Kimberly Cook
Procurement Manager
10459 Courthouse Dr, Suite 201
King George, Virginia
Telephone (540) 775-1657
Fax (540) 775-7692

CONSTRUCTION SERVICES AGREEMENT
NUMBER: _____-00__

SUBJECT: _____

BETWEEN:

King George County
10459 Courthouse Dr.
Suite 200
King George, Virginia 22485

Phone: (540) 775-9181
Fax: (540) 775-5248
EMAIL: _____

CONTRACTOR:

_____
_____
_____

Phone: (___) _____
Fax: (___) _____
EMAIL: _____

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EXHIBIT IX:	Drawings, consisting of two sets of plans with a total of _____ sheets

CONSTRUCTION SERVICES AGREEMENT
NUMBER: _____

This CONSTRUCTION SERVICES AGREEMENT ("AGREEMENT"), entered into this _____ day of _____, 20___ between KING GEORGE COUNTY ("COUNTY"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County Board of Supervisors, and _____ ("CONTRACTOR"), a [ADD TYPE OF ENTITY/INDIVIDUAL], located at [ADD ADDRESS]. COUNTY and CONTRACTOR may be individually referred to as "PARTY" and/or collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, COUNTY desires to purchase construction services associated with the construction of [ADD DESCRIPTION], as further described in this AGREEMENT and as more particularly set forth in the referenced and Attachments and Agreement Documents, in accordance with the requirements of the King George County Purchasing Ordinance and the Virginia Public Procurement Act, where applicable; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide these construction services; and

WHEREAS, COUNTY desires to engage CONTRACTOR to provide such construction services; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive process [OR ADD OTHER E.G., SOLE SOURCE, EMERGENCY, ETC]; and

NOW THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and in the referenced and attached documents, it is hereby AGREED between the PARTIES as follows:

1.0 GENERAL & SUPPLEMENTAL TERMS & CONDITIONS

This AGREEMENT shall be subject to the General Terms and Conditions, General Conditions for Contracts for Construction and Supplemental General Conditions attached as Exhibits and incorporated into this AGREEMENT.

2.0 SCOPE

All construction, goods and/or services shall in all ways comply with and provide at least the specifications set forth in the attached and incorporated EXHIBITS, including all specifications and drawings.

3.0 TERM

The Term of this AGREEMENT shall be as set forth in Section I.2 of the General Conditions.

4.0 PRICING & PAYMENT

All pricing and payment shall be as set forth in Section I.3 of the General Terms and Conditions made part of this AGREEMENT.

5.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to goods and/or services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods and/or services in this AGREEMENT; as well as the authorizations and certifications set forth in the General Conditions.

6.0 AGREEMENT DOCUMENTS

This AGREEMENT includes the following Agreement Documents:

EXHIBIT I:	General Terms and Conditions
EXHIBIT II:	Certificates of Insurance
EXHIBIT III:	Invitation for Bid/Request for Proposal # _____
EXHIBIT IV:	Bid Form/Proposal dated _____
EXHIBIT V:	General Conditions for Contracts for Construction
EXHIBIT VI:	Supplemental General Conditions
EXHIBIT VII:	Performance & Payment Bonds
EXHIBIT VIII:	Specifications bearing the title, _____ consisting of _____ sections
EXHIBIT IX:	Drawings, consisting of two sets of plans with a total of _____ sheets

7.0 MERGER & AMENDMENTS

CONTRACTOR and COUNTY agree that AGREEMENT and Agreement Documents contain the entire agreement between the PARTIES and that any previous agreements, discussions, proposals, bids, modifications, representations and the like, in writing or otherwise, are hereby superseded and made null and void.

All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions..

8.0 COUNTERPARTS & SIGNATURES

This Agreement may be executed and/or kept separately or together; and in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. If the separate consent provided below is executed by the PARTIES, electronic

signatures and transmission by electronic means shall be effective as if in the original or in person.

Authority. Each PARTY asserts and confirms that the signatories below have full right, title and actual authority to execute this AGREEMENT.

Opportunity to consult counsel. CONTRACTOR acknowledges that it has had the opportunity to consult counsel with respect to this AGREEMENT as it deems fit.

SIGNATURES:

IN WITNESS WHEREOF, each of COUNTY & CONTRACTOR has caused this Agreement to be signed and delivered by its duly authorized representative:_____, 20___.

King George County, Virginia:

By:_____

County Administrator
King George County

Phone: (540) 775-2746
Fax: (540)775-5560

Contractor:

_____
_____
_____
(___)_____

By: _____

Title: _____

Approved as to form:

_____
County Attorney

CERTIFICATION: I, _____, certify by my signature above that I am the duly authorized agent of _____, and have all right and authority to represent _____, and to enter into this AGREEMENT.

EXHIBIT I
GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

I.1 "Department Head" means the director of the using department of King George County.

I.2 "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT.

I.3 "Purchasing Agent" means the Purchasing Agent of King George County whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.

I.4 "Construction, Goods and/or Services" shall be as defined in the King George County Purchasing Ordinance in effect at the time of the execution of this AGREEMENT.

I.5 "Work" means _____.

I.2 TERM

The term of this AGREEMENT is as follows: _____.

