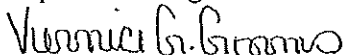


## EMERGENCY PROCUREMENT AUTHORIZATION

Pursuant to Sec. 22-22-4(e) and in my capacity as the City's procurement manager, and upon request by the City Manager, I hereby determine that an emergency exists justifying the award of one or more contracts without competitive sealed bidding or competitive negotiation.

Basis for the Emergency. On or about April 1, 2021 the Virginia Supreme Court ruled in favor of the City of Charlottesville in litigation involving a challenge to the City's authority to remove Confederate statues from public parks in Downtown Charlottesville; subsequently in April 2021 the Supreme Court entered a written mandate that lifted the court-ordered injunction(s) that prohibited the City from making or carrying out plans to remove the statues. At this time City Council is electing to follow a statutory process that offers a final opportunity for public input (a public hearing on June 7, 2021) and a 30-day period offering the statues to any museum, historical society, government or military battlefield for relocation and placement. At the end of that 30-day period (anticipated to be on or about July 8, 2021), if the statues have not been conveyed to a museum, historical society, government or military battlefield for relocation and placement, the City may make some other final disposition. However, the disposition(s) preferred by City Council will not be determined until July 8, 2021 at the earliest.

Against this background, the City is approaching the fourth anniversary of the deadly riots and mayhem that followed City Council's original announcement in 2017 of its intention to remove the statues. There exists concern on the part of the City Manager/Director of Emergency Management that, if any possible removal by the City cannot (i) be accomplished swiftly, (ii) reflect a flexible scope and parameters that can be adjusted on short notice, (iii) be closely coordinated with a public safety planning team, and (iv) be awarded and acted upon with short notice, then the safety of the general public, the contractors participating in the removal, and of City employees may be compromised. These needs and factors do not lend themselves to a competitive sealed bidding or competitive negotiation process. Therefore, and following consultation with the City Manager, I hereby authorize the contracts for services necessary to remove or transport the statues to be procured on an emergency basis, without competitive sealed bidding or competitive negotiation, as necessary for and in connection with specific decisions or dispositions made by City Council and/or the City Manager. The City Manager and his staff should use best efforts to identify multiple contractors who can perform the necessary services within applicable deadlines or timelines and facilitate competition among them.

Signature of Procurement Manager:  Date: 6/11/2021

Signature of City Manager:  Date: 6/14/21

## EMERGENCY PROCUREMENT CONTACT REPORT

Name of Contractor Contacted: *Mr. Mike Blake*

Business Address of Contractor: *Wolfe House & Building Movers  
North Carolina Office*

Contractor's Background and Experience:

*Experience is related to the structure moving, relocation, lifting, rigging and hauling, support and shoring.*

Has Contractor ever worked with (moved or installed) large outdoor sculptures?

*Experience is in dealing with large structures.*

Contractor's estimate of cost:

*An estimate was not provided.*

Other Relevant Information:

*Spoke with Contractor on June 21, 2021. Indicated that he was interested in the project. Contractor indicated that he would need to perform a site visit before he could provide a quote.*

## EMERGENCY PROCUREMENT CONTACT REPORT

Name of Contractor Contacted: *Ms. Theresa Matyiko*

Business Address of Contractor: *Expert House Movers  
4556 Blackwater Road,  
Virginia Beach, VA 23457*

Contractor's Background and Experience:

*Experience is related to the relocation of houses, structures, boats, and large equipment.*

Has Contractor ever worked with (moved or installed) large outdoor sculptures?

Contractor's estimate of cost:

*Estimate was not provided.*

Other Relevant Information:

*Spoke with Ms. Matyiko on June 17, 2021. She expressed interest in performing the project and indicated that her company looked at the locations when previously contact by City staff back in 2016. Provided follow up communication on July 6<sup>th</sup> that they would be willing to evaluate the project needs for a fee.*

## EMERGENCY PROCUREMENT CONTACT REPORT

Name of Contractor Contacted: *Mr. Philip Reynolds*

Business Address of Contractor: *Reynolds Contracting, LLC  
PO Box 607  
Gordonsville, VA 22942*

Contractor's Background and Experience:

*General Contractor*

Has Contractor ever worked with (moved or installed) large outdoor sculptures?

