



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: 7061BA4

SUBJECT: Construction Services, Miscellaneous

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:

Site Works, Inc.
11116 Industrial Road
Manassas, Virginia 20109
703-335-2571

This Contract is entered into this 6th 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

TABLE OF CONTENTS

PAGE

SECTION I	2
SPECIAL PROVISIONS	
I.1 Definitions	2
I.2 Period of Contract	2
I.3 Performance Bond and Labor & Payment Bond	2
I.4 Provision of Services	3
I.5 Task Orders	4
I.6 Delivery of Services	4
I.7 Facsimile	4
I.8 Billings	5
I.9 Incorporation of Documents	5
I.10 Contract Amount	5
I.11 Method of Payment	5
I.12 Time of the Essence and Completion	6
I.13 Inspection and Acceptance	6
I.14 Insurance	6
I.15 Hold Harmless	6
SECTION II	7
GENERAL PROVISIONS	
II.1 Assignability of Contract	7
II.2 Modifications or Changes to the Contract	7
II.3 Employment Discrimination for Contracts	7
Over \$10,000	
II.4 Drug-free Workplace to be Maintained by Contractor	8
for Contracts over \$10,000.00	
II.5 Claims/Disputes	8
II.6 Termination for Convenience of the County	10
II.7 Termination for Default	11
II.8 Termination for Non-Appropriation of Funds	11
II.9 Payments to Subcontractors	11
II.10 Examination of Records	12
II.11 Ethics in Public Contracting	13
II.12 Governing Law	13
II.13 Integration	13
II.14 Rider Clause	13
ATTACHMENT A	1
SPECIFICATIONS	
ATTACHMENT B	1
SCHEDULE OF PRICES	

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:

Site Works, Inc.
11116 Industrial Road
Manassas, Virginia 20109
703-335-2571

whose authorized representative is Mr. Bill Walter, President, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Period of Contract

The Contract term shall be for one (1) year from 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.

I.3 Performance Bond and Labor & Payment Bond

The Contractor shall provide Bonds, either Performance and Labor & Payment Bond, Certified Check, or Bank Draft, payable to Director of Finance, Prince William County, each in an amount of \$100,000 that will cover all Task Orders issued against this Contract with a value under \$100,000 per each Task Order.

The Contractor will be required to extend the coverage to Task Orders which exceed \$100,000 and raise the amount of the Bonds to equal the Task Order amount, or the Contractor may provide individual Bonds to cover Task Orders which exceed \$100,000.

Bonds shall be properly issued and executed by a Surety licensed in the State of Virginia and acceptable to the County. Cost of bonds shall be

I.3 (Continued)

included in the bid price. The Performance Bond shall remain in affect for one (1) year after Contract expiration date and final acceptance of services performed. The County reserves the right to reduce down the appropriate level as may be deemed necessary.

The Contractor shall deliver the bonds required before performance begins under this Contract to the County within ten (10) calendar days after Contract award. Additional Bonds or Modification of Bonds that may be required shall be provided within ten (10) calendar days after request from the County.

Performance Bond and Labor & Payment Bond Forms furnished in the Solicitation shall be used by the Surety Company.

The Contractor shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

I.4 Provision of Services

The Contractor "Site Works, Inc." hereby agrees to provide as "Primary Contractor" Miscellaneous Construction Services to Prince William County Government on an as needed basis. All areas of Prince William County are covered under this Contract, except for the Lake Jackson Service District and the Bull Run Mountain Service District.

"Site Works, Inc." understands and agrees the County intends to award a Secondary Contract for Miscellaneous Construction Services for Prince William County Government, pending approval by the Board of County Supervisors.

In the event the Primary Contractor "Site Works, Inc." cannot perform its contractual obligations in accordance with this Contract, the Secondary Contractor will be utilized by the County if a Secondary Contract is awarded by the County.

It is understood and agreed, however, that the availability of a Secondary Contractor will not excuse "Site Works, Inc." from performance of its contractual obligations hereunder.

Services shall be performed in accordance with Attachment A, Specifications. The cost for these services shall be in accordance with Attachment B, Schedule of Prices.