The term for the AGREEMENT shall commence on [DATE] and terminate on [DATE], unless otherwise terminated or extended under the terms of this AGREEMENT.

I.3 PRICE & PAYMENT

I.3.1 Price

The total cost for all construction, goods and/or services shall not exceed _____ dollars ($_____). CONTRACTOR certifies that it can provide all goods and/or services under this AGREEMENT for $_____ or less.

This is a [FIRM FIXED PRICE/TIME & MATERIALS/OTHER] Agreement.

I.3.2 Invoices

CONTRACTOR shall make monthly applications for payment as computed strictly based upon hourly rates/ rates/prices provided in Exhibit ____, but not to exceed $_____ in total, and/or associated milestone payments. COUNTY shall make payment upon review and acceptance of

the work submitted in each Application for Payment subject to the terms of progress payments as stated in the General Conditions and with 5% retainage pending Final Completion.

I.3.3 Minimum Construction Goods & Services
The minimum construction goods and services provided shall be as set forth in the attached and incorporated Exhibits.

I.3.4 Additional Services, Time & Expenses
When Additional Services, Time and/or Expenses are required, CONTRACTOR will prepare a "Change Order" describing the additional services and/or expenses, the cause of the additional services and/or expenses, the amount of increase or decrease of the AGREEMENT, and the amount of additional design time caused by the additional services and/or expenses. These services and/or expenses shall be reviewed and authorized by the COUNTY by signing and returning the Change Order. CONTRACTOR shall not proceed with additional services, time and/or expenses until COUNTY authorizes them in writing.

1.3.5 Payment.
COUNTY shall make payment to CONTRACTOR as set forth in this AGREEMENT and invoices for all conforming construction, goods and services upon inspection and acceptance by COUNTY, at its sole discretion.

I.3.6 Progress Payments.
Consistent with the General Conditions to the extent not expressly modified by this AGREEMENT, COUNTY shall make payments on the basis of CONTRACTOR's Applications for Payment, on the basis of the progress, less 5% retainage, of the Work completed to date and accepted by the COUNTY.

Prior to Final Completion, monthly progress payments will be made in an amount equal to the percentage indicated on approved Applications for Payment, but, in each case, less the aggregate of payments previously made and less retainage and such amounts as COUNTY may withhold, in accordance the General Conditions of the Contract for Construction and Supplementary General Conditions.

I.3.7 Final Payment.
Upon Final Completion and acceptance of the Work in accordance with the General Conditions of the Contract for Construction and Supplementary General Conditions, the COUNTY shall pay the remainder of the Contract Price.

1.3.8 Subcontractor Payment.
CONTRACTOR shall take one of the two following actions within seven days after receipt of amounts paid to the CONTRACTOR by COUNTY:

a. Pay all subcontractors for the proportionate share of the total payments received from COUNTY attributable to the work performed by the subcontractors under AGREEMENT; or

b. Notify COUNTY and subcontractors, in writing, of CONTRACTOR's intention to withhold all or a part of the subcontractors' payment with the reason for nonpayment.

1.3.7 Subcontractor Information.
CONTRACTOR shall require:

a. Individual contractors to provide their social security numbers; and

b. Proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

c. Subcontractor Interest.

d. CONTRACTOR shall pay interest to all subcontractors on all amounts owed by the CONTRACTOR that remains unpaid after seven days following receipt by the CONTRACTOR of payment from COUNTY for work performed by the subcontractors under AGREEMENT, except for amounts withheld as allowed above.

e. Unless otherwise provided under the terms of this AGREEEMENT, interest shall accrue at the rate of one percent per month.

f. 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.

g. CONTRACTOR's obligation to pay any interest charge to a subcontractor pursuant to this Section shall not be construed to be an obligation of COUNTY.

h. No modifications to this AGREEMENT shall be allowed for the purpose of providing reimbursement for such interest charges.

i. No cost reimbursement claim shall include any amount for reimbursement for such interest charges.

I.4 TAXES

King George County is exempt from excise taxation by virtue of exemption certificate No. 54-0716449.

CONTRACTOR is solely responsible for all taxes that may be applicable to resulting from this AGREEMENT and shall comply with all taxes laws and regulations and timely pay all applicable taxes.

The prices in this AGREEMENT shall include all other federal and state, direct and indirect taxes which apply.

I.5 QUALITY CONTROL & INSPECTION

I.5.1 COUNTY, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by CONTRACTOR in carrying out this AGREEMENT.

I.5.2 COUNTY does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.5.3. CONTRACTOR shall be responsible for the agreed quality and standards of all materials, components or completed work furnished under this AGREEMENT up to the time of final acceptance by COUNTY. Thereafter, CONTRACTOR remains obligated for any applicable warranties and latent defects.

I.5.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COUNTY.

I.6 RECORDS & REPORTING

I.6.1 Books & Reports.
During the Term and for a period of two years thereafter, CONTRACTOR will maintain books and records related to this Agreement, unless returned or destroyed at COUNTY's request; and upon reasonable notice, CONTRACTOR will provide such books and records to COUNTY for review.

CONTRACTOR shall permit the inspection of its books and records related to this AGREEMENT, upon reasonable request and notice from COUNTY and in a manner which will not disrupt CONTRACTOR's business and/or violate any other customer confidentiality.

