

CONSTRUCTION CONTRACT

This _____ **Construction Contract** (the "**Contract**") dated the ____ day of _____, _____ is between _____ ("**Contractor**"), a Virginia corporation and Class A contractor, and **FLUVANNA COUNTY ("County")**, a political subdivision of the Commonwealth of Virginia, and sets forth the terms and conditions for Contractor's provision of Services to the County.

Whereas, in accordance with the County's small purchase procedure policy, the County issued an Invitations for Bids for the _____ Services ("**Services**"); and

Whereas, the Contractor submitted a proposal on _____ ("**Proposal**") to the County for the Services, and such Proposal is attached hereto as **Exhibit 1** and incorporated herein as a material part of this Contract; and

Whereas, the County wishes to engage the Services, and the Contractor wishes to provide all Services to the County as described in the Proposal for the Project;

NOW THEREFORE, the parties hereby agree as follows:

- 1. RECITATIONS AND WARRANTIES:** The foregoing recitations are incorporated herein by reference as material terms of the Contract between the County and Contractor. In addition, all warranties required or offered under the Bid or this Contract for the Services shall be assigned and delivered to the County with the Services.
- 2. SCOPE OF SERVICES:** The Contractor agrees that the Services shall meet or exceed: (i) all applicable industry standards so as to pass without exception in the trade; (ii) all requirements and provisions of this Contract and the Proposal; (iii) all requirements of the County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") attached hereto as **Exhibit 2**, which are incorporated herein by reference as a material part of this Agreement; and (iv) all requirements of Applicable Law. "Applicable Law" as used herein means all applicable federal, Commonwealth of Virginia and local laws, ordinances, rules and regulations or similar standards in any way related to the Services or performance under this Contract.

The Contractor has reviewed and agrees to the County's General Terms: _____ [Initial].

- 3. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

CONSTRUCTION CONTRACT

Worker's Compensation Amount required by Virginia law

These requirements are minimums. The Contract may specifically require the Contractor to carry additional or higher minimum amounts of insurance; and may include other additional requirements with respect to insurance and the provisions therefor.

The Contractor shall provide a copy of a Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County prior to entering into any Contract with the County. On this Certificate of Insurance, the County shall be named or indicated as additional insureds for comprehensive general liability. No change, cancellation or non-renewal shall be made in any insurance coverage without forty-five (45) day written notice to the County and such shall be noted in the policy. The Contractor shall furnish a new certificate prior to any change or cancellation date. Insurance required by this section shall be in full force and effect throughout any Contract term. If the Contractor fails to provide the County with acceptable evidence of current insurance within ten (10) days after a written request from the County therefor during the any Contract term, then the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

4. **LOCATION FOR SERVICES:** The Services are being completed on certain County Property briefly described as the _____, located at _____.
5. **PERFORMANCE:** The Services under the Contract shall be completed no later than _____; time being of the essence. Any warranties on the Services shall begin on the later of the date that the County accepts all the Services without reservation. All applicable warranties, promises and covenants relating to the Services provided for hereunder shall continue according to the terms thereof and shall survive any earlier termination of this Contract.
6. **DAMAGE TO COUNTY PROPERTY:** The Contractor shall repair and/or replace any damage done to any County property by their officers, employees or agents or resulting from Contractor's Services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the County. All such repairs or replacements shall be completed to the County's sole satisfaction. To protect the Contractor, the Contractor shall document any existing damage to the County property prior to commencing work in a writing to the County.
7. **NOTICE:** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following

CONSTRUCTION CONTRACT

methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

COUNTY:

Fluvanna County, Attn: Linda Mills, Purchasing Officer, 132 Main Street, Palmyra VA 22963, telephone: (434) 591-1930 (billing and service and product inquiries)

Fluvanna County, Attn: Dale Critzer, 197 Main Street, Palmyra VA 22963, telephone (434) 591-1825 (service and product inquiries)

With a Copy to: Fluvanna County Attorney, P.O. Box 540, Palmyra VA 22963, telephone (434) 591-1910 (contract inquiries)

CONTRACTOR:

8. **COMPENSATION:** Consistent with the Bid, the Contractor shall be paid a flat fee of _____ (“Contract Price”) for the Services, being more specifically described in the Proposal.
9. **PAYMENTS:** Payment and Invoice terms are governed by the County’s General Terms. Any additional services must be purchased only under a written amendment of this Contract signed by authorized representatives of both parties. Invoices should be directed to Fluvanna County Finance Department. The date that the Services are completed in compliance with this Contract to the satisfaction of the County is the “**Completion Date.**” In no event may the Contractor charge for travel, mileage, administrative costs, meals, lodging, overhead or other similar costs.
10. **FORCED AND CHILD LABOR PROHIBITION:** Contractor agrees that the use of forced or indentured child labor, as defined by VA Code § 2.2-4311.4, will be prohibited in the performance of this Contract. Contractor agrees to include this prohibition in any subcontract or purchase order that exceeds \$10,000, so that the prohibition is binding upon each subcontractor or vendor.
11. **EXHIBITS AND RESOLVING CONFLICTS:** The rights and duties of the County and Contractor under this Contract are set out herein and in the Exhibits attached hereto. Whenever possible, the terms of the above Contract and the Exhibits shall be read together and where there are similar provisions both shall apply, however in the event of a direct conflict, the order of control shall be this Contract, the County’s General Terms, then Exhibit 1, then **Exhibit 3** (Vendor Forms). To clarify, the Contract shall control over the Exhibits in the event of a direct conflict, and the County’s General Terms shall control over the other Exhibits.
12. **MISCELLANEOUS:** The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the

CONSTRUCTION CONTRACT

masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in multiple counterparts each of which shall be deemed an original and together which shall constitute the Contract. This Contract may be executed in duplicate originals, any of which shall be equally authentic. Applicable law and venue provisions of the County's General Terms apply.

13. **OTHER TERMS OF THE CONTRACT:** All other terms and conditions of the Contract remain in full force and effect and shall remain binding on the parties hereto.
14. **COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Contract may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one contract. This Contract may be executed by a Party's signature transmitted by facsimile or email, and copies of this Contract executed and delivered by means of faxed or emailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

In witness hereof, the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures.

Contractor:

Customer:

**County of Fluvanna, a political subdivision of
the Commonwealth of Virginia**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Fluvanna County Attorney