



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

2100 Clarendon Blvd., Suite 501 Arlington, VA 22201
TEL 703-228-3410 FAX 703-228-3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

May 14, 2020

VIA E-MAIL AND US MAIL

Mr. Marco Silva
M&F Concrete, Inc.
9515 Contractor's Court
Suite 100
Manassas, Virginia 22109

RE: Arlington County Rider Contract No. 20-210, entitled, "PWC Small Construction Services"

Dear Mr. Silva:

Enclosed for your files is the fully executed Contract for your file. Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us.

Thank you for your assistance in this matter.

Sincerely,


Shirley Diamond
Procurement Officer

Enclosure

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-210 PWC -Small Construction

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between M&F Concrete, Inc., located at 9515 Contractors Court, Suite 100, Manassas, Virginia 20109-0000, USA ("Contractor"), a Stock Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement.

1. CONTRACT DOCUMENTS

The Rder Contract Documents consist of this Agreement consist of the following:

Exhibit-A-County of Prince Willilam Contract No, 5012352;

Exhibit-B-Amendment No. 2,dated March 23, 20020, together with any exhibits and amendments issued or applicable thereto (collectivelyt the"Contract").

This Agreement rides a contract awarded to the Contractor, M&F Concrete, Inc., and extended by the Contractor to Arlington County on the same terms and conditions as the Contractor's agreement with Prince William County Government. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's services ("Work") to the County shall commence upon the execution of the Agreement by the County and shall be completed no later than April 30, 2021, ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

4. PAYMENT

Payment will be made by the County to the Contractor within Forty-Five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify the invoice submitted is a true and accurate accounting of the Work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee.

The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform services described in the Contract Documents in Exhibit A (hereinafter "the Work").

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work.

Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency.

The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on Thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

14. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Marco Silva
M&F Concrete, Inc.
9515 Contractor's Court
Suite 100
Manassas, Virginia 20109
Telephone: 703-330-7183

TO THE COUNTY:

Rene Harris, Capital Project Manager
Arlington County Government
Department of Environmental Services
Transportation Planning
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telephone: 703-228-3809

AND

Shirley Diamond, Procurement Officer
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Telephone: 703-228-3424

15. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

16. COUNTERPARTS


This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

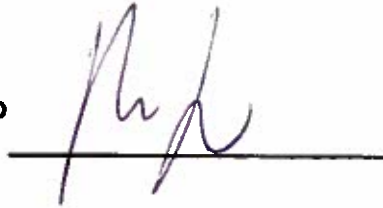
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

M&F CONCRETE, INC.

AUTHORIZED
SIGNATURE:



AUTHORIZED
SIGNATURE:



NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER

NAME: MARCOS SILVA
TITLE: PRESIDENT

DATE: 5-14-20

DATE: 5/13/20

EXHIBITS AND FORMS

EXHIBIT – A

PRINCE WILLIAM COUNTY NO. 5012352

ORIGINAL

Contract No. 5012352



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: 5012352

SUBJECT: Miscellaneous Site Work for Public Works Environmental Services
(Section A - Secondary Contract for- "Minor Construction Like Services")
(Section B - Primary Contract for- "Curbs, Sidewalks, and Similar Services")

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22182-9201
703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

M&F CONCRETE, INC.
9515 CONTRACTORS CT. SUITE 100
MANASSAS, VA 20109
PH. 571-379-8761
FX. 703-330-7183
EMAIL marcos@mfoncreteinc.com

This Contract is entered into this 7th day of April, 2017, 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.

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**SECTION I
SPECIAL PROVISIONS**

1.1 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 the Department of Public Works, Environmental/Construction Services Division. Other PWC Departments/Agencies may utilize this Contract.

"The main Contract Administrator" assigned to administer this Contract for the County is Mr. Rich Noonan which can be reached at 703-792-6865 or rnoonan@pwcegov.org

"Contractor" shall mean:

**M&F CONCRETE, INC.
9515 CONTRACTORS CT. SUITE 100
MANASSAS, VA 20109**

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

1.2 Incorporation of Documents

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

1. Contractor's Bid Response dated November 30, 2016.
2. County's Solicitation No. 7000035, titled "Miscellaneous Site Work for Public Works Environmental Services."

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the Solicitation. This Contract shall take precedence over all the documents referenced above.