*This company moved Albemarle County's statue.*

Contractor's estimate of cost:

*Estimate was not provided.*

Other Relevant Information:

*Spoke with Mr. Reynolds on June 3, 2021. Mr. Reynolds was to follow up to following week to arrange an onsite visit for the week of June 14<sup>th</sup> but did not call back. Place two calls to contact number and left messages but no reply. Follow calls were placed but no further response.*

## EMERGENCY PROCUREMENT CONTACT REPORT

Name of Contractor Contacted: *Mr. Devon Henry*

Business Address of Contractor: *Team Henry Enterprises  
Newport News, VA*

Contractor's Background and Experience:

*Experience in removing and transporting monuments.*

Has Contractor ever worked with (moved or installed) large outdoor sculptures?

*Performed removal of statues for City of Richmond, VA.*

Contractor's estimate of cost:

*An estimate was not provided at time of discussion.*

Other Relevant Information:

*Spoke with contractor June 16, 2021. Indicated that he was interested in the project. Contractor indicated that he would be near area in the following week and he would make arrangements the following week to review site. Advised later that the Deputy City Manager was also conversing with Contractor. Subsequent communications with contractor processed through the City Manager's Office.*

## EMERGENCY PROCUREMENT

### CONTACT REPORT

Name of Contractor Contacted: Team Henry LLC

Business Address of Contractor: <https://teamhenryent.com/>

1003 48th St, Newport News, VA 23607

#### Contractor's Background and Experience:

Team Henry is experienced in the removal and storage of historical monuments/statues. More specifically the firm is experienced in removing statues under controversial terms. This includes the highly publicized removal of stairs in Richmond, Virginia and also removals in Tennessee. (source: [https://www.google.com/amp/s/www.wtvr.com/news/local-news/black-contractor-braves-threats-in-removing-richmond-statues-October-26%3F\\_amp%3Dtrue](https://www.google.com/amp/s/www.wtvr.com/news/local-news/black-contractor-braves-threats-in-removing-richmond-statues-October-26%3F_amp%3Dtrue))

Has Contractor ever worked with (moved or installed) large outdoor sculptures?

Yes the contractor has worked with removal and installation of outdoor sculptures. This includes the installation of the Slave Memorial at the University of Virginia (<https://news.virginia.edu/content/bigger-picture-memorial-enslaved-laborers-nears-finish-line>)

Contractor's estimate of cost: estimated costs were provided in the amount of \$980,000. Official invoices are available and the sum is codified in the signed contract document.

Other Relevant Information: Contractor was contacted by DCM Ashley Marshall by request of CM Boyles. Local community members Andrea Douglas and Dr. Jalane Schmidt also contacted DCM Marshall by phone to state that the city should reach out to Team Henry.

# PROPOSAL

THEL is pleased to present the following proposal for the relocation of sculptures owned by the City of Charlottesville

## SCOPE OF SERVICES:

THEL has been asked by the City of Charlottesville, operating in a state of emergency, to make available the manpower and equipment necessary to relocate certain sculptures owned by the City, as directed by the City.

In all cases, THEL understands that the sculpture is to be removed from the base, with the stone being disassembled and cataloged for potential future assemble.

THEL has assembled a world-class team of riggers, operators, fabricators, and artists who specialize in the preservation, handling and placement of one-of-a-kind art pieces to assist in the completion of this project.

THEL understands that the sculptures are to be delivered for outdoor storage to a secure facility provided by the City of Charlottesville located within a five-mile radius of Charlottesville City Hall.

