



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 FAX: (703) 792-4611

FINANCE DEPARTMENT

Purchasing

CONTRACT: 6020BA2

SUBJECT: (ROADWAY MAINTENANCE AND SNOW REMOVAL SERVICES
FOR BULL RUN AND LAKE JACKSON)

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

Bull Run Landscaping
4401 Babbling Brook Ct
Haymarket, Va 20169
703-754-7756

This Contract is entered into this 22nd day of October, 2005, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

An Equal Opportunity Employer

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SECTION I

SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean Public Works, Environmental Services.

"Contract Administrator" assigned to administer this Contract for the County is Ms. Pamela Larkins, Engineering Assistant III.

"Contractor" shall mean:

Bull Run Landscaping
4401 Babbling Brook Ct
Haymarket, Va 20169
703-754-7756

whose authorized representative is Mr. Nicholas Nasco, Owner, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Bid Response dated August 12, 2005.
2. County's Solicitation No. IFB060007 entitled Roadway Maintenance and Snow Removal dated July 29, 2005.
3. Written Task Orders placed against this Contract.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: Written Task Orders, Solicitation No. IFB060007, and lastly the Contractor's Bid Response. This Contract shall take precedence over all of the documents referenced above.

I.3 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in Solicitation No. IFB060007.

I.4 Contract Term

The Contract term shall be for one (1) year from Contract award date. The County shall have the option to renew the Contract for two (2) additional periods of one (1) year, contingent upon availability of funds for the purpose and the needs of the County.

I.5 Contract Amount

In return for the services identified herein this Contract, and subject to the "Termination for Non-Appropriation of Funds" clause, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with this Contract's Pricing Schedule.

I.6 Billing/Payments

The Contractor shall submit invoices listing the services performed and completed under this Contract. The invoice shall also cite the Purchase Order Number, Task Order Number, Contract Number, and Date Services Performed/Completed.

Contractor's invoices shall be forwarded to the Ordering Agency as shown on the Purchase Order. Invoices shall be accompanied by job tickets supporting the costs and signed by the Contractor and the Designee.

The County will make payment to the Contractor, net 30 days after receipt of an acceptable invoice and satisfactory completion of services requested. Final payment shall be contingent upon written confirmation by the Designee to the Contract Administrator that required services have been performed in accordance with the Task Order/Contract.

I.7 Provision of Services

General

The Contractor "Bull Run Landscaping" hereby agrees to provide on an as needed basis, as "Sole Contractor", the following services:

- Category I -Bull Run Mountain District Estates- Roadway Maintenance
- Category II -Bull Run Mountain District Estates- Snow Removal
- Category IV -Lake Jackson Service District- Snow Removal

As "Secondary Contractor", the following service:

- Category III - Lake Jackson Service District- Roadway Maintenance

Bull Run Landscaping understands and agrees that there is a Primary Contractor for Category III - Lake Jackson Service District-Roadway Maintenance.

I.7 (Continued)

Bull Run Landscaping understands and agrees that under County contracts secondary contractors are used in the event primary contractors cannot perform their contractual obligations.

The Contractor shall comply with all Federal, State, Local, VDOT, VOSHA, Laws and Regulations.

Services shall be accomplished in accordance with standard customary industry practices unless otherwise stated herein or otherwise directed by the County Designee Contract Administrator.

All tools and equipment used by the Contractor shall be properly operated and maintained in accordance with industry safety practices and equipment manufacturer's operating instructions. The Contractor and its employees shall follow all VOSHA regulations and safety precautions and guidelines.

The Contractor and its employees shall be trained and qualified to perform the work and to operate the equipment assigned to them under the performance of the awarded Contract. All equipment operators must be licensed to operate their assigned equipment. Equipment may be rented or owned by the Contractor.

Operators will respond to general supervision from the Bull Run Mountain Civic Association and/or the Lake Jackson Advisory Committee. The Contractor shall report to the District Designee at the start of operations and will be released by the District Designee after the satisfactory completion of the work.

The Contractor, its employees, and/or agents performing services under the Contract shall not manufacture, distribute, or have possession or use of alcohol or other drugs. A violation of this provision constitutes a breach of Contract and may result in default action in addition to any criminal penalties that may result from such conduct.

