

CONTRACT FOR GPCS REMODELING PROJECT

THIS CONTRACT is made on the date of execution between the General Contractor (GC) and Goochland Powhatan Community Services (GPCS). Whereas, GPCS requires professional General Contractor services; and Whereas, the General Contractor is engaged in the business of providing professional General Contracting and related services and has been selected by GPCS in response to its Request for Proposal as the firm to perform the work specified therein; Now, therefore, for the valuable consideration specified, the receipt and sufficiency of which is hereby acknowledged by the parties, GPCS and the General Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract entered into by the parties shall consist of the this Contract, the original Request for Proposal (RFP) and all addenda thereto, attached as Exhibit "A", and the proposal submitted by the General Contractor, attached as Exhibit "B", which shall be referred to collectively as the contract documents. The Contract Documents are to be taken as a whole and are intended to be complementary with one another. It is also intended that they include all items necessary for the proper execution and completion of the Work. If a conflict exists between or within the Contract Documents, or if they are inconsistent, the provisions of this Contract and the provisions of any Change Order added hereto after the date of this Contract shall control over any contrary terms contained in the Contract Documents existing at the time of this Contract. This Contract shall govern in the event of any conflict with any other provisions of the contract documents. In like manner, Exhibit A shall govern over Exhibit B. The Contract Documents set forth the entire Contract between GPCS and the General Contractor. GPCS and the General Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents, and that all terms and conditions with respect to this Contract are expressly contained herein.

2. SCOPE OF WORK

The General Contractor agrees to furnish all labor, materials, equipment, technical and professional services necessary or appropriate to perform and complete all of the work assigned by GPCS to the General Contractor, and all the work shown, described or required in the Contract Documents. The purpose of the work is to provide General Contracting services in the remodel and upfit in the remodel of the property at 3052 River Road West. The General Contractor represents that it will perform all tasks in accordance with generally accepted professional standards of care and the General Contractor further represents that it will provide to GPCS good advice and consultation within the General Contractor's authority and capacity. The General Contractor will comply with the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction applicable to any assigned project. GPCS will provide the initial scope of work before the start of the Project. It shall be the General Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the work. Nothing in the Contract Documents shall be construed to limit the General Contractor's responsibility to manage the details and execution of its work.

3. PROJECT OFFICER

The performance of the General Contractor required by this Contract is subject to the review and approval of GPCS Project Officer. However, it shall be the responsibility of the General

Contractor to manage the details of the execution and performance of its work under this Contract.

4. CONTRACT TERM

Work under this Contract will begin upon award and shall continue until the required work is completed and/or submitted and approved.

5. TIME OF THE ESSENCE

The General Contractor shall perform work in a timely manner as provided in the schedule as approved. The General Contractor shall assign the work to such qualified personnel in sufficient numbers to complete the work assigned according to the performance schedule set by the Project Officer. Time is of the essence for all work performed pursuant to this contract.

6. CONTRACT AMOUNT

As compensation for General Contractor's services, the General Contractor will be paid according to the General Contractor's proposal for the services included within the scope of work or called for by the Contract Documents.

7. ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Contract unless the services are covered by a written Amendment to this Contract signed by GPCS and the General Contractor specifying the expected cost of such services.

8. SUCCESSORS AND ASSIGNS

GPCS and the General Contractor bind themselves and any successors and assigns to this Contract. The General Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of GPCS.

9. NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed to create any liability on the part of either of the parties to any third party.

10. NO PERSONAL LIABILITY

Nothing herein shall be construed to create any personal liability on the part of any appointed official, officer, agent or employee of GPCS.

11. INDEMNIFICATION

The General Contractor agrees to save, defend, hold harmless, and indemnify GPCS, and all of its officers, departments, agencies, agents, and employees (collectively the "GPCS") from and against any and all claims, losses, damages, injuries, actions, fines, penalties, costs (including

court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the General Contractor's negligent or wrongful acts, errors or omissions in the performance or nonperformance of its work called for by the Contract Documents, including such acts, errors or omissions of General Contractor's employees, servants or agents.

12. GPCS EMPLOYEES

No employee of GPCS shall be a beneficiary to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public

13. EMPLOYMENT DISCRIMINATION BY GENERAL CONTRACTOR PROHIBITED

During performance of the contract the General Contractor will abide by the following non-discrimination and drug free workplace provisions, and shall include such provisions in every subcontract over \$10,000, so that the provisions will be binding upon each subcontractor or vendor:

- a. During the performance of this contract, the General Contractor agrees that it 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the General Contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor, will state that it is an equal opportunity employer.
- b. 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.

14. DRUG-FREE WORKPLACE

During the performance of this contract, the General Contractor agrees to (i) provide a drug-free workplace for the General 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 General Contractor's workplace and specifying the actions that will be taken against employees for violations of this prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the General Contractor that the General Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Contract, at which the General Contractor's employees, agents, subcontractors, vendors are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

15. CONFIDENTIALITY

In the course of performing general construction work, the parties recognize that General Contractor may come in contact with or become familiar with information which GPCS may, within the law, consider confidential. This information may include, but is not limited to, information pertaining to personal information of personnel, citizens or clients. General Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate GPCS personnel or their designees.

16. FAILURE TO DELIVER

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

17. ETHICS IN PUBLIC CONTRACTING

The Contract incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The General Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation 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.

18. LIABILITY

Neither the General Contractor nor GPCS will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, or rebellions beyond the control of the General Contractor or GPCS, that make performance impossible or illegal, unless otherwise specified in the contract.

19. APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Goochland County, Virginia. The provisions of this paragraph shall control over any contrary provisions in the contract documents. The Contractor shall comply with applicable federal, state, and local laws and regulations.

20. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The General Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

21. ANTITRUST

By entering into this Contract, the General Contractor conveys, sells, assigns and transfers to GPCS all rights, title, and interest in and to all causes of action the General Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by GPCS under said contract.

22. RELATION TO GPCS

The General Contractor will be legally considered as an independent contractor and neither the General Contractor nor its employees will, under any circumstances, be considered servants or agents of GPCS. GPCS will not be legally responsible for any negligence or other wrongdoing by the General Contractor, its servants or agents. GPCS will not withhold payments to the General Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the General Contractor. Further, GPCS will not provide to the General Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by GPCS for its employees.

23. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

24. SUBCONTRACTORS

The General Contractor may not use subcontractors to perform the services described herein without the express prior written consent of GPCS. The General Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Contract, to indemnify GPCS, and to provide insurance coverage for the benefit of GPCS in a manner consistent with this Contract. The General Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

25. PAYMENT OF SUBCONTRACTORS

The General Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the General Contractor by GPCS for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from GPCS attributable to the work performed by the subcontractor under the contract; or
- b. Notify GPCS and the subcontractor, in writing, of the General Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The General Contractor is obligated to pay interest to the subcontractor on all amounts owed by the General Contractor that remain unpaid after seven days following receipt by the General Contractor of payment from GPCS for work performed by the subcontractor under the contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The General Contractor shall include in each of 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.

A General Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of GPCS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

26. PROJECT STAFF

GPCS will, throughout the life of this Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the General Contractor. If GPCS reasonably rejects staff or subcontractors, the General Contractor must provide replacement staff or subcontractors satisfactory to GPCS in a timely manner and at no additional cost to GPCS. The day-to-day supervision and control of the General Contractor's employees shall be solely the responsibility of the General Contractor.

27. SUPERVISION BY GENERAL CONTRACTOR

The General Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

28. ADJUSTMENTS FOR CHANGE IN SCOPE

GPCS may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the General Contractor that the scope of the project or of the General Contractor's services has been changed requiring adjustments to the amount of compensation due the General Contractor unless such adjustments have been made by formal written Amendment to the Contract signed by GPCS and the General Contractor. If the General Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the General Contractor, the General Contractor must immediately notify the Project Officer in writing of this belief. The General Contractor will not be compensated for performing that particular work unless a written amendment has been signed by GPCS and the General Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer determines that the work is within the scope of the Contract as written, the General Contractor will be ordered to continue work.

29. PAYMENT TERMS

Unless otherwise indicated in the General Contractor's response, payment terms will be recorded by GPCS as Net thirty (30) days: GPCS will pay the General Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work reasonable and allocable to the Scope of Work and approved schedule, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by GPCS for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms.

30. NOTICES

All notices or invoices involving this contract shall be made either by personal delivery or by mail, and shall be deemed given upon personal delivery or upon receipt. Notices shall be given to the following addresses:

Goochland Powhatan Community Services
PO Box 189
Goochland, VA 23063

Either party may change the location or individuals for receipt of notices hereunder by providing written notice to the other party as provided above.

31. TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified and until GPCS determines that all requirements and conditions have been satisfactorily met and GPCS has accepted the work, and thereafter until the General Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods, if any. However, GPCS will have the right to terminate the contract sooner if the General Contractor has failed to perform satisfactorily the work required, as determined by GPCS in its discretion. In the event GPCS decides to terminate the contract for failure to perform satisfactorily, GPCS will give the General Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by GPCS. If the General Contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for the General Contractor's failure to provide satisfactory contract performance, the General Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the General Contractor and allocable to the contract and accepted by GPCS prior to such termination. However, an amount equal to all additional costs required to be expended by GPCS to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the General Contractor or charged to the General Contractor in the event GPCS terminates the Contract.

Except as otherwise directed, the General Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

32. TERMINATION FOR THE CONVENIENCE OF GPCS

The performance of work under the contract may be terminated by GPCS in whole or in part whenever GPCS shall determine that such termination is in GPCS's best interest. Any such termination shall be effected by the delivery to the General Contractor of a written notice of termination at least fifteen days (15) before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the General Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the

notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to GPCS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. The General Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the General Contractor and allocable to the contract up through and including the date of termination.

33. INSURANCE

The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance:

- Comprehensive General Liability and Auto Liability in the amount of \$1,000,000 per CSL (combined single limit)
- Workers Compensation coverage of 100/500/100
- A Certificate of Insurance which shall be submitted within 10 days of after Notice of Intent to Award and included as a part of this contract by reference. GPCS shall be named as additional insured on all policies except those pertaining to Worker's Compensation.
- Builder's Risk Insurance

All insurance required by this agreement shall be and remain in full force and effect for the entire life of the contract. Workers compensation limits and coverage shall comply with the requirements of the laws of the Commonwealth of Virginia.

34. NON-WAIVER PROVISION

No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.

35. SEVERABILITY

If any term, condition, provision or covenant of this Contract shall be held to be invalid, illegal or enforceable in any respect, this contract shall remain in effect and construed without regard to such terms, condition, provision or covenant.

36. HEADINGS

The headings and titles of the paragraphs of this contract are inserted solely for convenience, and are not to be construed as a limitation on the scope of the paragraph to which they refer.

37. ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive Contract between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.