THEL will be responsible for unloading and tarping (if requested) at the City's selected facility; however, the City will be responsible for security and protection of the statues once they are unloaded.

## COST OF SERVICES:

- THEL will mobilize the necessary men and equipment to the City of Charlottesville for the price of \$980,000.

## EXCLUSIONS AND CLARIFICATIONS:

- The City will provide a sufficient police force to secure each location where work is to be performed and ensure the safety of our workers and the ability to work efficiently.
- The City will perform all traffic control, and ensure that there is no vehicular traffic within a one block radius of our workers.
- The City will provide police escorts, as needed, and ensure that all travel paths are unimpeded.
- The City will provide all permits necessary to complete this work at no cost.
- It is understood that time is of the essence, and THEL will endeavor to protect the statuary and stone to the greatest extent possible. THEL will not be held liable for damages to either.
- It is understood that the safety and security of the stone or concrete bases is the responsibility of the City once the statues are removed, until THEL returns to disassembly the stone pedestals. It is understood that some statuary may have to be disassembled or cut in order to be transported. This work will be performed in such a way that the pieces can be reassembled by professionals. THEL will deliver the component pieces for storage, and the City is responsible for reassembly, at a later date, if necessary.
- THEL will not be obligated to, but may choose to, work more than 8 hours per day.
- In the event the removal process is halted for any reason beyond THEL's control, half of the entire payment will be due at time of stoppage.

**PAYMENT TERMS:**

THEL will submit an invoice for total project cost on Friday July 16, 2021, with payment due on a seven (7) calendar day net payment term.

Accepted by:

\_\_\_\_\_  
THEL (Printed)

\_\_\_\_\_  
City of Charlottesville Official (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**Bid Number:** EM# 22-02  
**Bid Title:** OUTDOOR SCULPTURE REMOVAL AND RELOCATION FOR STORAGE  
**Category:** EMERGENCY PROCUREMENT POSTINGS  
**Status:** Open

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**Description:**

Outdoor Sculpture Removal and Relocation for Storage

**Publication Date/Time:**

7/10/2021 6:00 AM

**Closing Date/Time:**

7/21/2021 6:00 AM

**Contact Person:**

Vernice Grooms, [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov)

**Related Documents:**

[EM 22-02 Notice of Award - Team Henry Enterprises, LLC \(PDF\)](#)

[Return To Main Bid Postings Page](#)

# CITY OF CHARLOTTESVILLE



## NOTICE OF AWARD OF CONTRACT ON EMERGENCY BASIS VIRGINIA CODE § 2.2-4303 (F)

NOTICE is hereby given that the City of Charlottesville has determined that the hereinafter described contract must be awarded on an emergency basis:

Department: City Council

Outdoor Sculpture Removal and Relocation for Storage

[Goods or Services which are being provided]

Team Henry Enterprises, LLC

[Name of vendor selected]

The contract is to be awarded as of the date of this notice. A written statement of reasons for this determination is on file.

Dated: 7/10/2021

Vernice G. Grooms  
Purchasing Agent or designee

I certify that this notice was posted on the Procurement & Risk Management page of the City website on the above date.

VGG

CONTRACT  
CITY OF CHARLOTTESVILLE, VIRGINIA

THIS CONTRACT is made and entered into July 10, 2021, by and between the CITY OF CHARLOTTESVILLE VIRGINIA (Hereinafter "City"), a political subdivision of the Commonwealth of Virginia, and Team Henry Enterprises, LLC (hereinafter "Contractor"), a Virginia corporation.