The Contractor shall use equipment suitable in type and size for the specified task orders performed.

The Contractor shall possess and maintain a dedicated facsimile machine in order for the County to be able to immediately transmit task order notifications to the Contractor.

Work Plan / Task Orders

Project Task Orders must not be used to change any provisions, terms, or conditions to the Contract.

The Contractor shall within one (1) working day acknowledge to the County Contract Administrator receipt of the County's notification that services are required.

I.7 (Continued)

The Contractor shall not perform any work until receipt of a fully executed task order signed by the District Designee, the Public Works Designee and the Contractor and if task order is estimated to exceed \$10,000, then prior approval by the County Purchasing Manager is required.

Any costs incurred prior to receipt of a fully signed Task Order will not be reimbursed by the County.

Road Maintenance - The Contractor shall provide a written work plan to carry out the task order to the District Designee within three (3) working days of meeting with the District Designee. The Contractor shall be on site for road maintenance commencement after an approved task order, within ten (10) working days for non-emergency road maintenance and within two (2) hours for emergency road maintenance.

Snow Removal - The County Contract Administrator or the applicable District Designee will provide the Contractor with a work plan for snow removal. The Contractor shall be on site for snow removal commencement within three (3) hours after notification from the applicable District Designee.

All Work Plans submitted by the Contractor shall include the following in accordance with the Contract items and rates.

1. A detailed description of services to be performed.
2. A detailed personnel list, Ex) 2-laborers w/o tools, etc.
3. A detailed equipment list.
4. Estimated labor hours per personnel.
5. Estimated hours for equipment with operator.
6. A list of County supplied materials needed.
7. Mobilization cost (if any).
8. Total estimated cost.

The Contractor shall submit the Work Plan for review and approval to the Bull Run Civic Association's District Designee or the Lake Jackson Service District Designee, whichever is applicable. Revisions to the plan may be required based upon the availability of funding.

Upon approval of the Work Plan between the Contractor and the District Designee, the County Designee Contract Administrator will within five (5) working days submit to the Contractor a fully executed Task Order signed by the Contractor, District Designee, and the County Contract Administrator.

The County will purchase the materials (gravel, salt, etc.) needed by the Contractor to perform the Task Order. No equipment or labor will be provided by the County. The Contractor shall notify the

District Designee no less than twenty-four (24) hours in advance of the date the work is to begin and shall specify material type and quantity needed.

I.7 (Continued)

At the election of the County, delivery of the materials to the Task Order site will be performed by either the County, the Contractor, or the material supplier. If the County requires the Contractor to deliver material, the Contractor shall be reimbursed using the applicable equipment rate listed in the awarded Contract. e.g., If a dump truck with operator was used, this rate would apply.

Unreasonable Cost Estimates

In the event the Contractor's Project Cost Estimates are determined by the County to be unreasonable, the County has the following options: 1st, to negotiate with the Contractor to reduce the labor hours/cost to arrive at a more reasonable cost, and 2nd, if negotiations have failed then the County has the option to solicit a firm fixed project cost from prospective vendors. If prospective vendor's firm fixed project cost offered to the County reflects a 10% or greater savings to the County, then the County may award the project to that Vendor at a firm fixed cost.

Job Tickets

The Contractor shall submit daily job tickets to the District Designee outlining the activities performed under the Task Order issued. Labor rates will be paid on the basis of actual time worked. Job tickets shall contain the following information in accordance with Contract items and rates.

1. A detailed description of services performed.
2. Equipment utilized (type, quantity, operating hours, cost)
3. Personnel utilized (type, labor hours, cost).
4. Related Services performed (personnel & tools)
5. Original delivery receipts from material suppliers.
6. Mobilization Cost, if any

The job ticket shall be certified by the Contractor as correct and accurate, and shall be co-signed by the District Designee. Job tickets shall be submitted with the Contractor's invoice and supporting documents of all costs contained therein.

The job ticket/invoice shall not exceed by greater than 10% the approved task order/work plan estimated cost. Any additional cost within the ten percent range must be described on the job ticket/ invoice and approved by the County Designee Contract Administrator before payment.

