

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 23rd day of September, 2013, by and between the Charlottesville Albemarle Technical Education Center (Hereinafter "CATEC"), a political subdivision of the Commonwealth of Virginia, and Bridgewater Innovations Group, LLC (DBA the bridge ltd) (hereinafter "Contractor"), a corporation licensed and registered to do business in the Commonwealth of Virginia.

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

In consideration of the mutual covenants and promises herein stated, CATEC and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The Contractor shall provide Strategic Planning & Design as per bid/proposal # SP2013 and contractors response to same dated July 26, 2013, and letter responding to negotiations dated (if applicable) August 12, 2013 all of which are incorporated herein by reference.

A. For the compensation specified within Section 3.0, herein, Contractor shall provide the following services:

The contractor shall furnish all labor and resources to conduct Strategic Planning and Designing for CATEC, including:

- a. Conduct a three-stage process of strategic planning and designing to include:
 - i. Discover: Conduct a strategic assessment of local need for and perception of a regional technical center to include: 1) community and industry needs; 2) stakeholder values, perceptions, and assessments of current programming; and, 3) stakeholder commitment to involvement. (Sep '13-Oct '13)
 - ii. Design: Conduct strategic collaboration among stakeholders to incorporate: 1) information from Discover process; 2) known best practice in Career and Technical Education; and, 3) state-of-the-art regional center design. (Nov '13-Dec '13)
 - iii. Create: Create and propose a new model for the CATEC of the 21st Century that incorporates the findings, recommendations, and implications from each stage of the strategic planning and designing process. (Jan '14-Feb '14)
- b. Maintain regular contact with and prepare regular presentations for the CATEC Center board and the Joint School Boards of Albemarle County and Charlottesville City in accordance with established school board meeting schedules and ad-hoc meetings.
- c. Prepare a three-year strategic plan and design process to be submitted for approval by the CATEC Center Board.

2.0 TERM

Contractor shall complete performance of the Services within six months after execution of contract. Performance of the Services shall be deemed "complete" for the purposes of this Agreement when the terms set forth in the RFP and contractor proposal are fully met. No acceptance by CATEC of any late performance shall be deemed a waiver of any claim for damages for such breach.

3.0 COMPENSATION

Contractor shall provide the Service(s) for the following compensation:
Strategic Planning & Design: \$60,000

4.0 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its

existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.0 PAYMENT BY CATEC

- (A) CATEC shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this agreement for the delivery of goods or the completion of services; or (ii) if such date is not established by this agreement, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to CATEC is rendered, whichever is later.
- (B) Invoices and other requests for payment must be supported by documentation acceptable to CATEC, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Agreement. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, CATEC shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within thirty calendar days after completion and acceptance by CATEC of the services to be performed or after CATEC's acceptance of the goods, whichever is applicable.
- (C) If Contractor is an individual, then he shall provide CATEC with his Social Security Number on or before commencement of performance of this Agreement. If Contractor is a proprietorship, partnership, or corporation Contractor shall provide its federal employer identification number(s) to CATEC on or before its commencement of performance of this Agreement.
- (D) CATEC agrees to pay the Contractor upon the satisfactory execution of this Agreement, in lawful money of the United States according to the following mutually agreed upon schedule:
 - (1) \$10,000 upon signing of contract
 - (2) \$17,000 upon completion of Stage 1 (to be billed by the 10th of the subsequent month after stage completion.)
 - (3) \$16,500 upon completion of Stage 2 (to be billed by the 10th of the subsequent month after stage completion.)
 - (4) \$16,500 upon completion of Stage 3 (to be billed by the 10th of the subsequent month after stage completion.)

6.0 PAYMENT OF SUBCONTRACTORS

- (A) Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by CATEC for work performed by a subcontractor:
 - 1. Pay the subcontractor for the proportionate share of the total payment received from CATEC attributable to the work performed by the subcontractor under that contract; or
 - 2. Notify CATEC and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- (B) Contractor shall pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from CATEC for work performed by the subcontractor, except for amounts withheld as allowed in subdivision A 2 of this section. Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent per month. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of CATEC. No contract modification may be made for the purpose of providing reimbursement for

such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

- (C) Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as stated in this section, with respect to each lower-tier subcontractor.

