

**CONSTRUCTION CONTRACT BETWEEN
PRINCE GEORGE COUNTY, VIRGINIA AND EVANS CONSTRUCTION, INC.
FOR AN ADDITION TO THE BURROWSVILLE FIRE STATION**

THIS RENOVATION AND CONSTRUCTION CONTRACT is made and entered into this 7th day of December, 2015, by and between, PRINCE GEORGE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("County") and EVANS CONSTRUCTION, INC., a Virginia corporation ("Evans").

NOW THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Contract, Evans agrees to provide all the material, tools, equipment, expertise, management, oversight, permits, services, subcontractors and labor required to construct a two-story addition to the Burrowsville Fire Station located at 17300 James River Drive, Disputanta, Virginia 23842 and related renovations to the existing structure in accordance with:

- a. "Burrowsville Fire Station Addition" Prince George County Invitation for Bids ("IFB") # 16-0918-1;
 - b. Construction Documents prepared by the County's architect, Art and Architecture, Inc., dated October 1, 2015;
 - c. All work defined in Appendix A;
 - d. All applicable codes, regulations, product specifications and state law; and
 - e. Directions given from time to time given by the County through the Architect or by change order.
1. Time: Work shall begin no later than ten days after execution of this contract and receipt of all applicable permits and shall be finally completed, including all "punch list" items, no later than 120 calendar days from the start of construction. Evans will adhere to the construction schedule prepared by Evans which will be reviewed and approved by Prince

George County and the Architect within 30 days after commencing construction. Evans agrees to work on weekends and holidays for no additional compensation, if necessary, or if due to deficiencies caused by Evans, to meet any completion deadlines. Because of the need to quickly occupy the additional space, "time is of the essence" in completing the work. Accordingly, liquidated damages shall be assessed at \$500 per calendar day for work not completed during each phase of the work.

2. Project Manager: Evans designates Chase Evans as its project manager, and the County designates George Poulson ("Poulson") as its project manager. In addition, the Architect, will be represented by Rick Haynie and Carter Burkey. Evans agrees to cooperate with all such officials in accomplishing the work in an expeditious and economical fashion and Evans agrees to follow the directions of the Architect and Poulson 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 Architect and the County shall have access to the work at all times.
3. Description of Work: The "work" under this contract shall mean a two-story building addition and related building modifications to the existing structure, and construction activities at the Burrowsville Fire Station in accordance with Evans's IBF 16-0918-1, Appendix A and representations in Evans's bid including any accepted addenda and alternates. Such work shall also include the "scope of work" contained in the architect's attachment to the bid documents and all other contemporaneous or subsequent documents.

All materials shall be new or, if not new, approved in advance by the County and the Architect. Any testing of work, safety or compliance with manufacturer's

specifications as specified in the bid documents shall be performed at the expense of Evans within the stated contract amount. The County reserves the right to hire additional assistance at their expense and Evans will cooperate with the work of such persons.

4. Contract Amount: The total Contract amount shall not exceed \$239,101.00.

5. Payments:

Evans will bill all work required under this contract directly to the County and the Architect on a monthly basis and shall be paid by the County within ten days after certification of satisfactory completion by the architect, less 5% retainage. Prior to any payments, Evans shall provide an electronic bank routing number of an account number for payment.

Final payment shall be at 100% completion (meaning final completion including "punch list" items) plus all retained amounts (as certified by the Architect).

The County will pay in advance for any materials delivered or stored on site or at an alternate storage location approved by the County.

If there is any dispute or delay over any progress payment, Evans shall not suspend the work and shall diligently continue to work for a thirty-day period in order to give the parties an opportunity to resolve any difference.

6. Incorporation of IFB Terms: This Contract incorporates the "standard, additional and special" terms and conditions contained in the IFB #16-0918-1 terms within this Contract. Evans shall not assign this contract and the County shall have the right to review all subcontractors to be used on the job.

7. Work Standards: In performing all work, Evans shall comply with the "best practices" achievable within the construction industry for building additions for municipal fire

stations in the Tri-Cities, Virginia region. Evans accepts the responsibility to complete all work in accordance with all plans and written directions from the Architect and the County. The County has no obligation to accept any work that deviates even to the slightest degree from design or plan standards or the directions of the Architect.

All work and storage of materials or equipment shall occur only at locations and under conditions approved by the County and in a manner approved by the County or upon such other terms and conditions as approved in advance by the County and the Architect. All work shall be accomplished in a manner least disruptive to the continuing operation of the Burrowsville Fire Station, and Evans will submit a plan showing how the work will be conducted in a way least disruptive to continued use of the building and in a way that provides a safe environment to users of the building. All trash and debris shall be removed from the building on a daily basis and all entrances to public areas shall be unobstructed and clean at all times. All work shall be performed using all available protections so that employees and users of the building shall be protected from danger, risk, noise and disruption. There shall be no disruption of electricity, heating or cooling unless approved in advance by the County. All workers for Evans shall park any vehicles at an area designated by the County. Evans shall enforce a "smoke-free" building environment by workers. County will designate a smoking area outside the building.

