

CONTRACT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2026 by and between **BUCHANAN COUNTY, a political subdivision of the Commonwealth of Virginia**, party of the first part, and _____ Party of the second part, hereinafter referred to as **“Contractor”**.

WITNESSETH:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

I

The Contractor agrees to provide a turn key job including all labor and materials to provide interior painting (Sherwin Williams paint) for the J.M. Bevins Community Center, located at 8668 Slate Creek Road, Grundy, Virginia pursuant to the scope of work contained within **"THE INVITATION TO BID"** which said Invitation to Bid is made a part of this contract by reference as **Exhibit “A”**.

II

The Contractor agrees to perform and complete or cause to be performed or completed all such construction in accordance with the techniques and methods of construction provided for by applicable law, the standards of the construction industry, and the specifications referenced above. The Contractor further agrees that all equipment and materials used in the installation shall meet all those requirements and specifications in compliance with the laws of the United States and the Commonwealth of Virginia.

III

The Contractor shall, at his own cost and expense, obtain and pay for all licenses, permits, certificates and surveys required for the completion of the work under this Agreement.

IV

The Contractor shall, at his own cost and expense, procure and maintain insurance required under the Virginia Workers' Compensation Act; as well as general liability insurance covering damages to person and property in the minimum amount of \$1,000,000.00; and a Builder’s Risk insurance policy in the amount of \$1,000,000.00 to

cover any damages to the structure during the construction process; and shall furnish a Certificate of Insurance to the Board verifying proof of such insurance coverage.

The Contractor agrees to perform all the work required of him under this Agreement in a good and workmanlike manner under the supervision and direction of Buchanan County or its designated agents or employees. The Contractor will not subcontract any of the work described herein. The Contractor further agrees to notify the County Administrator at least 24 hours before commencing work hereunder.

V

The Contractor in the performance of this contract does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

VI

The Board shall pay the Contractor for the performance of the work and the furnishing of the material under this Agreement the sum of \$_____ upon the satisfactory completion of the aforesaid project. No partial performance payments will be made.

VII

A. Anything in this Agreement to the contrary notwithstanding, the final payment above set forth shall not become due and payable to the Contractor until thirty (30) days after the satisfactory completion of such project and until after the said Contractor has delivered to the Board satisfactory evidence that all claims, liens, and claims for liens and assignments of any sums due hereunder of Contractor's laborers, workmen and material men or any other persons, firms, associations, or corporations who may have performed any labor or furnished any materials under, or in connection with the performance of this Agreement have been paid in full.

B. The County shall notify the Contractor in writing of any defect or impropriety, which could prevent payment by the payment date within twenty (20) days of the completion of the project and the receipt of the materials described in Paragraph 7 A herein.

C. An individual contractor shall provide his social security number to the County and proprietorships, partnerships, and corporations shall provide their federal employer

identification numbers to the County.

VIII

The Contractor shall indemnify and save harmless Buchanan County and its Board of Supervisors, officers and employees against all losses, or damages on account of injury to persons or property occurring in the performance of this Agreement together with any and all attorneys' fees incurred by Buchanan County on account of any thereof.

IX

In the event that the Contractor fails to complete the work required of him under this Agreement or abandons the said work or in any other way is in default of performance hereunder, the Board and its agents shall have the right to enter upon the premises upon, which the work is being done and take possession thereof and of any material thereon, whether supplied by the Contractor or otherwise, and use such material and complete the said Agreement through workmen or contractors or subcontractors employed by the Contractor and in every way perform the Agreement as is required to be done by the Contractor. In the event that the cost of such work and the furnishing of such material as may be required to be furnished exceeds the amount then remaining due the Contractor under the said Agreement, the Contractor shall pay to the Board the amount of such deficiency. But if such amount remaining in the hands of the Board under this Agreement at the time of the default of the Contractor exceeds the amount required to complete the said Agreement, then upon such completion the Buchanan County Board of supervisors shall pay such surplus to the Contractor.

X

In the performance of the work under this Agreement, the Contractor shall conform to all applicable laws, ordinances, rules and regulations now in force or hereafter adopted and shall obtain all permits, licenses and consents required by such laws, ordinances, rules and regulations.

XI

During the performance of this Agreement, the Contractor agrees as follows:

- A. 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

C. During the performance of this contract, the Contractor will:

1. Provide a drug-free workplace for the Contractor's employees;

2. 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;

3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and

4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom 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.

