

COMMONWEALTH OF VIRGINIA

- 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. Contractor shall achieve Substantial Completion within _____ Days or not later than the Contract Completion Date, which is _____. 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.

X 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 _____ 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.

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 quoting 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 quoting on contracts by any of the same.

10.

11. ADDITIONAL SUPPLEMENTAL CONDITIONS

- A. By signing this Contract, the undersigned on behalf of the Contractor, and the Contractor also acknowledges and understands the provisions and requirements related to conduct and performance during this contract, as follows:
- 1) Old Dominion University Policy 1002, Code of Ethics ([University Policy 1002](#));
 - 2) Article 6 of the Virginia Public Procurement Act, code sections § 2.2-4367 - § 2.2-4377([VPPA Article 6](#));
 - 3) Code of Virginia § [2.2-4201](#), § [2.2-4311](#), and § [2.2-4343.1.B.](#);
 - 4) The State and Local Government Conflict of Interests Act (§ [2.2-3100](#) et seq.);
 - 5) The Virginia Governmental Frauds Act (§ [18.2-498.1](#) et seq.), and Articles 2 (§ [18.2-438](#) et seq.) and 3 (§ [18.2-446](#) et seq.) of Chapter 10 of Title 18.2.

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)