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

1. SCOPE OF SERVICES

- (a) For the compensation specified within Paragraph 2 of this Contract, Contractor shall provide all labor, equipment and machinery necessary to perform the following services ("Services"):
- i. Phase 1: within a single, 24-hour period of time, remove two monumental bronze sculptures from the stone bases on which they have been erected, and load each sculpture onto a vehicle for transportation to a storage location owned by the City,
  - ii. Phase 2: separately, on one or more other date(s), disassemble and remove each stone base from City property, in a manner that will catalogue each component of the base to allow for potential future re-assembly,
  - iii. transport each sculpture, and each base, to a City-owned storage location, and
  - iv. unload each sculpture, and the components for each base, at the City-owned storage location, and cover the items with a secure tarp.
  - v. Contractor shall perform the activities required for (i) through (iv), above, in accordance with a Public Safety Plan developed by the City. The Safety Plan will take into account information offered by the Contractor to the City in advance, regarding the required size or organization of work areas, and the number of personnel, vehicles and equipment that will be utilized in performance of the Services. The Public Safety Plan shall include reasonable provisions for Contractor's ingress and egress to and from its work areas; reasonable provisions for designation of the perimeter of Contractor's work areas by signage, fencing or other barriers; designation of a route for Contractor to use in transporting the sculptures and bases to the designated storage location, and reasonable traffic control measures along the transportation route. In order to protect the safety and security of the work sites, Contractor's personnel, City personnel, and the public, Contractor shall not disclose the details of the Public Safety Plan to any person without the City's written permission.
  - vi. If at any time the Contractor should determine that it cannot perform the Services as required by subparagraphs (i)-(v), above, the Contractor shall immediately give written notice to the City's Representative designated in Paragraph 6. In that event, the parties shall mutually confer, and if a mutually agreeable Contract amendment cannot be executed, then either party may terminate this Contract upon written notice to the other, subject to Paragraph 8(c).
- (b) Contractor is solely responsible for determining the means and methods by which the Services will be performed, and for compliance with federal and state laws and regulations governing Contractor's performance of the Services.
- (c) In its performance of the Services, Contractor will endeavor to protect the sculptures and bases from damage, to the greatest extent possible. Contractor represents to the City that it has assembled a world-class

team of riggers, operators, fabricators, and artists who specialize in the preservation, handling and placement of one-of-a-kind art pieces, to assist in the planning and performance of the Services. Contractor acknowledges that it has had a reasonable opportunity to inspect the sculptures in their present locations, as well as the areas in which the Services will need to be performed, and Contractor has formed an opinion that the sculptures and bases can be removed and relocated for storage in accordance with the specifications of this Contract. Notwithstanding the foregoing, Contractor cannot guarantee that the sculptures or bases will be free of damage, and Contractor shall not be liable to the City for damages on any theory of strict liability.

- (d) Contractor, on behalf of itself and its successors or assigns, agrees to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from claims; lawsuits; causes of actions; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) negligent performance of the Services, or otherwise caused by the grossly negligent act or omission or willful misconduct of the Contractor, or arising out of the Contractor's failure to obtain or maintain the insurance required by this Contract. In turn, to the extent allowed under Virginia law, the City agrees to protect, defend, indemnify, save, and hold harmless the Contractor, its officers, officials, agents, volunteers, and employees from claims; lawsuits; causes of actions; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of City's (or its contractors [excluding the Contractor who is a party to this Agreement], agents, volunteers, members, invitees, representatives, or employees) negligent, act or omission or willful misconduct; provided, however, that nothing in this Contract shall constitute a waiver or limitation of any sovereign, governmental, or statutory immunity, or limitation on liability, to which the City, its officers, officials or employees is/are entitled by the laws of the United States or the Commonwealth of Virginia. The parties agree that these indemnification obligations will survive the completion or termination of this Contract.
- (e) Contractor shall not perform any Services unless and until it has obtained workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. All such coverage shall be maintained in effect throughout the period of Contractor's performance of the Services. Contractor shall not allow any subcontractor to perform any services unless the subcontractor has also obtained, and continues to maintain for the duration of such services, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended.
- (f) Contractor shall maintain commercially reasonable insurance coverage throughout its performance of the Services, including, at a minimum: auto liability in an amount not less than \$1,000,000.00 per occurrence; and commercial general liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage. The Contractor shall provide the City with a current certificate of insurance including the following language: *"The policy is endorsed to include the City of Charlottesville as an additional insured with respect to the commercial general liability, automobile liability and umbrella or excess liability, as required by the parties' Contract. The umbrella or excess liability policy follows form on all underlying coverages."* Such certificate of liability insurance contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.
- (g) Any and all governmental approvals or permits required for or in connection with the Services shall be provided by the City, at no cost or expense to the Contractor.

