

TELEPHONE: 434-676-8221
FAX: 434-676-8815

STATE REGISTRATION NO. 3930

**KENBRIDGE CONSTRUCTION COMPANY, INC.
P.O. BOX480
1101 FIFTH AVENUE
KENBRIDGE, VIRGINIA 23944
-SUBCONTRACT-**

THIS AGREEMENT made this 12th day of September 2023 between Contractor Kenbridge Construction Company, Inc. ("Kenbridge" and Subcontractor.

NAME AND ADDRESS OF SUBCONTRACTOR: **LYON & ASSOCIATES, INC. d/b/a/ LYON CONSTRUCTION
950 GRAVES STREET, SUITE B
KERNERSVILLE, NC 27284**

TELEPHONE/FAX NOS: Telephone: (240)832-1745
Fax:

Kenbridge has a Contract with the Owner: **COUNTY SCHOOL BOARD OF HENRICO
406 DABBS HOUSE ROAD
HENRICO, VA 23223**

For the following Project: **AVR CAMPUS RENOVATION
2204 MOUNTAIN ROAD
GLEN ALLEN, VA 23060**

The Architect for the Project is: **MOSELEY ARCHITECTS
3200 NORFOLK STREET
RICHMOND, VA 23230**

Kenbridge and Subcontractor agree as set forth below:

ARTICLE 1 - The Subcontractor agrees to furnish for the Price set forth hereafter all labor, material, services, equipment, permits, fees, licenses inspections and perform all Subcontract Work described as follows and as described in Appendix "A" (the "Work"):

See Appendix "A" - Clarification of Scope of Work Attached

in accordance with the Contract between Kenbridge and Owner, including the general conditions, special conditions, plans, specifications, addenda, drawings, modifications, together with any other documents forming the agreement between Kenbridge and the Owner, hereinafter called "Contract Documents." Subcontractor has satisfied itself as to the nature and location of the Subcontract Work; the character, quantity and kinds of materials necessary; the adequacy of any surface or subsurface conditions necessary to assure proper installation of Subcontract Work; the kinds and quantity of equipment needed; and other local conditions or matters affecting compliance with the Contract Documents. The Subcontractor, as to the Subcontract Work, is bound to Kenbridge by the terms of the Contract Documents and assumes towards Kenbridge all the obligations and responsibilities that Kenbridge, by those documents, assumes towards the Owner. Where a provision of the Contract Documents is inconsistent with a provision of this Subcontract, this Subcontract shall govern. Moreover, the attachment of a subcontract bid proposal to this Subcontract is for Subcontractors convenience only and does not constitute a portion of the Contract Documents. In the event of any conflict between such bid proposal and the Contract Documents, the Contract Document shall take precedence, shall control and shall dictate the scope of Work.

ARTICLE II -

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NO ISSUES - KCC

ARTICLE III - (a) Prior to the submittal of the first partial payment application, Subcontractor shall furnish a breakdown of the Subcontract Price for Kenbridge's approval. The breakdown shall show as nearly as possible the true value of each phase of work in relation to the actual Subcontract Price. The approved breakdown will be used only for the purpose of making partial payments.

(b) Kenbridge agrees to pay Subcontractor for said work the sum of **Four Hundred Seventy-Six Thousand Nine Hundred Forty-Five Dollars (\$476,945.00)** subject to additions and deductions as hereinbefore provided, payable as the work progresses, based upon applications approved by Kenbridge, Architect and the Owner. It shall be a condition precedent to Kenbridge's obligation.

to pay the Subcontractor any amount under this Subcontract or any obligation of Kenbridge's bonding company to pay Subcontractor that Kenbridge shall have first actually received payment for the Subcontract Work from the Owner, both as to progress and final payments. Kenbridge may at its **option retain 5% of each** application until final payment and may withhold payment of any application until Subcontractor has furnished Kenbridge with suitable evidence that he has paid in full for all labor, materials, and supplies used in the work through the date of the application.

(c) Monthly applications for payment must be on AIA G 702 and are to be received by Kenbridge no later than the **25th** day of the month for work in place or suitably stored material up to that date. Failure to comply with this requirement will result in possible payment delay and/or reduction of payment to Subcontractor.

(d) As a condition for each progress payment, Subcontractor shall execute Kenbridge's partial waivers of lien or claim and affidavits of payment and, if required by Kenbridge, the same type of waivers and affidavits from Subcontractor's second-tier subcontractors and suppliers.

(e) No payment received by Subcontractor pursuant to this Agreement shall be used to satisfy any other indebtedness owed by Subcontractor until and unless all obligations of Subcontractor to every person furnishing labor, services, material or equipment or other obligations incurred in the performance of the Subcontract Work have been satisfied. Kenbridge shall at all times have the right to contact Subcontractor's second-tier subcontractors and suppliers to assure that they are being paid.

