



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: 7064BA4

SUBJECT: Concrete Pipe, Various Types and Sizes

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:

Hanson Pipe & Precast
7816 Bethlehem Road
Manassas, Virginia 20109
703-361-4193

This Contract is entered into this 1st day of February, 2007, 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, Construction Services Division.

"Contract Administrator" assigned to administer this Contract for the County is Mr. Al Roltsch, Construction Services Branch Chief.

"Contractor" shall mean:

Hanson Pipe & Precast
7816 Bethlehem Road
Manassas, Virginia 20109
703-361-4193

whose authorized representative is Mr. William R. Partin, Sales Manager, 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 January 11, 2007.
2. County's Solicitation number IFB070016 entitled Concrete Pipe, Various Types and Sizes and dated December 19, 2006.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: Solicitation No. IFB070016. This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

The Contract period shall be for one (1) year effective on the Contract award date. The County shall have the option to renew the Contract for four (4) additional one (1) year periods, contingent upon availability of funds for the purpose and the needs of the County.

The Contract shall automatically terminate unless renewed by the County before the Contract expiration date. Agreement to renew the Contract

I.3 (Continued)

shall not be final until the Contractor has signed a Contract Renewal Modification.

I.4 Provision of Goods

The Contractor "Hanson Pipe & Precast" hereby agrees to provide Concrete Pipe, Various Types and Sizes as described in Attachment A and B of this Contract, to be used at various job sites throughout Prince William County. Concrete Pipe will be ordered on an as needed basis only. No quantities are guaranteed.

All pipe shall meet current VDOT Standards. VDOT Bridge Standards shall also be met for Bridge applications.

I.5 Method of Ordering/Funds Obligated

A Blanket Purchase Order shall be issued to the Contractor by the County to order goods and to obligate funds to pay for goods provided under the Contract. Individual Purchase Orders may also be placed against the Contract.

I.6 Delivery

Goods shall be delivered to various job sites as directed by the County Contract Administrator throughout Prince William County.

Delivery is required within thirty (30) calendar days after receipt of Purchase Order from the County. Other reasonable delivery periods may be considered by the County based on the complexity of the job.

Shipments shall be F.O.B. destination unless otherwise noted in the Schedule of Prices. No C.O.D. shipment will be accepted. Delivery shall arrive between the hours of 8:00 A.M. and 12:00 P.M. Monday through Friday, less County holidays, unless otherwise agreed upon by the County. Delivery shall be made to the delivery address as indicated on the Purchase Order.

Delivery shall be accompanied by a delivery ticket and shall contain the following information:

Name of Contractor
County Contract Number
County Purchase Order Number
Goods Delivered/Back Ordered
Delivery Date

Off-loading and stacking will be performed by the County.

Contact Mr. Al Roltsch at 703-792-6865 to schedule deliveries unless otherwise directed by the County.

I.7 Inspection and Acceptance

All goods (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

In case any goods or lots of goods are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such goods which are required to be removed or promptly to replace or correct such goods, the County either 1) may by Contract or otherwise replace or correct such goods and charge to the Contractor the cost occasioned the County thereby; or 2) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default". Unless the Contractor corrects or replaces such goods within the delivery schedule, the Purchasing Manager may require the delivery of such goods at a reduction in price which is equitable under the circumstances.

I.8 Invoicing/Payments

Invoices shall be forwarded to the ordering agency as shown on the Purchase Order. The County will make net payment within 30 days after receipt of an acceptable invoice and satisfactory delivery, inspection, and acceptance of the goods ordered.

I.9 Warranty

The Contractor warrants that: (1) the goods provided to the County Government are fit and sufficient for the purpose intended; (2) the goods are of good quality and free from defects, whether patent or latent, in material or workmanship; (3) the goods provided to the County conform to the standards specified in this Contract.

Manufacturer's standard warranty for such goods, or better, shall also apply.

Goods provided to the County are subject to inspection and testing by the County before payment is made.