I.6.2 Reporting.
The Parties will develop a schedule of reporting and meetings in collaboration with the appropriate staff to best accommodate COUNTY'S needs.

I.7 DELIVERIES

Construction Goods and/or Services shall be completed to the satisfaction of COUNTY by the date specified in this AGREEMENT. Completed services not complying with the requirements of this AGREEMENT will be rejected by the Procurement Manager and shall be corrected by CONTRACTOR at no cost to COUNTY. In case of failure to complete services in accordance with the terms and conditions of this AGREEMENT, COUNTY, after due oral or written notice, may perform the services and/or have the services performed and hold CONTRACTOR

responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which COUNTY may have.

I.8 RESPONSIBILITY FOR PROPERTY

CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of COUNTY caused by the negligence or wrongful acts or omissions of CONTRACTOR or CONTRACTOR's subcontractors, representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by CONTRACTOR shall be the responsibility of CONTRACTOR until final acceptance by COUNTY.

I.9 SECRECY OF COUNTY'S DATA & CONFIDENTIALITY

I.9.1 Secrecy & Trade Secrets.

CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of COUNTY, without first obtaining the prior written authorization of COUNTY. Upon COUNTY'S request, such data, designs, or other information, including all copies thereof, shall be returned to COUNTY. Where COUNTY's data, designs, or other information are furnished to CONTRACTOR's suppliers for procurement of supplies for use in the performance of COUNTY's orders, CONTRACTOR shall insert the substance of this provision in its orders.

I.9.2 Confidentiality & Confidential Information.

Confidentiality. CONTRACTOR shall keep confidential all information related to this AGREEMENT, to the maximum extent allowed by law. CONTRACTOR will use Confidential Information that it receives from COUNTY only for the purposes set forth in this AGREEMENT.

CONTRACTOR shall not to disclose Confidential Information to any third party except those professionals engaged by or employed by it regarding this AGREEMENT. All such third parties must also be aware of and subject to these Confidentiality terms.

Confidential Information. If there is certain information that COUNTY asserts is "highly confidential" and shall be restricted in particular ways, COUNTY shall mark such information "Highly Confidential" and direct CONTRACTOR on how it may be used and or disseminated.

As a condition to receiving and/or furnishing Confidential Information, CONTRACTOR agrees to keep confidential and secret all Confidential Information which county furnishes or makes available, in any form, format, media and data compilation of any kind and whether furnished or disclosed at any time before or after the date hereof, to CONTRACTOR and/or its agents, representatives, attorneys, accountants, financial advisors, directors, officers and employees

("Representatives"); and to take or refrain from taking any actions which would reveal Confidential Information and/or violate this AGREEMENT.

CONTRACTOR agrees that the Confidential Information will be kept confidential by it and its Representatives and will be used by CONTRACTOR only for the Purpose. CONTRACTOR shall transmit Confidential Information only to those of its Representatives who need to know such information for the Purpose and shall be advised by CONTRACTOR of this Agreement, and agree with CONTRACTOR to be bound by confidentiality provisions no less strict than those contained in this AGREEMENT. CONTRACTOR agrees that it shall be responsible for any breach of this AGREEMENT by any of its Representatives.

At the request of COUNTY, all Confidential Information will be immediately returned to COUNTY.

In the event of a release of Confidential Information not authorized by this AGREEMENT, including by court order, data breach or other disclosure, CONTRACTOR shall immediately, but in no case longer than twenty-four (24) hours, notify COUNTY. CONTRACTOR shall take all reasonable efforts to safeguard all Confidential Information and to stop any breach and to retrieve any unauthorized disclosures.

COUNTY makes any representations or warranty as to the accuracy or completeness of any of the Confidential Information.

Confidential Information includes all information, in whole or in part, in any form or data compilation whatsoever, including but not limited to: [ADD SPECIFIC CONSTRUCTION SERVICES & GOODS OF THIS AGREEMENT]; reports, business plans, training materials, trade secrets, employee information and policies, financial information, plans for the future, research and development, goods and services, marketing, promotion, selling and servicing; analyses, compilations, studies, prices, techniques, algorithms, computer programs, source and object codes, product content and features, screen shots, product concepts, programming techniques, designs, drawings, formulas, test data, research, work in process, future development, engineering, manufacturing, marketing, servicing, financing or personnel information, sales, suppliers, clients, customers, donors, employees, investors, security procedures and protocols, inventions; and shall include this Agreement and related meetings or discussions; and each party shall not disclose that it has signed this Agreement or have had any contact or conversations whatsoever unless, upon advice of counsel, such disclosure is required by applicable law or regulation, or applicable stock exchange rules, and then only after giving as much prior written notice and opportunity to review and comment to the Disclosing Party as is practicable under the circumstances.

“Confidential Information” does not include information which is or becomes generally available to the public other than as a result of a disclosure by COUNTY; or becomes available to CONTRACTOR on a non-confidential basis from a source other than COUNTY.

The obligations of CONTRACTOR under this AGREEMENT shall remain in effect for a period of five years from the date of disclosure with respect to any Confidential Information, unless this AGREEMENT is terminated by COUNTY at an earlier time or is superseded by another agreement.

These Confidentiality provisions shall survive termination or expiration of this AGREEMENT.