Mobilization of Trailered Equipment - The County will reimburse the Contractor for trailered mobilization cost as described herein. Any mobilization cost must be reflected on the estimated work plan. All direct & indirect expenses for trailered mobilization shall be included as one total cost per move reflected on the pricing schedule. Trailered mobilization is defined as: 1) delivery of trailered equipment to the

I.7 (Continued)

assigned job site, 2) relocating trailered equipment from one assigned job site to another assigned job site. The Contractor shall be responsible for the physical transporting of all necessary equipment to and from the maintenance sites.

Travel Time - Travel time cost is included in the hourly rates. Separate charges for travel time will not be allowed by the County. Charges will accrue beginning with commencement of work.

Technical Specifications for Roadway Maintenance

The following items are some examples of the roadway maintenance activities that may be encountered under this Contract. These examples are representative only, and are not to be construed to comprise all of the work to be performed under the Contract. The Contractor may be expected to provide related services.

- * Scarify, regrade or recrown with a motor grader and compact with a roller and water truck existing gravel surfaces on travelways.
- * Spread and compact new gravel over sections of the travelways where the existing surface has been eroded or rutted. Material will be provided by the County.
- * Regrade roadside ditches in selected areas to eliminate stormwater flow on the travelways.
- * Install stormwater culverts in selected areas to improve roadside drainage. Location, alignment, and materials will be provided by the County.
- * Trim vegetation which overhangs the travelway or obstructs the line-of-sight for traffic.
- * Flush drainage culverts to remove silt, gravel, debris and other materials that may obstruct normal water flow.
- * Provide pothole repairs to existing gravel roads.
(Tar & Chip and Asphalt Repair are not part of this Contract)

As roadway maintenance requirements become known, the Contractor will be contacted and requested to submit a work plan as defined in the General specifications. If the work plan is approved and funds appropriated by the District, a Task Order will be issued by the County Contract Administrator outlining the scope of work to be accomplished by the Contractor. Task Orders may involve a single assignment or a collection of multiple assignments which are similar in nature. The number, extent, and dollar level of the task orders will depend entirely upon roadway conditions and available funding.

Technical Specifications for Snow Removal

The assignment of snow plowing routes or areas will be determined by the District Designee depending on local weather conditions.

Upon arrival at Bull Run Mountain District or Lake Jackson District, the Contractor shall report to the District Designee, and shall subsequently report completion of each area to allow further tasking and mission prioritizing. Status reports should be made hourly or as agreed to between the Contractor and the District Designee.

Sanding/chemical spreading operations will be used during icing conditions or for light snow not suited to plowing. The sand and/or chemicals shall be provided by the County.

The following items are some examples of snow removal activities which may be encountered under the Contract and are not to be construed to represent all of the activities that may be required under the Contract:

- * Designated travelways will be cleared of all loose or unpacked precipitation and pushed beyond the ditchline where possible.
- * Chemical treatment of hardpack snow or ice will be as directed by the District Designee.
- * Road intersections will be cleared to allow free flow of traffic in all directions.
- * Driveway entrances shall remain passable at all times.
- * Drainage patterns will be established to promote meltwater runoff into existing drainage ways.

Snow removal operations may be required at any time, day or night, including holidays. The Contractor's snow removal equipment and personnel shall be available and able to receive calls twenty-four hours per day, seven days a week, including holidays.

Snow removal operations will be initiated by a phone call from the District Designee to the Contractor. The District Designee will inform the Contractor of the particular site where operations are to commence. Contractor shall be on site for snow removal within three (3) hours after notification from the District Designee.

The Contractor shall notify the District Designee when snow removal operations commence at the site and shall redeploy to other sites at the direction of the District Designee. The Contractor shall notify the applicable District Designee when snow removal operations are completed.

Miscellaneous Related Services

Related services may be requested during the performance of the Contract. Related services shall included but are not limited to removal of: trees, branches, shrubbery, and compacting trenches. These services may include laborers, field support personnel such as: flagmen, foreman, pipelayer, supervisory personnel, etc. Related services shall be requested by written task order following task order procedures.

Related services not listed on the Pricing Schedule may be performed by the Contractor only after an estimate is received from the Contractor and approved by the County Contract Designee. The Contractor shall be responsible for providing labor and equipment to perform these services.

