

EXHIBIT A

GENERAL TERMS AND CONDITIONS

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor covenants and warrants that it has all licenses and permits necessary to perform the Work and that it shall maintain all such licenses and permits as may be required by Federal, State and local agencies during the term of the Contract.
- B. Contractor expressly warrants that in performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

GC-2 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign this Contract or any of its rights or duties hereunder, nor shall Contractor subcontract any of the Work hereunder, without the prior written consent of the Commission's Executive Director.

The Commission will not recognize any subcontractor on the Work. The Contractor shall at all times, when work is in progress, be represented either in person or by a qualified superintendent or foreman from its staff. The qualified representative shall be duly authorized to receive and execute orders of the Commission and/or its representative.

The Contractor may only replace or add subcontractors with the prior written consent of the Commission.

Upon Commission's request(s), Contractor shall provide a listing of all subcontractors for the projects, including name, contact, address, phone, work to be performed by the respective subcontractor, contract price, and amount actually paid.

GC-3 PERFORMANCE REQUIREMENTS

A. General

- (1) The Work shall be performed in a good, workmanlike and safe manner, consistent with accepted industry practices and techniques, and subject to all applicable laws and regulations.
- (2) Contractor shall protect the property of the Commission, airport tenants and private property Commissions from any and all damage caused by Contractor's operations.
- (3) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Commission. Contractor agrees to furnish at all times an adequate supply of trained and qualified workmen, materials and equipment

to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the Commission.

- (4) All services shall be performed with due diligence and with minimal interference to the Commission and private property Commission(s) in the use of the/their property.
- (5) Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing the Foreign Object Debris (FOD) could severely damage aircraft and jeopardize the lives of passengers, Contractor shall vigilantly comply with the requirements in the Contract Documents related to the clean-up and removal of demolition/removal debris and waste materials.

B. Character of Workers, Methods, and Equipment

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. Neither Contractor nor its employees, agents, invitees or subcontractors shall bring any firearms or other weapons onto the work sites; nor shall any person come onto or remain upon the work sites while under the influence of alcohol or illegal drugs.

Any person employed by the Contractor or by any subcontractor including the project superintendent, who, in the opinion of the Commission, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Commission, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the consent of the Commission.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Commission may suspend the Work by written notice until compliance with such orders.

C. Equipment

All equipment used by Contractor shall be of sufficient type and size and in such mechanical condition as is necessary to meet the requirements of the work. Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable danger to Commission employees, or members of the public.

D. Inspection

A representative of the Commission and/or Consultant shall have the right at all times to examine the supplies, materials, equipment and methods used by Contractor; to observe the operations of the Contractor and its employees; to verify the activities

being performed; and to do any act or thing which the Commission may be obligated or have the right to do under this Contract.

E. Clean-Up

Contractor shall clean up daily the work sites, access ways or exit routes from the work site.

F. Damage and Repair

Contractor shall be responsible for and shall repair, or make financial and other arrangements for the repair, of any and all damages to the property of the Commission or others which may arise from its actions and the Work under this contract.

GC-4 DELETED

GC-5 PAYMENTS

- A.** Payment will be made in accordance with Contractor's bid for the Work, plus the cost of any additional services agreed to in advance, in writing by Commission, within thirty (30) days after the satisfactory completion of the Work, as determined by Commission, and Contractor's presentation of a proper invoice.

A detailed invoice, including the dates, on which the services were performed, shall be sent to the:

Roanoke Regional Airport Commission
Department of Finance
5202 Aviation Drive
Roanoke, VA 24012

- B.** Contractor shall pay all applicable taxes, including sales tax on materials supplied. Contractor agrees that the Commission may withhold and/or offset payment to Contractor when property of the Commission, Commission's tenant/subtenant or adjoining private property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, or for unsatisfactory performance under this Contract. Contractor also agrees that it shall be liable to the Commission for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Commission or Tenant's property, or for unsatisfactory performance.
- C.** Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide its social security number to the Commission and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number ("EIN") to the Commission.

D. ACH Vendor Payments

The Roanoke Regional Airport Commission pays its vendors electronically rather than by paper check. All payments to Contractor shall be deposited into the

checking account of Contractor's choice. In addition to having the money deposited electronically, Contractor will also be notified of the deposit by email. The email will provide Contractor with all the information that would normally be on Contractor's check stub. To receive payments electronically Contractor must print, and complete the ACH form, include a voided check and return both with this executed signed Contract to finance@flyroa.com

By signing the form, Contractor authorizes the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to Contractor's checking account.

