work on a contract awarded by any state agency, or any contract awarded by any agency of local government:

For the purpose of determining partial payments, Subcontractor shall submit to Contractor for approval a breakdown of the total price of the Subcontract Price showing the amount included therein in each principal category of work within five (5) days of the execution of the Agreement. The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be withheld in accordance with the terms of this Subcontract and arising from Subcontractor’s noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor within seven (7) days after receipt of amounts paid to the Contractor by the Owner for the work performed by the Subcontractor. Notwithstanding anything herein, Contractor reserves the right to withhold retainage from the Subcontractor to the extent permitted.

3.3.2 For work on a contract awarded by the federal government:

For the purpose of determining partial payments, Subcontractor shall submit to Contractor for approval a breakdown of the total price of the Subcontract Price showing the amount included therein in each principal category of work within five (5) days of the execution of the Agreement. The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be withheld in accordance with the terms of this Subcontract and arising from Subcontractor’s noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor within seven (7) days after receipt of amounts paid to the Contractor by the Owner for the work performed by the Subcontractor. Notwithstanding anything herein, Contractor reserves the right to withhold retainage from the Subcontractor to the extent permitted. To the fullest extent permitted by law, the Subcontractor agrees that Contractor’s receipt of payment from the Owner is a condition precedent Subcontractor’s right to payment from Contractor and Contractor’s surety, if any.

3.3.3 For work on a contract for private (non-government) construction:

For the purpose of determining partial payments, Subcontractor shall submit to Contractor for approval a breakdown of the total price of the Subcontract Price showing the amount included therein in each principal category of work within five (5) days of the execution of the Agreement. The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be withheld in accordance with the terms of this Subcontract and arising from Subcontractor’s noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor stating the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and, if applicable, the lower-tier subcontractor responsible for the contractual noncompliance. Notwithstanding anything herein, Contractor reserves the right to withhold

retainage from the Subcontractor to the extent permitted. If the Owner or other higher tier party contracting with the Contractor is insolvent or a debtor in bankruptcy as defined in VA. CODE § 50-73.79, Contractor's receipt of payment from the Owner (or other higher tier party contracting with the Contractor) is a condition precedent to the Subcontractor's receipt of payment from the Contractor. If the Owner or other higher tier party contracting with the Contractor is insolvent or a debtor in bankruptcy as defined in VA. CODE § 50-73.79 and after the Contractor's reasonable efforts to collect payment a court, trustee, or other administrator of the insolvent party provides a partial payment to the Contractor in full satisfaction of the amounts otherwise owed, Subcontractor agrees to accept its *pro rata* share of the partial payment as full satisfaction of the amounts owed to the Subcontractor by the Contractor under this Agreement."

1.2 Replace Section 3.4 *Time for Payment* of the *Standard Terms and Conditions* in its entirety with the following:

"3.4 *Time for Payment.*

3.4.1 For work on a contract awarded by any state agency or any contract awarded by any agency of local government:

Contractor shall pay the Subcontractor for the work performed by the Subcontractor within the earlier of seven (7) days of Contractor's receipt of payment from the Owner or within sixty (60) days of the receipt of an invoice from Subcontractor following satisfactory completion of the work for which the Subcontractor has invoiced. In either case, such payment shall be reduced by any amounts withheld under this Agreement, as contemplated by Section 3.3.1 of this Agreement. No partial payment made under the *Subcontract Agreement* shall be considered an acceptance of the Work, in whole or in part.

3.4.2 For work on a contract awarded by the federal government:

Contractor shall pay the Subcontractor for the work performed by the Subcontractor within seven (7) days for Contractor's receipt of payment from the Owner, less any amounts withheld under this Agreement as contemplated by Section 3.3.2 of this Agreement. No partial payment made under the *Subcontract Agreement* shall be considered an acceptance of the Work, in whole or in part. To the fullest extent permitted by law, the Subcontractor agrees that Contractor's receipt of payment from the Owner is a condition precedent Subcontractor's right to payment from Contractor and Contractor's surety, if any.