In the event of unsatisfactory estimates, the County reserves the right to seek/obtain other estimates and procure services from other Contractors.

"Unreasonable Cost Estimates" Provision also applies herein.

Pricing Schedule

Unit prices include the equipment cost, operators, labor, fuel, travel, maintenance, insurance, and all direct and indirect costs. Exception - Mobilization of trailered equipment is priced separately.

Prompt Payment Discount Terms: Net 30 days

Category I: Bull Run Mountain - Roadway Maintenance
(Sole Contractor)

Equipment With Operator

(Cost per hour includes equipment and operator)

1. Motor Grader - Caterpillar 12G or equivalent.

Base Year	- Cost Per Hour -	\$117.50
Option Year I	- Cost Per Hour -	\$117.50
Option Year II	- Cost Per Hour -	\$120.00

2. Roller - Ten (10) tons or heavier.

Base Year	- Cost Per Hour -	\$ 80.00
Option Year I	- Cost Per Hour -	\$ 82.50
Option Year II	- Cost Per Hour -	\$ 85.00

3. Water Truck - Capacity no less than 1,000 gallons with a gravity feed spray bar.
(For water or calcium chloride application)

Base Year - Cost Per Hour - \$ 80.00
Option Year I - Cost Per Hour - \$ 82.50
Option Year II - Cost Per Hour - \$ 85.00

4. Dozer - Caterpillar D4 or equivalent.

Base Year - Cost Per Hour - \$ 85.00
Option Year I - Cost Per Hour - \$ 87.50
Option Year II - Cost Per Hour - \$ 90.00

5. Crawler Loader - Caterpillar 953 or equivalent

Base Year - Cost Per Hour - \$ 95.00
Option Year I - Cost Per Hour - \$ 97.50
Option Year II - Cost Per Hour - \$100.00

6. Rubber Tire Backhoe/Loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 77.50
Option Year I - Cost Per Hour - \$ 80.00
Option Year II - Cost Per Hour - \$ 82.50

7. Skidsteer Loader - Case 1840 or equivalent.

Base Year - Cost Per Hour - \$ 60.00
Option Year I - Cost Per Hour - \$ 62.50
Option Year II - Cost Per Hour - \$ 65.00

8. Dump Truck - Single axle, no less than 10 cubic yard capacity, 25,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$ 55.00
Option Year I - Cost Per Hour - \$ 60.00
Option Year II - Cost Per Hour - \$ 62.50

9. Dump Truck - Tandem axle, no less than 15 cubic yard capacity, 50,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$ 70.00
Option Year I - Cost Per Hour - \$ 72.50
Option Year II - Cost Per Hour - \$ 75.00

- Miscellaneous Related Services

10. Laborer Without Tools

Base Year - Cost Per Hour - \$ 27.50
Option Year I - Cost Per Hour - \$ 30.00
Option Year II - Cost Per Hour - \$ 32.50

11. Laborer With Non-Powered Tools

Base Year - Cost Per Hour - \$ 32.50
Option Year I - Cost Per Hour - \$ 35.00
Option Year II - Cost Per Hour - \$ 37.50

12. Laborer With Powered Tools

Base Year - Cost Per Hour - \$ 42.50
Option Year I - Cost Per Hour - \$ 45.00
Option Year II - Cost Per Hour - \$ 47.50

13. Flagman

Base Year - Cost Per Hour - \$ 25.00
Option Year I - Cost Per Hour - \$ 27.50
Option Year II - Cost Per Hour - \$ 30.00

14. Pipelayer

Base Year - Cost Per Hour - \$ 35.00
Option Year I - Cost Per Hour - \$ 37.50
Option Year II - Cost Per Hour - \$ 40.00

15. Foreman

Base Year - Cost Per Hour - \$ 37.50
Option Year I - Cost Per Hour - \$ 40.00
Option Year II - Cost Per Hour - \$ 42.50

16. Supervisor - Working

Base Year - Cost Per Hour - \$ 47.50
Option Year I - Cost Per Hour - \$ 50.00
Option Year II - Cost Per Hour - \$ 52.50

17. Supervisor - Non-Working

Base Year - Cost Per Hour - \$ 42.50
 Option Year I - Cost Per Hour - \$ 45.00
 Option Year II - Cost Per Hour - \$ 47.50

18. Mobilization of Trailered Equipment

Base Year - Cost Per Move - \$200.00
 Option Year I - Cost Per Move \$225.00
 Option Year II - Cost Per Move \$250.00

Category II: Bull Run Mountain - Snow Removal
 (Sole Contractor)

Equipment With Operator

(Cost per hour includes equipment and operator)

1. 4x4 Pickup Truck - 3/4 ton minimum with 6 foot or wider power blade and sand/chemical spreader.

