COUNTY-CONTRACTOR AGREEMENT QQ-01262

THIS AGREEMENT for a Job Order Contract (JOC) for Miscellaneous General Construction, executed in three (3) originals, effective this 1st day of October, 2006, is by and between Loudoun County, Virginia (herein referred to as the "County") whose mailing address is 1 Harrison Street, SE, Leesburg, Virginia 20175, and The Matthews Group, Inc. t/a TMG Construction Corporation a corporation organized and existing under the law of the State of Virginia (herein referred to as the "Contractor") whose mailing address is ~~18915 Lincoln Road~~ PO Box 2099, Purcellville, Virginia ~~20132-4145~~ 20134-2099.

All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the addresses above listed; unless either party is notified, in writing, of a change in address.

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the County and Contractor.

Article 1
CONTRACT DOCUMENTS

1.1 This Agreement and the contract documents as specified below, in their entirety, comprise the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated herein.

1.2 The Contract Documents consist of:

A. This Agreement

B. The County's Invitation for Bid (IFB) No. QQ-01262 (which includes the Contract Terms and Conditions), including any Addenda

C. IFB Attachment 1a and 1b- The Construction Task Catalog (CTC)

(1) Attachment 1a (CSI Sections 01-14)

(2) Attachment 1b (CSI Sections 15-16)

D. IFB Attachment 2a, 2b and 2c- The Technical Specifications

(1) Volume 2a (CSI Sections 01-07)

(2) Volume 2b (CSI Sections 08-14

(3) Volume 2c (CSI Sections 15-16

E. The Contractor's bid submission (all parts)

F. Notice of Award

G. Performance and Labor and Material Payment Bonds and Insurance Certificates provided

F. Job Orders, Requests for Price Proposals, and Detailed Scopes of Work (including and referenced supplemental Specifications and/or drawings) issued under the Contract

G. The Contractor's Price Proposals submitted under the Contract

H. Written Modifications to the Agreement, signed by both parties, issued after the Agreement has been executed

Article 2

STATEMENT OF WORK

2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

Article 3

CONTRACTOR

3.1 The Contractor is an independent Contractor and nothing in this Agreement shall be construed as implying the relationship of principal and agent or employer and employee between the County and Contractor, the Contractor's employees or designees. The independent Contractor shall exercise daily control over its employees' activities.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

4.1 The Base Term of the Contract is one (1) year from the date of the execution of this Agreement. The contract may be renewed based upon on the same terms and conditions, other than Bid Adjustment Factors, at the expiration of the Base Term upon mutual agreement of the parties. The renewal may be for up to four (4) additional one-year periods (Option Terms). The total duration of this Contract, inclusive of all Option Terms shall not exceed five (5) years.

4.2 The Contractor shall commence the Work promptly upon the date established in the each Job Order under the Contract; and, the Work shall progress with diligence and in the order which may be reasonably required.

4.3 Time is of the essence. The Contractor agrees to achieve Final Completion of the Work within the time specified in each Job Order (therein designated as the Job Order Completion Time).

4.4 The amount of Liquidated Damages, if any, shall be assessed on a Job Order by Job Order basis pursuant to Contract Terms and Conditions contained in the IFB. This provision for Liquidated Damages does not bar County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.

Article 5
CONTRACT SUM

5.1 Contractor acknowledges the Contract is an indefinite-quantity contract for the improvement, alteration, repair and construction of infrastructure, structures or other real property with a Minimum Contract Value of $25,000.

5.2 The Maximum Contract Term Value that the County may order in any one (1) Contract Term (Base Term or any respective Option Term) is $2,000,000.

5.3 The Maximum Contract Total Value under this Agreement is $10,000,000, unless the County and the Contractor execute a change to this Agreement, approved by the Board of Supervisors, that states otherwise.

5.4 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the County agrees to pay, and the Contractor agrees to accept as full payment, the Job Order Amount stated on each Job Order issued under the Contract in consideration of the due fulfillment of the conditions of the Contract.

5.5 Adjustment Factors for this contract shall be as follows:

A. Normal working hours and job orders ≤ $25,000	1.1004
B. Other than normal working hours and job orders ≤ $25,000	1.2144
C. Normal working hours and job orders ≥ $25,000	1.0673
D. Other than normal working hours and job orders ≥ $25,000	1.1779

Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the last day of every month during the performance of the Work the Contractor will deliver to the County an application for Payment for the Work for the preceding thirty (30) days in accordance with the provisions of the Contract Terms and Conditions. Each Job Order will be invoiced separately by the Contractor. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the Contract Terms and Conditions.

Article 7

OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Bid Bond and Certification of Insurance as required by the Contract Documents.

Article 8

ENTIRE AGREEMENT AND SEVERABILITY

8.1 The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by a written modification signed by the parties hereto. Nothing contained in the Contract Documents shall create any contractual relationship between the County, or any agent, consultant, or independent contractor employed by the County and any Subcontractor, Sub-subcontractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.

8.2 In the event that any provision of the Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA
Division of Procurement
1 Harrison Street, S.E.
P.O. Box 7000
Leesburg, Virginia 20177-7000

Phone: (703) 777-0403
Fax: (703) 771-5097

By _____

Name Donald R. Legg

Title Assistant Purchasing Agent

Date 9/21/06

The Matthews Group, Inc.
t/a TMG Construction Corporation
~~18015 Lincoln Road~~ PO Box 2099
Purcellville, VA ~~20132-4145~~ 20134-2099

Phone: (800) 610-9005 ext. 101
Fax: (540) 338-9518

By _____

Name TANYA C. MATTHEWS

Title PRESIDENT

Date 9/29/06

APPROVED AS TO FORM BY THE
LOUDOUN COUNTY ATTORNEY'S OFFICE

By _____

Title Assistant County Attorney

Name Julie MASSIE