

CITY OF VIRGINIA BEACH  
AGREEMENT BETWEEN  
THE CITY OF VIRGINIA BEACH, VIRGINIA  
AND  
(COMPANY)

This Agreement (the “Agreement”) made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Virginia Beach, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the “City,” and \_\_\_\_\_ **[INSERT COMPLETE NAME OF INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.] [IN THE CASE OF A BUSINESS ENTITY, INCLUDE THE STATE OF ORGANIZATION]**, having a principal place of business (or residing at) \_\_\_\_\_, **[COMPLETE PHYSICAL ADDRESS, AND MAILING ADDRESS, IF DIFFERENT]** hereinafter referred to as “Contractor.” (Collectively, the City and the Contractor may be referred to as the “Parties”)

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth below, agree as follows:

- I. **Scope of Work:** The Contractor shall perform \_\_\_\_\_ [describe specific goods or services to be performed, if documents are to be incorporated such as a Bid or RFP, this should be noted.] Contractor shall perform services as specified in a certain proposal of Contractor [RFP #] dated \_\_\_\_\_, 20\_\_\_\_, which is attached hereto and made a part of this Agreement by reference as if repeated verbatim herein. In the event that a conflict exists between the referenced proposal of Contractor dated \_\_\_\_\_, 20\_\_\_\_, and the terms of this Agreement, the terms of this Agreement shall govern and supersede any such conflicting terms of the proposal.
- II. **Consideration/Payment Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the City agrees to pay Contractor the total sum of \$\_\_\_\_\_ payable as follows: **[insert payment schedule]**
- III. **Term of Agreement:** This Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ and continue thereafter until \_\_\_\_\_, 20\_\_\_\_. Extensions shall not be automatic and any and all extensions shall be by written agreement and signed by both parties in the same manner as the Agreement was executed.
- IV. **Agreement Extension: (If Needed)** Upon mutual written agreement of all parties and based on the original Agreement terms and conditions, this Agreement may be extended \_\_\_\_\_ ( ) additional, \_\_\_\_\_ ( ) month/year periods.
- V. **Escalation/De-Escalation: (FOR BID or RFP - IF NEEDED)** The City may consider price adjustments, after initial Agreement term, once in a 12-month period, based solely upon manufacturer price increases/decreases. Contractor shall provide to the City a written request for any such manufacturer increases/decreases. Such requests shall be addressed to the City and shall be accompanied by written verifications of said price increases issued by the manufacturer. A minimum thirty-(30)-day advance notice period is required for such requests. Requests for price increases adjustments are

subject to the review and approval of the City Purchasing Agent. Contractor shall apply and implement immediately upon notification from manufacturer any and all price decreases for items included under this Agreement.

Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer Price Index of the U.S. City Consumer Price Index for Urban Consumers published by the United States Department of Labor during the previous twelve months or 5% whichever is lower.

- VI. **Termination with Cause/Default/Cancellation:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in \_\_\_\_\_ **[IF THERE IS A SPECIFIC NOTICE PROVISION, THAT SECTION SHOULD BE REFERENCED OR REFERENCE CAN BE MADE TO THE IDENTIFICATION OF THE PARTIES PORTION OF THE AGREEMENT OR THE RECIPIENT MAY BE NOTED HERE – CURRENTLY IN SECTION XXX.]**

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Agreement as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

- VII. **Nondiscrimination:** Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:
1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- VIII. **Drug Free Workplace:** During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will provide a drug-free workplace for Contractor's employees.
  2. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  4. Contractor will include the provisions of the foregoing Sections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- IX. **Faith Based Organizations:** The City of Virginia Beach does not discriminate against Faith-Based Organization.
- X. **Compliance with Immigration Laws:** Contractor does not currently, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.
- XI. **Business Entity Registration:** Foreign and domestic businesses authorized to transact business in the Commonwealth. The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor 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 canceled at any time during the term of the Agreement.
- XII. **Exclusivity: (DELETE IF NOT NEEDED)** The City reserves the right to procure goods or services covered under this Agreement from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.
- XIII. **Compliance with All Laws:** Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
- XIV. **Agreement interpreted under laws of Virginia:** This Agreement shall be deemed to be a Virginia Agreement and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- XV. **Venue:** Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.

- XVI. **Business License Requirement:** If the Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of the Revenue of the City, and the Contractor covenants that it has a business license where one is required to perform this Agreement.
- XVII. **Independent Contractor:** The Contractor shall agree and covenant that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
- XVIII. **Representation Regarding City Employment; Conflict of Interest:** Contractor represents at the time of contracting and through the pendency of this Agreement that no one with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee of the Contractor is also an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Contractor further represents that no individual with an ownership interest in the Contractor or the Contractor's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, specifically in the City Department initiating or overseeing this Agreement. Should the Contractor have reasonable belief of a possible conflict of interest, that issue should immediately be brought to the attention of the City's Purchasing Division for review.
- XIX. **Integration/Merger:** This Agreement and any appendices attached hereto constitute the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations, whether written or oral, between the parties. This Agreement may not be modified, except in a writing signed by both parties that is expressly stated to be an amendment hereto.
- XX. **Severability:** The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
- XXI. **Environmental Liability: (DELETE IF NOT NEEDED)** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the City, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized,

or retained by Contractor) in the performance of this Agreement or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Agreement.

