CONSTRUCTION CONTRACT
GREENE COUNTY COMMUNITY PARK IMPROVEMENTS

This Construction Contract is entered into this _____ day of _____, 2026, by and between the County of Greene, Virginia, political subdivision of the Commonwealth of Virginia, (the "County") 40 Celt Road, Stanardsville, Virginia, 22973, and Anderson Trenching LLC, (the "Contractor) a Viginia corporation, 113 Industrial Drive, Ruckersville, Virginia, 22968. The County and the Contractor may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the County issued Invitation for Bid No. BPM093055, titled "Greene County Community Park Improvements" dated August 10, 2026, to solicit competitive sealed bids for work at the county's park in Ruckersville, Virginia. The procurement is governed by the Virginia Public Procurement Act and the County of Greene's Procurement Policy, and the IFB provides that all terms and conditions of those documents are adopted and made part of the procurement. The County's stated purpose was to select one qualified contractor through competitive sealed bidding for construction work at the county park.

WHEREAS, the Contractor submitted bid and has been selected by the County as the successful offeror, in accordance with procedures set forth in Virgina Code § 2.2-4300 et. seq.

WHEREAS, the County and the Contractor intend by this Contract to set forth the legally binding terms under which the Contractor will perform the park construction, to incorporate the IFB terms and conditions into the Contract, and to establish a public procurement contract suitable for execution by the County and the Contractor.

IN CONSIDERATION WHEREOF and other good and valuable considerations, all of which is acknowledged as received, it is agreed as follows:

1.0 Contract Documents and Order of Precedence. The Contract Documents consist of this Contract, IFB No. BPM093055 and all appendices, attachments, addenda, procurement requirements, general terms and conditions, and special terms and conditions included in or incorporated into the IFB, the Contractor's accepted bid response and supporting documentation, the Contractor's certificates of insurance and licensing documentation, any Notice to Proceed issued by the County, and any written change order or amendment executed in accordance with this Contract.

1.1. All terms and conditions of IFB No. BPM093055, the special terms and conditions, the insurance requirements, the bid response terms, and all compliance requirements, are incorporated into and made part of this Contract as if fully set forth herein (General Terms and Conditions attached as Appendix A). If there is any conflict among the Contract Documents, the following order of precedence shall apply: first, a written amendment or change order signed by both parties; second, this Contract; third, IFB No. BPM093055 and its appendices, attachments, terms, conditions, and addenda; fourth, the Contractor's accepted bid response and supporting documentation; and fifth, other project correspondence or submittals approved in writing by the

County. If any Contractor bid document contains a procurement-number reference inconsistent with IFB No. BPM093055, the parties agree that IFB No. BPM093055 governs the procurement and the Work under this Contract.

2.0 Scope of Work. The Contractor shall furnish and perform all work, services, labor, equipment, fuel, transportation, tools, materials, supervision, insurance, permits, licenses, coordination, and incidentals necessary to complete the park work described in the Contract Documents (the "Work"). The Work includes but is not limited to:

- Construction of a gravel overflow parking lot and entrance
- Paving, striping, and completion of current parking lot
- Extend sewer cleanouts flush with new paving elevation
- Addition of main parking lot sidewalk and concrete walkways
- Construction of concrete viewing pad
- Erosion and sediment control
- Related incidental work

2.1 The Contractor shall perform the Work in a timely, safe, and effective manner and shall include in the Contract Price all costs associated with the Work detailed in the scope. The Contractor represents that it has examined the Bid Documents, reviewed the existing site conditions, and become familiar with all conditions affecting the Work, including the availability of labor, materials, and equipment. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve all interim milestones, substantial completion, and final completion in accordance with the dates or periods of performance established in the Contract Documents and any Notice to Proceed.

2.2. The Contractor shall obtain and maintain all required licenses, training, permits, fees, and notices required to perform the Work, and the Contractor shall supply copies of licenses to the County upon request. The Contractor must obtain a Greene County business license before starting Work if it does not already have one, and the Contractor is responsible for the cost of acquiring that license. The Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, and ordinances governing performance of the Work.

3.0 Contract Price and Payment Terms. Subject to the County's acceptance of the Contractor's bid, authorized adjustments, and the availability and appropriation of funds, the County shall pay the Contractor a base Contract Price of $621,000.00 for the Work. The Contract Price shall include all applicable sales and use taxes, all insurance premiums required, and all applicable allowances identified in the Bid Response Form, subject to the County's tax-exempt status.