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A.** The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this contract:
- a.** Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the contract; or
 - b.** Notify the Commission and the subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B.** The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "5b" above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

- C.** The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D.** Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Contract, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting data and evidence and a request for a formal decision to the Commission's Executive Director. Contractor shall deliver the written notice with supporting data and evidence for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data and evidence to Commission's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an

absolute bar to any future claim or suit against Commission for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, Commission's Executive Director may request any additional information or documentation from Contractor or other parties, and may utilize appropriate assistance from other sources. Any final decision in writing by the Commission's Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure by the Commission's Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by Contractor or its subcontractor(s) or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the Contractor's equipment or personal property used to perform the Work. Should Contractor inadequately remedy or fail to remedy a violation of this Contract after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Contractor.

Contractor's obligation to indemnify shall not be affected, waived or diminished by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker compensation acts, disability benefit acts or other employee benefit acts.

GC-8 INSURANCE REQUIREMENTS

The following terms and conditions related to Insurance shall apply:

Liability Insurance Requirements.

The Contractor shall maintain general liability insurance, on a per occurrence basis, with a quality company authorized to do business in Virginia during the life of the Contract and furnish Commission Certificates of Insurance, or other appropriate evidence of coverage as may be required by Commission, naming the Contractor as insured and its subcontractors, Commission, and Commission's officers, officials, agents, board members, employees and volunteers as additional insureds, providing coverage against any and all claims for property damages or bodily injury (including death) incurred in connection with the services to be provided under this Contract. Minimum limits of liability shall be as indicated below:

Commercial General Liability: \$5,000,000.00 Combined Single Limit to include

Contractual, Commissions and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability: \$1,000,000.00 Combined Single Limits, unless the Contractor will be driving inside the AOA, in which case the requirement shall be for \$5,000,000 combined Single Limit. Such insurance shall be "any auto" type coverage or is equivalent.

The above amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

Errors and Omissions Insurance

Errors and Omissions Insurance in the amount of not less than \$1,000,000.00 per occurrence with the Roanoke Regional Airport Commission to be shown as an additional insured.

Workers' Compensation Requirements

The Contractor will obtain and maintain during the life of the Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work on the Project under Contract. The Contractor shall require similar coverage by all subcontractors.

Notice of Cancellation

The policy or policies required hereunder shall contain substantially the following special provision, unless otherwise agreed by Commission: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Executive Director, Roanoke Regional Airport Commission."

Additional Insureds

Prior to execution of this Contract by Commission, the Contractor shall provide the Executive Director with an exact copy of the additional insured endorsement naming the entities listed above as additional insureds, and a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Commission's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Commission's General Counsel, the Contractor shall forthwith provide a new policy meeting the requirements of said persons. The additional insured coverage provided under the Consultant's insurance policy shall be primary with respect to the Contractor's general liability, notwithstanding other insurance covering the Commission.

Insurance not to be a Limit on Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers may have under this Contract, including without limitation the indemnification provision contained herein. The Commission does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or

obligation for the Commission to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

Insurance Company Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

Notice to Commission

Contractor shall immediately notify the Commission in writing of any changes, modifications, expiration and/or termination of any insurance coverages and/or policies required by this Contract.

Umbrella Policy

The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

Insurance Company

Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

No Exclusions

The Contractor's insurance policies and/or coverages shall not contain any exclusion for the Contractor's sub-contractors.

Maintenance of Insurance

The continued maintenance of the insurance policies and coverages required by this Contract during the time that the Contractor is working for the Commission is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

GC-9 REQUIREMENTS IMPOSED BY STATE and FEDERAL LAW

A. NON-DISCRIMINATION

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

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (c.) Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3. In every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
 3. The Roanoke Regional Airport Commission does not discriminate against faith based organizations.

B. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (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; and, (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

C. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

The Contractor covenants that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

D. EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to Commission establishing that the contractor is 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 (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Contactor fails to remain in compliance with the provisions of this section.

GC-10 CODE OF FEDERAL REGULATIONS 41 CFR 60-300.5(a) and 41 CFR 60-741(a) REQUIRED EEO CLAUSE:

The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

GC-11 GENERAL CIVIL RIGHTS PROVISIONS

Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Clauses for Compliance with Nondiscrimination Requirements (*Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration*)

Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter in this section GC-11 both collectively, and jointly and severally, referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Commission or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Commission will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending this Contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six of this section GC-11 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Commission or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter both collectively and jointly and severally, referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 ET seq).

GC-12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

GC-13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

GC-14 CANCELLATION

A. For Cause

The Commission’s Executive Director may cancel the Contract upon written notice received by Contractor whenever Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation,

Contractor shall be given written notice and five (5) days to cure such failures. However, in the event that that Contractor's failure is a violation of law, and/or an act or condition that poses a risk of harm to people or their property, then Contractor shall immediately take action to cure such failure and shall complete such cure within 24 hours. Default by Contractor hereunder shall constitute a basis for determining for future contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future Contracts to Contractor.