(f) If Kenbridge has reason to believe obligations for labor, services, materials, equipment or other obligations incurred in the performance of the Subcontract Work are not being paid by Subcontractor, Kenbridge may take any steps it deems necessary to assure that payments made or due under this Agreement are used to satisfy such obligations, including but not limited to the right to pay such obligations directly or bond off or otherwise discharge claims or liens arising therefrom, or retain out of any payments due or to become due to Subcontractor under this Agreement or any other agreement, a reasonable amount to protect Kenbridge and Owner from any and all loss, damage or expense, including legal fees, arising out of or relating to any such obligation, claim or lien, until the obligation, claim or lien has been satisfied by Subcontractor. It is specifically agreed that payment to Subcontractor does not constitute or imply acceptance of any portion of Subcontract Work

(g) As a condition precedent to final payment, Subcontractor shall submit to Kenbridge the following: (i) an affidavit that all obligations for labor, material, services, equipment connected with the Subcontract Work have been paid or otherwise satisfied and provide consent of surety to final payment, if required; (ii) all required operating instructions, as-built drawings, inspections and test results and similar items; (iii) all other data, such as guaranties, warranties, receipts, releases and waiver of liens to the extent and in such form as may be required by the Kenbridge, Owner or the Contract Documents.

(h) Final payment of the Subcontract price shall be made to Subcontractor when appropriate certification and final approval thereof have been received as provided in the Contract Documents and after receipt by Kenbridge of final payment from Owner, such receipt being an express condition precedent to Kenbridge's obligation to make final payment to Subcontractor.

(i) Subcontractor shall turn said work over to Kenbridge in good condition, free and clear of all claims, encumbrances of liens and shall protect and save harmless Kenbridge and Owner from all claims, encumbrances and liens growing out of the performance of this Subcontract. In the event a mechanic's or materialman's lien is filed by reason of work done and materials furnished to or by Subcontractor, Subcontractor will upon demand by Owner or Kenbridge, and at Subcontractor's expense, cause such lien to be released of record, by bonding or otherwise, and if Subcontractor fails to do so within a reasonable time after demand, Owner or Kenbridge may take such action as shall be necessary to remove such lien of record and if either of them does so, Subcontractor will, upon demand, reimburse them for all cost incurred, including, without limitation, attorney's fees.

ARTICLE IV - (a) Time of performance is of the essence of this Subcontract and the Subcontractor shall perform all of the requirements hereof with all possible dispatch and shall execute all work in such a manner as not to delay any other subcontractor or Kenbridge. The Subcontractor shall follow the progress of the Project, be prepared to commence work when notified, keep up with the general progress of the whole work and shall be responsible for all damages caused by its delay, including but not limited to liquidated damages assessed under the terms of the Contract Documents which are attributable to work under this Subcontract and any other damages sustained by Kenbridge. All damages or expenses incurred by Kenbridge for delay caused or alleged to have been caused by Subcontractor may be deducted by Kenbridge from amounts due or to become due under this Subcontract or any other agreement with Subcontractor, subject however, to the option of Kenbridge to terminate this Subcontract as herein elsewhere provided. It is understood and agreed that the scheduling and sequencing of the work is an exclusive right of Kenbridge and that Kenbridge reserves such right fully to reschedule and resequence the Subcontract Work from time to time as the exigencies of the Project require without any additional cost or expense to be paid to Subcontractor. As of the date of execution of this Subcontract, completion date for the Contract between the Owner and Kenbridge is **Per AI, 0, 0**

(b) Subcontractor shall promptly provide all scheduling information requested by Kenbridge for the Subcontract Work and shall participate, assist and cooperate with Kenbridge in preparing, updating or revising the Schedule of Work or portions thereof.

(c) It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other Subcontractors. Provided Subcontractor's materials are delivered timely, and Subcontractor has access to the site, the Subcontractor agrees to coordinate its work with the other Subcontractor and agrees to perform the work called for in this Subcontract in such a manner so as not to injure, damage, hinder or delay any other work being performed by the Contractor or other Subcontractors. If you did damage another trades work, and it was proven, we would expect you to compensate them for it.

(d) Kenbridge shall not be liable to the Subcontractor for delay to the Subcontract Work by the act, neglect or fault of the Owner, or the Architect, or by reasons of any acts of God, or any other cause beyond Kenbridge's control, or on account of any circumstances caused or contributed to by the Subcontractor, but Kenbridge will cooperate with Subcontractor to enforce any just claim against the Owner for delay.

(e) Should Subcontractor be delayed in its work by Kenbridge, then Kenbridge shall owe Subcontractor therefore an extension of time for completion equal to the delay caused and only if a written claim for delay is made to Kenbridge within three days from the time of the beginning of the delay as well as any cost associated with mobilization if Subcontractor has to return to complete the Work. In no event shall Kenbridge be liable for damages or additional compensation of any nature whatever attributable to or arising from delays in Subcontractor's performance of its work, regardless of the source of or reasons for such delays. Where the delay is directly caused by Kenbridge, Subcontractor **will** be entitled to an extension of time identified above as well as any cost associated with mobilization if Subcontractor has to return to complete the Work as its sole and exclusive remedy for such delay.

