

CONTRACT

This **Contract**, dated this ____ day of _____, 2025, by and between the **Chesapeake Bay Bridge and Tunnel District** hereinafter called the Owner; and _____ (a corporation, or an unincorporated organization organized and existing under the laws of the State/ Commonwealth of Virginia or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

A. Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the Project No.: 3076.3731, Vent Building Renovations, all in strict accordance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Chesapeake Bay Bridge and Tunnel District's authorized representative. Compensation for incidental items not specifically called for herein or on project plans, but necessary for the successful completion of a pay item in accordance with applicable codes, standards and specifications, shall be included in the compensation for that pay item.

B. Guarantee

Unless otherwise specified in the Special Provisions, all materials and equipment, furnished by the Contractor, and all construction involved in this Contract are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of two (2) years after date of Completion of the work. All work that proves defective, by reason of faulty material or workmanship within said period of two (2) years, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Contract which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

C. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is _____ (\$ _____) based upon unit and/or lump sum prices extended as herein contained.

D. Payments

The Chesapeake Bay Bridge Tunnel District will pay the Contract Price to the Contractor in the manner and at such times as set forth in the approved Progress Schedule, found in General Provision 108.03, and associated Schedule of Values.

E. Time

The undersigned Contractor agrees to complete all work under this Contract within the phased specified timelines on page 2 of the Instruction to Bidders, under Project Schedule Requirements.

F. Applicable Law/Compliance

1. Applicable Law

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with all Laws

Contractor shall comply with all Federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Contract prior to the initiation of work. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

3. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in Northampton County, Virginia.

4. Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges

imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any Federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor.

5. Non-Discrimination/Drug-Free Workplace Provisions

- a. Employment discrimination by Contractor shall be prohibited. Contractor agrees to comply with all Federal and State Laws. Furthermore, during the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor.

Contractor will conform to the provisions of the Virginia Fair Employment Act of 1975, as amended, the Virginians With Disabilities Act, and the Code of Virginia § 2.2-4311.

If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

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

- ii. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with

Federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

- iv. Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor
- b. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will provide a drug-free workplace for Contractor's employees.
 - ii. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - iv. Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - v. 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, 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."
- c. "The *Chesapeake Bay Bridge and Tunnel District (District)*, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies the Contractor, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- d. The below adopted clauses were taken directly from, "**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A, Appendix A**". During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information. (At a minimum, but not limited to, Contractor reporting shall include the District Title VI Evaluation Form, see attached Appendix A.)

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Chesapeake Bay Bridge and Tunnel District to enter into any litigation to protect the interests of the Chesapeake Bay Bridge and Tunnel District. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- e. The below clauses to be used were taken directly from, “**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A, Appendix E**”.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

G. Liquidated Damages

The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified in this Contract, plus any extension of time granted, shall be as stipulated in Section 108.06 of the General Provisions, unless otherwise stated in the Special Provisions.

H. Component Parts of the Contract

This Contract includes all completed components of the Bid and Contract Documents as defined in Section 103.06 of the *General Provisions*. Certain portions of the project are revised by the Project Special Provisions included in the Contract Documents. Project Special Provisions shall control over all other Specifications, plans, and standard drawings.

I. Ownership of Documents

All data, sketches, charts, calculations, plans, specifications, electronic files, correspondence and other documents created or collected under the terms of the Contract Documents shall be considered “works for hire” for which the District owns the copyright. Design Documents shall become the District’s property upon preparation; Construction Documents shall become the District’s property upon delivery to the District; and other documents prepared or obtained by the Contractor in connection with the performance of its obligation under the Contract Documents, including studies, manuals, Record Drawings, technical and other reports and the like, shall become property of the District upon the Design Builder’s preparation or receipt thereof. Copies of Design Documents and Construction documents shall be furnished to the District upon preparation or receipt thereof by the Contractor.

J. Binding

This Contract shall be binding upon all parties hereto and their respective heirs, executors, and administrators, successors, and assigns.

K. Changes to the Contract

No provision of this Contract shall be changed, amended, modified, waived, or discharged except as agreed to in writing by the Chesapeake Bay Bridge and Tunnel District and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and first above written in (_____) counterparts each of which shall for all purposes be deemed an original.

<u>Chesapeake Bay Bridge and Tunnel District</u>	_____
<i>Owner</i>	<i>Contractor</i>
By: <u>Jeffrey B. Holland</u>	By: _____
<i>Name</i>	<i>Name</i>
Signature: _____	Signature: _____
Title: <u>Executive Director</u>	Title: _____
Attest: _____	Attest: _____
Address: _____	Address: _____
Contractor's Registration No.: _____ (Corporate Seal)	

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)