

**CONTRACT**

**DINWIDDIE COUNTY**  
**PAMPLIN BUILDING ROOF REPLACEMENT**

The Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Stoker Construction Management LLC**, of 1688 Indian Pipe Court, Powhatan, VA 23139 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited bids to replace the Pamplin Building roof; and

**WHEREAS**, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

**WHEREAS**, Contractor was selected as the lowest responsive and responsible bidder; and

**WHEREAS**, County has selected Contractor to provide goods/services;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 22-020822 including any addenda and (3) Contractor’s bid dated March 9, 2022. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Due to the current lead time on materials, two separate Notice to Proceeds will be issued for this project: one to proceed with ordering materials and all pre-construction work and another for actual construction upon receipt of materials. Upon receipt of materials and the issuance of a Construction Notice to Proceed by the County, the Contractor agrees to begin construction within ten (10) calendar days with completion of the project in sixty (60) days.

**TIME IS OF THE ESSENCE.** In the event work is not completed by the applicable deadline, Contractor shall be subject to liquidated damages in the amount of \$100.00 per day of delay beyond the time specified and as further specified in County’s Invitation for Bids.

3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than SIX HUNDRED NINE THOUSAND FOUR HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$609,426.00) (the “Contract Price”). Monthly process payment shall be made to Contractor within thirty (30) days after receipt of invoice.
4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:  
Procurement  
Dinwiddie County  
P.O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:  
Thomas H. Stewart, Jr.  
Stoker Construction Management, LLC  
1688 Indian Pipe Court  
Powhatan, VA 23139  
(804) 276-0600  
toms@stokerconstruction.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Invitation for Bids.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
9. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Stoker Construction Management, LLC

X  
\_\_\_\_\_  
W. Kevin Massengill  
County Administrator

X  
\_\_\_\_\_  
Print Name/Title:

Approved as to form:

Department Approval:

X  
\_\_\_\_\_  
Legal Counsel

X  
\_\_\_\_\_  
Gene Jones  
Director of Public Works