3.1. The Contractor may submit invoices for payment in accordance with the payment schedule approved by the County. Unless a different payment date is established by this Contract or approved payment schedule, the County shall pay for completed delivered goods or services no later than forty-five days after goods or services are received or forty-five days after the invoice is rendered, whichever is later. Within twenty days after receipt of an invoice or goods or services, the County shall notify the Contractor of any defect or impropriety that would prevent payment by the payment date. Unless otherwise provided in this Contract, any finance charge for late payment by the County shall not exceed one percent per month.

3.2 Payment will only be made upon submission of invoices and the Director of Facilities determines that there has been substantial progress made. The payment schedule shall be as follows:

Mobilization – 30%
Progress Payment – 20%
Progress Payment – 20%
Progress Payment – 20%
Completion/ Retainage – 10%

4.0 Contract Term, Notice to Proceed, and Completion Deadlines. This Contract shall commence on the Effective Date and shall remain in effect until final completion of the Work, final payment, and satisfaction of all post-completion obligations, unless earlier terminated in accordance with this Contract. The Contractor shall commence the Work on the date specified in the Notice to Proceed issued by the County. The Contractor shall achieve substantial completion within 120 days of starting the Work.

4.1. Time is of the essence in the performance of this Contract. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve any interim milestones, substantial completion, and final completion in accordance with the dates or periods of performance stated in the Contract Documents.

5.0. Change Orders and Contract Modifications. Subject to Virginia Code § 2.2-4309, the County may order changes within the general scope of this Contract at any time by written notice to the Contractor. The Contractor shall be compensated for additional costs incurred because of an authorized change order, and such compensation shall be determined by mutual written agreement between the parties. The Contractor shall not perform extra work or changed work and shall not be entitled to additional compensation or time, unless the change is authorized in writing by the County in accordance with this Contract.

5.1. This Contract shall not be amended, altered, or modified unless the amendment, modification, or alteration is reduced to a writing purporting to be such a modification, signed by both parties, and attached to this Contract. The amount of this Contract may not be increased for any purpose without adequate consideration provided to the County. Modifications made by a political subdivision that fail to comply with Virginia Code § 2.2-4309 are voidable at the discretion of the governing body, and unauthorized approval of a modification cannot be the basis of a contractual claim under Virginia Code § 2.2-4363.

6.0. Default. If the Contractor fails to deliver services in accordance with the Contract terms and conditions, the County, after written notice to the Contractor, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy is in addition to any other remedies available to the County under this Contract, at law, or in equity. The County's exercise of any remedy shall not relieve the Contractor of liability for breach, defective work, delay, indemnity, warranty, or other obligations that survive termination or completion.

7.0 Notices. All requests, notices, and other communications required or permitted under this Contract shall be in writing. Delivery of a notice shall be deemed made when the notice is duly

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mailed by first-class mail, postage prepaid, return receipt requested, or by any comparable or superior postal or overnight delivery service then in effect, or when transmitted by hand delivery to the party entitled to receive the notice at the address stated in this Contract or at another address specified by written notice.

Notices to the County:
Cathy Schafrik, County Administrator
40 Celt Road
Stanardsville, Virginia 22973,

With a copy to:
Kelley M. Kemp, Esq.,
Sands Anderson, P.C.,
P.O. Box 1998,
Richmond, Virginia 23218-1998.

Notices to the Contractor:
Chris Anderson
Anderson Trenching, LLC
113 Industrial Drive
Ruckersville, Virginia 22968

8.0 Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. It shall not be necessary in making proof of this Contract or any counterpart to produce or account for any other counterpart. The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic signature" includes faxed versions of an original signature and electronically scanned and transmitted versions, including PDF versions, of an original signature.

9.0 Entire Agreement. This Contract, together with the Contract Documents incorporated herein, constitutes the entire agreement between the County and the Contractor concerning the Work and supersedes all prior or contemporaneous negotiations, understandings, representations, or agreements concerning the Work, except to the extent expressly incorporated in the Contract Documents. The Contractor acknowledges that it has carefully examined the Bid Documents and related documents, reviewed existing site conditions, and become familiar with all conditions affecting the Work.

The parties have caused this Contract to be executed by their duly authorized representatives as of the Effective Date stated above.

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COUNTY:

COUNTY OF GREENE, VIRGINIA

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

County Attorney / Counsel

Date: _____

CONTRACTOR:

Anderson Trenching, LLC

By: _____

Name: _____

Title: _____

Date: _____

Virginia Contractor's License No.: _____

SCC Identification No.: _____

Federal Tax Identification No.: _____

Greene County Business License No.: _____

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APPENDIX A

GREENE COUNTY, VIRGINIA

GENERAL TERMS AND CONDITIONS

A. Applicable Laws and Courts. This solicitation and any resulting contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of conflicts of law that would cause the application of the laws of any jurisdiction other than those of Virginia. The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Greene County, Virginia for resolution of any and all claims, causes of action or disputes between the Contractor and the County, depending on the amount in controversy.