Schedule of Prices - Item Number 23, is awarded herein as a Back-up award only. This item is currently awarded under another County Contract.

I.5 Task Orders

Task Orders shall be issued to the Contractor on an as needed basis. The Contractor shall acknowledge the receipt of each Task Order by returning to the Contract Administrator a signed copy of the Task Order within five (5) calendar days of receipt. The Task Order shall include a detailed scope of work corresponding with the Contract line items listed in the schedule of prices, estimated labor hours where applicable, schedule of deliverables (materials and quantities thereof), rates shall be in accordance with the Contract schedule of prices, and start/completion dates shall be specified. The County shall sign the Task Order indicating Task Order approval before any work begins. Task Orders issued shall be "Not to Exceed Amounts". The Contractor shall not exceed the Task Order cost nor change the requirements specified in the Task Order without prior written approval from the County.

The County's signed/approved Task Order will act as the Contractor's Notice to Proceed.

Task Orders shall not allow for any change to the terms and conditions of the Contract. Where any language in the Task Order may suggest a change to the terms or conditions, the Contractor shall immediately notify the County's Contract Administrator.

Individual Task Orders exceeding \$100,000.00 will require prior approval from the County Purchasing Manager.

I.6 Delivery of Services

Unless otherwise agreed upon, the Contractor shall begin work within twenty-four (24) hours after a Task Order has been approved by the County or within twenty-four (24) hours after "Miss Utility" has finished marking the lines on jobs which require "Miss Utility". The Contractor is required to contact "Miss Utility" immediately after a Task Order is approved. The Contractor shall have all the necessary labor, equipment, and materials on site within the twenty-four hour time period unless otherwise agreed upon.

Unless otherwise agreed upon, the Contractor is required to complete routine tasks within forty-eight (48) hours after work has begun. Additional completion time may be allowed at the discretion of the County Contract Administrator based on the complexity of the task.

I.7 Facsimile

The Contractor shall possess and maintain a dedicated facsimile machine in order for the County to be able to immediately transmit Task Orders to the Contractor. Facsimiles shall be checked regularly throughout the day.

I.8 Billings

Contractor's invoices shall be forwarded to the Ordering Agency as shown on the Purchase Order.

A daily ticket will be prepared by the Contractor listing the hours worked by all personnel and the equipment used on the job. The ticket will also list quantities of materials installed and have attached receipts or delivery tickets for materials that cannot be easily measured in the field. Example: Stone and asphalt would require delivery tickets, silt fence or safety fence can be easily measured in the field. Each daily ticket shall be signed by a representative of the procuring agency. Copies of these signed tickets shall be attached to all invoices submitted for payment.

I.9 Incorporation of Documents

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

1. Contractor's Bid Response dated December 12, 2006.
2. County's Solicitation number IFB070013 entitled Construction Services, Miscellaneous and dated November 21, 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. IFB070013. This Contract shall take precedence over all the documents referenced above.

I.10 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with such formula for payments as set forth in Attachment B.

I.11 Method of Payment

The Contractor shall submit invoices listing the services provided as outlined in the Schedule of Prices. The invoice shall cite the Contract Number, Purchase Order Number, Date Services Provided, and/or Delivery Date of Goods.

The County shall make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of services provided as set forth in the Contract and Task Orders.

I.12 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.13 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 five (5) days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

I.14 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in Solicitation Number IFB070013.

I.15 Hold Harmless

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

The Contractor has the option to also extend this 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 this Contract by Contract Modification.

Other Government Agencies utilizing this 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Maryland National Capital Park & Planning Commission
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery Community College
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	Chevy Chase Village, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Planning District
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clark County Administrative Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Orange County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Co.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culpeper County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Co. Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Local Government
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Park Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County, VA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City of Fairfax, Virginia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rappahannock County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church City	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Falls Church, County	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shenandoah County Public Schools
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stafford County Government
<input type="checkbox"/>	<input type="checkbox"/>	Frederick City, MD	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County Public
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Town of Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary

Commission

- ___ Herndon, Virginia
- ___ Loudoun County Public Schools
- ___ Loudoun County Local Government
- ___ Loudoun County Sanitation Authority
- ___ Madison County Public Schools
- ___ Manassas VA City Public Schools
- ___ Manassas Park VA Public Schools
- ___ Manassas VA Local Government

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Site Works, Inc.

