

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT, made this 11th day of November, 2013 by and between **PRINCE GEORGE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County") with its administrative offices at 6602 Courts Drive, P. O. Box 68, Prince George, Virginia 23875; and **BROOKS & CO. GENERAL CONTRACTORS, INC.**, a Virginia corporation ("Brooks") with a business address of 4801 Hermitage Road, Richmond, Virginia 23227.

W I T N E S S E T H:

That for and in consideration of the payments and promises contained herein, Brooks agrees to furnish all materials, supplies, tools, equipment, supervision, labor and other services necessary for the construction, completion, repair and renovation of the Prince George Fire Station # 2 "Disputanta Bay Doors and Floors" in a manner that satisfies all Code and regulatory requirements as more particularly described in Prince George IFB# 14-0729-1.

The following documents are incorporated into this contract:

- a. IFB# 14-0729-1
 - b. Plans prepared by Draper Aden Associates entitled "Modifications to Fire Station No. 2" dated July 16, 2013
 - c. Addendum No. 1, dated July 29, 2013
1. Scope of Work: Brooks shall perform in a workmanlike manner all work described in or reasonably implied by this Contract; all additional work that is necessary to complete the work to the finished standards; and all work necessary to properly protect adjacent structures and property. Brooks shall furnish all implements, machinery, equipment, tools, material, labor, and construction expertise necessary to perform the work.
 2. Contract Price: Brooks shall perform all the work described in this contract and related documents in a timely and professional manner for the sum of \$65,200.00.
 3. Payments: Upon properly performing all obligations in a timely and workmanlike manner, the County will make partial payments to Brooks each month in an amount equal to 90% of the value of the work performed as determined by the County, less the aggregate of previous payments, provided that an application for payment is received by the County no later than the 20th of the month. All payments to Brooks are expressly conditioned upon Brooks' complete performance of work and the release and wavier of liens by Brooks. The County shall make final payment within thirty (30) days of the work being fully completed and after all labor and material bills have been paid. The County will not pay in advance for the value of any materials delivered or stored on-site prior

to use in the job. The County shall receive a 2% cash discount on any partial payment if paid within 10 days net, less 10% retention.

4. Time of Performance: Because of the need to quickly re-occupy the renovated building, time is of the essence in performing the work provided for in this contract. Brooks shall commence work within five (5) days of receiving the "Notice to Proceed" from the County or execution of this contract, whichever occurs first, and will fully complete all work within 60 calendar days of such date, including all "punch list" items. Accordingly, liquidated damages shall be assessed at \$500 per calendar day for work not completed during each phase of the work. In order to meet such schedule, Brooks agrees to work weekends and use labor requiring overtime pay, if necessary.

Normal working hours for the project are 7:00 a.m. to 6:00 p.m., Monday through Saturday. The County reserves the right to require Brooks to work outside of normal working hours in the interest of public safety, effective operation of the fire station or timely completion. If Brooks desires to perform work outside of the normal working hours, it shall request the County's permission in advance of the time when Brooks proposes to perform the Work. The County may refuse Brooks' permission to work outside of normal working hours for any reason, including, but not limited to the County's difficulty in making arrangements for inspection of the work. Brooks shall avoid making undue noise when working outside of normal working hours. No claim for additional compensation shall be made by Brooks when such changes occur in the schedule.

Brooks shall furnish a "progress and remaining work" schedule document to the County in a form acceptable to the County within three (3) calendar days after any such request is made. In the event work progress indicates that the schedule is not being met, Brooks shall furnish in writing to the County, the method or schedule Brooks proposes to bring the project into compliance with the progress schedule. The process for coordination of subcontractors and vendors is to be included within any recovery schedule as well as Brooks' consent to fund any additional manpower. The County may withhold payments if the work is behind the progress schedule or otherwise not being performed in accordance with the terms of the Contract.