1.3 Contract Period

The Contract period shall be as follows for each Section:

Section A - Minor Construction Like Services, Base Contract Period is May 1, 2017 thru April 30, 2019.

Section B - Curbs, Sidewalks, and Similar Services, Base Contract Period is April 7, 2017 thru April 30, 2019.

The County shall have the option to renew the Contract for three (3) one year periods. Renewals are contingent upon mutual agreement, market conditions, availability of funds for the purpose, and the needs of the County.

I.4 Contract Amount

In return for the goods and services identified in this Contract, 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.5 Provision of Goods and Services

The Contractor, M&F Concrete, Inc., as Secondary Contractor for "Miscellaneous Site Work, Section A- Minor Construction Like Services" and as Primary Contractor for "Miscellaneous Site Work, Section B- Curbs, Sidewalks, and Similar Services," shall provide the goods and services described in this Contract to the County on an as needed basis.

M&F Concrete, Inc., understands and agrees that for Miscellaneous Site Work there is a Primary Contractor for "Section A- Minor Construction Like Services" and a Secondary Contractor for "Section B- Curbs, Sidewalks, and Similar Services."

M&F Concrete, Inc., understands and agrees that the secondary contractor may be utilized in the event the primary Contractor cannot perform its contractual obligations to the County or the tasks required by the County are too numerous and the County determines in its sole discretion that it requires another contractor to complete the County's workload in a timely manner. It is understood and agreed however, that the availability of a secondary contractor will not excuse the primary contractor from performance of its contractual obligations.

Section A Minor Construction Like Services

The services consist primarily of, but not limited to, minor drainage system work, property and roadway clearing, grounds maintenance/repairs, securing or dismantling blighted buildings, and similar services required by Public Works Department, Environmental/Construction Services Division. Services shall be provided in accordance with customary industry recognized standards and best practices.

Section B Curbs, Sidewalks, and Similar Services

The services consist primarily of, but not limited to, installing, repairing, and/or dismantling curbs, gutters, ditches, sidewalks, beams, columns, foundations, retaining walls, ramps, excavation, subgrade preparation, driveways, slabs, trails, and similar services required by Public Works Department, Environmental/Construction Services Division. Services shall be provided in accordance with Virginia Department of Transportation 2002 Road and Bridge Specifications and the VDOT 2001 Road and Bridge Standards, and all subsequent revisions or the most current edition of the VDOT Specifications and Standards.

I.6 Placement of Orders

A County Purchase Order and a Task Order shall be issued to the Contractor to provide the goods and services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated. The approved Task Order shall act as the Contractor's Notice to Proceed.

I.7 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.

1.8 Task Orders/Performance

When work is required, the County will contact the Contractor and request a site visit/meeting. The Contractor shall attend the site visit/meeting within three (3) business days after the County's notification. The County will describe in detail the scope of work to be performed. The Contractor shall then prepare a written "technical/cost estimate" to include: a detailed description of goods and services necessary to perform the required task including all labor, equipment, materials, estimated labor hours, estimated performance period (start & completion dates), and cost estimates based on their PWC Contract Pricing Schedule/Line Items. A signed and dated estimate shall be provided to the County Contract Administrator within three (3) business days after the site visit/meeting. The County Contract Administrator will then review the Contractor's estimate. If the Contractor's estimate is acceptable, the County Contract Administrator will issue an approved Task Order. The Task Order signed by the County will serve as the Contractor's Notice to Proceed.

Where applicable, the Contractor is required to contact "Miss Utility" immediately after a task order is approved.

The Contractor must notify the County Contract Administrator of the actual start date as early as possible before any work begins. Once work has begun, the Contractor shall work daily (less weekends/holidays) until all required work is completed, unless otherwise directed by the County. Work shall be completed within the agreed upon time period indicated in the Task Order.

Additional performance time may be allowed at the discretion of the County Contract Administrator based on the complexity of the task, or additional time needed for utility marking, additional approvals, and to obtain bonds.

The Contractor must also notify the County Contract Administrator when work has been completed and is ready for inspection by the County Contract Administrator. The County reserves the right to inspect Contractor's work in stages as deemed necessary by the County. All work shall be inspected and approved by the County before payment is made to the Contractor.

The total project cost shall not exceed 5% of the approved Task Order, except for hidden obstacles or hidden damages which must be pre-approved by the County Contract Administrator. The County will not pay for extra labor, equipment, and materials when a mistake is made by the Contractor.