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____

**ATTACHMENT A
SPECIFICATIONS**

The Contractor shall provide Miscellaneous Construction Services to Prince William County Government on an as needed basis. All areas of Prince William County are covered under this Contract, except for the Lake Jackson Service District and the Bull Run Mountain Service District.

Work will consist mainly of minor drainage system, property and roadway repairs and related services. The Contractor will also perform work to secure or dismantle blighted properties. The purpose of this Contract is to provide crews to supplement County maintenance crews in completing tasks in a timely manner, to assist County crews during times of peak demand, and to perform various tasks necessary to ensure public safety and welfare. The Contractor will provide skilled laborers with tools and equipment with operators in compliance with the Specifications and Schedule of Prices.

A) Unit prices in the Schedule of Prices include the cost of the following "*" items.

- * A skilled laborer to operate all equipment and tools listed. The cost of this labor is to be included in the hourly rate for the equipment or tools.
- * All delivery, pickup, and transportation charges associated with personnel, material, or equipment must be included in the unit price, unless otherwise listed as a separate line item for a specific piece of equipment.
- * All labor, equipment and hardware necessary to install material listed in a line item.
- * Periodic supervision by a qualified supervisor.
- * Purchase and payment for all materials listed.
- * All fuel, oil and tools necessary to operate, adjust or sharpen tools or equipment listed.
- * All tire repairs to trucks or equipment.
- * Transportation for personnel to and from job site and while on job site.
- * Additional items listed below each line item.
- * Power supply for all electric tools.

B) In cases where "Miss Utility" needs to be notified the Contractor is responsible for all notification. "Miss Utility" tickets shall be applied for in the Contractor's name.

C) All personnel shall be (18) eighteen years old, legally able to work in the United States, and must be capable of working under periodic supervision.

D) A qualified supervisor shall be defined as a person who has a high school diploma and can communicate clearly with home owners and County personnel, has at least 10 years experience performing or supervising the type of work being done, can interpret construction plans, check and set grade elevations and has a thorough knowledge of equipment operation and safety regulations.

E) The County reserves the right to immediately reject any personnel, without notice, provided by the Contractor who do not meet the minimum skills and knowledge required.

F) The County will pay only for actual hours worked by personnel or equipment. Time will begin when personnel or equipment reaches the job site and begins work. Time will stop when work is completed or when equipment/personnel leave the job site. The County shall pay no travel time or other expense.

G) The Contractor shall be responsible for all withholdings, health and other benefits, workers compensation payments and benefits, overhead and all payroll costs and contributions. The Contractor shall also ensure compliance with all applicable safety and regulatory requirements.

H) The Contractor shall be required to show proof of workers compensation for all employees assigned under this Contract. The statutory requirements of the Commonwealth of Virginia shall apply. The Contractor shall maintain all required Insurance and Bonds throughout the duration of the Contract period.

I) The County shall pay no overtime unless prior written approval is obtained. In the event overtime is approved it will be paid for the cost of personnel only, not for equipment or tools. In those instances where a laborer's regular pay rate is included in the hourly rate for equipment or tools and he is being provided as an operator, only the excess overtime pay for the operator will be added to the hourly cost of the equipment or tool.

**ATTACHMENT B
SCHEDULE OF PRICES**

BASE YEAR

Unit prices include the cost of all the items listed under Item "A" in the Specifications.

1. Skilled Laborer with Hand Tools

Tools include shovels, posthole diggers, digging bar, safety vest, hard hat, sledge hammer, wheel barrow, rakes, brooms, hammer, screwdrivers, wrenches, handsaw, hydraulic jack, etc. Minimum 4 hour rental.

\$20.00 Per Hour

2. Skid Steer Loader for Grading and Excavation

Skid Steer with smooth and toothed bucket
Bobcat 743 or equivalent. Minimum 4 hour rental.

