

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. The Virginia licensed Architect / Engineer who will design the Project is identified as:

Architect/Engineer:

Address:

City, State, Zip:

Telephone ()

FAX ()

5. After competitive negotiation pursuant to the Virginia Public Procurement Act, Contractor is awarded this Contract to perform the Work and A/E Services 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. ENERGY MANAGEMENT PLAN STATEMENT OF WORK

The Contractor shall furnish and provide all services, labor, equipment, and materials and perform all Work and A/E Services for the design and the construction of the Project in strict accordance with the Contract Documents.

The Work includes providing Owner with all savings set forth by the Energy Savings Guarantee during the Guarantee Period and all Measurement and Verification during the Guarantee Period.

The Work is based, in part, on the Contractor's completed Investment Grade Audit dated _____ which has been approved and accepted by Owner. The audit includes all Energy Conservation Measures agreed upon by the parties, but the specific measures to be implemented through this Contract are identified in Exhibit A, Scope of Work.

The Work consists of two parts:

- a. Design and Construction Work – The Design and Construction Work consists of the design, construction and installation of the energy conservation measures described in Exhibit A.
- b. *Guarantee Period Work – The Guarantee Period Work includes the Contractor's ongoing obligations to the Owner under the Energy Savings Guarantee as well as the Measurement and Verification of the Energy Cost Savings as required by the Supplemental General Conditions.*

2. CONTRACT DOCUMENTS

- a. The following documents are incorporated by reference into this Contract as if set forth fully herein:
 1. General Conditions of the Design Build Contract (CO-7DB);
 2. Supplemental General Conditions for Contracts between Owner and Energy Performance Contractor (DGS-30-378);
 3. Scope of Work for Construction and A/E Services, Exhibit A;
 4. *Financing Model, Exhibit B;*
 5. *Energy Savings Guarantee, Exhibit C;*
 6. *Standards of Comfort and Services, Exhibit D;*
 7. *Measurement and Verification Plan, Exhibit E;*
 8. *Facilities Maintenance Checklist, Exhibit F;*
 9. the Approved Construction Plans;
 10. the A/E Manual (except to the extent it addresses procurement-related matters which are not a part of the Work of this Contract);
 11. _____.

- 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. The Virginia Uniform Statewide Building Code in effect at the time a building permit is issued for the Approved Construction Plans shall be the applicable Building Code for the phase of the Project depicted in the Approved Construction Plans.

- d. The most current edition of the A/E Manual, including any revisions issued during the performance of the Contract, is incorporated into the Contract in its entirety except as expressly amended or superseded by the requirements of the Contract. Many of the changes, additions, or deletions made in revisions to the A/E Manual are necessary to keep abreast with codes, statutes, or regulations related to the Project. Additional A/E Services required to incorporate or address a change in requirements of the VUSBC or the A/E Manual which are made during the design phase and prior to the issuance of Approved Construction Drawings shall be incorporated into the Project Plans and Specifications at no additional cost to Owner.

- d. All time limits stated in the Contract Documents, including but not limited to the Contract Completion Date and Time for Completion of the Work, are of the essence of the Contract.

- e. 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.

- f. 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 other 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 conflicts among the Contract Documents, the Contract Documents shall take precedence in the following order: the Contract between Owner and Contractor; the Supplemental General Conditions; the General Conditions; the Special Conditions, if any; the Specifications with attachments; and the Plans.

- g. 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 OF DESIGN AND CONSTRUCTION WORK

The Design and Construction Work set forth in Exhibit A 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. GUARANTEE PERIOD TERM

The initial Guarantee Period term shall begin on the date of Substantial Completion of the Design and Construction Work and shall terminate not more than twelve (12) months later at the end of the Owner’s fiscal year.

The Owner may, in its sole discretion, renew this Contract for successive Guarantee Period terms for up to fifteen (15) years. In no event shall the duration of the Guarantee Period exceed fifteen (15) years. The Owner may exercise its renewal option at any time during the initial Guarantee Period or any subsequent renewal term.

The Contractor agrees that this Contract does not constitute a debt, liability, or obligation of the Owner or a pledge of the faith and credit of the Owner. Any renewal of the Guarantee Period Term is subject to the Owner making sufficient annual appropriations and continued cost savings under the Energy Savings Guarantee.

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

Contractor shall provide bonds for the Design and Construction Work as follows:

[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.

6. GUARANTEE PERIOD BOND

Contractor shall provide to Owner a performance guarantee bond for each year of the Guarantee Period in an amount equal to the annual Energy Savings Guarantee and in compliance with all requirements of Code of Virginia § 11.34.3, as amended. This bond shall be provided not less than fifteen (15) Days

prior to Substantial Completion of the Design and Construction Work and shall be maintained throughout the Guarantee Period.

The surety for the Guarantee Period Bond shall be bound to Owner jointly and severally with Contractor for all sums that are or may become due to Owner during the Guarantee Period.

7. COMPENSATION TO BE PAID TO THE CONTRACTOR

Design and Construction Work: The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work and A/E Services described on Exhibit A in accordance with the Contract Documents the sum of _____ Dollars (\$_____).

Guarantee Period Work: The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work during a single term of the Guarantee Period in accordance with the Contract Documents the sum of _____ Dollars (\$_____). Any obligation to pay the Contractor following the initial Guarantee Period is subject to the condition precedent of the Owner's renewal of the Contract as provided for in Section 4.

8. PAYMENTS

Design and Construction Period Work: 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. § 2.2-4355 of the Code of Virginia.

Guarantee Period Work: The Contractor shall submit an annual invoice for any Guarantee Period Work by the 15th of the month following the completion of the preceding Guarantee Period term.

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

GCPay: *Contract payments shall be made through GCPay.*

9. 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 that it 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.

10. DEBARMENT AND ENJOINMENT

By signing contract, the undersigned certifies that this 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 firm/corporation that is currently barred from bidding on contracts by any of the same.

11. ALL RISK BUILDER’S RISK INSURANCE

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

____ 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.

12. A/E SERVICES

The Work may include Energy Conservation Measures that do not require a building permit. These portions of the Work, if any, are listed below:

1. List ECM’s which do not require a permit.

Section 15 of the General Conditions shall not apply to these portions of the Work noted above which do not require a building permit. These exceptions do not relieve the Contractor of its responsibility to adequately describe the Energy Conservation Measures listed above as part of the Plans and Specifications for the Work per Sections 15 and 23 of the General Conditions.

All other components of the Work shall require a building permit and shall be designed by an A/E in compliance with all requirements of the General Conditions.

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

For the Contractor:

For the Owner:

(Contractor)

(Owner)

By: _____
(Signature in ink) (Date)

By: _____
(Signature in ink) (Date)

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____
(Date)

ATTEST: _____ (Signature)
(Date)