5. Performance of Work:
 - (a) Brooks shall furnish all labor, supervision, expertise, tools, equipment, materials and supplies necessary for the performance of this Contract in a proper, efficient and workmanlike manner within the time limit for completion. Brooks shall prosecute all work in a prompt and diligent manner as the County may direct. Any materials that are to be furnished by Brooks, shall be furnished in sufficient time to enable Brooks to perform and complete its work. Brooks agrees to reimburse the County for any additional costs or damages that may be assessed against the

County or required in order to achieve all Code or County standards which are attributable to or caused by Brooks.

- (b) Brooks shall clean up the site on a daily basis and keep all work areas free from accumulation of waste materials, dirt, rubbish, and debris caused by its work. Brooks shall comply with all directives of the County regarding clean-up. If Brooks fails to fulfill its obligations under this section, the County may, without notice, perform such work and charge the cost or a proportionate share of the cost to Brooks.
 - (c) All work by Brooks shall be performed with the highest quality workmanship consistent with the standards applicable to "Class A" fire stations in Virginia. The County will inspect and approve or decline acceptance of all work. Brooks agrees to perform any corrections as noted by the County.
- 6. No Deviation from Contract Documents by Brooks: In performing the work, Brooks shall not deviate from the Contract documents without the written consent of the County. If Brooks does deviate from the Contract, it shall correct the deviation at its expense in a manner satisfactory to the County.
 - 7. Project Manager: Brooks designates Tom Graves as its project manager, and the County designates Bill Hamby as its project manager. Brooks agrees to cooperate with all officials in accomplishing the work in an expeditious and economical fashion and Evans agrees to follow the directions of Bill Hamby in the event that there is any dispute over the methods, means, size, quantity, location, materials, installation, quality or finished standards for the work. Representatives of the County shall have access to the work at all times.
 - 8. Character of Workmen and Equipment: Brooks shall employ competent superintendents, foremen and workmen who shall perform the work in a professional and workmanlike manner. The County may demand that Brooks discharge or remove from the project any employee of Brooks or any subcontractor who is incompetent or negligent in the performance of his duties or who refuses or neglects to comply with the directions of the County or the engineer.
 - 9. Warranty of Quality: Brooks shall employ a sufficient number of legal workers skilled in their trades to suitably perform the work. All work shall be performed in a good and workmanlike manner, shall be of the highest quality and shall conform to all contract documents. Brooks agrees to re-execute any work or replace it at no extra cost to the County which does not conform to the drawings and specifications provided that the County deems the work unacceptable. Brooks warrants that the work performed is "fit for its intended purpose," and agrees to remedy at its cost any defects or consequential damages resulting from faulty materials or workmanship which shall become evident during a period of one year after completion of the work. All concrete work after curing shall be seamless without any visible cracks.

10. Subsurface Conditions: Brooks shall promptly, before such conditions are disturbed, notify the County in writing of subsurface or latent physical conditions differing materially from those anticipated or of any physical conditions differing from those ordinarily encountered and generally recognized as inherent in this type of construction.
11. Coordination With Activities of Fire Station No. 2: Brooks understands that the project in this Contract affects the ingress and egress to the fire station and to the greatest extent possible all construction will minimize any impact on on-going public safety operations. Before performing any work, Brooks shall mutually agree with the management of the station on a daily work schedule for the various construction activities and Brooks will at all times maintain adequate access for ingress and egress to the fire station in a manner satisfactory to the fire company.
12. Compliance with Law: Brooks agrees that it will at all times comply with all applicable federal, state and local regulations, laws and ordinances in connection with labor and materials or work performed on this project. Brooks agrees that it shall not discriminate against any person or firm on the basis of race, creed, sex, religion, color or national origin in connection with its employment practices or otherwise.
13. Permits: Brooks must obtain all required licenses and permits, and pay all charges and expenses for obtaining such permits.
14. Safety and Compliance with OSHA Standards: Brooks shall, at no additional cost to the County, comply with any County, state and federal safety rules and regulations. Brooks shall indemnify the County and save it harmless from any and all loss, costs, fines and other expenses, arising out of or occasioned by the failure of Brooks, or any of its officers, agents, employees, subcontractors or other persons engaged by the subcontractor in the performance of its work, to comply with any safety laws, rules and regulations.
15. Insurance: Brooks shall provide and maintain Worker's Compensation, Property and Casualty, and Comprehensive General Liability insurance in compliance with the County's bid documents, naming the County and its employees and agents as co-insured.
16. Indemnification: Brooks obligates itself to pay all materials costs furnished for the job as well as work and labor performed under this Contract and to indemnify the County against any claims, suits, or liens by any entity other than Brooks for such items. In addition, Brooks shall indemnify the County and save it harmless from all loss, damage, cost, expense and attorney's fees incurred on account of any breach of this contract or violation of law by Brooks. Brooks shall insure that no liens will be placed on this project by itself or any subcontractors, suppliers or laborers.
17. Assignment: Brooks shall not in whole or in part, assign or sublet this Contract or the proceeds thereof without the written consent of the County. At the election of