For task orders exceeding \$100,000, Performance and Payment Bonds are required before any work is performed. See Contract Provision 1.15.

For task orders exceeding \$100,000, prior written approval by the County Purchasing Manager is required before any work is performed.

1.9 Emergency Procurements

In the event of a County emergency the County reserves the right to procure the contracted goods and services from other sources that can provide the goods 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.10 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 3 calendar days from date of the deficiency notice to correct the deficiencies and resubmit for inspection.

I.11 Invoicing

Contractor's invoices shall be submitted to the "Invoice to" on the County Purchase Order, within thirty (30) calendar days after goods/services have been provided.

As a minimum, invoices shall reflect the following:

- Contractor's Name and Address
- Contract Number/Purchase Order Number
- Task Orders Number (if issued)
- Detailed Listing of Goods/Services provided
- Quantities Ordered/Quantities Shipped/Back Orders
- Destination/Delivery Date of Goods/Services
- Signed Receipts/Delivery Tickets

The Contract Administrator may authorize progress payments on large/time consuming/high dollar projects, on a case by case basis. Task orders which allow for progress payments in installments based upon an estimated percentage of completion, the County shall pay the Contractor ninety-five percent (95%) of the earned sum when payment is due. The County may retain five percent (5%) of the earned sum to assure faithful performance of the task order by the Contractor. All amounts withheld by the County shall be included in the final payment to the Contractor.

I.12 Prompt Payments

"Payment date" shall mean either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, (a) thirty (30) calendar days after receipt of a

proper invoice or (b) thirty (30) calendar days after receipt of the goods or services, whichever is later.

I.13 Warranty

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. Manufacturer's standard product warranties shall apply where applicable.

I.14 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 statutes, 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.

**I.15 Bonds (Performance Bond and Payment Bond)
(Required for Task Orders exceeding \$100,000)**

A Performance Bond and a Payment Bond ARE REQUIRED for Task Orders exceeding \$100,000. The cost to obtain the Bonds shall be reflected in the Contractor's Estimate applicable to the Task Order and the cost shall be allowed and the Contractor shall be reimbursed for such cost.

Bond Forms were included with the Solicitation which must be utilized after contract award to submit the bonds to the County when Task Orders exceed \$100,000.

Bonds shall be provided within seven (7) business days upon an approved Task Order. Failure to provide such bonds to the County within the required time period may result in termination of the Task Order and the services may be provided by others.

The Contractor shall provide a performance bond in an amount equal to one hundred percent (100%) of the total Task Order, solely for the protection of the County, conditioned upon the faithful performance of the work in strict conformity with the Contract, Task Order, and applicable plans, specification, and conditions for same.

The Contractor shall provide a payment bond in an amount equal to one hundred percent (100%) of the total Task Order, conditioned upon the faithful payment of all persons who have and fulfill contracts which are directly with the Contractor for performing labor or furnishing materials in the prosecution of the work provided for in any such contract and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or Materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

Contract No. 5012352

A performance bond and a payment bond shall be in the form of a certified check, cashier's check, a bond executed by a surety company authorized to do business as a surety in Virginia, or cash escrow in the face amount required for the bond by an institution insured by the Federal Deposit Insurance Corporation (FDIC). 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 its power of attorney indicating the monetary limit of such power.

Bonds shall remain in effect for one (1) year after final acceptance of the work performed under the Contract.

SECTION II
GENERAL PROVISIONS

II.1 Assignability of Contract

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

II.2 Modifications to the Contract

No "fixed-price" contract may be increased in cost by more than twenty-five percent (25%) of the amount of the Contract, or \$50,000, whichever is greater, without the advance written approval by the Prince William County Board of County Supervisor.

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

The Head of the Using Department of the Contract, with prior approval of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to request changes in the Contract which affect the cost or time of performance. Such changes shall be requested 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.

The Purchasing Manager may "extend" the term of the Contract under such circumstances deemed necessary by the Purchasing manager to prevent disruption in County functions.

II.3 Payments to Subcontractors

The Purchasing Manager shall determine if any portion of a contract may be subcontracted or performed by a party other than the contractor. Contractors desiring to utilize subcontractors on County jobs shall submit those subcontractor's business name and address to the County for its consideration and must receive prior written County approval to utilize those subcontractors before any work is performed for the County.