ARTICLE V - (a) Without nullifying this Agreement, Kenbridge may by written Subcontract Work Order or Subcontract Change Order, make changes in the Subcontract Work and the Subcontractor shall perform such changes. Adjustments in the Subcontract Price or Schedule of Work, if any, resulting from such changes shall be set forth in a Subcontract Change Order. No adjustment shall be made for any changes performed by Subcontractor that have not been ordered in writing by Kenbridge and approved by the Owner. A Subcontract Change Order is a written instrument prepared by Kenbridge and signed by the Subcontractor stating its agreement for changes in the scope of the Subcontract Work, and/or adjustment in the Subcontract Price or Schedule of Work. A Subcontract Work Order is a written instrument prepared by Kenbridge directing a change in the Work and stating a proposed adjustment, if any, in the Subcontract Price or Schedule of Work or both. A Subcontract Work Order shall be used in the absence of agreement on the terms of a Subcontract Change Order.

(b) The Subcontractor agrees to make all claims against Kenbridge for which the Owner is or may be liable in the manner provided in the

Contract Documents for like claims by Kenbridge upon the Owner. Written notice of such claims shall be given by the Subcontractor to Kenbridge within sufficient time for Kenbridge to make such claims against the Owner in accordance with the Contract Documents or within five (5) calendar days prior to the beginning of the additional work or five (5) calendar days from the event for which such claim is to be made, whichever shall first occur, otherwise such claims shall be deemed waived.

(c) The Subcontractor shall give Kenbridge written notice of all claims not included in (b) above within five (5) calendar days from the beginning of the event for which claim is made; otherwise, such claims shall be deemed waived.

(d) If a Subcontract Change Order or Subcontract Work Order requires an adjustment in the Subcontract Price, the adjustment shall be established by mutual agreement on a lump sum with sufficient substantiating data to permit evaluation.

(e) If the Subcontractor does not respond promptly or disputes the method of adjustment under section (d) above, the method and the adjustment shall be determined by Kenbridge on the basis of actual costs and savings of those performing the additional work attributable to the change, including, in the case of an increase in the Subcontract Price, an allowance for overhead and profit not to exceed 10% or proportionate to Kenbridge's recovery of overhead and profit, if any, under the Contract Documents. The Subcontractor shall maintain for Kenbridge's review and approval an appropriately itemized and substantiated accounting of the actual labor, material and equipment cost.

ARTICLE VI - (a) Subcontractor shall submit **1** copies of complete submittals together with the number of sets required for fabrication/installation by Subcontractor within **0** week(s) of the date of this Subcontract. Subcontractor shall submit a list of all sub-subcontractors and suppliers it intends to use on this project prior to beginning the Subcontract Work.

(b) Subcontractor shall promptly submit shop drawings, cuts and samples as required in order to perform Subcontract Work efficient!) expeditiously and in a manner that will not cause delay in the progress of the Work of Kenbridge or other subcontractors. If Subcontractor's drawings, samples or other submissions deviate in any way from what is specified by Contract Documents, such deviation shall be conspicuously marked in writing by circle, note or highlighting, along with Subcontractor's written request for approval of the deviation. No deviation from the Contract Documents shall be permitted without the Owner's and Architect's express written approval. Subcontractor shall furnish to Kenbridge periodic progress reports, including critical path method or similar reports if applicable, and information on the status of material and equipment deliveries. The approval by Kenbridge of any submittals of Subcontractor shall not relieve Subcontractor of liability for any deviations from the Contract Documents, Contract or Subcontract.

ARTICLE VII - The Subcontractor shall on a daily basis keep the building broom clean as to its Subcontract Work; keep the premises free from rubbish, debris, and waste and/or surplus materials resulting from its operations and shall turn over the premises in such condition as to permit the next succeeding work to be commenced without further cleaning. At the completion of the Project, the Subcontract Work is to be clean and in a condition acceptable to the Owner. If Subcontractor fails to comply with the provisions of this paragraph, Kenbridge shall have the right itself or through others to perform such cleaning and to charge the cost thereof to the Subcontractor provided the Subcontractor is given a forty-eight (48) hour written notice of such delinquency.

ARTICLE VIII - Subcontractor agrees to defend, indemnify, save and hold harmless, the Owner from and against the following:

(a) all claims, liabilities, demands, damages, losses, costs and expenses, including reasonable attorneys' fees incurred, awards, fines and judgments, of every kind and nature whatsoever, ("Claims"), arising by reason of personal injury, the death or bodily injury to persons (including employees of Subcontractor), design defects (if design originated from Subcontractor), damages or destruction of property or the loss of use thereof, arising out of or alleged to have arisen out of, in whole or in part, or in connection with, Subcontractor's negligence in performance of the Work or the operations to be performed under this Subcontract, or, any negligent act or omission of Subcontractor, its suppliers or second tier subcontractors, or anyone for whose act it may be liable. This indemnification shall survive the Subcontract and be enforceable as a separate agreement.

