COMMONWEALTH OF VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract, dated this ______________________ day of ___________________, ________ between Old Dominion University (“Owner”) and ________________________________ (“Contractor”), is binding among and between these parties as of the date of the Owner’s signature.

RECENTALS

1. The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

   Owner:
   Attn: (University’s Representative, Representative Job Description)
   Address: (Address)
   City, State, Zip: Norfolk, VA 23529
   Telephone: 757-683-(XXXX) FAX: 757-683-(XXXX) EMAIL: XXXX@odu.edu

   Contractor:
   Attn:
   Address:
   City, State, Zip:
   Telephone: FAX:
   Contractor’s Virginia License #:
   FEIN/SSN:
   SCC ID #:

2. The Project is identified as: Project Order – In accordance with the provisions of Owner’s RFQ #18-ODU-01-CCC

   Project Title: Skilled Trades construction related services
   Project Code – PC#:
   General Project Description: (Brief Description)

The Project Code (PC#) indicated above is required to be shown for identification purposes 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 (Form CO-12), test reports, and related materials.

3. After competitive sealed bidding pursuant to the Virginia Public Procurement Act, Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described project (“the Project”).
THEREFORE, in consideration of the Recitals set forth above, 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 Work for the Project in strict accordance with the Contract Documents.

2. **CONTRACT DOCUMENTS:** This Contract shall consist of the following:
   - this Contract Between Owner and Contractor (Form CO-9);
   - the Quote Request form submitted by the Contractor;
   - Post Bid Modification(s), if any, dated ____________________;
   - the General Conditions of the Construction Contract (Form CO-7), referred to as the “General Conditions”;
   - the Supplemental General Conditions, if any;
   - the Special Conditions attached to the Owner’s Request for Quote, if any;
   - the Owner’s Project Plans and Specifications dated ____________________;

   All of these documents are incorporated herein by reference.

3. **TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a written order of the Owner and shall be Substantially Completed within _______ calendar days or not later than the Contract Completion Date which is _______________. The Work shall be finally completed within 30 days after the date of Substantial Completion of the Work.

4. **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 ____________________ dollars ($__________________).

5. **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. §2.2-4354 of the Code of Virginia.

**eVA Vendor Registration:** The bidder or offeror shall be a registered vendor in eVA. See the attached eVA Vendor Registration Requirements.

**GCPay:** Contract payments shall be made through GCPay. Go to [www.dgs.virginia.gov/deb](http://www.dgs.virginia.gov/deb) to see the fee schedule and the instructions on how to process pay applications.
6. CONTRACTUAL CLAIMS: Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 47 of the General Conditions and the supplemental instructions or procedures of the contracting State Agency, if any, attached to this Contract.

7. NON-DISCRIMINATION: § 2.2-4311 of the Code of Virginia applies to this contract. See Section 4 of the General Conditions.

8. 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 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, 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.

9. DEBARMENT AND ENJOINMENT: By signing contract, the undersigned certifies that this Contractor or any officer, director, partner or owner 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 firm/corporation that is currently barred from bidding on contracts by any of the same.

10. “ALL RISK” BUILDER’S RISK INSURANCE: As this project is a modification to an existing building, in accordance with Section 12(b)- Owner Controlled During Construction of the General Conditions, the requirements of Section 12(a)- Contractor Controlled During Construction of the General Conditions do not apply.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed on original thereof.

For the CONTRACTOR:
By: _______________________________  (signature in ink)  (date)
     _______________________________  (typed name)
     _______________________________  (typed title)

For the OWNER:
By:  _______________________________  (signature in ink)  (date)
     Neil Cutler, CPPO, CPPB, VCO, VCCO
     Procurement Manager II  (typed title)

Attest:  Not Applicable  Attest:  Not Applicable

Attachments:
- Bid Form Submitted by the Contractor
- Post Bid Modification, if any