I.10 Hazardous Products

Where applicable, the Contractor shall comply with all of the requirements of the Virginia Occupational Safety and Health Administration Hazard Communication Standard (1910.1200). Specifically, the Contractor or suppliers shall ensure that all products purchased by Prince William County are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as "hazardous" by the Virginia Occupational Safety and Health Administration.

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 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,

II.8 (Continued)

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, litigation or claims shall have been finally disposed of.

II.9 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.10 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.
 - 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

II.10 (Continued)

lower-tier subcontractor.

II.11 Liability for Loss or Damage

The Contractor shall be liable for any loss of, or damage to, County property caused by the negligence, wanton or willful misconduct of the Contractor, his agents, servants and employees, and shall indemnify and save the County harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to, or death of, any person, or damage to property other than County property, resulting from the performance of the Contract. The Contractor shall submit to the Purchasing Manager within 24 hours following the occurrence of such damage, loss or injury, a full written report.

II.12 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.13 Governing Law

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

II.14 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.15 Rider Clause

The Contractor may extend this Contract to designated Government Agencies identified on the Rider Clause Form provided in this Contract. All Contract terms, provisions, and pricing shall apply to all Agencies utilizing the Contract.

The Contractor has the option to also extend the Contract to other Government Agencies that are not identified in this Contract but may be identified after Contract award, if mutually agreed to in writing, and the Agency name is added to the Rider Clause Form in the Contract by Contract Modification.

Other Government Agencies utilizing the Contract will place their own Purchase Order(s) directly with the Contractor. There shall be no obligation on the part of any other Government Agency to utilize this Contract awarded by Prince William County Government.

It is the Contractor's responsibility to notify other Government Agencies of the Contract availability.

RIDER CLAUSE FORM
(Authorized Riders)

YES	NO	JURISDICTIONS	YES	NO	JURISDICTIONS
___	___	Alexandria, Virginia	___	___	Maryland National Capital Park & Planning Commission
<u>X</u>	___	Alexandria Public Schools	<u>X</u>	___	Metropolitan Washington Airports Authority
___	___	Alexandria Sanitation	___	___	Metropolitan Washington Council of Governments
<u>X</u>	___	Arlington County, Virginia	<u>X</u>	___	Montgomery Community College
<u>X</u>	___	Arlington Public Schools	<u>X</u>	___	Montgomery County, Maryland
<u>X</u>	___	Bowie, Maryland	<u>X</u>	___	Montgomery County Public Schools
<u>X</u>	___	Charles County, Maryland	<u>X</u>	___	Northern Virginia Community College
<u>X</u>	___	Chevy Chase Village, Maryland	<u>X</u>	___	Northern Virginia Planning District
<u>X</u>	___	Clark County Administrative Services	___	___	Orange County Public Schools
<u>X</u>	___	College Park, Maryland	<u>X</u>	___	Prince George's Co.
<u>X</u>	___	Culpeper County Public Schools	<u>X</u>	___	Prince George's Co. Public Schools
			<u>X</u>	___	Prince William County Local Government

II.15 (Continued)

<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Park Authority
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, VA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fairfax, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rappahannock County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shenandoah County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County Government
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County Public
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick City, MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County, MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Town of Vienna, Virginia
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Frederick County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Local Government			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Madison County Public Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas VA City Public Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas Park VA Public Schools			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Manassas VA Local Government			

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Hanson Pipe & Precast

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____

**ATTACHMENT A
SPECIFICATIONS**

Supply and deliver Concrete Pipe, Various Types and Sizes, to be used at various job sites throughout Prince William County. Concrete Pipe will be ordered on an as needed basis only. No quantities are guaranteed.

All pipe shall meet current VDOT Standards. VDOT Bridge Standards shall also be met for bridge applications.

Minimal specification variations on goods offered may be considered equal to County specifications if the variations have no adverse effect on the goods, or to the County, or for the purpose intended, as determined solely by the County.

If the County requires concrete pipe of a type or size not included in this Contract but is determined necessary to complete a particular job and the pipe cost under \$1,000, the County may then negotiate with the Contractor to reach a fair and reasonable price, as allowed by the Prince William County Purchasing Regulations.