- XXII. **Waiver:** No failure of the City to exercise any right or power given to it by law or by this Agreement, or to insist upon strict compliance by Contractor with any of the provisions of this contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this Agreement.
- XXIII. **Interpretation:** Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- XXIV. **Descriptive Headings:** The descriptive headings appearing in this Agreement are for convenience only and shall not be construed either as a part of the terms, covenants, and conditions hereof or as an interpretation of such terms, covenants, and conditions.
- XXV. **Non-appropriation:** It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the City of any kind whatsoever.
- XXVI. **Assignment of Agreement:** The Contractor shall not, without the prior written consent of the City, assign, delegate, or otherwise transfer, in whole or in part, the Agreement or any of the Contractor's rights or obligations arising hereunder. The City may, in its sole discretion, consent or decline to consent to any such assignment, delegation, or transfer, or may give its conditional consent thereto. In the event the City conditionally consents to such an assignment, delegation, or transfer, such consent may, without limitation, be conditional upon Contractor's remaining fully and unconditionally liable to the City for any breach of the terms of this Agreement by Contractor's transferee and for any damage or injury sustained by a third party or parties as a result of the intentional act or omission, negligence, or breach of warranty by Contractor's transferee.
- XXVII. **Termination without Cause:** The City may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in this Agreement. **[OR, IF CONTRACTOR REQUIRES NOTICE SENT TO ANOTHER ADDRESS, NOTICE WILL BE SENT TO THAT PERSON/LOCATION]**

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this



Agreement, and turn over to the City any work completed or in process for which payment has been made.

XXVIII. **Hold Harmless/Indemnification:** It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

XXIX. **Insurance:** Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

1. Workers' Compensation Insurance of not less than \$500,000.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Virginia Beach as an additional insured.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
4. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000). **(NOTE: Delete if not needed).**

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the City of Virginia Beach may be approved. Certificates of insurance shall list the City of Virginia Beach as an additional insured, and the City of Virginia Beach Risk Management Division, Municipal Center, Virginia Beach, Virginia, 23456, as the Certificate Holder.

XXX. **Payment & Performance Bonds:** Contractor shall furnish to the City a payment bond and a performance bond in conformity with Va. Code § 2.2-4337 and/or 2.2-4339 **[choose one-then delete this note]** each payable to the City and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Contract, and the payment bond shall be conditioned upon the prompt payment for all

such material furnished or labor supplied or performed in the prosecution of the work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia.

- XXXI. **Notice:** All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested and to be effective, shall be postmarked not later than the final date for giving of such notice; or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for the City of Virginia Beach shall be addressed as follows:

Buyer's Name  
Finance/Purchasing  
2388 Liberty Way  
Virginia Beach, VA 23456

Notices for Contractor shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

- XXXII. **Claims for Extra Compensation: (DELETE IF NOT NEEDED)** If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work. **[Where appropriate add: Where Contractor intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, such costs incurred by Contractor in preparing a claim shall be maintained in a separate account, clearly coded and identified, and shall be subject to audit by the City].**

XXXIII. **Offset/Setoff:** The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability, including taxes, due to the City from such person, firm or corporation shall first have been settled and adjusted.

XXXIV. **Audits:** The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least three years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.

This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

XXXV. **Small Business Enhancement Program Compliance:** The Contractor shall provide the required information, including reporting, to comply with the City's Small Business Enhancement Program. If there is a subcontracting plan, this plan shall be open to public inspection pursuant to the Virginia Freedom of Information Act. Prior to final payment, the Contractor shall submit the information, including reporting, required by the City Code.

XXXVI. **Cooperative Procurement:** This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the City of Virginia Beach's Procurement Code. The procurement was conducted on behalf of the City and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the City of Virginia Beach be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.

XXXVII. **Submission and Disposition of Contractual Claims:** Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other



relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

**XXXVIII. Payments to Subcontractors:** In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City; or, shall notify the City and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

The 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 the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Notwithstanding the preceding and in accordance with Virginia Code § 2.2-4354(1), the Contractor shall be liable for the entire amount owed to any subcontractor with which it contracts. The Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. In the event the Contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the City to the Contractor shall not be a condition precedent to payment to any lower-tier subcontractor.

**XXXIX. Ownership** Contractor acknowledges that all services it provides under this Agreement are provided as an independent contractor on a work-for-hire basis. All intellectual property rights and other proprietary rights in any work resulting from the performance of services under this Agreement shall vest and be held in the name of the City.

XL. **Compliance With the Virginia Human Rights Act:** The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, Contractor shall comply with the Virginia Human Rights Act, as amended.

XLI. **Compliance With the Americans with Disabilities Act:** During the performance of the agreement, Contractor agrees as follows:

1. Contractor shall ensure all web content including but not limited to: information and experiences available on the web like text, images, sound, videos, and documents; created and posted externally on behalf of or as an agent of the City of Virginia Beach shall meet web accessibility requirements of Title II of the Americans with Disabilities Act and specifically WCAG 2.1, Level AA.
2. Contractor shall ensure all content created and posted externally on a mobile application on behalf of or as an agent of the City of Virginia Beach shall meet web accessibility requirements of Title II of the Americans with Disabilities Act, specifically WCAG 2.1, Level AA or an equivalent facilitation.

XLII. **Forced or Indentured Child Labor:** During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, "forced or indentured child labor" means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

As evidence of their agreement to the terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

[COMPANY NAME]

CITY OF VIRGINIA BEACH, VIRGINIA

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

### NOTARY CERTIFICATE FOR CONTRACTOR

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/She is personally known to be or has produced \_\_\_\_\_ as proper identification.

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_

My Registration Number: \_\_\_\_\_

Approved as to Content:

Approved as to Risk Management

\_\_\_\_\_  
(Using Agency)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance/Risk Management

\_\_\_\_\_  
Date

Approved as to Legal Sufficiency:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date