2. **COMPENSATION**

Contractor shall perform all of the Services in accordance with the requirements set forth within Paragraph 1, above, in return for payment by the City of the fixed sum of nine hundred eighty thousand dollars (\$980,000.00).

The parties agree that the fixed sum payment for Contractor's Services, as set forth above, is based on the following cost itemization:

Phase of Services	Compensation
Mobilization	\$100,000.00
Phase 1	\$680,000.00
Phase 2	\$200,000.00

3. **TIME FOR PERFORMANCE**

Time is of the essence. Following commencement of the Services, Contractor shall diligently apply its best efforts and resources to complete the removal of both sculptures within a single, consecutive 24-hour period. In any event, however, Contractor shall complete all of the Services required by this Contract, no later than July 16, 2021 ("Time for Completion"). The City may extend the Time for Completion to allow completion of Services undertaken but not completed by July 16, 2021.

4. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, limited partnership, or limited liability partnership. Contractor represents that it 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* or as otherwise required by law. Contractor shall not allow its legal existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during its performance of the terms of this Contract. This Contract shall be void as to the City's obligations, as of the date on which Contractor fails to be in compliance with the provisions of this paragraph.

5. **PAYMENT BY THE CITY**

- (a) The City shall pay the Contractor following completion of the Services, within seven (7) calendar days after the date on which both of the following have been completed: (i) City's receipt of an invoice from the Contractor, and (ii) Contractor's completed registration as a vendor on the City's website.
- (b) Any Invoice must be supported by documentation acceptable to the City. Within two (2) days after the receipt of an invoice from the Contractor for completed Services, the City shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date.
- (c) Contractor shall provide its federal employer identification number(s) to the City on or before its submission of an invoice to the City.

6. CITY REPRESENTATIVE

The following individual will serve as the Contractor's point of contact for notices and communications relating to this Contract. Notices and communications relating to this Contract shall be given to the City in writing, addressed to the City Representative at the email address specified below. Any such notice or communication shall be effective as of the date received by the City Representative. Note: the City Representative does not have authority to approve or authorize any modifications to the terms of this Contract.

Name: Ashley Marshall  
Title: Deputy City Manager  
Email address: [marshalla@charlottesville.gov](mailto:marshalla@charlottesville.gov)

Phone: 434-970-3116

7. RESERVED

8. CONTRACT TERMINATION

- (a) The Contractor may terminate this Contract, after giving twenty-four (24) hours advance written notice to the City, if completion of the Services becomes impossible, due to an event or circumstances that cannot reasonably be anticipated or controlled by the Contractor.
- (b) The City may immediately terminate this Contract, by giving advance written notice to the Contractor that a danger to public health or safety exists which cannot be managed by a Public Safety Plan utilizing resources reasonably available to the City.
- (c) Upon termination of this Contract pursuant to paragraph (A) or (B), above, the Contractor shall be paid for all Services actually performed and expenses actually incurred prior to the effective date of termination, as well as reasonable costs associated with the termination. No compensation shall be made to the Contractor for anticipated profit on uncompleted Services.

9. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment.

- (a) Submission of Claims. Written notice of the contractor's intention to file a contract claim shall be given by the contractor to the City's Representative, at the time of an occurrence or the beginning of the work upon which the claim is based. Contractor's written notice of intention to file a claim shall include a detailed description of the actions, events or circumstances which form the basis of the claim (including, without limitation, relevant dates, times, names of individuals, etc.).
- (b) Consideration of Claims. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Procurement and Risk Management Services Division. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

10. INDEPENDENT CONTRACTOR

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

#### 11. MODIFICATION

This Contract may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Contract.