the County, this contract may be terminated if a majority of the stock is sold or otherwise transferred to another person or entity.

18. Governing Law: This Contract shall be governed by the laws of the State of Virginia. Any disputes arising from this contract that result in a lawsuit shall be resolved only in the Circuit Court of Prince George County, Virginia.
19. Changes and Change Orders: Changes to the work or schedule under this Contract may only be made upon approval of a written change order between the County and Brooks. Any claim for the adjustment of the contract price must be made prior to any additional work being performed. All change orders must be approved in writing prior to proceeding with the resumed work or scheduled work using the form attached as Addendum A. The Contract Price or Completion date shall be appropriately adjusted based on any approved changes.
20. Termination: The County may terminate this contract for convenience, using the process in ¶ 5.15 of the County's "Terms and Conditions" as outlined in the IFP 14-0729-1 or for cause as defined in §14.2.1 of the AIA document A201 (2007) unaltered. The County has the further right to complete the work in accordance with the first two sentences of § 14.2.4 of the AIA document A201 (2007) unaltered. The foregoing provisions of AIA Document A201 (2007) unaltered are hereby incorporated by reference and made a part of this contract as if set forth herein verbatim.

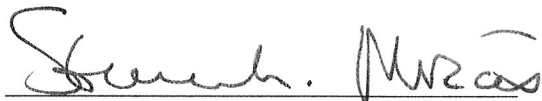
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IN WITNESS WHEREOF, the County and Brooks have each executed this Contract by officials legally authorized to bind each party.

PRINCE GEORGE COUNTY, VIRGINIA a political subdivision of the Commonwealth of Virginia

By 
County Administrator
Title

APPROVED AS TO FORM:


Steven L. Micas, County Attorney

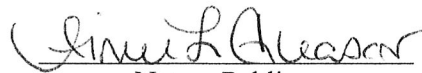
STATE OF VIRGINIA,

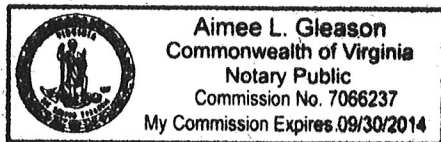
CITY/COUNTY OF Prince George, to-wit:

The foregoing instrument was acknowledged before me this 14th day of November, 2013, by Percy C. Ashcraft, Steven L. Micas, on behalf of PRINCE GOEORGE COUNTY, VIRGINIA.


My commission expires: 9/30/14

Registration Number: 7066237


Notary Public



BROOKS & CO. GENERAL CONTRACTORS, INC.
a Virginia corporation

By 

David W. Brooks, President
Title

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 11th day of November, 2013, by
David W. Brooks, President on behalf of BROOKS & CO.
GENERAL CONTRACTORS, INC., a Virginia corporation.

My commission expires: 10-31-14

Registration Number: 270235