CONTRACTOR agrees that unauthorized release of Confidential Information will cause irreparable harm which will be hard or impossible to quantify and therefore agree that injunctive relief shall be available in the event of an action under this AGREEMENT.

All other remedies remain available.

I.10 ASSIGNMENT, SET-OFF & SUBCONTRACTING

I.10.1 No Assignment.
No part of this AGREEMENT, nor the AGREEMENT itself may be transferred or assigned to any other party by CONTRACTOR without the express, written consent of COUNTY.

CONTRACTOR shall not transfer or assign any AGREEMENT funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from COUNTY shall be subject to deduction by COUNTY for any set-off or counterclaim arising out of this or any other of COUNTY'S purchase orders with CONTRACTOR, or for any other liquidated debt from CONTRACTOR to COUNTY, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by CONTRACTOR.

I.10.2 Binding on Successors.
This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of CONTRACTOR. CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of COUNTY (but in no case shall the consent relieve CONTRACTOR from its obligations or change the terms of the AGREEMENT).

I.10.3 Subcontractors.
CONTRACTOR may subcontract some or all of its obligations under this AGREEMENT with the written approval of COUNTY, only.

CONTRACTOR shall maintain the overall responsibility to manage and provide the construction goods and/or services under this AGREEMENT whether directly or through a third party. CONTRACTOR shall be responsible for completely supervising and directing the work under this AGREEMENT and all subcontractors that he may employ.

CONTRACTOR agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

I.11 NON-INFRINGEMENT OF INTELLECTUAL PROPERTY

To the extent that the services are provided relating to detailed designs not originated and furnished by COUNTY, or by a process or method the use of which is not specifically directed by COUNTY, CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any third-party United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save COUNTY and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided CONTRACTOR is notified within a reasonable time of such action or claim against COUNTY. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.12 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against CONTRACTOR or in the event of the appointment, with or without CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, COUNTY shall be entitled to cancel any unfilled part of this AGREEMENT without Notice, set-off or other liability.

The filing of bankruptcy or receivership shall be a condition of material Default.

I.13 CHOICE OF LAW, VENUE & NO ARBITRATION OR MEDIATION

This AGREEMENT between the PARTIES, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the Circuit Court for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. CONTRACTOR and COUNTY hereby waive any and all rights to arbitration and/or mediation under the laws of Virginia, the United States, or otherwise.

I.14 INDEMNIFICATION

CONTRACTOR agrees to save, defend, hold harmless and indemnify COUNTY, and all of its offices, officers, departments, commissions, committees, employees, subdivisions, agencies, agents, and employees from and against any and all claims, suits, causes of actions of all kinds, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including CONTRACTOR'S and all subcontractors' employees and workers, of any nature or kind, wheresoever and by whomsoever brought arising out of or in connection with this

AGREEMENT Without in any way limiting the foregoing, CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workers Compensation insurance as required by law, covering all employees performing under this AGREEMENT. Notwithstanding the foregoing, in the event this AGREEMENT relates to construction services, Virginia Code Section 2.2-4335 applies as to delays caused by acts or omissions of the COUNTY, its agents or employees; and, delays due to causes within the control of the COUNTY, its agents or employees.

In the event that this AGREEMENT relates to the planning or design of a building, structure, or appurtenance thereto, including moving, demolition, or excavation connected therewith, or relates to the planning or design of construction projects, the "duty to defend" as set forth above shall not apply.

I.15 LIMITATION OF LIABILITY - COUNTY

COUNTY'S liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall COUNTY be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.16 TERMINATION & RIGHT TO CURE

I.16.1 Termination for Cause.
If CONTRACTOR materially defaults in the performance of any provision of this AGREEMENT, and such default is not cured within thirty (30) days after COUNTY gives written notice of such default, then COUNTY shall be entitled to terminate this Agreement immediately upon written notice.

If CONTRACTOR acknowledges that the default cannot be cured, then COUNTY may immediately terminate this AGREEMENT upon written notice to CONTRACTOR.

Events of "Material Default" shall include but are not limited to the failure to timely provide the contracted construction goods and/or services.

I.16.2 Termination for Persistent Defaults.
COUNTY may, upon written notice to CONTRACTOR, terminate this AGREEMENT if there exists an on-going series of material defaults, even if they are cured within the permissible periods; and/or there are persistent, non-material defaults; either or both of which in the aggregate constitute a material default or have a material adverse impact on COUNTY operations.

I.16.3 Termination for Information Security Incident.
COUNTY may, upon written notice to CONTRACTOR, terminate this Agreement if there is a cyber-security incident and/or data privacy breach.

I.16.4 Effect of Termination.

Termination shall not relieve either PARTY of any obligations incurred prior to the termination. Upon receipt of notice of termination CONTRACTOR agrees to (i) cease performance of all Services; (ii) cease all use of the other Party's technology, facilities and property; and (iii) and upon COUNTY's request and direction, to promptly and securely destroy or return all copies (electronic or written) of the content, information, materials, technology, and any Confidential Information of COUNTY in CONTRACTOR's possession, custody or control.

Upon termination, COUNTY agrees to pay all pending and outstanding fees and costs for all accepted construction goods and/or services, less and set-off.