A. 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) calendar day) calendar 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 the subcontractor, in writing, of its intention to withhold all or 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) calendar day) calendar 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 (b) of this section. The contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section shall 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.

B. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

C. 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 A2. and B of this section with respect to each lower-tier subcontractor.

II.4 Examination of Records for Contracts over \$5,000

The contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) 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 \$5,000 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 five (5) 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 that 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.5 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the Constitution and 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 Prince William County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

11.6 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 the 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.

1. Notice of the intent to submit a claim setting forth the bases for any claim shall be submitted in writing within ten (10) calendar day) calendar days after the occurrence of the event giving rise to the claim, or within ten (10) calendar day) calendar 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.
2. 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) calendar day) calendar 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) calendar day) calendar days of the date of decision of the Contract Administrator. The Director of Finance shall provide a written decision on the claim to the contractor within forty-five (45) calendar day) calendar 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) calendar day) calendar days of the date 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.
3. The County Executive's decision on the claim shall be rendered in writing to the contractor within forty-five (45) calendar day) calendar 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) calendar day) calendar days of the County Executive's decision. The Board shall consider the claim and render a decision on the claim in writing within forty-five (45) calendar day) calendar 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 §15.2-1245, *et seq.*, of the *Code of Virginia*. The decision of the Board shall be final.
4. Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision maker.
5. Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under the Contract.
6. In accordance with the provisions of §2.2-4363 of the *Code of Virginia*, 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.7 Law Compliance

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

II.8 Ethics in Public Contracting

Bidders shall familiarize itself with the following:

All County procurements shall be in full compliance with the *Virginia State and Local Government Conflict of Interests Act*, §2.2-3100, *et seq.*, and Article §6 of Chapter 43 of Title 2.2 (Ethics in Public Contracting) of the *Code of Virginia*, § 2.2-4637 *et seq.*

Any person convicted of a willful violation of any provision of section §200.00 *et seq.* of the County Purchasing Regulations shall be guilty of a Class 1 misdemeanor. Upon conviction, any County employee, in addition to any other fine or penalty provided by law, shall forfeit their employment.

II.9 Employment Discrimination for Contracts over \$10,000

1. During the performance of the 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 subsection (a), in each subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

II.10 Non-Discrimination against Faith-Based Organizations

Prince William County Government does not discriminate against faith-based organizations in its procurements.

II.11 Drug-free Workplace to be maintained by Contractor for Contracts over \$10,000

1. During the performance of the 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 foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor, contractor, or vendor.

2. 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, 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.12 Immigration Reform and Control Act of 1986

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

II.13 Tax Exemption

Prince William County is exempt from the payment of any Federal excise or any Virginia sales tax. However, when under established trade practice any Federal excise tax is included in the list price, the vendor may quote the list price and shall show separately the amount of Federal tax, as in its Bid or Proposal a flat sum, which shall be deducted by the County.

II.14 Permits and Licenses

The Contractor shall be solely responsible for complying with any applicable Federal, state, and County laws, codes, ordinances, and regulations that may be required to provide goods, services, insurance, or construction under this Contract.

II.15 Hazardous Products

Where applicable, the contractor shall comply with all of the requirements of the *Occupational Safety and Health Administration Hazard Communication Standard (1910.1200)* as amended. Specifically, the contractor 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 Occupational Safety and Health Administration.

II.16 Termination for Convenience of the County

1. The parties agree that the County may terminate the 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 interest of the County.

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

3. Upon receipt of such Notice, the contractor shall:
 - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - b. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - c. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
 - d. 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
 - e. Use its best efforts to mitigate and damages, which may be sustained by it as a consequence of termination under this clause.
4. After complying with these provisions, the contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless the Purchasing Manager grants an extension.
5. 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 goods, services, insurance, or construction 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 goods, services, insurance, or construction not provided. This Contract shall be modified accordingly, and the contractor shall be paid the agreed amount.
6. 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:
 - a. With respect to all Contract performance prior to the effective date of the Notice of Termination the total of:
 - (1) Cost of work performed or goods delivered;
 - (2) The cost of settling and paying any reasonable claims as provided in subparagraph (4), above; and
 - (3) A sum as profit on subparagraph (a) determined by the Purchasing Manager to be fair and reasonable.
 - b. The total sum to be paid under subparagraph (a) above shall not exceed the Contract price, as reduced by the amounts of payments otherwise made, and as further reduced by the Contract price of work or goods not provided.
7. 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 and Disputes" clause of this Contract.