\$35.00 Per Hour

3. Skid Steer Loader with Power Broom

Bobcat 743 or equivalent. Minimum 4 hour rental.

\$35.00 Per Hour

4. Skid steer Loader for Snow Removal

Bobcat 743 or equivalent. Minimum 4 hour rental.

County Lots Excluded.

\$35.00 Per Hour

5. Small Track Excavator

Bobcat 325 Mini Excavator or equivalent.

Minimum 4 hour rental.

\$35.00 Per Hour

6. 4 Wheel Drive Tractor for Fine Grading and/or mowing

Include following implements:

Bushhog, yorkrake, Box Scraper, soil pulverizer

Minimum 4 hour rental.

\$35.00 Per Hour

- 7. 1 Ton Flatbed with Dumped or 1 Ton Dump Truck**
Ford F-350 or equivalent.
Truck is only to be invoiced when used
to haul dirt/Loose material on job.
Cost not to be invoiced when used to deliver
equipment, material or personnel to job.
Minimum 4 hour rental.
\$30.00 Per Hour
- 8. Air compressor and Jackhammer**
Includes hose and bits.
Minimum 4 hour rental.
\$20.00 Per Hour
- 9. Flush Truck - 4000 Gal Minimum**
Include water
Must be capable for power washing
roadway and have separate hose for watering
landscaping. Minimum 2 hour rental.
\$65.00 Per Hour
- 10A. Loader with 4 in 1 bucket**
Caterpillar 953 or equivalent
Delivery & pick-up not included.
Minimum 8 hour rental.
\$90.00 Per Hour
- 10B. Delivery and Pick-up charge for Loader
within Prince William County.**
- | | |
|--------------------|----------|
| Price Per Delivery | \$250.00 |
| Price Per Pick-up | \$250.00 |
- 11. Welder and Truck, 234 Lincoln or equivalent**
Include rods and equipment.
Minimum 4 hour rental.
\$45.00 Per Hour

12A. Track Dozer

Caterpillar D-3 or equivalent.
Delivery & pick-up not included.
Minimum 8 hour rental.
\$80.00 Per Hour

12B. Delivery and pick-up charge for Track Dozer within Prince William County.

Price Per Delivery \$250.00
Price Per Pick-up \$250.00

13A. Rubber tire 4 Wheel Drive Loader/Backhoe

Case 580 L or equivalent.
Delivery & Pick-up not included.
Minimum 8 hour rental.
\$70.00 Per Hour

13B. Delivery and pick-up Charge for Loader/Backhoe within Prince William County.

Price Per Delivery \$250.00
Price Per Pick-up \$250.00

14. Full Time Qualified Supervision

To be on job full time while personnel or equipment working. Minimum 4 hours.
\$25.00 Per Hour

15. 15" C.M.P. Driveway Pipe

Include excavating, removal and disposal of existing pipe. Install, backfill and compaction of new pipe. Include coupling bands.
Minimum 10 linear feet.
\$33.00 Per Linear Foot

16. Crusher Run Stone

Include spread and compact.
Minimum 15 tons.
\$25.00 Per Ton

- 17. #57 Gravel**
Include spread/install.
Minimum 15 tons.
\$25.00 Per Ton
- 18. Rip Rap Class I**
Include labor & equipment to place stone on slopes and
along ditch lines. Minimum 15 tons.
\$85.00 Per Ton
- 19. Rip Rap Class II**
Include labor & equipment to place stone on slopes and
along ditch lines. Minimum 15 tons.
\$65.00 Per Ton
- 20. Gabion Stone**
Include labor & equipment to place stone on slopes and
along ditch lines. Minimum 15 tons.
\$60.00 Per Ton
- 21. 4-wheel drive truck or equivalent**
With plow & sander to clear snow and spread stone dust.
Sand and/or salt to be provided by PWC. Minimum 8-hours.
\$60.00 Per Hour
- 22. Grout for Rip Rap Class I & II**
Include placing. Minimum 5 cubic yards.
\$65.00 Per Cubic Yard
- 23. Asphalt Patching with SM-2A**
(Awarded as backup contract only, existing contract in place)
Intended for small jobs (less than 50 tons). Include
cutting, removal and disposal of existing asphalt.
Placing/rolling of SM-2A. Minimum 5 Tons.
\$85.00 Per Ton