B. Changes to the Contract. Subject to Virginia Code § 2.2-4309, the County may order changes within the general scope of the contract at any time by written notice to the Contractor. The Contractor shall be compensated for any additional costs incurred because of such order. Said compensation shall be determined by mutual agreement between the parties in writing.

C. Default. In case of failure to deliver services in accordance with the contract terms and conditions, the County, after written notice to the Contractor, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

D. Appropriation of Funds. The County shall be bound under this contract only to the extent of the funds available and duly appropriated or which may hereafter become available and duly appropriated for the purpose of fulfilling the County's obligations under this contract. the County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated, and the County shall not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. In the event of any non-appropriation, the County shall notify the Contractor as soon as is reasonable but failure to give such notice shall be of no effect and the County shall not be obligated under the contract beyond the date of termination specified in the County's written notice.

E. Ownership. Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP and/or any resulting contract shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. All created materials resulting from work performed under a contract shall become the property of the County and shall be returned to the County upon request.

F. Compliance with the Law. During the term of the contract, the Contractor will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, Virginia Fair Employment Contracting Act of 1975, as amended, Virginia Values Act, as amended,

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Virginia Freedom of Information Act, Virginia Prompt Payment Act, and the Virginia Public Procurement Act, where applicable.

G. Ownership of Intellectual Property. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the County. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form, satisfactory to the County to evidence its sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

H. Compliance with Virginia Code § 2.2-4310. the County promotes the use of small businesses and businesses owned by women, minorities, military families, service-disabled veterans, and employment services organizations in procurement.

I. Employment Discrimination. Pursuant to Virginia Code § 2.2-4311, to the extent that the contract with the County is over $10,000, Contractor agrees as follows: (a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) 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; and (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. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Immigration Reform and Control Act of 1986. By accepting a contract award, Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

K. Authorization to Conduct Business in Virginia (Va. Code § 2.2-4311.2). If the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The County may void a contract if the Contractor fails to remain in compliance with the provisions of this section.

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L. Use of Child Labor Prohibited. Pursuant to Virginia Code § 2.2-4311.4, to the extent that the contract with the County is over $10,000, Contractor agrees that it will not use forced or indentured child labor in the performance of the contract. Further, the County requires the Contractor to include the same provisions in any subcontracts that exceed $10,000.

M. Drug Free Workplace. Pursuant to Virginia Code § 2.2-4312, to the extent that the contract with the County is over $10,000, 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, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this contract awarded to the Contractor in accordance with this chapter, the employees of whom 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.

N. Indemnification. Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from and against any third party claim, cause of action, or demand (each a "Covered Claim"), including the cost and expense (including attorneys' fees) from any and against all claims, liabilities, damages, losses, judgments, charges, and/or causes of action resulting from any breach of this contract by the Contractor and any negligence or intentional misconduct by the Contractor for which the County, its officers, agents, or employees are alleged to be liable.

Contractor and the County recognize that state law prohibits the County from entering into any agreements to indemnify another party. To the extent any provisions of the contract are construed as indemnification obligations of the County, such provisions shall be void and of no effect.

O. Audit. The Contractor shall retain all books, records, and other documents relative to the Contractor's obligations and the contract for three (3) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents or any of their duly authorized representatives shall have access to any such books, documents, papers, and records of the Contractor for the purpose of making audits, examinations, excerpts, or transcriptions.

P. Payments to Subcontractors. When subcontracts are used in the performance of this contract, the Contractor must take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by the subcontractor under that contract: (a) Pay the subcontractor for the proportionate share of

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the total payment received from the agency attributable to the work performed by the subcontractor under that contract, or (b) Notify the County and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment with the reason for nonpayment. Individual subcontractors must provide their social security numbers and proprietorships, partnerships, and corporations must provide their federal employer identification numbers. Contractor must pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor must include in each of 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. No contract modification and no cost reimbursement claim shall include any reimbursement for the interest charge.

Q. Non-Discrimination Pursuant to Virginia Code § 2.2-4343.1. Be advised that the County does not discriminate against faith-based organizations. The Contractor shall not discriminate against faith-based organizations during the performance of this contract.