8. The contractor shall include the same or a substantially similar provision in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages that 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.17 Termination for Default

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

II.18 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) calendar 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.19 Integration

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

II.20 Hold Harmless

The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomsoever sustained, including cost of investigation, all reasonable attorney 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 the Contract.

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

II.21 Insurance Requirements (For Service and Construction Contracts)

The Contractor shall provide to the County, an Insurance Certificate that complies with the "Insurance Checklist." The Insurance Certificate shall be provided within seven (7) calendar days upon Contract award. Failure to provide the Insurance Certificate can result in Contract termination. The Purchase Order/Notice to Proceed will not be issued to the Contractor until the required Insurance Certificate is received by the County.

SCOPE OF WORK / PRICING SCHEDULES / SIGNATURE PAGE

UNIT PRICES ARE FIRM FIXED FOR THE BASE CONTRACT PERIOD. THEREAFTER THE CPI PRICE ADJUSTMENT SHALL APPLY FOR THE RENEWAL PERIODS.

UNIT PRICES ARE FOB DESTINATION- DESIGNATED LOCATIONS WITHIN PRINCE WILLIAM COUNTY.

**GENERAL SCOPE OF WORK
(Sections A & B)**

All areas of Prince William County are included for service work except for the Lake Jackson Service District and the Bull Run Mountain Service District, except in the event the existing County contracts for such services for these Districts are terminated or the existing contractors cannot perform their contractual duties as required by their contracts.

Provide labor/crews and equipment/tools to supplement the County's maintenance crews to: complete tasks in a timely manner, assist County crews during times of peak demand, and perform various tasks necessary to ensure public safety and welfare.

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

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

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

TECHNICAL SCOPE OF WORK
"Section A - Minor Construction Like Services"

Services consist primarily of minor drainage system work, property and roadway clearing, grounds maintenance/repairs, securing or dismantling blighted buildings, and similar services required by Public Works Environmental/Construction Services Branch. Services shall be provided in accordance with customary industry recognized standards and best practices.

A) Each unit price in the Pricing Schedule shall include the cost of the following items (goods/services).

- * Skilled laborers to work with equipment and tools and skilled operators to operate equipment. The cost of labor/operators shall be included in the hourly rate for the tools and equipment.
- * All delivery, pickup, and transportation charges associated with personnel, material, or equipment shall be included in the unit price, unless otherwise listed as a separate line item for a specific piece of equipment.
- * All labor, equipment, tools, and hardware necessary to install material listed in a line item.
- * Supervision by a qualified supervisor.
- * Supply and pay for all supplies and materials listed in the Pricing Schedule items to include but not limited to: Stone, Gravel, Rip Rap, Pipe, Grout, Patching Materials, Sod, Seed, Straw and Tack, Excelsior, Plywood, Drain Boxes, Fencing, and other materials described.
- * All fuel, oil, tools, and supplies necessary to operate, adjust, or maintain, tools and equipment listed.
- * All tire repairs to vehicles and equipment.
- * Transportation of personnel to and from job sites and around on job site.
- * Power supply for all electric tools/equipment.
- * Additional items (goods/services) listed with each line item in the Pricing Schedule.

B) In cases where "Miss Utility" needs to be notified, the Contractor is solely responsible for the notifications.

"Miss Utility" tickets shall be applied for in the Contractor's name.

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

D) A qualified supervisor shall be defined as a person who: has a high school diploma, can communicate clearly with home owners and the County, is knowledgeable about the type of work being performed, can interpret construction plans and drawings, can check and set grade elevations, and has a thorough knowledge of applicable equipment operation and safety regulations.

E) The County reserves the right to immediately dismiss any of the Contractor's personnel, without notice, who do not meet the minimum skills and knowledge required as described in this Solicitation.

F) The County shall pay only for actual hours worked by personnel or equipment operated. Time will begin when personnel and/or equipment reaches the job site and begins work. Time shall stop when work has stopped (equipment/personnel no longer performing). The County shall not pay any travel time or other expenses.

G) The County shall pay no overtime unless prior written approval was obtained from the County. In the event overtime is approved, it will be for the labor 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/she is being provided as the operator, only the overtime pay for the operator will be added to the hourly cost of the equipment or tools.