I.16.5 Termination Assistance and Continuity of Services.
Upon the request of COUNTY, CONTRACTOR shall, for a period not to exceed six months after the expiration or termination of this Agreement for any reason (i) continue to provide the Services at the fees and upon the other terms and conditions contained in this AGREEMENT and (ii) assist COUNTY or CONTRACTOR'S successor (if any) in the transition of the provision of construction goods and/or services and back to COUNTY or to CONTRACTOR'S successor.

The Term shall not be deemed to have expired or terminated until the Services described in this Section are completed.

I.16.6 COUNTY's Right to Cure.
In case of Default by CONTRACTOR, COUNTY may procure them from other sources and hold the CONTRACTOR responsible for any resulting additional purchase charges, costs and administrative costs.

This remedy shall be in addition to any other remedies which the University may have.

CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of CONTRACTOR.

I.17 TERMINATION FOR THE CONVENIENCE OF COUNTY

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in COUNTY'S best interest. Any such termination shall be affected by the delivery to CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from COUNTY. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.18 FORCE MAJEURE

Neither Party shall be deemed in default under this Agreement, nor shall it hold the other PARTY responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, pandemic, epidemic, disease, labor strike, lockout, or boycott, provided that the PARTY relying upon this section (i) shall have given the other PARTY prompt written notice thereof and, in any event, within five days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based.

Notwithstanding anything to the contrary in this Section, CONTRACTOR will not be relieved of its Confidentiality obligations. CONTRACTOR is also not relieved of performance due to unusual weather delay without submitting a written claim as specified in the General Conditions.

I.19 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that COUNTY will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to plans, drawings, blueprints, designs, engineering reports, environmental reports and testing, tangible items, information, works, derivative works, results, strategies, taxonomies, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever ("WORKS"); and such shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

All such WORKS accepted and paid for by COUNTY are and shall remain the exclusive property of COUNTY and CONTRACTOR shall neither have nor will make claim of ownership of any such.

CONTRACTOR agrees that it has no right, title and/or interest in such WORKS and will not give, sell, rent, license or otherwise distribute or share such Work with any party other than COUNTY, without COUNTY's express, written consent.

This AGREEMENT constitutes a current assignment of any such ownership rights that CONTRACTOR may have in law or otherwise:

"CONTRACTOR hereby irrevocably grants and assigns to COUNTY all rights, title, and interest in and to the WORKS, and all property therein, including all copyrights as well as all renewals and extensions of copyright throughout the world, now or hereafter provided. COUNTY's rights will thus include, but not be limited to, the USE OWNERSHIP, AND exclusive right to publish, adapt, license, copy, transmit, republish, distribute, and sell the Work in whole or in part in any channels and by any method or means currently available or developed in the future. The copyright shall be in the name of COUNTY or its designee.

CONTRACTOR hereby irrevocably grants to COUNTY, during the full term of copyright or trademark or otherwise in the WORKS and all such rights, worldwide."

Further, CONTRACTOR agrees that all information provided to and by COUNTY pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of COUNTY and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.20 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of the performance of this AGREEMENT, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.21 OFFICIAL NOT TO BENEFIT & NO CONFLICTS

CONTRACTOR certifies that to the best of his knowledge no COUNTY official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to COUNTY Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, COUNTY as a prerequisite to payment pursuant to CONTRACTOR, or at any time may require CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.22 NON-APPROPRIATION

COUNTY shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this AGREEMENT. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this AGREEMENT, then COUNTY shall immediately notify CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COUNTY of any kind whatsoever.

I.23 NO AGENCY RELATIONSHIP & NO PARTNERSHIP

Neither PARTY is an agent, representative, or partner of the other PARTY. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other PARTY.

This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, public-private partnership, franchise, sales, representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either PARTY.

Further, CONTRACTOR is not the agent, subagent or representative of COUNTY; and this AGREEMENT shall not make COUNTY liable to any person, firm, corporation or other who contracts with or provides goods or services to CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to CONTRACTOR as a result of its services to COUNTY hereunder or otherwise.

I.24 AGREEMENT MODIFICATION

Pursuant to Virginia law, including Virginia Code Section 2.2-4309, this Agreement may be modified during performance for all purposes allowed by law, as agreed by all PARTIES; however, any modification of this Agreement shall be in writing and shall be signed by authorized representatives of the PARTIES.

I.25 QUALIFICATIONS OF BIDDERS OR OFFERORS

COUNTY may make such reasonable investigations as deemed proper and necessary to determine the ability of CONTRACTOR to perform the work and/or furnish the goods under this AGREEMENT and CONTRACTOR shall furnish to COUNTY all such information and data for this purpose as may be requested.

COUNTY reserves the right to inspect CONTRACTOR’s physical facilities to satisfy questions regarding CONTRACTOR’s capabilities.

COUNTY reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such CONTRACTOR fails to satisfy the COUNTY that such CONTRACTOR is properly qualified to carry out the obligations of this AGREEMENT.

I.26 DEBARMENT

By submitting their bids or proposals and entering into this AGREEMENT, CONTRACTOR certifies that it is not currently debarred from submitting bids or proposals on contracts by any agency of County or state, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of COUNTY or state.

In the event that CONTRACTOR becomes debarred during the term of this AGREEMENT, such shall be an event of material Default.

