

COUNTY OF GOOCHLAND



Contract For

**Facility Space Study and Planning
Consulting Services**

Between Goochland County

And

THIS CONTRACT is made on the date of execution by the County between _____ (Contractor) and the **Board of Supervisors of the County of Goochland, Virginia** (County).

WHEREAS, the County requires a facility space study and planning consultant; and

WHEREAS the Contractor is engaged in the business of providing facility space study and planning services and has been selected by the County in response to its Request for Proposal entitled “RFP# 2017-15 Facility Space Study and Planning Consultant”, dated June 9, 2017, as the firm to perform the work specified therein;

NOW, THEREFORE, for the valuable consideration specified, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents entered into by the parties shall consist of this signed Contract, the original Request for proposal (RFP) and all addenda thereto, attached as Exhibit “A”, and the proposal submitted by the Contractor, dated _____, attached as Exhibit “B”, together with all written modifications to any of these documents, all of which are incorporated herein and made a part hereof. This Contract will govern in the event of any conflict with any other provisions of the Contract Documents. In like manner, Exhibit A will govern over Exhibit B.

2. SCOPE OF SERVICES

The Contractor shall furnish all services, labor, materials, and equipment necessary or appropriate. The Contractor shall perform all tasks in accordance with generally accepted professional standards. The Contractor shall comply with applicable regulations, laws, ordinances, and requirements of all governmental agencies. It shall be the Contractor’s responsibility to provide the specific services set forth in the Contract Documents.

3. REMOTE ACCESS

If the Contractor needs to connect remotely to the county’s computer network, then it shall ensure that any computer it uses to connect has up-to-date and properly configured anti-virus software and current operating system service pack and patch level. The County may scan the Contractor’s computers to ensure compliance with county standards at any time. If the Contractor’s computers present an unacceptable risk to county networks, then access to the network will be denied. Contractor access to the network will also be monitored, and any attempt to access unauthorized areas will result in denied remote access. Denial of remote access for cause does not relieve the Contractor of any responsibilities under the Contract. If the Contractor must be in Goochland because remote access has been denied for cause, then the Contractor shall bear that cost and shall not be reimbursed by the County.

4. CONTRACT TERM

The effective date of this Contract is ____, 20__ . - The Contract term shall be for one (1) year from the contract date or upon completion of the work, as determined by County.

5. CONTRACT AMOUNT

As compensation for Contractor's services, the Contractor shall be paid according to the Contractor's proposal for the services included within the scope of work or called for by the Contract Documents. The agreed upon contract amount will be:

	\$
	\$
	\$
	\$

6. ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Contract unless the services are authorized by a written amendment executed by the parties.

7. OWNERSHIP

Except for Contractor's work papers, which will remain the property of Contractor, all information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of services required by this Contract, and the Contractor shall not use them on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.

8. SUCCESSORS AND ASSIGNS

The County and the Contractor bind themselves and any successors and assigns to this Contract. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its rights, obligations, or interests under this Contract, without prior written notice to the County.

9. NO THIRD PARTY BENEFICIARIES

Nothing herein will be construed to create any liability on the part of either of the parties to any third party.

10. NO PERSONAL LIABILITY

Nothing herein will be construed to create any personal liability on the part of any elected or appointed official, officer, agent or employee of the County.

11. INDEMNIFICATION

The Contractor shall hold harmless and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, actions, or reasonable costs (including court costs and attorney's fees), resulting from or arising out of its work required by the Contract Documents including, but not limited to, the negligence, gross negligence, or willful misconduct of the Contractor's employees or agents.

12. GOOCHLAND COUNTY TAXES

The Contractor shall pay all County taxes when due. The County may offset the amounts of any County taxes which are due and owing against sums otherwise due to the Contractor by paying such amounts to the County Treasurer on the Contractor's behalf.

13. CONTRACTOR WORKPLACE PROVISIONS

During performance of the Contract, the Contractor shall abide by the following non-discrimination and drug free workplace provisions. If Contractor engages any subcontractor or vendor to provide services hereunder, then the Contractor shall include these provisions in every subcontract or purchase order over \$10,000:

- i. During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants of employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an equal opportunity employer.
- ii. During the performance of this Contract the Contractor shall: (i) provide a drug-free workplace for the Contractor's employees; (ii) 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 (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Contract awarded to a Contractor in accordance with this procurement transaction, where the Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession,

or use of any controlled substance or marijuana during the performance of the Contract.

- iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.

14. TRANSACTING BUSINESS IN THE COMMONWEALTH

The Contractor must 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 of the Code of Virginia or as otherwise required by law:

- i. by having included in its bid or proposal the identification number issued to it by the State Corporation Commission; or
- ii. by having included in its bid or proposal a statement describing why it is not required to be so authorized; or
- iii. by having received a waiver granted by the County Administrator of this requirement, and the administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia, if the Contractor failed to provide the required information in its bid or proposal.

The County may void this contract if the Contractor fails to remain in compliance with the provisions of Section 2.2-3411.1 of the Code of Virginia.

15. CONFIDENTIALITY

In the course of performance, the parties recognize that the Contractor may come in contact with or become familiar with information which the County may, within the law, consider confidential. This information includes, but is not limited to, information pertaining to personal information of personnel, citizens, or clients. Contractor shall keep all such information confidential in accordance with state and federal laws and regulations.

16. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase.

17. FAILURE TO DELIVER

In case of failure to deliver services or goods in accordance with the Contract terms and conditions, the County may, after due notice, procure the services or goods from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies which the County may have.