8. Warranty of Quality: Evans 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. Evans 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

Architect deems the work unacceptable. Evans 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. Evans warrants that it has inspected the site and the existing structure and that it accepts all existing conditions and that it can accomplish the work within the bid amount.

9. Permits: Evans shall obtain, at its expense, in advance of performing any work, all applicable permits, approvals or other governmental authorizations.
10. Insurance: Evans shall maintain, at its expense, during the period of this contract all insurance coverages listed in the Invitation for Bid # 16-0918-1 including workers’ compensation as approved by the County and as shown on a Certificate of Insurance naming the County and its agents and employees as additional insureds. Evans will supply the County with a performance bond guaranteeing faithful performance of this contract and a labor and materialman’s bond guaranteeing payment to suppliers and subcontractors. County will purchase builder’s risk insurance in standard commercial form with a \$1,000.00 deductible naming Evans Construction, Inc. as additional insured.
11. Change Orders: Any changes in the scope of the work, contract amount or the construction schedule, either by increasing or decreasing the amount or nature of the work or any changes in the method or manner of construction and renovation that result in an increase or decrease in the cost of the Contract or reduce or extend the construction period, must be approved in writing in advance by both the County and the Architect. Change order fees will be as follows: Subcontractor 15% plus 10% for general

contractor. If the work is done by general contractor, it will be marked up 25%. No fee for change order shall exceed maximum of 25% mark up.

12. Termination: The County may terminate this contract for convenience, using the process in ¶ 5.15 of the County's "Terms and Conditions" as outline in the IFB 16-0918-1 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) are hereby incorporated by reference and made a part of this contract as if set forth herein verbatim.
13. Venue: Any legal action arising out of this contract shall be filed by either party only in the Circuit Court of Prince George County, Virginia.

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

By: _____

Title: _____

Address: _____

County Administrator
6602 Courts Drive
Prince George VA 23875

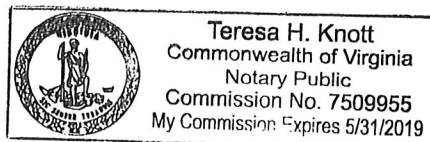
COMMONWEALTH OF VIRGINIA

COUNTY OF Prince George, to-wit:

The foregoing Contract was acknowledged before me this 1st day of December, 2015,
by Percy C. Ashcraft, County Administrator on behalf of the Prince George
County, Virginia, a political subdivision of the Commonwealth of Virginia.

My commission expires: 5/31/19

Teresa H. Knott
Notary Public



APPROVED AS TO FORM:

Steven L. Micas

Steven L. Micas, County Attorney

Acknowledging receipt of contract:

Rick F. Hayne

Rick F. Hayne, Architect
Art & Architect, Inc.

EVANS CONSTRUCTION, INC.,
A Virginia Corporation

By: Chase T. Evans

Chase T. Evans

Title: President

COMMONWEALTH OF VIRGINIA

~~CITY~~/COUNTY OF Prince George, to-wit:

The foregoing Contract was acknowledged before me this 7th day of December, 2015,
by Chase T. Evans, President on behalf of Evans Construction, Inc., a Virginia Corporation.

My commission expires: Dec. 31, 2017

Donna H. Traylor
Notary Public



APPENDIX A

1. A 2-story addition to the existing Station which shall include customary structural mechanical, environmental and electrical engineering design services. The footprint of the addition is 974 square feet. The second floor is 980 square feet for a total area of 1,954 square feet for both floors of the addition.
2. The addition will be located approximately 15 feet from the west property line and “stepped-back” about 2-feet from the front wall of the existing structure.
3. The exterior finishes will match the finishes on the existing structure. Vinyl siding shall be installed over masonry block at the first floor and the gambrel roof shall cover the second floor walls.
4. There shall be a 2-hour fire-wall between the existing structure and the addition.
5. The first floor shall be sealed concrete and the second floor shall have carpet in the sleeping areas and tile in the baths and showers.
6. The exit stair shall be located to provide quick and easy access to both the sleeping areas and the existing 2nd floor space.
7. There shall be two sleeping quarters that can support a total of 7 single beds.
8. There shall be two heating and cooling systems; one for the 1st floor and the other for the 2nd floor.
9. The 1st and 2nd floor shall be separated by a 2-hour fire rated floor ceiling assembly.
10. The space on the 1st floor shall have one “secure storage area” and a larger open area to be used as best needed by the Station. The larger open area should be usable for a future “TURN-OUT” room.

11. The addition shall be insulated to meet present code requirements, with R-38 batt insulation in the attic space.
12. The water service and septic system for the addition shall make use of the existing system installations.
13. The electrical service to the existing structure shall be per the scope of work drawn on the bid drawings.