

COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703, Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing



CONTRACT: 9045BA2

SUBJECT: Bull Run/Lake Jackson Snow Removal

Between:

Prince William County Government
1 County Complex Court (MC460)
Prince William, Virginia 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 2008, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified above for supplies and/or 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.

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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 requesting agency identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Requesting Agency" for the purpose of this Contract shall mean Public Works Environmental Services Division. Other Prince William County agencies may utilize the contract.

"Contract Administrator" assigned to administer this Contract for the County is Ms. Pam Larkins, Contract Administrator, (703) 792-6711.

"Contractor" shall mean:

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

whose authorized representative is Mr. Nicholas E. 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 September 16, 2008.
2. County's Solicitation Number IFB090014 entitled Roadway Maintenance and Snow Removal and dated September 04, 2008.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: Solicitation No. IFB090014. This Contract shall take precedence over all the documents referenced above.

I.3 Contract Period

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

I.4 Performance Period

See Section III Scope of Work.

I.5 Provision of Supplies and/or Services

The Contractor hereby agrees to provide Snow Removal for Bull Run Mountain District Estates and Lake Jackson Service District on an as needed basis. Services shall be provided in accordance with Section III Scope of Work/ Pricing Schedule.

I.6 Contract Amount

In return for the services identified herein, and subject to the "Termination for Non-Appropriation of Funds" clause, the County shall compensate the Contractor in accordance with the Contract Pricing Schedule.

I.7 Placement of Orders

A County Purchase Order, which may be accompanied by a Task Order, shall be issued to the Contractor to provide the services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated.

I.8 Emergency Procurements

In the event of a County emergency the County reserves the right to procure the contracted goods and/or services from other sources that can provide the goods and/or services sooner than the Contractor in order to meet the County's emergency needs. Emergency procurements are as defined in the County Purchasing Regulations.

I.9 Subcontractors

Contractors desiring to utilize subcontractors on County jobs must receive prior written County approval to do so before subcontractors perform any services for the County.

I.10 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.11 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in Solicitation No. IFB090014.

I.12 Invoicing and Payments

Contractor's invoices shall be submitted to the "Invoice To" address as reflected on the County's Purchase Order. The Contractor shall submit detailed invoices listing the goods and/or services provided to the County. As a minimum, invoices shall reflect the following:

- Contractor's Name and Address
- Contract Number
- Purchase Order Number
- Task Order Number/Work Order Number, if applicable
- Date Services were provided
- Receipts and/or Delivery Tickets, if applicable

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice and the requested goods and/or services have been received and accepted by the County.

I.13 Inspection and Acceptance

Goods and/or services (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, end products and work performed) 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 goods are defective in material or workmanship or otherwise not in conformity with the County's requirements, 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 to promptly remove such goods that are required to be removed or replaced or to 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 the Contract for default as provided by the "Termination for Default" Clause. Unless the Contractor corrects or replaces such goods within the specified delivery schedule, the Purchasing Manager may require the delivery of such goods to be provided at a reduction in price that is equitable under the circumstances.

Any and all services provided shall be conducted and completed in accordance with recognized and customarily accepted industry practices, unless otherwise specified by the County, and shall be considered complete when the services are approved as acceptable by the County's Contract Administrator or its designee. In the event of rejection of any services provided, the Contractor shall be notified and shall have three (3) days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.14 Warranties

The Contractor warrants that (1) goods and services provided to the County are fit and sufficient for the purpose intended; (2) goods and services are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) goods and services provided to the County conform to the County's specified requirements.

I.15 Law Compliance

The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations relating to this procurement.

I.16 Tax Exemption

Prince William County Government is exempt from the payment of any Federal excise or Virginia sales tax. However, when under established trade practice any such tax is included in Contractor's list price, the Contractor shall show the list price and shall show separately the amount of tax as a flat sum that will not be paid by the County.

I.17 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the 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 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 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:
 - 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.
 - 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, 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 and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

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 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 negligent acts of omission or willful misconduct 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 III
Scope of Work/Pricing Schedule

Scope of Work

Provide Snow Removal Services for:

- Bull Run Mountain District Estates
- Lake Jackson Service District

Services shall be provided on an as needed basis.

The Contractor shall comply with all Federal, State, Local, DOT, and 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 Contract Administrator or Designee.

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 his 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.