I.27 CONTRACTOR REGISTRATION

If this AGREEMENT involves construction, removal, repair or improvement of a building or other real property, CONTRACTOR is required under Title 54, Code of Virginia (1950), as amended from time-to-time, to be licensed by the State Board of Contractors under the appropriate CLASS.

Licensed Class ____ Virginia Contractor No. :_____

I.28 WARRANTIES

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of _____ following Final Completion. Should any defect be noted by the owner, the Purchasing Office will notify CONTRACTOR of such defect or non-conformance.

Notification will state either (1) that CONTRACTOR shall replace or correct, or (2) COUNTY does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If CONTRACTOR is required to correct or replace, it shall be at no cost to COUNTY and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If CONTRACTOR fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge CONTRACTOR the costs occasioned thereby or obtain an equitable adjustment in the contract price.

CONTRACTOR agrees that the supplies or services furnished under this AGREEMENT shall be covered by the most favorable commercial warranties CONTRACTOR gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the COUNTY.

CONTRACTOR warrants that, unless otherwise specified, all materials and equipment incorporated in the work under this AGREEMENT shall be new, first class, and in accordance with the Agreement Documents. CONTRACTOR further warrants that all workmanship shall be of the highest quality in the trade, profession, or industry and in accordance with Agreement Documents and shall be performed by persons qualified in their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this AGREEMENT.

A copy of all warranties must be furnished with the executed AGREEMENT.

I.29 WORK SITE DAMAGES

Any damage, including damage to finished surfaces, resulting from the performance of this AGREEMENT shall be repaired to COUNTY's satisfaction at CONTRACTOR's expense.

I.30 USE OF PREMISES AND REMOVAL OF DEBRIS

CONTRACTOR expressly undertakes, either directly or through its subcontractors:

To perform this AGREEMENT in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work; and

To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with progress of its work or the work of COUNTY or any other Contractor; and

To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; and

To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor; and

CONTRACTOR shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.

I.31 PROTECTION OF PERSONS AND PROPERTY

CONTRACTOR expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property, including COUNTY's employees and property and its own.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect COUNTY'S property from injury or loss arising in connection with this AGREEMENT.

CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly due to errors in the Agreement Documents or caused by agents or employees of COUNTY. CONTRACTOR shall adequately protect adjacent property as provided by law and the Agreement Documents, and shall provide and maintain all passageways, guard fences, lights

and other facilities for protection required by public, COUNTY, local conditions, or any of the Agreement Documents.

In an emergency affecting the safety or life of individuals, or of the work or of adjoining property, CONTRACTOR, without special instruction or authorization from the COUNTY, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. Also, should CONTRACTOR to prevent threatened loss or injury, be instructed or authorized to act by COUNNTY, he shall so act, without appeal. Any additional compensation or extension of time claimed by CONTRACTOR on account of any emergency work shall be determined as provided in the AGREEMENT.

I.32 LIQUIDATED DAMAGES, FURNISH AND INSTALL

Time is of the essence in the delivery of supplies, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of $_____ per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence or default on the part of COUNTY, public enemy, war, embargo and fire or explosion not caused by the negligence or intentional act of CONTRACTOR or his supplier(s), or by riot, sabotage or labor trouble that results from a cause or causes entirely beyond the control or fault of CONTRACTOR or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written Claim and justification for an extension from CONTRACTOR, the purchasing office may extend the time for performance of this AGREEMENT or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

CONTRACTOR agrees that these liquidated damages amounts are fair and reasonable, and not a penalty, as it would be difficult or impossible to otherwise quantify such damages.

I.33 PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in CONTRACTOR's cost of materials not to exceed the increase in the following index indices: CPI-W: U.S. city average, by expenditure category and commodity and service group- Information technology, hardware and services (1) (5).

No price increases will be authorized for three hundred and sixty-five (365) calendar days after the effective date of this AGREEMENT. Price escalation may be permitted only at the end of this period and each 365 days hereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed COUNTY.

CONTRACTOR shall give not less than thirty (30) days advance notice of any price increase to the purchasing office.

Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. CONTRACTOR shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to COUNTY; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and CONTRACTOR in writing of the effective date of any increase which it approves. However, CONTRACTOR shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

I.34 QUANTITIES

Quantities set forth in this solicitation are estimates only, and CONTRACTOR shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

1.35 SEVERABILITY, ENFORCEMENT & NO WAIVER

If any part of this Agreement is deemed unenforceable, the remainder shall remain in full force and effect.

No failure or delay by COUNTY in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

I.36 DATA PRIVACY & SECURITY

CONTRACTOR understands and agrees that COUNTY may come into knowledge and/or possession of personally identifiable information, including names, physical addresses, IP addresses, social security numbers, governmental identification numbers, banking and financial information and the like, of certain individuals and citizens of the U.S.A and other countries during the course of its obligations under this Agreement. CONTRACTOR understands will use industry best efforts to safeguard this information.

I.37 SECURITY CERTIFICATION

CONTRACTOR will at all times use the industry standards and best efforts to protect all information related to this Agreement.

In the event of a data or other security breach, CONTRACTOR will make every effort to stop the breach and recover all lost information, at its sole cost.