D. The Contractor in the performance of this contract does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. In the event of the Contractor's noncompliance with this section of this Contract, (Section XI), this agreement may be cancelled, terminated or suspended, in whole or part, and the Contractor may be declared ineligible for further Agreements and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

XII

The Contractor shall, at all times, keep all roads, in the construction area, open and passable to normal traffic, considering short delays, which may be necessary in the performance of the work covered by the Agreement.

XIII

No extra work, not required by the plans and specifications hereinbefore mentioned, shall be performed or other material furnished unless on written order of the Board certifying that the performance of such extra work has been approved and authorized by it and such modification is in compliance with Va. Code section 2.2-4309.

XIV

No extra compensation not specified in this Agreement shall be demanded or received by the Contractor for any changes or alterations in the work performed under this Agreement, or for any extra work unless the foregoing provisions of this Agreement have been complied with strictly and modification of said contract is compliant with Va. Code section 2.2-4309.

XV

The Contractor shall commence work under the terms of this Agreement on or before _____ following the date of execution of this Agreement and shall complete all such work on or before twenty (20) business days (weather permitting) after the execution of this Agreement. However, in the event the contractor is unable to complete said project within twenty (20) business days, contractor is hereby required to request in writing an extension for an additional period not to exceed twenty (20) days, from the Board. It shall be in the sole discretion of the Board to either grant or not to grant an extension of the time to complete the construction of the project. No extension

shall be granted for contractor's failing to properly plan or anticipate the actual time required to complete the project nor for contractor's overextension of labor and materials or failure of subcontractor or supplier to timely perform. Liquidated damages for failing to meet project deadlines or extensions thereof shall accrue as follows: 5% of contract amount upon the first day of default and an additional 1% of the contract balance for each weekday (holidays excluded) thereafter until the project is completed and approved by the Board.

XVI

No modification of any of the terms of this contract, nor any extension of the length of time allowed for the completion of the work governed by this contract, shall be valid without the advance written approval of the Buchanan County Board of Supervisors and in compliance with Va. Code section 2.2-4309.

XVII

Claims by the Contractors shall be made in accordance with Section 11-69 of the 1950 Code of Virginia, as amended, and shall include a sworn written statement of facts substantiating such claims, together with copies of all documents and photographs which tend to substantiate such claims. The Contractor shall be allowed to appear before the Board of Supervisors within thirty (30) days after having filed such claim to present its argument in support of such claim. The Board of Supervisors shall rule on such claim in writing within sixty (60) days of the time set for such hearing.

XVIII

The parties agree that in the event the Contractor defaults in its performance of this Agreement or in the event that any money is paid by the Contractor's surety for the completion of this Contract, that the Contractor shall be disqualified from bidding on any future county construction projects for a period of two (2) years.

XIX

The County may cancel this Agreement at any time based upon a decision by the Buchanan County Board of Supervisors that such cancellation is in the best interest of the County. Any such decision shall be a discretionary decision of the Board. In the event of a cancellation pursuant to this paragraph, then the County shall not be liable to the

Contractor for his bidding cost or for any amount other than the fair market value of the construction work completed by the Contractor pursuant to this Contract as of the time of the cancellation.

XX

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that the Circuit Court for Buchanan County shall be the proper venue for any litigation hereunder whether or not such alleged breach involves Federal law or jurisdiction.

XXI

If any provisions of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless remain in full force and effect.

XXII

The Contractor if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as registered limited partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity.

EXECUTED IN DUPLICATE ORIGINALS.

WITNESS the following signatures and seals:

BUCHANAN COUNTY BOARD OF SUPERVISORS

By: _____
Tim Hess, Chairman

ATTEST:

Robert Craig Horn, County Administrator

CONTRACTOR: _____

By: _____

**COMMONWEALTH OF VIRGINIA,
AT LARGE, to-wit:**

Subscribed, and acknowledged before me, by Tim Hess, Chairman of the Buchanan County Board of Supervisors and Robert Craig Horn, County Administrator, this ____ day of _____, 2026 in Buchanan County, Virginia.

My commission expires: _____.
My registration number: _____.

NOTARY PUBLIC

**STATE OF _____,
AT LARGE, to-wit:**

Subscribed and acknowledged before me, by _____ President of _____, this the _____ day of _____, 2026 in _____.

My commission expires: _____.
My registration number: _____.

NOTARY PUBLIC

APPROVAL

The form of the foregoing Agreement by and between the Buchanan County Board of Supervisors and _____ is here by approved.

Witness the following signature and seal:

ATTORNEY FOR THE COUNTY OF BUCHANAN

DATE: _____