(b) Prior to commencement of work, Subcontractor shall procure and at all times thereafter maintain with an insurance carrier acceptable to Kenbridge, workmen's compensation, employer's liability, broad form comprehensive public liability and property damage insurance including protective liability and contractual insurance coverage, or such other insurance as Kenbridge is required to maintain pursuant to the Contract Documents, all at the limits as stipulated in the Contract Documents and/or required by Kenbridge as may be necessary to protect against all liability that may be chargeable to Kenbridge, Owner, or Subcontractor on account of accidents or injuries caused by acts or omissions of the Subcontractor, his agents, servants, employees and independent contractor, engaged on the work to be performed pursuant to this Agreement. Subcontractor agrees to list Contractor as an additional insured on the Subcontractor's insurance policies and that coverage will be primary. Subcontractor shall, within thirty (30) days of the date of this Subcontract or prior to commencing work under this Subcontract, deliver certificates or policies to Kenbridge. Such policies shall provide for 30 days' advance written notice by certified mail of cancellation, termination or alteration of any policy. Procurement and delivery of such certificates or policies shall in no way limit or relieve Subcontractor's obligation to indemnify Kenbridge as provided in this Subcontract. If Subcontractor fails to obtain or maintain the necessary insurance covering his operation or to furnish Kenbridge with satisfactory certificates or policies as well as satisfactory renewals, Kenbridge, may at its option, procure such insurance and deduct the cost for same from any amount due Subcontractor. SEE APPENDIX "D"

ARTICLE IX• Subcontractor agrees to abide by all laws, regulations, and ordinances in executing the Subcontract Work, including without limitation OSHA and all safety and environmental laws. Subcontractor agrees that a failure to comply with any such requirements constitutes a material breach of this Subcontract. Subcontractor further agrees to indemnify Kenbridge and hold Kenbridge harmless for all civil or criminal penalties, corrective measures, cleanup costs, response costs or costs of remediation arising from or related to any actual or alleged violation of any law related to the Subcontract Work, including claims for contribution and/or indemnity. Subcontractor agrees to reimburse Kenbridge for reasonable attorney's fees incurred with respect to Subcontractor's actual or alleged violation of any provision of this section.

ARTICLE X - During the performance of this Subcontract, the Subcontractor agrees as follows:

(i) The Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color sex, or national origin, physical and/or mental handicap, or covered veteran status, except where any of the above characteristics is a bona fide occupational qualification reasonably necessary to the normal operation of the Subcontractor. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

(iii) A Certification of Nonsegregated Facilities must be executed and returned as a part of this Subcontract.

LIST OF APPENDIX ATTACHED

APPENDIX "A" - SCOPE OF WORK

APPENDIX "B" - JOINT CHECK AGREEMENT

APPENDIX "C" - PERSONAL GUARANITY OF SUBCONTRACT AGREEMENT

APPENDIX "D" - INSURANCE REQUIREMENTS

APPENDIX "E" - DIRECT CONTACT WITH STUDENTS

APPENDIX "F" - BREACH OF DIRECT CONTACT WITH STUDENTS

APPENDIX "G" - TOBACCO FREE REQUIREMENT

CLARIFICATION OF SCOPE OF WORK

Project: **AVR Campus Renovation**

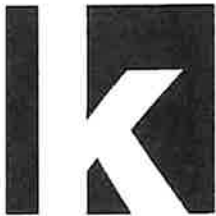
Location: Henrico County, Va.

The following is a clarification of items that are to be included in the scope of work on the above referenced project. The scope of work is not limited to these items and must include all items necessary to complete the specification sections and the work as shown on the plans and in the specs.

This Campus will remain occupied during construction. Maintain access to existing facilities still in use. Kenbridge prohibits any employees or subcontractors from having direct contact with any students on school property during this project. Subcontractors must comply with VA Code 22.1-296.1. Henrico County Public School Property is Tobacco-Free. This is a phased project per the documents. This is a LEED project per Spec. 018113. This is a Davis Bacon Wage requirement project.

ALL Division 01- General Requirements; 107300 - Protective Covers

- Per Plans and Specs
- Includes Addendum 1 & 2
- No Alternates
- This is a LEED and a Davis Bacon Wage Scale project.
- Provide Daily cleanup of your work area.
- Phased Project-Additional crews and work hours to meet project schedule as needed. Phasing and Completion Dates per A1.0.0.
- Layout your work from our control
- Furnish and install all building-mounted, free standing and column supported metal canopies and awnings per plans and specs.
- Includes submittals, stamped design drawings, concrete foundations, layout you work from our control, excavation, remove spoils, rebar, anchor bolts, embeds, canopies, columns, hanger rods, gutters, downspouts, mounting brackets, concealed knife plates, fasteners, hardware, lifts, materials, fabrication, finishes, installation, warranties, cleaning and touch-up per specs.
- Includes: all details on A1.1.6. 28 footers of canopy with concrete based upon footers as presented on the Architectural drawings and no interference from landscaping and/or hardscaping; Note 10 on A4.1.1 -A4.1.6; detail 15 and 18 on S4.1.2; details on A9.1.3 and A9.1.4; roof plan on A10.1.i; details 33 and 34 on A10.2.3.
- Work does not include saw cutting for footers or any additional work required to accommodate subsurface objects, whether natural or manmade.
- Utility marking to be provided by General Contractor. Typically, utility marking is by the contractor doing the excavation. You would only be responsible for MISS UTILITY, which are public utilities. Any private marking would NOT be by you.
- Subcontractor will mobilize twice for this Work excluding punch list items The large canopy is summer 2025; 2 canopies go on the new AVR building and will be done fall of 2024; 6 canopies go on the existing AVR and will be done summer of 2025. Brackets may need to be done at a different time. Punchlist should be separate. This is all shown on the phasing plans of the documents
- Subcontractor shall be given adequate room to offloaded materials at the Work site. VA stamped engineered shop drawings as required.
- Electronic submittals approved in advance.