In the event that Contractor defaults in the performance of any of the terms, conditions or Contracts contained in this Contract, and Commission places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of Commission's reasonable attorney's fees and costs related to any such proceeding.

B. Without Cause

The Executive Director of the Commission may cancel the contract without cause at any time upon ten (10) days advance written notice, and may stop the work at any time during the ten-day period, provided that Contractor shall be paid for all work completed to the satisfaction of the Commission on or before the effective date of the cancellation or stop work order, whichever is sooner.

GC-15 GOVERNING LAW, VENUE AND ARBITRATION

The provision of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision; Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, and not elsewhere. In the event of any such litigation, the prevailing party, as determined by the adjudicating entity, shall have its costs, including all attorney's fees, paid by the non-prevailing party.

Notwithstanding the foregoing, the parties shall make their best efforts, in good faith, to resolve by negotiation all disputes concerning the interpretation and enforcement of this Contract by negotiation. The parties may resort to formal mediation via a professional mediating entity, licensed to conduct business in Virginia, in the event such inter-party negotiation fails. In the event either negotiation or mediation fail to resolve any such dispute, the parties hereby affirmatively agree to submit any action concerning the interpretation or enforcement of this Contract to binding arbitration, pursuant to Chapter 21 of Title 8.01 of the Code of Virginia, as currently existing or amended hereafter. Said arbitration shall be conducted by a professional arbitrating entity licensed to conduct business in Virginia. In the event the parties are unable to agree upon the arbitrating entity, selection shall be determined by a coin toss, choosing between one nominee respectively proposed by each party. The cost of the arbitration shall be shared equally by the parties. The party prevailing in any such arbitration, as determined by the arbitrator, shall have its costs, including all attorney's fees, paid by the non-prevailing party.

GC-16 SEVERABILITY

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this Contract, and such principle or rule is expressly waived by the parties to this Contract.

GC-17 ENTIRE CONTRACT

This Contract embodies the entire understanding between the parties. There are no oral Contracts or representations in connection herewith.

GC-18 SURVIVAL

All representations, Contracts, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.

GC-19 DUPLICATE COPIES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

GC-20 CERTIFICATION

The undersigned individual executing this Contract on behalf of Contractor certifies and warrants that he or she is authorized to enter into this Contractor and bind Contractor to all of the terms and conditions contained herein. Commission's Executive Director has been duly authorized by affirmative vote of the Commission Board to execute this Contract on behalf of the Commission.

GC-21 HEADINGS

The headings used in this Contract are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Contract.

GC-22 NOTICES

A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the

party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, or at such other office as Commission may hereafter designate by notice to Consultant in writing.

C. Notice to Contractor. Notice to Contractor may be addressed and delivered to Contractor at the address provided by Contractor in the Contract, Contractor's address as shown in the public records, or at such other address in the continental United States as Contractor may hereafter designate by notice to the Commission in writing.

GC-23 CONTRACT PROVISIONS REQUIRED FOR RECIPIENTS OF VIRGINIA DEPARTMENT OF AVIATION FUNDS

A. As a recipient of Virginia Department of Aviation grant funds, all Commission contracts and Contracts are subject to all applicable terms and conditions of the Commission's Master Contract, Allocations, and Grant Contracts with the Virginia Department of Aviation, all as amended, which are incorporated by reference as if expressly stated herein, including, without limitation, the following provisions:

1. The Contract is subject to appropriation of funds and applicable grant funding from the Virginia Department of Aviation and may be cancelled and immediately terminated in the event the Virginia of Aviation terminates the funding in whole or in part for the Contract under the provisions of an applicable Master Grant Contract, Allocation, or Grant Amendment.
2. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass through funds shall maintain all books, documents, papers, accounting records, and any other written or electronic evidence supporting their project activities and the costs incurred. Such information shall be made available for audit and inspection at the Commission's offices at all times during the Grant Contract, Grant Amendment(s), or Allocation period and for a period of four years from the end of the state fiscal year (i.e. June 30) inn which the final payment is made, except for records pertaining to terminal buildings and the acquisition of land and easements. Records for terminal buildings shall be kept for the useful like of the terminal building. Records for the acquisition of land and easements shall be kept indefinitely.
3. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass-through funds shall permit any authorized representatives of the Virginia Department of Aviation to inspect and audit all records related to the performance of the contract or Contract, the Master Contract, or any Grant

Contracts, Grant Amendment(s), and Allocations. This shall include, but not limited to the following: the scope of any audit conducted must include those expenditures made by the Commission for the Grant Contract, Grant Amendment(s), or Allocation, including consultants, sub-consultants, and any other recipients of pass-through funds.