7.0 CONTRACT DOCUMENTS

This agreement shall consist of this Form of Agreement, CATEC's original Invitation for Bids/Request for Proposals, including all addenda, general and special conditions, specifications and drawings, the bid/offer submitted by the contractor, together with all modifications thereof, all of which documents are incorporated herein by reference.

8.0 CONTRACT ADMINISTRATOR

The individual named below will service as the Contract Administrator and will be the point of contact at CATEC of Charlottesville for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. The Contractor will channel all communications through:

Name: Dr. Adam Hastings
Title: Director
Charlottesville Albemarle Technical Education Center
Address: 1000 E. Rio Rd. Charlottesville, VA 22901
Phone: 434.973.4461 Fax: 434.973.4876
Email: ahastings@k12albemarle.org

The Contractor will not make any commitments or comments, or actions on behalf of CATEC of Charlottesville without the explicit direction of the Contract Administrator. CATEC reserves the right to change its Contract Administrator, upon notice to the Contractor.

9.0 INDEMNIFICATION

Contractor hereby assumes, and shall defend, indemnify and save CATEC and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which CATEC and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

10.0 NON-APPROPRIATION CLAUSE

Payment and performance obligations of CATEC, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by CATEC of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by CATEC in a subsequent fiscal period, this contract and CATEC's obligations hereunder shall automatically expire, without liability or penalty to CATEC. Within a reasonable time following City Council's adoption of a budget, CATEC shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Agreement.

11.0 NONDISCRIMINATION

During the performance of this contract, Contractor agrees as follows:

- (A) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
- (B) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
- (C) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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 the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- (D) Contractor will include the provisions of the foregoing paragraphs (A) and (B) in every subcontract or purchase order of over ten thousand (\$10,000), so that such provisions will be binding upon each subcontractor or vendor.

12.0 CONFLICTS OF INTEREST

The Contractor represents to CATEC that its entering into this Agreement with CATEC and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Acts (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

13.0 CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. CATEC has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from CATEC's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

a. Submission of Claims. Written notice of the contractor's intention to file a contract claim shall be given by the contractor to CATEC, at the time of occurrence of the actions or circumstances which are the subject of the claim, or no later than at the beginning of the work upon which the claim is based. Contractor's written notice of intention to file a claim shall include a detailed description of the actions, events or circumstances which form the basis of the claim (including, without limitation, relevant dates, times, names of individuals, etc.). Contractual claims, whether for money or other relief, shall then be submitted by Contractor to CATEC, in writing, no later than sixty days after final payment. Nothing contained in this paragraph shall preclude CATEC from requiring submission of an invoice for final payment within a certain time after completion and acceptance of work, or acceptance of goods. Pendency of claims shall not delay payment of any amounts agreed by the parties to be due in the final payment.

b. Consideration of Claims. CATEC will consider claims in accordance with §2.2-4363 (Contractual Disputes).

14.0 WORKER'S COMPENSATION INSURANCE REQUIRED

Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

15.0 INSURANCE REQUIRED

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify CATEC of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. CATEC and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by CATEC. Upon execution of this Agreement, Offeror shall provide CATEC with a certificate of insurance, or other written documentation satisfactory to CATEC in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify CATEC. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling CATEC to terminate this Agreement without notice to Offeror and without penalty to CATEC.

Contractor may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling CATEC to terminate this Agreement without notice to Contractor and without penalty to CATEC.

16.0 ENDORSEMENTS TO REQUIRED INSURANCE POLICIES

Each insurance policy required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"):

- (A) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to CATEC at least 30 days in advance; and
- (B) CATEC of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with CATEC of Charlottesville.

17.0 PROOF OF INSURANCE

Contractor shall provide CATEC with one or more certificate(s) of insurance confirming the insurance

required by this Agreement, signed by a person authorized by the insurance company to bind it to the representations contained therein. These certificates shall be provided to CATEC by Contractor upon execution of this Agreement, then again (without demand by CATEC) on or before the expiration date of any policy and upon each anniversary of the Commencement Date of this Agreement. Also, a certificate of insurance shall be provided to CATEC by the Contractor at other times throughout the Term of this Agreement within ten days of a request therefor by CATEC. Upon demand by CATEC, Contractor shall furnish CATEC with copies of the Contractor's insurance policies, together with the Required Endorsements.