- 24. Temporary Patching with Cold Patch**
Include trimming hole, disposing of debris,
placing and hand compacting cold patch.
Minimum 200 pounds.
\$.05 Per Pound
- 25. Sod without Pins**
Include placing . Does not include fine
grading and raking before sod placement.
Minimum 20 square yards.
\$2.25 Per Square Yard
- 26. Sod with Pins**
Include placing and installing 12 pins
per sq. yard. Does not include fine grading
and raking before sod placement.
Minimum 20 square yards.
\$2.50 Per Square Yard
- 27. Hydro Seeding or Dry Seeding, Fertilizer and Lime**
Include spreading all material. Southern States
contractors mix seed or equivalent 10-10-10
Fertilizer and Palletized Lime.
\$.37 Per Square Yard
- 28. Spread Straw and Tack**
Include manual or power spreading.
Include tacking with wood fiber mulch
or sod netting with pins. Minimum 20 bales.
\$4.00 Per Bale
- 29. Excelsior Netting**
Installed with pins. Minimum 20 square yards.
\$1.00 Per Square Yard
- 30. 4X8 Sheet 1/2" CDX Plywood**
Include saw, fasteners, & installation. Intended to be used
to secure doors and windows on unsafe structures
Minimum 3 Sheets.
\$34.00 Per Sheet

- 31. Trench Drain with 4" diam. Corrugated P.E., Slotted Pipe**
Include gravel and filter cloth.
Max 2' depth, Minimum 30 Linear Feet.
\$11.00 Per Linear Foot
- 32. Trench Drain with 6" diam. Corrugated P.E. Slotted Pipe**
Include gravel and filter cloth.
Max 2' depth, Minimum 30 Linear Feet.
\$12.00 Per Linear Foot
- 33. 4" Diam Solid Corrugated P.E. Pipe**
2' Max depth, Minimum 30 Linear Feet.
\$6.00 Per Linear Foot
- 34. 6" Diam Solid Corrugated P.E. Pipe**
2' Max depth, Minimum 30 Linear Feet.
\$8.00 Per Linear Foot
- 35. 12"X12" Plastic Yard Drain Box**
Mfg. By Lesco or equivalent.
\$75.00 Per Each
- 36. 18"X18" Plastic Yard Drain Box**
Mfg. Lesco or equivalent.
\$160.00 Per Each
- 37. 48" Silt Fence with Stakes**
Include 2"X 2" Oak Stakes at 6" center and 3/8" Staples.
Silt fence to be installed per VDOT Standards.
Minimum 100 Linear Feet.
\$1.00 Per Linear Foot
- 38. 42" Super Silt Fence with Post**
Include Steel Posts, Chainlink Fence and
Wire Ties. Minimum 100 Linear Feet.
\$5.75 Per Linear Foot

- 39. 48" Orange Plastic Safety Fence**
Include 2"X2" Oak Stakes and Nylon or
Wire Ties (No Staples). Minimum 100 Linear Feet.
\$1.00 Per Linear Foot
- 40. 2" Hammer Drill**
Include Bits. Drill must be capable of
drilling through 6" thick concrete.
Minimum 4 hour rental.
\$15.00 Per Hour
- 41. Chain Saw**
16" Bar minimum. Minimum 4 hour rental.
\$30.00 Per Hour
- 42. 12" Clipper with Operator**
Minimum 8 hours
\$55.00 Per Hour
- 43. Laborer(s) to flag traffic**
Valid VDOT Flagging Certificate Card required of employee.
Minimum 8 hours
\$22.00 Per Hour

RENEWAL OPTION YEARS

Option Year I

There is a 4% increase on all items from the Base Year for Option Year I.

Option Year II

There is a 4% increase on all items from Option Year I for Option Year II.

Option Year III

There is a 4% increase on all items from Option Year II for Option Year III.

Option Year IV

There is a 4% increase on all items from Option Year III for Option Year IV.

PROMPT PAYMENT TERMS = Net 30 Days