The Contractor and his employees will respond to general supervision from the Bull Run Mountain Civic Association Designee (Designee) and/or the Lake Jackson Advisory Committee Designee (Designee). An on-site operator or supervisor must be able to communicate in English. The Contractor shall report to the Designee at the start of operations and will be released by the Designee at the satisfactory completion of the work.

The Contractor, his employees, and/or agents performing services under the awarded 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.

The Contractor shall not perform any work until receipt of a fully executed task order signed by the Designee, the County Contract Administrator and the Contractor. If unable to sign the task order, the Designee can approve the task order verbally or via electronic mail to the County Contract Administrator. If task order is estimated to exceed \$50,000 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.

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

Revisions to the plan may be required based upon the local weather conditions and/or availability of funding.

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

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 is less than 10% of the Contractor's Project Cost Estimate then the County may award the project to that Vendor at a firm fixed cost only.

Job Tickets - If requested, the Contractor shall submit daily job tickets to the District Designee outlining the activities performed under the Task Order issued. Labor rates and equipment 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.

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 to the Contract Administrator.

The job ticket/invoice shall not exceed ten percent (10%) of 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.

Travel Time - Bidders shall include any travel time cost in their 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 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 operational 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 include but not be limited to removal of: trees, branches, and shrubbery from roads. These services may include laborers, field support personnel such as flagmen or supervisory personnel, etc. Related services shall be requested by written task order following task order procedures.

Related services not priced on the schedule of prices may be performed by the Contractor only after an estimate is received from the Contractor and approved by the Contract Administrator. 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. The Contractor shall not charge the County for estimates.

"Unreasonable Cost Estimates" Provision also applies herein.

Pricing Schedule

Base Year & Option Years

- Bull Run Mountain District Estates- Snow Removal
- Lake Jackson Service District- Snow Removal

Hourly unit prices shall include the equipment cost, labor cost of the operator, costs of fuel, travel, maintenance, insurance, and all direct and indirect costs.

BULL RUN MOUNTAIN - SNOW REMOVAL

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

1. 4x4 Pickup Truck - 3/4 ton minimum with 7 ½ foot or wider power blade and sand/chemical spreader or equivalent.

Base Year - Cost Per Hour - \$ 90.00
Option Year I - Cost Per Hour - \$ 95.00
Option Year II - Cost Per Hour - \$100.00
Equipment Owned

2. Dump Truck - Single axle with full sized hydraulic spreader and 8 foot or wider power blade or equivalent.

Base Year - Cost Per Hour - \$100.00
Option Year I - Cost Per Hour - \$105.00
Option Year II - Cost Per Hour - \$110.00
Equipment Owned

3. Rubber tired loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 85.00
Option Year I - Cost Per Hour - \$ 87.00
Option Year II - Cost Per Hour - \$ 90.00
Equipment Owned

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

Base Year - Cost Per Hour - \$ 50.00
Option Year I - Cost Per Hour - \$ 55.00
Option Year II - Cost Per Hour - \$ 60.00
Equipment Owned

5. Miscellaneous related services not listed. Provide an estimate when requested.

6. Prompt Payment Discount Terms: Net 30 Days

LAKE JACKSON - SNOW REMOVAL

Equipment With Operator

(Cost per hour includes equipment, operator, and fuel)

1. 4x4 Pickup Truck - 3/4 ton minimum with 7 ½ foot or wider power blade and sand/chemical spreader or equivalent.

Base Year - Cost Per Hour - \$ 90.00

Option Year I - Cost Per Hour - \$ 95.00

Option Year II - Cost Per Hour - \$100.00

Equipment Owned

2. Dump Truck - Single axle with full sized hydraulic spreader and 8 foot or wider power blade or equivalent.

Base Year - Cost Per Hour - \$100.00

Option Year I - Cost Per Hour - \$105.00

Option Year II - Cost Per Hour - \$110.00

Equipment Owned

3. Rubber tired loader - Case 580 or equivalent.

Base Year - Cost Per Hour - \$ 80.00

Option Year I - Cost Per Hour - \$ 82.50

Option Year II - Cost Per Hour - \$ 85.00

Equipment Owned

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

Equipment Owned

5. Miscellaneous related services not listed. Provide an estimate when requested.

6. Prompt Payment Discount Terms: Net 30 Days

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

Bull Run Landscaping
Company Name

County Representative Signature

Thomas Bruun
Director of Public Works

Authorized Representative Signature

Title

ATTEST:

Carol L. Scarton
Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

_____ Date: _____