P.O. Box480

1101 Fifth Avenue

- Comply with all VA codes and VOSH standards
- Perform work in a safe manner at all times.
- Sign our subcontract in the amount of **\$476,945.00**

Kenbridge, Virginia 23944

P. 434.676.8221

F. 434.676.8815

VIRGINIA, NORTH CAROLINA

www.Kenbridge.com



950 Graves St. Ste B
 Kernersville NC 27284
 240-832-1745
alyon@lyonconstructionco.com
 23 August 2023

Mr. Emory Hodges
 Kenbridge Construction
 1101 E 5th Ave, Kenbridge, VA 23944

Lyon and Associates, Inc. d/b/a Lyon Construction is pleased to provide this proposal for the Furnish and Install of Canopies at AVR Campus located in Glen Allen, VA.

<u>Description</u>	<u>Amount</u>
1. Lyon to Furnish and Install 11 canopies at AVR Campus Renovation. Lyon to furnish and install knife plates to structure to push out canopy attachment to building skin. Canopies consist of Extruded Aluminum canopy systems. Approximate canopy sizes shown below: <ul style="list-style-type: none"> • Canopy A- 10' 6" x 346' 0" x 10' 8" • Canopy B-10' 6" x 18' 6" x 9' • Canopy C-4' x 9' • Canopy D (5)- 4' x 8' • Canopy E (3)-4' x 11' 	\$396,000.00
2. Lyon Construction to Excavate 28 footers. Lyon to furnish and install rebar and concrete to set foundations to receive columns per engineered drawings provided by Lyon. Currently, Lyon assumes footers for each column is as shown on the Architectural drawings. Price includes removal of all excess spoils Lyon assumes all finished landscape scope to follow Lyon's scope. Lyon assumes no saw cutting for footers. Utility marking by GC. Lyon assumes all footers are free and clear from debris including man made or natural impediments to include large amounts of rock.	\$80,945.00
<p><i>*This proposal assumes the project will take 2 mobilizations excluding punch list items. This proposal does not include prevailing wage rates. The proposal assumes access for material handling is excellent and can be offloaded at the site of work. If otherwise, price may be subject to increase.</i></p> <p><i>** This proposal does not include knife plates or extensions to compensate for and building envelope products. Canopy is assumed to be anchors straight into CMU wall. KNIFE plate WERE included in the final pricing</i></p>	
<u>TOTAL:</u>	<u>\$476,945.00</u>
<p><u>Value Engineering:</u> DEDUCT \$50,518.00 (Total - \$416,302.00) for all material above to be provided in our Standard Baked Enamel Finish (Bronze, White, Bright Silver) option instead of Kynar 2-coat as specified. Baked Enamel Finish will carry a 5-year warranty.</p>	
<p><u>20% OF TOTAL CONTRACT DUE UPON FIRST ENGINEERING SUBMITTAL</u></p>	

** This proposal will be honored 30 days past date above. All outstanding past due payments 30 days from invoice date will be assessed a 2% monthly finance fee. Please note any delays in schedule resulting in increased cos/ (i.e. overtime, equipment) to Lyon Construction, may be passed through to the prime contractor. Proposals with a project start date in excess of a year may be subject to an inflation adjustment to include labor, material, equipment, and interest or capital costs.*

We look forward to partnering with Kenbridge Construction on this project. Please contact me with any questions or concerns.

Kindly submitted,
 Allen J. Lyon
 Proposal accepted:

Signature: _____

Date: _____

EXHIBIT B

Terms and Conditions of Sale

Delivery charges to **Glen Allen** for **ONE** flatbed truck included in price above.

Materials:

Columns: 6" x 10", 6" x 6" Extruded Aluminum

Beams: 4" x 6" Extruded Aluminum

Gutter/ Fascia: 6" & 8" Extruded Aluminum

Decking: 3"x 6" Extruded Aluminum Cap & Pan

Support Rods: 1-1/2 Diameter Galvanized Rod

Color/Finish: Kynar 2-coat- one color only, from Mitchell Metals Standard Kynar Colors.

Custom Kynar colors available with a 6-week additional lead time.