**ATTACHMENT B
SCHEDULE OF PRICES**

1. REINFORCED CONCRETE PIPE
ASTM C76-61 III

SIZE X LENGTH PRICE PER 8' SECTION
MINIMUM 20 TONS

a.	12" X 8'	\$ 92.48/8' Section
b.	15" X 8'	\$105.60/8' Section
c.	18" X 8'	\$138.24/8' Section
d.	21" X 8'	\$173.44/8' Section
e.	24" X 8'	\$213.76/8' Section
f.	27" X 8'	\$274.88/8' Section
g.	30" X 8'	\$317.44/8' Section
h.	33" X 8'	\$422.72/8' Section
i.	36" X 8'	\$437.76/8' Section
j.	42" X 8'	\$574.40/8' Section
k.	48" X 8'	\$720.32/8' Section

2. REINFORCED CONCRETE PIPE
ASTM C76-61 IV

SIZE X LENGTH PRICE PER 8' SECTION
MINIMUM 20 TONS

a.	12" X 8'	\$ 92.48/8' Section
b.	15" X 8'	\$113.92/8' Section
c.	18" X 8'	\$152.00/8' Section
d.	21" X 8'	\$197.76/8' Section
e.	24" X 8'	\$242.24/8' Section
f.	27" X 8'	\$309.76/8' Section
g.	30" X 8'	\$369.92/8' Section
h.	33" X 8'	\$476.16/8' Section
i.	36" X 8'	\$506.88/8' Section
j.	42" X 8'	\$682.56/8' Section
k.	48" X 8'	\$824.96/8' Section

3. REINFORCED CONCRETE PIPE
ASTM C76-61 V

SIZE X LENGTH	PRICE PER 8' SECTION MINIMUM 20 TONS
a. 12" X 8'	\$ 92.48/8' Section
b. 15" X 8'	\$123.20/8' Section
c. 18" X 8'	\$167.04/8' Section
d. 21" X 8'	\$212.48/8' Section
e. 24" X 8'	\$271.04/8' Section
f. 27" X 8'	\$418.56/8' Section
g. 30" X 8'	\$447.68/8' Section
h. 33" X 8'	\$572.48/8' Section
i. 36" X 8'	\$617.28/8' Section
j. 42" X 8'	\$820.16/8' Section
k. 48" X 8'	\$984.32/8' Section

4. HORIZONTAL ELLIPTICAL PIPE
TONGUE & GROOVE
ASTM - C 507 IV

SIZE X LENGTH	PRICE PER 8' SECTION
a. 14" X 23" X 8'	\$ 360.72/8' Section
b. 19" X 30" X 8'	\$ 466.80/8' Section
c. 22" X 34" X 8'	\$ 554.24/8' Section
d. 24" X 38" X 8'	\$ 617.12/8' Section
e. 27" X 42" X 8'	\$ 700.08/8' Section
f. 29" X 45" X 8'	\$ 872.08/8' Section
g. 32" X 49" X 8'	\$1,094.80/8' Section
h. 34" X 53" X 8'	\$1,131.84/8' Section
i. 38" X 60" X 8'	\$1,396.08/8' Section
j. 43" X 68" X 8'	\$1,706.16/8' Section
k. 48" X 76" X 8'	\$2,086.96/8' Section
l. 53" X 83" X 8'	\$2,464.32/8' Section
m. 58" X 91" X 8'	\$2,908.00/8' Section

5. DELIVERY CHARGES

- Over twenty (20) tons = no delivery charge
- Under twenty (20) tons = \$250.00 per delivery

6. CONTRACT RENEWAL OPTION YEARS**Option Year I**

There is a 5% increase on all items from the Base Year for Option Year I.

Option Year II

There is a 5% increase on all items from Option Year I for Option Year II.

Option Year III

There is a 5% increase on all items from Option Year II for Option Year III.

Option Year IV

There is a 5% increase on all items from Option Year III for Option Year IV.

7. PROMPT PAYMENT DISCOUNT TERMS

2%20 Days, Net 30