3.4.3 For work on a contract for private (non-government) construction:

Accept as provided in 3.3.3, Contractor shall pay the Subcontractor for the work performed by the Subcontractor by the earlier of (i) seven (7) days after the Contractor's receipt of payment from the Owner, or (ii) sixty (60) days of the receipt of an invoice from Subcontractor following satisfactory completion of the work for which the Subcontractor has invoiced. In either case, such payment shall be reduced by any amounts withheld under this Agreement as contemplated by Section 3.3.3 of this Agreement. No partial payment made under the *Subcontract Agreement* shall be considered an acceptance of the Work, in whole or in part.

1.3 Replace Section 3.8 *Final Payment* of the *Standard Terms and Conditions* in its entirety with the following:

"3.8 *Final Payment.*

3.8.1 For work on a contract awarded by any state agency or any contract awarded by any agency of local government:

The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be withheld in accordance with the terms of this Subcontract and arising from Subcontractor's noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor within seven (7) days after receipt of amounts paid to the Contractor by the Owner for the work performed by the Subcontractor. Prior to or simultaneously with the Subcontractor submitting a final invoice or requisition for payment: (i) the Subcontractor's entire Work must be completed, (ii) the Owner must accept and approve of the Subcontractor's work, (iii) the Subcontractor provide satisfactory proof of payment of all amounts owed by the Subcontract in connection with the Agreement.

3.8.2 For work awarded by the federal government:

The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be

withheld in accordance with the terms of this Subcontract and arising from Subcontractor's noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor within seven (7) days after receipt of amounts paid to the Contractor by the Owner for the work performed by the Subcontractor. Prior to or simultaneously with the Subcontractor submitting a final invoice or requisition for payment: (i) the Subcontractor's entire Work must be completed, (ii) the Owner must accept and approve of the Subcontractor's work, (iii) the Subcontractor provide satisfactory proof of payment of all amounts owed by the Subcontract in connection with the Agreement. To the fullest extent permitted by law, the Subcontractor agrees that Contractor's receipt of payment from the Owner is a condition precedent Subcontractor's right to payment from Contractor and Contractor's surety, if any.

3.8.3 For work on a contract for private (non-government) construction:

The Subcontractor and Contractor agree that Contractor will pay Subcontractor the Subcontract Price for satisfactory performance under this Agreement, exclusive of any offsets and deductions provided elsewhere in this Agreement. The Contractor has no responsibility, however, to pay Subcontractor any amounts that may be withheld in accordance with the terms of this Subcontract and arising from Subcontractor's noncompliance with or nonperformance of the terms of this Agreement. Contractor shall notify the Subcontractor, in writing, about any amounts to be withheld from the Subcontractor by the Contractor stating the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and, if applicable, the lower-tier subcontractor responsible for the contractual noncompliance. Prior to or simultaneously with the Subcontractor submitting a final invoice or requisition for payment: (i) the Subcontractor's entire Work must be completed, (ii) the Owner must accept and approve of the Subcontractor's work, (iii) the Subcontractor provide satisfactory proof of payment of all amounts owed by the Subcontract in connection with the Agreement. If Contractor withholds any or all of the final payment from the Subcontractor due to the Contractor's assertion, in good faith, of a dispute concerning the Subcontractor's compliance with this Agreement or its performance (or nonperformance) of the Work under this Agreement, Contractor shall not be liable to Subcontractor for any late payment interest on the disputed amounts, except as required by law. If the Owner or other higher tier party contracting with the Contractor is insolvent or a debtor in bankruptcy as defined in VA. CODE § 50-73.79, Contractor's receipt of payment from the Owner (or other higher tier party contracting with the Contractor) is a condition precedent to the Subcontractor's receipt of payment from the Contractor. If the Owner or other higher tier party contracting with the Contractor is insolvent or a debtor in bankruptcy as defined in VA. CODE § 50-73.79 and after the Contractor's reasonable efforts to collect payment a court, trustee, or other administrator of the insolvent party provides a partial payment to the Contractor in full satisfaction of the amounts otherwise owed, Subcontractor agrees to accept its *pro rata* share of the partial payment as full satisfaction of the amounts owed to the Subcontractor by the Contractor under this Agreement.