Notes and Exclusions:

Due to volatility in the aluminum market, we cannot hold our bid price past 30 days. Quote reflects materials above, Mitchell Metals canopy system and plan pages provided. Any changes to quote or design may affect cost at Lyon Construction's discretion. Blocking (if required) to support canopy gutter and overhead rods to be installed per Mitchell Metals' APPROVED Shop Drawings. *Footing design is excluded from this proposal. Lyon Construction to provide Styrofoam block outs prior to footing installation with installation of block outs by others. Door canopy gutter frame will NOT ship pre-welded. The canopy system will require mechanical assembly in the field by Lyon Construction.* Canopies are not designed to handle building roof drainage and will result in overflow of canopy system. Lyon Construction is not responsible for additional labor, material or project time frame costs incurred by buyer. The above price includes the following scope: engineered drawings, material above, canopy component fasteners, flashing, caulk and miscellaneous canopy pieces to assemble the above canopy. (Virginia) PE stamped drawings and design calculations are included in this price. Canopy is designed to meet IBC with Wind Load requirements up to 120 mph, 20 psfLive Load and 20 psfSnow Load, Exposure Category - C, Risk Category- II. **No structural data provided; quote is based off standard loads.**

Project Lead Time: (1-11-2024)-lead time based on bid date above.

1. "Seller" shall mean Lyon Construction. "Buyer" shall mean the person, partnership, firm, or corporation set forth on the face of this Quotation/Purchase Order (the "Contract").

2. Upon execution by Buyer, this Quotation shall become a binding Purchase Order and Contract. The quoted Price is valid for 30 days from date on quote.

3. Buyer assumes all responsibility to verify the accuracy of the Quotation/ Purchase Order, Shop Drawings and other submittals and Buyer is obligated to verify all quantities and material sizes per plans, specifications, alternates, and addenda for this job. If additional quantities or material sizes are required, the cost of the material and shipping will be the responsibility of Buyer. Buyer is responsible for field verifying all shop drawing dimensions and returning to Seller as approved, approved as noted or revise and resubmit. Seller shall in no way be liable for any increased costs or other damages, including damages for any delay, caused by Buyer's failure to comply with this paragraph including but not limited to verifying the accuracy of shop drawings or quantities and material sizes.

4. Unless otherwise specified, taxes are included in the sales price. All prices are subject to increase, without notification, by the amount of any federal, state or local sales, use or excise taxes assessed as a result of this transaction. All applicable taxes will be charged and must be paid, unless acceptable written documentation is submitted to Seller, prior to shipment, authorizing exemption from payment of applicable taxes.

5. Payment Terms: 50% before material ordered and 50% within 30 days of delivery. Interest at the commercial, liquidated rate of 1-1/2% per month, or the maximum allowed by law, shall be assessed on the balance remaining unpaid 30 days after delivery. Under no circumstance shall Seller be subject to any other contracts by incorporation or to any paid when paid or paid if paid clauses that might exist between Buyer and Buyer's customer. Seller is relying solely on Buyer for payment of all amounts owed hereunder and Buyer agrees to make payment according to the terms hereof. If buyer cancels contract per paragraph 14 after Seller has produced shop drawings, then engineering fees are to be paid per Attachment A - Engineering Fee schedule. If Buyer cancels contract after material is ordered, then Buyer is responsible for reimbursing Seller for engineering fees and material cost.

6. Seller is a build and ship facility and is not a storage facility. Accordingly, storage fees of 5% of the contract amount per month will be charged, if for whatsoever reason Buyer cannot or does not accept material after fabrication has been complete.

7. The materials ordered under this Contract shall be installed by Lyon Construction in strict accordance with shop drawings provided by Mitchell Metals.

8. Buyer is responsible for ensuring that proper and adequate care and caution is exercised to protect all materials during the phases of jobsite storage. Buyer is responsible for all means and methods for storage and for providing adequate temporary shoring and bracing as may be required. It is expressly agreed and understood that Buyer shall be solely responsible for the protection of life and limb throughout all phases of unloading, jobsite storage, and erection, and that Seller assumes no liability or responsibility in this regard.

9. Buyer shall be responsible for all loss or damage to materials at the F.O.B. shipping point, and for accurately reviewing and receipting for each shipment. Claims for loss damages, errors, shortages, imperfections and deficiencies shall be waived and shall not be considered by Seller unless made, in writing with photographic/video support showing claim, within two days (2) after receipt of the order. **Buyer agrees to return a signed Bill of Lading to Seller within two (2) days after receipt of shipment confirming correct number of bundles and quantity of materials have been received by Buyer.** Failure of Buyer to comply with this requirement shall release and discharge Seller from all responsibility or liability for any missing items, errors, shortages, defects, etc. In the event that Buyer claims that any material furnished by Seller is not in accordance with this Contract, it is understood that Buyer will immediately discontinue its use and advise Seller, in writing, so that the Seller may have the opportunity to determine what must be done under the circumstances to prevent or minimize possible loss or damage. Failure of Buyer to comply with these requirements shall release and discharge Seller from all responsibility or liability. In no event shall Seller be liable for any unauthorized repairs or alterations undertaken by Buyer.

