

## CONTRACT

This contract is made this 14<sup>th</sup> day of May, 2019 by and between Professional Building Maintenance, Inc., of Fredericksburg, Virginia (the "Contractor"), and the County of Caroline, Virginia (the "County"), a political subdivision of the Commonwealth of Virginia.

**WHEREAS**, pursuant to the Virginia Public Procurement Act, the County solicited a Request for Proposal for Janitorial Services.

**WHEREAS**, the Contractor has submitted a Proposal and that the Proposal has been accepted by the County (the "Project").

**NOW THEREFORE**, in consideration of the premises, the mutual benefits, promises, and undertakings, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties to this Contract covenant and agree as follows.

1. **Incorporation by Reference.** The County's RFP is attached as Exhibit A and made a part hereof. The services to be performed by the Contractor, and the schedule for such performance is set forth in the RFP. The County's General Terms and Conditions included in Exhibit A are also a part of this agreement as fully as if set forth herein. The Contractor's Bid is attached as Exhibit B and is made a part hereof. If any discrepancies arise between Exhibit A and Exhibit B, Exhibit A shall control, and the Contractor agrees to abide by Exhibit A.
2. **Time of Performance.** The Contractor agrees to complete all work in accordance with the specifications set forth in Exhibit A and Exhibit B.
3. **Costs.** Contractor agrees to perform all work hereunder for a sum no greater than that of the amounts listed on the Pricing Schedule in Exhibit B. The Contractor will not be required to submit monthly verification of man-hours worked unless the County makes such requests in writing at least ten (10) days prior to the end of the current billing cycle. Contractor further agrees to provide floor sweeping and trash removal at the Ladysmith Community Center gymnasium at no additional price.
4. **Payment.** Within thirty (30) days of receipt of invoice the County shall make payments to the Contractor consistent with the agreed payment schedule.
5. **Rights and Obligations.** The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party. Any

approved successor to the Contract shall be bound by all the terms included herein.

6. **General Terms and Conditions.** Contractor agrees to maintain during the term of this Contract insurance as required in the General Terms and Conditions found in Exhibit A. The Contractor's certificate of insurance is attached and incorporated into this Contract as Exhibit C.
7. **Miscellaneous.**
  - a. 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.
  - b. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
  - c. 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 provisions were not included therein.

**REMAINDER OF THIS PAGE IS BLANK**

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, Caroline County, Virginia, and Professional Building Maintenance, Inc., by its duly authorized officers, have caused these presents to be properly executed under seal, as of the day, month, and year first above written.

**CONTRACTOR**

By: Professional Building Maint (SEAL)

Name: [Signature]

Title: President


**COUNTY OF CAROLINE**

By: [Signature] (SEAL)

Title: County Administrator  
Pamela M. Hill

PAMELA M. HALL  
Notary Public  
Commonwealth of Virginia  
Registration No. 250778  
My Commission Expires Jun 30, 2021

Jamie Shackelford 5-16-19

 Jamie Shackelford  
Commonwealth of Virginia  
Notary Public  
Commission No. 7811097  
My Commission Expires 10/31/2023