1.4 Insert the following as Section 3.11 *Good Faith Dispute*:

"3.11 Nothing in Subcontract Agreement prevents the Contractor from withholding any amount the Contractor, at its sole discretion, determines – in good faith – to be in dispute. If the Contractor retains payment from the Subcontractor under this clause, the Contractor is not obligated to pay a late payment interest penalty except when required by law."

1.5 Insert the following as Section 3.12 *Incorporation of Flow Down Language into Subcontracts*:

"3.12 Subcontractor shall include the terms and conditions of this Article 3 in any subcontract it issues under the Agreement. Subcontractor shall require each of its subcontractors to include the terms of this Article 3 in any subcontract issued by such Lower Tier Subcontractor. Each subcontract, at any tier, must include the terms and conditions of this Article 3."

1.6 Insert the following as Section 3.13 *Content and Sufficiency of Payment Requisitions*:

"3.13 *Content and Sufficiency of Payment Requisitions*. Subcontractor shall provide the Contractor with a full, complete, and accurate requisition for payment (or, invoice) that includes all necessary information and supporting documentation for approval and acceptance by the Contractor and Owner. The date of the submission of the Subcontractor's will not be established until the Subcontractor has provided a complete and accurate requisition for payment. If the Owner withholds any or all of the payment due to the Contractor or rejects the Contractor's application for payment, in whole or in part, as a result of the insufficiency, inaccuracy, or incompleteness of the Subcontractor's requisition for payment, Contractor reserves the right to withhold payment from the Subcontractor to the extent and for the time necessary for the Subcontractor to revise or complete its requisition for payment and for Contractor to receive payment from the Owner for same."

1.7 Insert the following as Section 3.14 *Interest for Late Payments Under this Agreement*:

“3.14 *Interest for Late Payments Under this Agreement.* In accordance with VA. CODE § 2.2-4355(A), interest shall accrue, at the rate of one percent (1%) per year, on all amounts owed by the Contractor to the Subcontractor that remain unpaid after the date established for payment in accordance with Sections 3.4 or 3.8.”

1.8 Change Section 8.2 as follows:

Add to the end of the first sentence "or as provided in this Section 8.2."

Add the following new sentence to the end of Section 8.2:

"Upon Subcontractor's timely compliance with other provisions of this *Subcontract Agreement* regarding claim and dispute procedures and notice, Subcontractor may be entitled to an equitable adjustment for unreasonable delays in the performance of Subcontractor's Work which delay is caused by the acts or omissions of the Contractor or persons acting for the Contractor. For purposes of this Section, persons acting for the Contractor shall not include, among others, the Owner, and its agents, employees, or representatives, including but not limited to architects and engineers."

## 2. REGISTRATION OF SUBCONTRACTOR.

2.1 **State Registration of Subcontractor.** Subcontractor must be licensed or certified by the Virginia Department of Professional and Occupational Regulation for the work to be performed under the Subcontract Agreement. If the Subcontract Agreement is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all construction, removal, repair, or improvements undertaken by the Subcontractor within any twelve (12) month period is seven hundred and fifty thousand dollars (\$750,000) or more, the Subcontractor is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor." (Note: non-Virginia licenses are not acceptable.) If the Subcontract Agreement is for seventy-five hundred (\$7,500) dollars or more but less than one hundred and twenty thousand dollars (\$120,000), the Subcontractor is required to show evidence of being licensed as a "Class B Contractor". If the Subcontract Agreement is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), the Subcontractor is required to show evidence of being licensed as a "Class C Contractor". The Subcontractor shall provide the Contractor a copy of the license.