R. Notices. All requests, notices and other communications required or permitted to be given under the contract shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

1. duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or overnight delivery service then in effect; or

2. transmitted by hand delivery to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

3. Notices to the County shall be sent to:

Cathy Schafrik, County Administrator
40 Celt Road
Stanardsville, Virginia 22973,

With a copy to:
Kelley M. Kemp, Esq.
Sands Anderson, P.C.
P.O. Box 1998
Richmond, VA 23218-1998

Notices to the Contractor shall be sent to:
Chris Anderson
Anderson Trenching, LLC
113 Industrial Drive
Ruckersville, Virginia 22968

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S. Tax Exemption. The County, as a political subdivision of the Commonwealth of Virginia, is exempt from any federal excise tax and Virginia sales and use tax. Taxes included on invoices will be deducted from the payment amount. Tax-exempt forms will be completed for the Contractor upon request. The County's tax identification number is 54-6004813.

T. Dispute Resolution Procedure. Unless otherwise provided for in this contract, the procedures for consideration of contractual claims set forth in Virginia Code § 2.2-4363(C) shall be applicable to this contract and are incorporated herein by reference. Any alternative dispute resolution procedures entered into by the County shall be nonbinding.

U. Insurance Requirements.

1. Unless otherwise expressly excepted in the contract, the Contractor shall take out and maintain during the term of the contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise out of the Contractor's actions or inactions, or those of the Contractor's subcontractor or other persons directly or indirectly employed by either of them:

2. The Contractor shall maintain the following insurance to satisfy its insurance obligations

   a. Worker's Compensation. The Contractor shall procure and maintain worker's compensation insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting the Contractor's obligations are to be performed. Such insurance shall not have a limit of liability less than the statutory minimum.

   b. Employer's Liability. The Contractor shall procure and maintain employer's liability insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting the Contractor's obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

      1.) Bodily Injury by accident, $500,000 for each accident;

      2.) Bodily Injury by disease, $500,000 policy limit;

      3.) Bodily Injury by disease, $500,000 for each employee.

   c. Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent contractor, and personal injury insurance in support of the Contractor's obligations to indemnify the County. This policy

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shall be endorsed to include the County as an additional insured during the term of the contract and shall state that this insurance is primary insurance as regards any other insurance carried by the County. Such insurance shall not have a limit of liability less than the following:

1.) $1,000,000 for each occurrence involving bodily injury;

2.) $1,000,000 for each occurrence involving property damage;

3.) $2,000,000 aggregate limits.

d. Comprehensive Automobile Liability. The Contractor shall procure and maintain comprehensive automobile liability insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

1.) $1,000,000 for each occurrence involving personal injury;

2.) $1,000,000 for each occurrence involving property damage;

3.) $2,000,000 aggregate limits.

e. The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on its tools, equipment and machinery.

3. Each policy shall name the "Greene County, Virginia" as an additional insured.

4. Such insurance must be issued by a company admitted to do business within Virginia and with at least an AM Best rating of A-.

5. Within 10 days after the Contractor is awarded the contract, and in no event later than the first day on which the Contractor provides goods or services to the County, the Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance.

6. All insurance policies required shall include a clause waiving any and all subrogation rights against the County.

7. Insurance policies shall provide for notification to the County of non-payment of any premium and shall give the County the right to make the premium payment thereunder within a reasonable time if the insurance policy is in danger of lapsing during the term of the contract. Any premium payments made by the County shall be deducted from amounts due the Contractor under the contract.

V. Termination and Cancellation. The County shall have the unilateral right to terminate this contract for default on the terms of this contract, or any other contract between the Contractor and the County.

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The County has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the County. If the contract is terminated in whole or in part for the convenience of the County, the Contractor shall be paid the contracted price for the service actually provided or rendered up to the date of the termination of the contract but shall not be paid any other fees or lost profits.

Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

W. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this Local Government. A copy of these provisions may be obtained from the Administration Office upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interests Act (§ 2.1-348 et. seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

X. No Waiver. Any failure of the County to demand rigid adherence to one or more of the terms of the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of the contract. Moreover, it is the County's position and Contractor hereby agrees that the legal theories of implied waiver, statute of limitation, estoppel, and laches do not apply as defenses that the Contractor may assert in any action by the County. Any waiver of a term of this contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

Y. No Assignment. This contract may not be assigned, sublet, or transferred, in whole or in part, without the written consent of the County or its designee.

Z. Severability. If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

AA. Modifications, Additions or Changes. The contract shall not be amended, altered, or modified unless such amendment, modification or alteration is reduced to a writing purporting to be such a modification that is signed by both parties and attached hereto. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

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BB. Counterparts and Electronic Signature. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this contract or any counterpart hereof to produce or account for the other counterpart. The parties acknowledge and agree that this contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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