#### 12. NO ASSIGNMENTS

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

#### 13. NO WAIVER OF RIGHTS

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

#### 14. NO DISCRIMINATION

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

- (i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
- (ii) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
- (iii) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- (b) In accordance with the Code of Virginia, § 2.2-4343.1 the City does not discriminate against faith based organizations, or against any contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**15. PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS**

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

**16. SEVERABILITY**

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

**17. CONFLICTS OF INTEREST**

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

**18. ENTIRE CONTRACT**

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

**19. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of laws provisions. All litigation arising out of this Contract shall be commenced and prosecuted in the Circuit Court for the City of Charlottesville, Virginia.

**20. HEADINGS**

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

**21. BINDING EFFECT OF CONTRACT**

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Contract in two (2) original copies, each of which shall be deemed an original on the date first above written.

[remainder of this page intentionally left blank; signature page follows]



**CITY OF CHARLOTTESVILLE:**

July 10, 2021  
(Signature) Date  
By: CP Boyles II  
Charles P. Boyles, II  
Title: City Manager

**CONTRACTOR:**

Team Henry Enterprises, LLC

[Signature] 7/9/21  
(Signature) Date  
By: D. Hoy  
(Print name)  
Title: President

Funds Available:

By: Christopher V. Cullinan 7.9.2021  
Chris Cullinan, Director of Finance  
**CHRISTOPHER V. CULLINAN**  
Director of Finance

Approved as to Form:

Lisa Robertson  
Lisa Robertson, City Attorney

## FIRST AMENDMENT TO CITY CONTRACT

WHEREAS, on July 10, 2021 the City entered into a contract with Team Henry Enterprises, LLC (“Contractor”), for removal of certain bronze sculptures and statuary within the City of Charlottesville (“Contract”); and

WHEREAS, the City and the Contractor mutually desire to amend the payment remittance procedures set forth within the July 10, 2021 Contract;

NOW, THEREFORE the City and the Contractor mutually agree that Paragraph 5 of the Contract is hereby amended to read as follows:

### 5. PAYMENT BY THE CITY

- (a) The City shall pay the Contractor following completion of the Services within each Phase of performance. Contractor’s mobilization costs shall be invoiced as part of the invoice for completion of performance of the Phase I Services. Except as otherwise provided below, the City will make payment to the Contractor within seven (7) calendar days after the date on which both of the following have been completed: (i) the City has received an invoice from the Contractor for Services complete within the specified Phase, and (ii) the Contractor has registered as a vendor on the City’s website.
- (b) Within two (2) days after the receipt of an invoice from the Contractor for completed Services, the City shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date.
- (c) Contractor shall provide its federal employer identification number(s) to the City on or before its submission of an invoice to the City.

Additionally, the undersigned parties hereby agree and affirm that the Contract is hereby amended and re-enacted with the modification of Paragraph 5 set forth above, and all provisions of the Contract shall be and remain in full force and effect.

*[signature page follows]*

CITY OF CHARLOTTESVILLE

By:  \_\_\_\_\_  
DocuSigned by:  
Chip Boyles  
243499E6E8A8A1

Charles P. Boyles, II, City Manager

Date: 7/13/2021

CONTRACTOR:

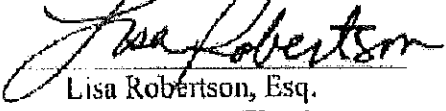
Team Henry Enterprises, LLC

By:  \_\_\_\_\_  
DocuSigned by:  
Team Henry Enterprises, LLC  
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Its: President

Date: 7/12/2021

APPROVED AS TO FORM:  
Office of the Charlottesville City Attorney

By:  \_\_\_\_\_  
Lisa Robertson, Esq.  
City Attorney