## 3. WORKING CONDITIONS.

3.1 **Prior Notice of Excavation.** "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than twelve inches (12") in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Subcontractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

3.2 **Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements.** Subcontractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Subcontractor. Subcontractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Subcontractor fails or refuses to repair the damage promptly, Owner or Contractor may have the necessary work performed and charge the cost to Subcontractor. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

3.3 **Assignment of this Agreement to Owner.** Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that: (i) the assignment is effective only after termination of Prime Contract by Owner for cause pursuant to the Contract Documents and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and (ii) after the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

## 4. ANTI-DISCRIMINATION.

During the performance of this Subcontract, the Subcontractor agrees as follows:

4.1 The Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color,



sex or national origin, age, disability, status as a service disabled veteran, 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 Subcontractor. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 4.2 Subcontractor, in all solicitations for advertisements for employees placed on behalf of the Subcontractor, will state that such Subcontractor is an equal opportunity employer.
- 4.3 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 Article.
- 4.4 During the performance of this Subcontract, the Subcontractor 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 Subcontractor'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 Subcontractor that the Subcontractor maintains a drug-free workplace.
- 4.4.1 For the purposes of this subsection, a "**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 subsection, 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 Subcontract Agreement.
- 4.5 Subcontractor will include the provisions of this section, entitled Anti-Discrimination, in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Lower Tier Subcontractor and Lower Tier Supplier.

## 5. WORK FOR A PUBLIC BODY.

When the Owner is a public body, the following clauses also apply to the Subcontractor's Work:

- 5.1 **Availability of Funds.** It is understood and agreed between the Subcontractor and the Contractor 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 Contract. The Contractor's extended obligations on *Subcontract Agreements* that include Owner funding through successive fiscal periods shall be contingent upon actual appropriations by the Owner for the successive periods (additional years).
- 5.2 **Right to Audit and Preservation of Records.**
- 5.2.1 The Subcontractor shall maintain books, records, and accounts of all cash in accordance with generally accepted accounting principles and practices. The Owner, Contractor, or either's authorized representative shall have the right to audit the books, records, or accounts of the Subcontractor under any of the following conditions: (i) if the Subcontract Agreement is terminated for any reason in accordance with the *Standard Terms and Conditions* or the Contract Documents in order to arrive at equitable termination costs; (ii) in the event of a disagreement between the Subcontractor and Contractor or between the Contractor and Owner that implicates the Subcontractor's Work on the amount due the Subcontractor or Contractor under the terms of this *Subcontract Agreement*; (iii) to check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor or Subcontractor, or the Contractor's or Subcontractor's efficiency or effectiveness under this *Subcontract Agreement*, the Contract Documents, or in connection with extras, changes, claims, additions, backcharges, or other, as may be provided for in this *Subcontract Agreement*; or, (iv) if it becomes necessary to determine the Owner's rights, Contractor's rights, Contractor's obligations and Subcontractor's obligations under the Agreements or Contract Documents or to ascertain facts relative to any claim against the Contractor or Subcontractor which may result in a charge against the Owner or Contractor.
- 5.2.2 These provisions for an audit grant the Owner and Contractor unlimited access normal working hours to the Subcontractor's books and records under the conditions stated above.
- 5.2.3 Unless otherwise provided by applicable statute, the Subcontractor from the effective date of final payment or termination hereunder, shall preserve and make available to the Owner for a period of three (3) years at all reasonable times at the office of the Subcontractor but without direct charge to the Owner or Contractor, all its records, documents, and other evidence bearing on the costs and expenses of the Subcontractor under this Agreement and relating to the work hereunder, or to the extent approved by the Contractor, photographs, micro-photographs, or other authentic reproductions thereof.
- 5.2.4 If the Owner's or Contractor's audit produces a claim against the Subcontractor, the Owner and Contractor may pursue all its legal remedies even though it has made all or part of the payments required by this Agreement.

5.2.5 If any audit by the Owner, the Contractor, or either's representatives discloses an underpayment discloses an underpayment by the Owner or Contractor, the Owner or Contractor may have the duty to pay any amounts found by the audit to be owed to the Subcontractor. If such audit discloses an over-payment, the Subcontractor shall have the obligation to reimburse the Owner or Contractor for the amount of the overpayment.