Base Year - Cost Per Hour - \$ 95.00
 Option Year I - Cost Per Hour - \$ 97.50
 Option Year II - Cost Per Hour - \$100.00

2. Dump Truck - Single axle with full sized hydraulic spreader and 7.5 foot or wider power blade.

Base Year - Cost Per Hour - \$105.00
 Option Year I - Cost Per Hour - \$107.50
 Option Year II - Cost Per Hour - \$110.00

3. Rubber tired loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 85.00
 Option Year I - Cost Per Hour - \$ 87.50
 Option Year II - Cost Per Hour - \$ 90.00

4. Tractor with straight blade - John Deere 401B or equivalent.

Base Year - Cost Per Hour - \$ 50.00
 Option Year I - Cost Per Hour - \$ 52.50
 Option Year II - Cost Per Hour - \$ 55.00

Category III: Lake Jackson - Roadway Maintenance
(Secondary Contractor)

Equipment With Operator
(Cost per hour includes equipment and operator)

1. Motor Grader - Caterpillar 12G or equivalent.

Base Year - Cost Per Hour - \$120.00
Option Year I - Cost Per Hour - \$122.50
Option Year II - Cost Per Hour - \$125.00

2. Roller - Ten (10) tons or heavier.

Base Year - Cost Per Hour - \$ 80.00
Option Year I - Cost Per Hour - \$ 82.50

Option Year II - Cost Per Hour - \$ 85.00

3. Water Truck - Capacity no less than 1,000 gallons
with a gravity feed spray bar.
(For water or calcium chloride application)

Base Year - Cost Per Hour - \$ 80.00
Option Year I - Cost Per Hour - \$ 82.50
Option Year II - Cost Per Hour - \$ 85.00

4. Dozer - Caterpillar D4 or equivalent.

Base Year - Cost Per Hour - \$ 85.00
Option Year I - Cost Per Hour - \$ 87.50
Option Year II - Cost Per Hour - \$ 90.00

5. Crawler Loader - Caterpillar 953 or equivalent

Base Year - Cost Per Hour - \$ 95.00
Option Year I - Cost Per Hour - \$ 97.50
Option Year II - Cost Per Hour - \$100.00

6. Rubber Tire Backhoe/Loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 77.50
Option Year I - Cost Per Hour - \$ 80.00
Option Year II - Cost Per Hour - \$ 82.50

7. Skidsteer Loader - Case 1840 or equivalent.

Base Year - Cost Per Hour - \$ 60.00
Option Year I - Cost Per Hour - \$ 62.50
Option Year II - Cost Per Hour - \$ 65.00

8. Dump Truck - Single axle, no less than 10 cubic yard capacity, 25,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$ 55.00
Option Year I - Cost Per Hour - \$ 60.00
Option Year II - Cost Per Hour - \$ 62.50

9. Dump Truck - Tandem axle, no less than 15 cubic yard capacity, 50,000 Gross Vehicular Weight, or equivalent.

Base Year - Cost Per Hour - \$ 70.00
Option Year I - Cost Per Hour - \$ 72.50
Option Year II - Cost Per Hour - \$ 75.00

- Miscellaneous Related Services

10. Laborer Without Tools

Base Year - Cost Per Hour - \$ 27.50
Option Year I - Cost Per Hour - \$ 30.00
Option Year II - Cost Per Hour - \$ 32.50

11. Laborer With Non-Powered Tools

Base Year - Cost Per Hour - \$ 32.50
Option Year I - Cost Per Hour - \$ 35.00
Option Year II - Cost Per Hour - \$ 37.50

12. Laborer With Powered Tools

Base Year - Cost Per Hour - \$ 42.50
Option Year I - Cost Per Hour - \$ 45.00
Option Year II - Cost Per Hour - \$ 47.50

