

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Contract, dated this \_\_\_ day of \_\_\_\_\_, 20\_\_ between Virginia Polytechnic Institute and State University (“Owner,” “Virginia Tech,” “University”) and \_\_\_\_\_ (“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: Virginia Polytechnic Institute and State University

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Contractor:

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

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: \_\_\_\_\_  
Project Code – PC#: \_\_\_\_\_  
General Project Description: \_\_\_\_\_

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), and test reports.

3. After competitive sealed bidding pursuant to the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia, Contractor is awarded this Contract to perform the Work described by the Contract Documents for 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 THE WORK**

The Contractor shall furnish and provide all labor, equipment, and materials and perform all 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. **Attachment A** - the General Conditions of the Construction Contract (Virginia Tech HECO-7) dated April 12, 2021;
  2. **Attachment B** - the Supplemental General Conditions dated September 1, 2022;
  3. **Attachment C** - the Contractor's Bid form dated \_\_\_\_\_ in response to the Owner's Invitation for Bids;
  4. **Attachment D** - the Virginia Tech Special Terms and Conditions dated September 8, 2023;
  5. **Attachment E** - eVA Vendor Registration Requirements;
  6. **Attachment F** - Post-Bid Modifications dated \_\_\_\_\_ (CO-9b);
  7. **Attachment G** - Invitation to Bid including the Project Plans and Specifications dated \_\_\_\_\_ and related Addenda No. \_\_\_\_\_ through \_\_\_\_\_.
- b. The Contract requires the Contractor to use the following standardized forms where applicable to the Work of this Project:
  1. Standard Performance Bond (CO-10);
  2. Standard Labor and Material Payment Bond (CO-10.1);
  3. Workers' Compensation Certificate of Coverage (CO-9a);
  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 that a dispute, claim or controversy between the Owner and the Contractor arises regarding the requirements of the Contract, the performance of the Work, terms and conditions, or otherwise, the precedence of the Contract Documents shall be in the following order: 1) the Contract; 2) the Supplemental General Conditions; 3) the General Conditions; 4) the Special Conditions; 5) the Specifications; and 6) the Plans as specified in Paragraph 2.a. above.

- 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. Contractor shall achieve Substantial Completion not later than the Contract Completion Date, which is \_\_\_\_\_. Contractor shall achieve Final Completion of the Work within \_\_\_\_\_ Days after the date of Substantial Completion of the Work.

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

*[Agency to select appropriate statement based upon the specific project.]*

\_\_\_\_ 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.

\_\_\_\_ 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 \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_).

**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.

**eVA Vendor Registration:** The Contractor shall be a registered vendor in eVA. See attached eVA Vendor Registration Requirements.

**GCPay:** Contract payments and SWaM reporting **shall be** made through GCPay.

**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.

**9. 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.

**10. ALL RISK BUILDER'S RISK INSURANCE**

\_\_\_ This Project is **New Construction, Addition, or Major Renovation**. Contractor shall procure and maintain "all-risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for New Construction, Addition, or Major Renovation.

\_\_\_ This Project is **Limited Renovation**. Contractor shall procure and maintain "all risk" Builder's Risk insurance as set forth in Section 12 of the General Conditions for Limited Renovation.

**11. ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.**

\_\_\_\_\_/\_\_\_\_\_  
(Initials) (Initials)

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

**For the CONTRACTOR:**

**For the OWNER:**

By: \_\_\_\_\_  
*(signature in ink)*      *(date)*

By: \_\_\_\_\_  
*(signature in ink)*      *(date)*

\_\_\_\_\_  
*(typed name)*

\_\_\_\_\_  
*(typed name)*

\_\_\_\_\_  
*(typed title)*

\_\_\_\_\_  
*(typed title)*

Attest:  
\_\_\_\_\_  
*(signature in ink)*      *(date)*

Attest:  
\_\_\_\_\_  
*(signature in ink)*      *(date)*

**Attachment A**

General Conditions of the Construction Contract (Virginia Tech HECO-7) dated April 12, 2021

**Attachment B**  
the Supplemental General Conditions dated September 1, 2022

**Attachment C**

the Contractor's Bid form dated \_\_\_\_\_ in response to the Owner's Invitation for Bids



**Attachment D**  
the Virginia Tech Special Terms and Conditions dated September 8, 2023

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**Attachment G**

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Addenda No. \_ through \_