10. Seller is not responsible for any damages for delays occasioned by transportation difficulties, material shortages of any kind, accidents, war, acts of God, or any other causes beyond Seller's control. Under no circumstances shall Seller have any liability or obligation to Buyer for penalties or liquidated damages, unless Seller expressly agrees in writing. The parties hereby waive any and all consequential, incidental, special or punitive damages. **THE PARTIES EXPRESSLY AGREE THAT SELLER'S MAXIMUM LIABILITY TO BUYER ARISING OUT OF OR RELATING IN ANYWAY TO THIS CONTRACT IS LIMITED TO THE PRICE OF THE ORDER.**

11. Under no circumstances may Buyer submit a back charge or deduction against amounts due Seller based in any way on Buyer's claims of non-conforming materials, losses, damages, errors, shortages, imperfections, defects, and deficiencies howsoever described ("Claims") and said Claims shall be waived and shall not be considered by Seller unless detailed notice is provided to Seller in writing with photographic/video support sufficient to show the specific nature and basis for the Claim within two (2) days after discovery of the Claim. Failure of Buyer to comply with this requirement shall release and discharge Seller from all responsibility or liability for any Claim. If Buyer claims that any material furnished by Seller is not in accordance with this Contract, Buyer will immediately discontinue its use and advise Seller, in writing, so that the Seller may have the opportunity to determine what must be done under the circumstances to prevent or minimize possible loss or damage. Failure of Buyer to comply with these requirements shall release and discharge Seller from all responsibility or liability. In no event shall Seller be liable for any unauthorized repairs or alterations undertaken by Buyer. In no event shall Seller be liable to Buyer for any costs to remedy defective or non-conforming materials or to fabricate missing materials unless and until Buyer provides detailed support for the costs that are acceptable to Seller.

12. Seller warrants products fabricated by it against failure due to defective material for a period of one (1) year from date of delivery of the order. All claims filed under this warranty must be presented to Seller in writing during the warranty period and not more than fifteen (15) days after detection of any apparent defects. This warranty is extended only to the original owner of the products purchased hereunder and is nontransferable and non-assignable.
THESE WARRANTIES ARE THE ONLY WARRANTIES OFFERED AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO EXPRESS AND IMPLIED WARRANTIES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

13. It is expressly understood that Seller's sole obligation in the event of a breach of the warranty provided in paragraph 11, and Buyer's sole and exclusive remedy, is that Seller will, at its option either repair defective or non-conforming material, or furnish, but not dismantle or install, necessary replacement materials, C.I.F. jobsite location. To invoke this remedy, Buyer must notify Seller within the time periods established in paragraph 11. Seller will then determine whether repair or replacement is necessary. Buyer must obtain written approval from Seller prior to undertaking any repair efforts; failure to obtain Seller's written approval will void the warranty. If for any reason Seller is unable to remedy the breach of warranty by repair or replacement of defective parts, Buyer's sole and exclusive remedy is for a prorated refund of the purchase price. In no event shall Seller be liable for lost profits or other incidental or consequential damages.

14. This Contract cannot be canceled or modified by Buyer without Buyer's first obtaining an agreement in writing with Seller. This Purchase Order, including the documents incorporated herein by reference, embodies the entire agreement of the parties and

supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, or other matters included in the terms of this Purchase Order except as may be expressly included herein.

15. To the full extent permitted by law, Buyer agrees to defend, indemnify and save harmless Seller and its agents and employees from and against any claim, cost, expense, or liability (including costs, expert witness, and attorneys' fees), attributable to any form of damage, including without limitation, bodily injury, sickness, disease, or death, or damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the materials that are the subject of this Contract, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided,

APPENDIX "B"
JOINT CHECK AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023, between Kenbridge Construction Company ("Kenbridge") and LYON

CONSTRUCTION ('Subcontractor') and _____ (**Supplier**). Kenbridge has entered into a Subcontract with Subcontractor whereby Subcontractor has agreed to provide labor/material/equipment for the **AVR CAMPUS RENOVATION** <Project.> Supplier has agreed to supply certain portions of the labor/material/equipment to Subcontractor for the Project. Subcontractor and Supplier have requested Kenbridge issue joint check(s) payable to Subcontractor and Supplier.

NOW, THEREFORE, the parties agree as follows:

Prior to furnishing any materials to the Project, Supplier and Subcontractor agree to submit an itemized list of all materials to be provided by Supplier to the Project related to the Subcontractor's work and a total estimated price of such materials (the "JCA Amount"), which JCA Amount shall be less than or equal to the amount stated below. Supplier shall not provide any materials for the Project unless and until it receives written approval of such submittal by Kenbridge.

Within 30 days of any labor/material/equipment being furnished to the Project, and monthly thereafter, Supplier agrees to provide Kenbridge with copies of all delivery tickets and invoices for labor/material/equipment which it has supplied to the Project and/or the Subcontractor for its work on the Project. Also, the Subcontractors must provide written approval for payment of each invoice.