13. Flagman

Base Year - Cost Per Hour - \$ 25.00
Option Year I - Cost Per Hour - \$ 27.50
Option Year II - Cost Per Hour - \$ 30.00

14. Pipelayer

Base Year - Cost Per Hour - \$ 35.00
Option Year I - Cost Per Hour - \$ 37.50
Option Year II - Cost Per Hour - \$ 40.00

15. Foreman

Base Year - Cost Per Hour - \$ 37.50
Option Year I - Cost Per Hour - \$ 40.00

Option Year II - Cost Per Hour - \$ 42.50

16. Supervisor - Working

Base Year - Cost Per Hour - \$ 47.50
Option Year I - Cost Per Hour - \$ 50.00
Option Year II - Cost Per Hour - \$ 52.50

17. Supervisor - Non-Working

Base Year - Cost Per Hour - \$ 42.50
Option Year I - Cost Per Hour - \$ 45.00
Option Year II - Cost Per Hour - \$ 47.50

18. Mobilization of Trailered Equipment

Base Year - Cost Per Move - \$225.00
Option Year I - Cost Per Move \$250.00
Option Year II - Cost Per Move \$275.00

Category IV: Lake Jackson - Snow Removal
(Sole Contractor)

Equipment With Operator

(Cost per hour includes equipment and operator)

1. 4x4 Pickup Truck - 3/4 ton minimum with 6 foot or wider power blade and sand/chemical spreader.

Base Year - Cost Per Hour - \$ 95.00
 Option Year I - Cost Per Hour - \$ 97.50
 Option Year II - Cost Per Hour - \$100.00

2. Dump Truck - Single axle with full sized hydraulic spreader and 7.5 foot or wider power blade.

Base Year - Cost Per Hour - \$105.00
 Option Year I - Cost Per Hour - \$107.50
 Option Year II - Cost Per Hour - \$110.00

3. Rubber tired loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 85.00
 Option Year I - Cost Per Hour - \$ 87.50
 Option Year II - Cost Per Hour - \$ 90.00

4. Tractor with straight blade - John Deere 401B or equivalent.

Base Year - Cost Per Hour - \$ 50.00
 Option Year I - Cost Per Hour - \$ 52.50
 Option Year II - Cost Per Hour - \$ 55.00

I.8 Inspection and Acceptance

All work shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have two (2) days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

I.9 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and

I.9 (Continued)

volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with Work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts
Over \$10,000

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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal

II.3 (Continued)

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 placed 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 a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor
for Contracts over \$10,000.00

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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a 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 this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the

II.5 (Continued)

occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event, shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

II.6 (Continued)

- a. Cost of work performed or supplies delivered;
 - b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
 - c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.

II.9 (Continued)

- a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
 3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
 4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration,

II.10 (Continued)

litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

II.13 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

II.14 Extension of Contract To Other Jurisdictions

The Contractor may extend services to the following jurisdictions, to permit ordering of services in accordance with this Contract. The Contractor will deal directly with each jurisdiction concerning placement of orders, discrepancies, invoicing, and payments. Prince William County acts only as the contracting agent.

Alexandria, Virginia
Alexandria Public Schools
Alexandria Sanitation
Arlington County, Virginia
Arlington Public Schools
Northern Virginia Community College
Northern Virginia Planning District
Ornage County Public Schools
Culpeper County Public Schools
Fairfax County, Virginia
City of Fairfax, Virginia
Fairfax County Water Authority
Prince William County Public Schools
Prince William Park Authority
Prince William County Service Authority
Rappahannock County Public Schools
Falls Church City Public
Falls Church, Virginia
Shenandoah County Public Schools
Stafford County Public Schools
Fauquier County Schools
Virgina Railway Express

II.14 (Continued)

Herndon, Virginia
 Loudoun County Public Schools
 Loudoun County, Virginia
 Loudoun County Sanitation
 Madison County Public Schools
 Manassas, Virginia
 Manassas City Public Schools
 Manassas Park Public Schools

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Bull Run Landscaping

 County Representative

 Contractor Representative

 Title

 Title

ATTEST:

 Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____