18.0 RECORD KEEPING (Good for Contracts Pertaining to Grant Funds)

In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from CATEC and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least three (3) years following the expiration or earlier termination of this Agreement. Upon request CATEC shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that CATEC desires an audit, the Contractor shall make its books and records available to CATEC and its auditor(s), and the Contractor shall cooperate with the audit.

19.0 SMALL, DISADVANTAGED, WOMEN-OWNED AND MINORITY (SWAM) BUSINESS REPORTING:

The Contractor will identify and fairly consider small, disadvantaged, women-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for CATEC under this Agreement. The Contractor will submit a quarterly SWAM business report to CATEC by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Contractor will submit the quarter SWAM business reports to:

Finance Department
Procurement & Risk Management Services Division
E-mail: purchasing@charlottesville.org

The quarterly SWAM business reports will contain the following information:

- SWAM firms' name, address and phone number with which the Contractor has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to CATEC's account.

20.0 PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS

Contractor acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) and the Virginia Public Procurement Act (§ 2.2-4300 et seq.) Trade secrets or proprietary information submitted by the Contractor to CATEC in connection with this procurement transaction shall not be subject to public disclosure, provided that the Contractor timely invoked the protection of Va. Code § 2.2-4342 (F), prior to or upon submission of the data or materials to CATEC, in the manner prescribed by that statute.

21.0 CONTRACTOR'S CONTACT PERSON

Contractor's designated representative to receive all communications, claims and correspondence regarding this Agreement is:

Name: Dr. R. Grant Tate
Title: CEO/Partner
the bridge ltd
Address: 184 Brookwood Dr. Charlottesville, VA 22902

Phone: 434.923.3800
Email: grant@thebridge-ltd.com

22.0 INDEPENDENT CONTRACTOR

Neither Contractor, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of CATEC by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. Contractor shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

23.0 MODIFICATION

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement. Notwithstanding the foregoing, no fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of CATEC Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

24.0 BINDING EFFECT OF AGREEMENT

The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

25.0 SEVERABILITY

In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

26.0 INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

In the event of any conflict between documents incorporated herein by reference then the following documents shall take precedence over the other incorporated documents in the order listed:

- a. This Agreement
- b. The RFP
- c. The Proposal/Bid

27.0 HEADINGS

Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

28.0 NO WAIVER OF RIGHTS

No failure on the part of CATEC to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by CATEC of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by CATEC, and/or the performance of all or any part of this Agreement by CATEC, for or during any period(s) following a default or failure to perform by the Contractor, shall not be construed as or deemed to be a waiver by CATEC of any rights hereunder, including, without limitation, CATEC's right to terminate this Agreement.

29.0 NO ASSIGNMENTS

Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Agreement to any other individual or entity, without the prior written consent of CATEC. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise agreed, in writing, by CATEC.

30.0 INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video image, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for CATEC will not be disclosed to any other person or entity without the written permission of CATEC. The Contractor warrants to CATEC that CATEC will own all rights, title and interest in and any and all intellectual property rights created in the performance or otherwise arising from any agreement resulting from this RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The Contractor will execute any assignments or other documents needed for CATEC to perfect such rights.

31.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction within CATEC of Charlottesville, Virginia.

32.0 USE OF AGREEMENT BY THIRD PARTIES

It is the intent of this Agreement to allow for cooperative procurement (Va. Code 2.2-4304 *et seq*). Accordingly, other public bodies may access this Agreement if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Agreement may be extended to other public bodies as described in the RFP to purchase at fees in accordance with the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from CATEC. CATEC will not be liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Agreement. It is understood and agreed that CATEC is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

33.0 TERMINATION

CATEC may terminate this Agreement at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

34.0 ENTIRE AGREEMENT

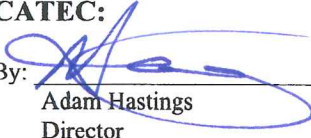
This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

35.0 CLOSING

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five copies, each of which shall be deemed an original on the date first above written.

CATEC:

By:

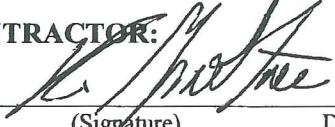

Adam Hastings
Director

9.27.13

Date

CONTRACTOR:

By:


R. GRANT TATE
(Print name)

Date

9/27/13

Title:

CEO/Partner