

## Exhibit K

### AIA Document 141 – 2014

### Agreement Between Mecklenburg County School Board and Blair Construction, Inc.

#### STANDARD TERMS & CONDITIONS

**1. Authorization to Conduct Business in Virginia.** The provisions of Virginia Code § 2.2-4311.2 are incorporated by reference. If Design-Builder, is a business entity described in Virginia Code § 2.2.4311.2.A, Design-Builder, must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this AIA Document 141 – 2014 Agreement Between Mecklenburg County School Board and Blair Construction, Inc. (Agreement).

#### **2. Drug-Free Workplace**

a. During the performance of the Design-Build Contract, the Design-Builder agrees to (i) provide a drug-free workplace for the Design-Builder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Design-Builder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder that the Design-Builder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order exceeding \$10,000 in value, so that the provisions will be binding upon each Subcontractor or vendor.

b. For the purposes of this paragraph, "*drug-free workplace*" means a site for the performance of work done in connection with the Design-Build Contract by Design-Builder where its 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 Design-Build Contract.

c. The Design-Builder shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Design-Builder, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

**3. Equal Opportunity Employment.** During the performance of the Design-Build Contract, the Design-Builder agrees as follows:

a. The Design-Builder will not discriminate against any subcontractor, 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 reasonably necessary to the normal operation of the Design-Builder. The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Design-Builder, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, will state that Design-Builder is an Equal Employment Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Design-Builder will include the provisions of the foregoing Subsections a(1),(2), and (3) in every subcontract or purchase order of over \$10,000, including but not limited to any agreement with the Contractor, so that the provisions will be binding upon each subcontractor or vendor.

**4. Ethics in Public Contracting.** Be advised that the provisions, requirements, and prohibitions as contained in Virginia Code §§ 2.2-4367 through 2.2-4377, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Agreement.

**5. Governing Law.** This provision is intended to supplement sections 1.3 and 15.1 of the parties Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard for Virginia's conflicts of laws rules. Venue for any litigation arising from this Agreement shall only be proper in the Circuit Court of Mecklenburg County, Virginia or in the General District Court of Mecklenburg County, Virginia if the amount in controversy is within the jurisdictional limit of each court, regardless of the actual location of such parties. The provisions of this Agreement shall not be construed in favor of or against either party but shall be construed according to their fair meaning as if both parties jointly prepared this Agreement.

**6. Immigration Reform and Control Act of 1986.** The Design-Builder does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**7. Minority and Women-Owned Business Enterprise and Small Business Certification.** The Design-Builder shall use reasonable efforts to use minority and women-owned business enterprises and small businesses for Work on the Project. The Design-Builder shall complete and submit the "Minority and Women-Owned Business and Small Business Certification" form from time to time as requested by the Owner's Representative. Failure to complete and sign this statement is considered a material violation of this Agreement.

**8. No Crimes Against Children.** Design-Builder acknowledges that any contract resulting from this solicitation for services may require Design-Builder, Design-Builder's employees or other persons within Design-Builder's control to have direct contact with City of Fredericksburg Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Design-Builder hereby certifies to the City of Fredericksburg and to the Fredericksburg City School Board that all persons who will provide such services for or on behalf of the Design-Builder on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Design-Builder hereby acknowledges that, pursuant to Virginia Code § 22.1-296.1, 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. Fredericksburg City Public Schools shall not be liable for materially false statements regarding the certifications required under this Agreement. Design-Builder hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the Fredericksburg City School Board of any event that renders this certification untrue.

The Design-Builder shall execute and deliver to the Owner upon execution of the Agreement the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached to the Agreement as Exhibit J.. The Design-Builder shall require Contractor and all other subcontractors to execute such certification prior to performing any Work.

**9. Non-Discrimination pursuant to Virginia Code § 2.2-4343.1.** Be advised that the Owner does not discriminate against faith-based organizations. The Design-Builder shall not discriminate against faith-based organizations during the performance of this Agreement.

**10. Required Payment Provisions Under Virginia Code § 2.2-4354**

a. The Design-Builder shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Design-Builder by the Owner for work performed by a subcontractor under this Agreement:

(1) Pay the subcontractor for the proportionate share of the total payment received from the Owner attributable to the work performed by the subcontractor under this Agreement; or

(2) Notify the Owner and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. The Design-Builder shall provide its federal employer identification number to the Owner.

c. The Design-Builder shall pay interest to the subcontractor on all amounts owed by the Design-Builder that remain unpaid after seven (7) days following receipt by the Design-Builder of payment from the Owner for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in subdivision a(2), above.

d. Unless otherwise provided under the terms of this Agreement, such interest shall accrue at the rate of one percent (1%) per month.

e. The Design-Builder 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 to each lower-tier subcontractor.

f. The Design-Builder's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the Owner.

**11. Tax ID Number.** The provisions of Virginia Code § 2.2-4308.2 are incorporated by reference. In accord with Virginia Code § 2.2-4308.2 registration and participation in the E-Verify program (electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Division C, Title IV, § 403(a), as amended) is required. Design-Builder agrees to provide its federal tax D number to the School Board.