As and when funds become due Subcontractor from Kenbridge pursuant to the Subcontract; Kenbridge agrees to issue check(s) jointly payable to subcontractor and Supplier in an amount equal to Supplier's invoices approved by Subcontractor. Subcontractor agrees that such joint check payment shall be applied against the price of Subcontractor's work pursuant to its Subcontract with Kenbridge. Kenbridge's obligation to issue a joint check(s) shall be limited/restricted in that the total amount of all joint checks and payments for labor/material/equipment supplied to the Project **SHALL NOT EXCEED:** _____

Subcontractor acknowledges title and right of possession in the joint check(s) and its proceeds belongs to Supplier. The Subcontractor agrees to endorse the joint check(s) and will forward to Supplier within five (5) days of receipt of same.

In consideration of Kenbridge issuing a joint check(s) pursuant to this Agreement, Subcontractor and Supplier waive and release any claim, mechanic's lien or other right which either may now or hereafter have against the Project, the owner of the project, Kenbridge or its' bonding company for providing any labor/material/equipment to the project. However, this release shall not constitute a release or waiver for any claim the Supplier may have against the Subcontractor for labor/material/equipment supplied to the Project which has not been paid pursuant to this Agreement.

This Agreement is for the purpose of establishing a method by which Kenbridge shall make payment to Subcontractor for materials furnished by Supplier to the Project only to the extent that the amounts paid would be otherwise due under the Subcontract and does not constitute a guaranty of payment by Kenbridge.

KENBRIDGE CONSTRUCTION CO., INC.

As of

(Subcontractor)

By: _____
Date: _____

By: Oct 25, 2023
Date: _____

(Supplier)

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APPENDIX "D" TO SUBCONTRACT AGREEMENT:
INSURANCE REQUIREMENTS

Subcontractor: LYON CONSTRUCTION

Project Name: AVR CAMPUS RENOVATION

Subcontractor shall purchase and maintain insurance of the following type of coverage and limits of liability:

1. Commercial General Liability
 - General Aggregate - \$2,000,000.00
 - Products • Completed Operations Aggregate • \$2,000,000.00
 - Personal & Advertising Injury • \$1,000,000.00
 - Each Occurrence • \$1,000,000.00
2. Commercial Automotive Liability
 - Combined Single Limit • \$1,000,000.00
3. Worker's Compensation and Employer Liabilities
 - Each Accident • \$100,000.00
 - Each Disease • Policy Limit • \$500,000.00
 - Each Employee • \$100,000.00
 - a) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to this policy.
 - b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
4. Umbrella
 - Each Occurrence • \$5,000,000.00 over primary insurance.
5. Waiver of Subrogation: Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.
6. The following information and endorsements are required on each Certificate of Insurance:
 - a) Project name and location
 - b) Certificate Holder shall be Kenbridge Construction Co., Inc.
 - c) CGL (Commercial General Liability) coverage should be written on Insurance Service Official (ISO) occurrence form CG 00 01 (with an edition date no earlier than 10/01) or an equivalent providing coverage for liability arising from premises, operations, blanket contractual of a type that provides coverage for the indemnification clause in this subcontract, independent contractors, products-completed operations, and personal injury and advertising injury.
 - d) The Contractor, Owner and all other parties required of the Contractor, should be named as additional insureds on the subcontractors CGL policy using ISO Additional Insured Endorsements CG 2037 (10/01) and either CG 2010 (10/01) or CG 20 33 (10/01), or an endorsement providing equivalent coverage to the additional insureds. The coverage for the additional insureds should provide primary, non-contributory coverage AND include completed operations coverage.
 - e) Subcontractor will be required to maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for the length of the state's statute of repose of the state where the project is located or if such state does not have a statute of repose, a minimum of 5 years after the completion of the project.

APPENDIX "E"

DIRECT CONTACT WITH STUDENTS

Names of Bidder/Offeror:.....

Pursuant to Va. Code 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide a certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above-mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.



Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor (if different than Representative)

APPENDIX "F"

BREACH OF DIRECT CONTACT WITH STUDENTS

Subcontractor shall defend, indemnify and hold harmless Kenbridge from and against any and all claims, causes of action, suits, complaints, demands, liabilities, damages, losses, debts, costs and expenses (including but not limited to actual attorneys' fees and costs reasonably incurred in defending any such actions or to recover such losses) that are made against or sustained by Kenbridge and that arise, directly or indirectly, from any breach of any representation or warranty set forth in this Appendix. This indemnification shall survive the Subcontract and be enforceable as a separate agreement. This indemnity shall be applicable to any liability or claim, including any obligation of Kenbridge on account of any similar agreement Kenbridge has with the Owner.

Alan J. Lopez

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor (if different than Representative)

APPENDIX "G"
TOBACCO-FREE REQUIREMENT

Names of Bidder/Offeror:

Henrico County Public Schools has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings facilities, and vehicles owned or rented by Henrico County Public Schools. School property includes parking lots, playgrounds and recreational areas.

As part of this submission, I certify that the employees of, or subcontractors to, the above-mentioned contractor that will be providing services on school property will conform to the Tobacco-Free Requirements.



Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Vendor (if different than Representative)