In the event of a data or other security breach, CONTRACTOR will immediately notify the other Party of the nature and scope of the breach and will keep the other Party notified of all security and recovery efforts to cure the breach. In addition, the Parties agree to follow and require all other persons and entities who have access to information under this Agreement, including any subcontractors, to follow these security procedures.

I.38 ANTI-DISPARAGEMENT

To the extent allowed by law, CONTRACTOR agrees that at no time shall it disparage or detract from COUNTY, even in the event that a dispute may arise from this AGREEMENT. Violation of this provision shall be considered a material breach and the terms of this provision shall survive the termination of this AGREEMENT, indefinitely.

I.39 INSURANCE

CONTRACTOR certifies that it and all subcontractors will maintain the following insurance coverage during the entire term of the AGREEMENT and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and in accordance with further specifications stated in the Invitation for Bid (Exhibit III).

CONTRACTOR agrees that it will provide to COUNTY all relevant insurance certificates and policies as requested, with at least the following limits:

1. Workers' Compensation. Coverage is compulsory for employers of three or more employees, to include the employer. If CONTRACTOR fails to notify COUNTY of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the AGREEMENT shall be in material Default.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $2,000,000 per occurrence and $4,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The University must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $2,000,000 per occurrence. Required if a motor vehicle not owned by COUNTY is to be used in the performance of the AGREEMENT.

I.40 NOTICES

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

Unless new names and/or addresses are provided by one PARTY to the other, in writing, all notice under this AGREEMENT shall be sent to the following persons and addresses by courier or first-class U.S. Mail or e-mail at:

COUNTY:
[CONTACT NAME]
[CONTACT TITLE]
[CONTACT INFO]

CONTRACTOR:
[CONTRACTOR NAME & CONTACT INFO]

I.41 CERTIFICATION OF AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH

CONTRACTOR certifies that it and all of its subcontractors and agents of all kinds used in conjunction with and arising out of the AGREEMENT are authorized to enter into this AGREEMENT; are authorized and licensed to conduct business of the type set forth in this AGREEMENT with the Commonwealth of Virginia and the County of King George; and are and will remain in good standing with such authorizations and licensure throughout the duration of this AGREEMENT.

CONTRACTOR shall notify COUNTY within seventy-two (72) hours of any change in status of the authorizations and/or licensure set forth in this AGREEMENT.

In the event that CONTRACTOR allows its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth and/or County, or such to be revoked or cancelled at any time during the term of the contract, COUNTY may void this AGREEMENT without notice or set-off.

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

If your authority to transact business is revoked or cancelled at any time during the term of this AGREEMENT the COUNTY may void any and all Agreements and/or contracts at any time without notice, set-off or recourse.

I certify that _____ is authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code: Yes

CONTRACTOR'S identification number issued by the SCC: _____ _____

I.42 COMPLIANCE WITH LAWS

CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any manner affect the performance of this AGREEMENT, including obtaining all necessary permits and licensure, and without limitation, the Virginia Code, the King George County Code, the King George County Purchasing Ordinance, the King George County and Commonwealth of Virginia Building Codes, the King George County Zoning Ordinance, Standards, Specifications and Regulations of the King George County and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and County Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference.

Procedures for Agreement disputes, appeals and protests shall be governed by the Ordinance and the General and Supplemental Conditions.

I.43 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR does not, and shall not during the performance of AGREEMENT, knowingly employ and/or allow any subcontractors to employ any unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

I.44 NON-DISCRIMINATION

During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

I.44.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, 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 CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause, including the names of all contracting agencies with which the contractor has contracts of over $10,000.

I.44.2 CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.

I.44.3 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 section.

I.44.4 CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

I.44.5 CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

1.44.6 Nothing contained in this AGREEMENT shall be deemed empower any Party to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex or national origin on account of an imbalance that may exist with respect to the total number or percentage of persons of any race, color, religion, sex or national origin employed by such contractor in comparison with the total number or percentage of persons of such race, color, religion, sex or national origin in any community or in the Commonwealth.

I.45 DRUG-FREE WORKPLACE

CONTRACTOR agrees that at all times during the performance of this AGREEMNT it shall:
Provide a drug-free workplace for the contractor's employees; and
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; and
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
Include the provisions of the foregoing clauses in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
"Drug-free workplace" means a site for the performance of work done in connection with this AGREEMENT, 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 this AGREEMENT.

I.46 NO FIREARMS, WEAPONS OR DRUGS

Contractor agrees that no employee or agent of CONTRACTOR of any kind will possess or cause to possess firearms and/or weapons and/or alcohol and/or illegal or controlled substances within 500 feet of King George County property and facilities except as required by private security employed by King George County or official public law enforcement.

I.47 ANTI-TRUST

By entering into this AGREEMENT, CONTRACTOR conveys, sells, assigns, and transfers to COUNTY all rights, title and interest in and to all causes of 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 COUNTY under this AGREEMENT.

Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-trust violations.

I.48 OFAC COMPLIANCE/ANTI-TERRORISM

CONTRACTOR agrees that it is and will remain in compliance with the laws and regulations and U.S. Executive Orders regarding all prohibited dealings and information sharing under the United States of America Office of Foreign Asset Control, and otherwise under United States and the relevant, associated countries' federal, state, provincial and local laws. The Parties shall not share any information or having dealings with "Specially Designated Nationals" and/or any of the prohibited nations, persons or entities, relating to this Agreement, including individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries; individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific.