5.2.6 The Owner's and Contractor's right to audit and the preservations of records still terminate at the end of three (3) years as stated hereinabove. The Subcontractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require same to be inserted by all Lower Tier Subcontractors in their subcontracts, for any portion of the work. Should Subcontractor fail to include this clause in any such contract or lower tier contract or otherwise fail to Insure the Owner's and Contractor's rights hereunder, the Subcontractor shall be liable to Owner for all expenses and attorney's fees which Owner or Contractor may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Owner from said persons under this clause. Such audit may be conducted the Owner, the Contractor, or either's authorized representative.

- 5.3 **Faith Based Organizations.** In accordance with VA. CODE § 2.2-4343.1, *et. seq.*, the Owner shall not (i) discriminate against a faith-based organization as defined in VA. CODE § 22.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in VA. CODE § 22.2-4343.1(F), or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
- 5.4 **Immigration Reform and Control Act of 1986.** By signing the Subcontract Agreement, the Subcontractor certifies that it does not and will not during the performance of this Contract for goods and/or services knowingly violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.
- 5.5 **Americans with Disabilities Act (ADA).** The Subcontractor warrants that it complies with Virginia and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*). Subcontractor hereby further warrants that the products or services it will provide under this Contract complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Subcontractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services at no additional cost to the Owner. **SUBCONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER AND CONTRACTOR FROM ANY AND ALL CLAIMS ARISING OUT OF SUBCONTRACTOR'S FAILURE TO COMPLY WITH THE AFORESAID REQUIREMENTS.** Failure to comply with these requirements shall constitute a material breach of this Subcontract and shall be grounds for termination of the Subcontract Agreement by the Contractor.
- 5.6 **Rights Under Antitrust Laws.** The Subcontractor assigns to the Contractor any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this Subcontract Agreement. This provision is remedial in nature and is to be liberally construed by any court in favor of the Contractor.

## 6. WORK FOR THE SCHOOL.

When the Owner is a school district, the following clauses also apply to the Subcontractor's Work:

- 6.1 In accordance with VA. CODE § 22.1-296.1, Subcontractor shall certify that they and any of their employees, servants, agents or Lower Tier Subcontractors who will provide Work under this *Subcontract Agreement* and who will be in direct contact with the Owner's students: "Have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child."
- 6.2 For purposes of this requirement, "direct contact with students" means being in the presence of students on school property during regular school hours or during school-sponsored activities.
- 6.3 Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such Work and, when relevant, the revocation of any license required to provide such Work.
- 6.4 The Subcontractor shall sign a certification as required by the Contractor or Owner that has been completed in its entirety. Any person, employee, Lower Tier Subcontractor, agent, officer, owner, or shareholder of the Subcontractor who will provide Work under this *Subcontract Agreement* and who will be in direct contact with the Owner's students shall meet the certification requirements.
- 6.5 This certification shall be binding throughout the contracted period and the Subcontractor shall provide the Contractor and Owner with immediate notice of any event which renders its certifications untrue.

- 6.6 Those persons required to register as a sex offender in any U.S. state, the District of Columbia, any U.S. territory or Indian Country shall not meet the requirements of this section. Such persons shall not be permitted on Owner's property.
- 6.7 All persons entering upon the Owner's property may be required to scan their valid driver's license in order to print a visitor's badge which includes the person's photo, name, and time of arrival. All visitors are required to wear their badge while on school property and sign out at the front office as they are leaving the building. As an added security feature, the scanning process now includes a cross reference to the national and state sex offender registry. If a visitor does not have a valid driver's license, staff may request an alternate government issued ID and manually check the visitor in through the system.

## **7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of laws and clauses required by law to be inserted in this *Subcontract Agreement* and will be deemed to be inserted herein and incorporated by reference. The *Subcontract Agreement* will be read and enforced as though it were included and if—through mistake or otherwise—any such provision is not inserted or not correctly inserted, then upon the application of other party the *Subcontract Agreement* will be amended to make such insertion.