

**COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Contract dated this **19 day of April 2024** between **The College of William and Mary in Virginia** (“Owner”) and **Name of Contractor** (“Contractor”), is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The parties, their Project representatives, and contact information, including the places for delivery of Notice, are as follows:

Owner: The College of William and Mary
Attn: Catherine Parker, Senior Project Manager
Address: Office of the University Architect
115 Grigsby Drive, Suite C
City, State, Zip: Williamsburg, VA 23185
Telephone: (757) 221-1584 **Fax:** (757) 221-2473

Contractor: **Name of Contractor**
Attn: **XXXXXXXXXX**
Address: **XXXX XXXXXXXX**
City, State, Zip: **XXXXXX, XX XXXX**
Telephone: **(XXX) XXX-XXXX**
E-mail address: **xxxx@xxxxx.com**
FEIN/SSN: **XXXXXXXXXX**
VA Contractor's License #: **XXXXXXXXXX**
SWaM: **XXXXXX**
eVA Registration#: **VSXXXXXXXXXX**

Each party shall notify the other party promptly of a new Notice address. Unless and until Notice of the new address is given in the manner required for Notice, a Notice to such party is sufficient if given to the address set forth in Section 1.

2. The Project is identified as:

Project Title: **Name of the Project**
DEB Project Order: **XXX-XXXXX**

General Project Description:

XXXXXXXXXXXXXXXXXXXX XXXX.

The Project Code (PC#) indicated above shall be included on all Project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests for Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment (CO-12), test reports, and related materials.

3. The College of William and Mary's Authority governed by Subchapter 3, (§23-38.88 et seq.) of the Restructured Higher Education Administrative and Operations Act, Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia, effective July 1, 2006, as amended; the College after competitive sealed bidding chose Name of Contractor, to perform the work described by the Contract Documents for the Name of the Project.

THEREFORE, in consideration of the Recitals set forth above, and which are part of the Contract and good and valuable consideration as set forth below, the parties agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all labor, equipment, and materials and perform all the Work for the Project in strict accordance with the Contract Documents.

2. CONTRACT DOCUMENTS

- a. The following documents are incorporated by reference into this Contract as if set forth fully herein:
 1. the General Conditions of the Construction Contract (HECO-7(03/23));
 2. the Supplemental General Conditions, if any;
 3. the Contractor's Bid form dated **March 27, 2024**;
 4. eVA Vendor Registration Requirements;
 5. the Project Plans and Specifications dated **August 10, 2023**.
- b. The Contract requires the Contractor to use the following standardized forms where applicable to the Work of this Project:
 1. Workers' Compensation Certificate of Coverage (CO-9a);
 2. Standard Performance Bond (CO-10);
 3. Standard Labor and Material Payment Bond (CO-10.1);
 4. Schedule of Values and Certificate for Payment (CO-12);
 5. The Affidavit of Payments of Claims (CO-13);
 6. The Contractor's Certificate of Substantial Completion (CO-13.2a);
 7. Contractor's Certificate of Completion (CO-13.2).
- c. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion, are of the essence of the Contract.
- d. The Contract shall be signed by the Owner and the Contractor in as many original counterparts as may be mutually agreed upon, each of which shall be considered an original.
- e. Anything called for by one of the Contract Documents and not called for by the others, shall be

of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the Contract Documents shall have the intended effect. Whenever possible, the Contract must be read as a whole with all parts being harmonized so as to avoid conflict. In the event of a conflict between or among the Contract Documents, the precedence of the Contract Documents shall be in the following order: the Contract; the Supplemental General Conditions; the General Conditions; the Special Conditions; the Specifications; and the Plans.

- f. If any provision of this Contract shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision.

3. TIME FOR COMPLETION

The Work shall be commenced on a date to be specified in the Notice to Proceed from Owner, which is **June 6, 2024**. The Contractor shall achieve Substantial Completion on or before **30** Days or not later than the Contract Completion Date, which is **December 3, 2024**. The Contractor shall achieve Final Completion of the Work within 30 Days after the date of Substantial Completion of the Work.

4. STANDARD LABOR AND MATERIAL PAYMENT BOND AND STANDARD PERFORMANCE BOND

Contractor shall provide and maintain for the Project a Standard Labor and Material Payment Bond and a Standard Performance Bond meeting the requirements of the VPPA and Section 8 of the General Conditions.

The Contractor does not need to provide a Standard Labor and Material Payment Bond or a Standard Performance Bond.

5. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner agrees to pay, and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of **xxx million xxx hundred xxxxxxx thousand xxxx hundred xxxxx and 00/100 dollars. (\$ 0,000,000.00)**.

6. PAYMENTS

The procedures for establishing a Schedule of Values for the Work, for requesting monthly progress payments for Work in place, and for requesting payments for properly stored materials are stated in the General Conditions. Unless otherwise provided under the Contract Documents, interest on payments due the Contractor shall accrue at the rate of one percent per month. *See Code of Virginia § 2.2-4354.*

Note: *Progress payment requests, invoices, and New SWaM reports shall be send via email to fpdcap@wm.edu.*

eVA Vendor and buyW&M Registration: The Contractor shall be a registered vendor in eVA and buyW&M. See the attached eVA Vendor Registration Requirements.

7. AUTHORIZATION TO TRANSACT BUSINESS

The Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The Contractor understands and agrees that the Owner may void this Contract if the Contractor fails to comply with these provisions.

8. DEBARMENT AND ENJOINMENT

By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor, certify that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth beside their respective signatures.

For the CONTRACTOR:

For the OWNER:

Name of Contractor

The College of William and Mary in VA

Contractor

OWNER

By: _____
(Signature in Ink) (Date)

By: _____
(Signature in Ink) (Date)

Name: _____
XXXXXXXX

Name: _____
Sean Hughes

Title: _____
XXXXXX

Title: _____
Associate Vice President
for Business Affairs

Attest: _____
(Signature in Ink) (Date)

Attest: _____
(Signature in Ink) (Date)