I.49 ANTI-CORRUPTION

CONTRACTOR agrees that it is and will remain in compliance with all United States, the Commonwealth of Virginia and the relevant or associated countries' federal, state, provincial and local laws regarding anticorruption, including the U.S. Foreign Corrupt Practices Act (1997).

I.49 CHILD PROTECTION & NO FELONS

A violation of any part of this Section shall constitute material default and may result in the COUNTY voiding this AGREEMENT without Notice or set-off.

To the fullest extent allowed by law, CONTRACTOR shall not use, any employees, staff, contractors, or other personnel, whether employed, contracted or otherwise engaged, in any way during the execution and fulfillment of this Contract, who is or has been: Convicted of or is under charge or indictment for any felony offense, any offense against children, is a registered sex offender, has a founded complaint of child abuse or neglect, has any on-going investigations for any of the above, in any state or country. CONTRACTOR agrees to ensure that all subcontractors, outside contractors and any other personnel executing and fulfilling this Contract agrees to and adheres to the same. CONTRACTOR and all subcontractors must agree to background investigations as deemed necessary by COUNTY, as a condition to the continuation of this Contract. Notwithstanding any other provision in this AGREEMENT, a violation of this provision, for any reason, whether known or unknown, intentional or unintentional, willful or not, constitute a condition of material Default and County may terminate all or part of this AGREEMENT as a result without Notice, set-off or demand.

CONTRACTOR and all subcontractors must sign the following Certification:

CONTRACTOR CERTIFICATION REGARDING CRIMES & COMPLAINTS

I, _____, _____ of/for
[Print Name] [Title]

_____, certify that no employee, independent contractor and/or agents of any kind of Contractor and all subcontractors In any way engaged in the execution or fulfillment of this AGREEEMENT, either by providing goods, services or both, has been convicted of any offense against children, is a registered sex offender, has a founded complaint of child abuse or neglect, has any on-going investigations for any of the above, in any state or country.

False statements under this provision may constitute a criminal offense.

_____ _____
SIGNATURE DATE

_____
TITLE

I.50 CONTRACTOR REGISTRATION

If this Agreement involves construction, removal, repair or improvement of a building or other real property, CONTRACTOR is required under Title 54, Code of Virginia (1950), as amended from time-to-time, to be licensed by the State Board of Contractors under the appropriate CLASS.

I.51 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

I.51.1 CONTRACTOR shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to its health or safety, as determined under construction safety and health standards promulgated by regulations of the Secretary of Labor.

I.51.2 CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.. 327 et. seq.).

I.51.3 CONTRACTOR shall include or cause to be included in each nonexempt subcontract the clauses in I.47.1 and Il47.2 above. A person who undertakes to perform a portion of a contract involving the furnishing of supplies of materials will

be considered a "subcontractor" under Section 107 if the work in question involves the performance of construction work and is to be performed directly on or near the construction site, or (b) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project.

Supplementary Provision for Submission and Disposition of Contractual Claims

A "Claim" for purposes of this provision means a demand or assertion by the Contractor for an adjustment of contract price, time, or other equitable adjustment or relief with respect to terms of the Agreement.

The Engineer will make a recommendation (or inaction shall operate as denial) on properly submitted Claims as provided in the General Conditions, and in the event that optional mediation does not resolve further disputes as provided in the General Conditions, the following additional dispute resolution process is available if written notice is provided to the County Administrator and County Attorney of the intent to appeal the Engineer's decision to the Board of Directors within thirty (30) days of termination of mediation. The Board of Directors shall render a decision on the Claim appeal within ninety (90) days of the date of receipt of a valid appeal notice, or denial is effectuated by written denial pursuant to Virginia Code Section 2.2-4363(B). Such decision shall be final and binding to the fullest extent allowed by law. The Contractor may not institute legal action prior to the Board of Director's final decision on the claim or expiration of the ninety day period for consideration of an appeal.

No administrative appeals procedure pursuant to Virginia Code Section 2.2-4365 has been established for claims. Having exhausted the claim procedure set out in this Section, the Contractor may institute legal action pursuant to the requirements of Virginia Code Sections, 2.2-4363(E) and 2.2-4364(E). The Owner may institute legal action pursuant to the requirements of Virginia Code Section 2.2-4340.1.

Pursuant to Virginia Code Section 2.2-4366, the parties may mutually agree to submit disputes arising from the Agreement to mediation or other alternative dispute resolution procedures.

EXHIBIT II
CERTIFICATES OF INSURANCE

EXHIBIT III
INVITATION FOR BID/REQUEST FOR PROPOSAL # _____

EXHIBIT IV
BID FORM/PROPOSAL DATED _____

EXHIBIT V
GENERAL CONDITIONS FOR CONTRACTS FOR CONSTRUCTION

EXHIBIT VI
SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT VII
PERFORMANCE & PAYMENT BONDS

EXHIBIT VIII
SPECIFICATIONS
TITLE, _____ - _____ SECTIONS

EXHIBIT IX
DRAWINGS - TWO SETS OF PLANS WITH A TOTAL OF _____ SHEETS