18. ETHICS IN PUBLIC CONTRACTING

The Contract incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and

Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

19. FORCE MAJEURE

Unless otherwise specified in the Contract, neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure beyond the control of the Contractor or the County that make performance impossible or illegal.

20. APPLICABLE LAW

This Contract and the services provided will be governed in all respects by the laws of the Commonwealth of Virginia. Venue for any litigation arising out of this Contract will be brought in the courts of Goochland County, Virginia or the federal courts of the Eastern District of Virginia (Richmond Division); however, this venue provision does not apply to disputes arising between the Contractor and the individual employees regarding individual policies or coverage issues.

21. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it shall not and will not during the performance of the Contract knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

22. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

23. PARTIES' RELATIONSHIP

The Contractor shall be legally considered as an independent Contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or its agents. The County shall not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

24. SUBCONTRACTORS

The Contractor may not use subcontractors to perform the services described herein without prior written notice to the County and, if so, the Contractor will include

provisions in its subcontracts requiring the subcontractors hereunder to comply with the applicable provisions of this Contract.

25. PAYMENT OF SUCONTRACTORS

The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractors under this Contract:

- a. Pay the subcontractors for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractors under the Contract; or
- b. Notify the County and the subcontractors in writing of the Contractor's intention to withhold all or a part of the subcontractors' payment and the reason for nonpayment.

The Contractor shall pay interest to the subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractors under the Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions is not an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such an interest charge. A cost reimbursement claim will not include any amount for reimbursement for such an interest charge.

26. AUDIT

At any time during the term of this Contract, and for a period of one year thereafter, the County may request an audit of all premium remitted by the County to the Contractor under this Contract. If such an audit by the Contractor reveals any errors or overpayments by the County, then the Contractor shall refund the full amount of such overpayments within 30 days of the audit findings.

27. CONTRACTOR STAFF

The County shall, throughout the life of this Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, then the Contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

28. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work as long as such changes remain within the scope of the work. If the Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise call for additional compensation, then the Contractor must immediately notify the Project Officer in writing of this belief. If the County agrees with such belief, an adjustment will be made to the Contract by formal written Amendment. The Contractor shall not receive additional compensation until this written amendment has been signed by both Parties and a County purchase order covering the additional cost is issued. If it is determined that the work in question is within the scope of the Contract, then the Contractor shall continue work.

29. PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the County as Net thirty (30) days: the County shall pay the Contractor within thirty (30) days after the date of receipt of a correct invoice approved by the Project Officer describing completed work reasonable and allocable to the Contract, the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed will appear on all invoices. Invoices will be submitted in duplicate.

30. NOTICES

All notices or invoices involving this Contract will be made either by personal delivery or by registered or certified mail, return receipt requested, and will be deemed given upon personal delivery or upon receipt. Notices will be sent to the following addresses:

County: Derek Stamey, Deputy County Administrator for Operations
 County of Goochland
 P.O. Box 10
 1800 Sandy Hook Road, Suite 300
 Goochland, VA 23063

Contractor:

Either party may change the location or individuals for receipt of notices hereunder by providing written notice to the other party.

31. TERMINATION

The Contract will remain in force for the full contract term. However, the Contract is subject to termination for cause or convenience without penalty. Termination will occur either in accordance with the terms of the Contract or by providing written notice of intent to terminate, with termination occurring at least 30 days after the date of the

written notice. Any Contract cancellation notice will not relieve the Contractor of the obligation to provide services prior to the effective date of termination, so long as the Contractor has received payment for those services.

After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or date specified in the notice, place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated, immediately transfer all documentation and paperwork for terminated work to the County, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

32. INSURANCE

The Contractor shall, at its own expense, provide and maintain during the Contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers' compensation insurance:

- i. Comprehensive General Liability, including Premises and Operations:
 - a. Limits: \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage
- ii. Comprehensive Automobile Liability:
 - a. Limits: \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
\$1,000,000 per occurrence / \$2,000,000 Total Property Damage

The Contractor shall obtain and maintain such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (Code Section 65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. The Contractor shall include the provisions of this paragraph within each of its subcontracts hereunder, so as to bind each subcontractor. Workers' Compensation limits and coverage will comply with the requirements of the laws of the Commonwealth of Virginia.

The Contractor shall furnish the County a certificate of insurance confirming the coverages and including the following language: "The above described policies shall not be cancelled, modified, or amended or coverage reduced without the issuing company providing 30 days' advance written notice to the County of Goochland."

The Contractor shall comply with any additional insurance requirements located in any of the Contract Documents. All insurance required by the Contract Documents will remain in full force and effect for the term of the Contract, including all renewals.

33. NON-WAIVER PROVISION

No waiver or breach of any of the terms, conditions, provisions, or covenants contained in this Contract will be construed as a waiver of any prior or succeeding breach of the

same terms, conditions, provisions, or covenants.

34. SEVERABILITY

If any term, condition, provision, or covenant of this Contract is held invalid, illegal, or unenforceable in any respect, this Contract will remain in effect and will be construed without regard to such term, condition, provision or covenant.

35. AVAILABILITY OF FUNDS

The County shall be bound hereunder only to the extent that funds for the purpose of this Contract are appropriated by the Goochland County Board of Supervisors.

36. ELECTRONIC RECORD

This Contract can be executed through an electronic signature. An electronic record of this Contract is as valid and enforceable as an original.

37. ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive Contract between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

**COUNTY OF GOOCHLAND,
VIRGINIA**

**YOUR
COMPANY**

By: _____
Name: John A. Budesky
Title: County Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to legal form:

Goochland County Attorney