H) The Contractor shall be responsible for worker's compensation payments and benefits. The Contractor shall also ensure compliance with all applicable OSHA, VDOT, Safety and Virginia and federal legal Regulatory Requirements.

I) The Contractor shall be required to show proof of worker's compensation coverage for all personnel assigned under the Contract. Refer to the Insurance Checklist Form in this Solicitation. The Contractor shall maintain any required Insurance and Bonds throughout the duration of the Contract period.

PRICING SCHEDULE
"Section A - Minor Construction Like Services"

UNIT PRICES INCLUDE THE COST FOR THE ITEMS (GOODS/SERVICES) DESCRIBED UNDER THE TECHNICAL SCOPE OF WORK, ITEM A).

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.
\$28.83 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.
\$78.20 Per Hour

3. Skid Steer Loader with Power Broom

Bobcat 743 or equivalent. Minimum 4 hour rental.
\$78.20 Per Hour

4. Skid steer Loader for Snow Removal

Bobcat 743 or equivalent. Minimum 4 hour rental. County Lots Excluded.
\$143.75 Per Hour

5. Small Track Excavator

Bobcat 325 Mini Excavator or equivalent. Minimum 4 hour rental.
\$86.02 Per Hour

6. 4 Wheel Drive Tractor

For Fine Grading, snow removal and/or mowing Include following implements:
Bushhog, yorkrake, Box Scraper, soil pulverizer. Minimum 4 hour rental.
\$172.50 Per Hour

7. 1 Ton Flatbed with Dump bed 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.
\$58.65 Per Hour

8. Air compressor and Jackhammer

Includes hose and bits. Minimum 4 hour rental.
\$44.10 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.
\$112.41 Per Hour

10A. Loader with 4 in 1 bucket

Caterpillar 953 or equivalent. Delivery & pick-up not included.
Minimum 8 hour rental.
\$107.53 Per Hour

10B. Delivery and Pick-up charge for Loader within Prince William County.

Price Per Delivery \$317.69
Price Per Pick-up \$317.69

11. Welder and Truck, 234 Lincoln or equivalent

Include rods and equipment. Minimum 4 hour rental.
\$117.30 Per Hour

12A. Track Dozer

Caterpillar D-3 or equivalent. Delivery & pick-up not included.
Minimum 8 hour rental.
\$87.98 Per Hour

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

Price Per Delivery \$293.25
Price Per Pick-up \$293.25

13A. Rubber tire 4 Wheel Drive Loader/Backhoe

Case 580 L or equivalent. Delivery & Pick-up not included.
Minimum 8 hour rental.
\$87.98 Per Hour

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

Price Per Delivery \$293.25
Price Per Pick-up \$293.25

14. Full Time Qualified Supervision

To be on job full time while personnel or equipment working. Minimum 4 hours.
\$73.31 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.
\$27.60 Per Linear Foot

16. Crusher Run Stone

Include spread and compact. Minimum 15 tons.
\$36.80 Per Ton

17. #57 Gravel

Include spread/install. Minimum 15 tons.
\$36.80 Per Ton

18. Rip Rap Class I

Include labor & equipment to place stone on slopes and along ditch lines. Minimum 15 tons.
\$57.50 Per Ton

19. Rip Rap Class II

Include labor & equipment to place stone on slopes and along ditch lines. Minimum 15 tons.
\$71.30 Per Ton

20. Gabion Stone

Include labor & equipment to place stone on slopes and along ditch lines. Minimum 15 tons.
\$51.75 Per Ton

21. Grout for Rip Rap Class I & II

Include placing. Minimum 5 cubic yards.
\$287.50 Per Cubic Yard

22. Asphalt Patching with SM-2A

(May be awarded as secondary Contract only in the event of a conflict with a primary contractor.)

Intended for small jobs (less than 50 tons). Include cutting, removal and disposal of existing asphalt.
Placing/rolling of SM-2A. Minimum 5 Tons.
\$345.00 Per Ton

23. Temporary Patching with Cold Patch

Include trimming hole, disposing of debris, placing and hand compacting cold patch.
Minimum 200 pounds.
\$12.00 Per Pound

24. Sod without Pins

Include placing. Does not include fine grading and raking before sod placement.
Minimum 20 square yards.
\$3.45 Per Square Yard

25. 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.
\$3.74 Per Square Yard

26. 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.
\$0.92 Per Square Yard

27. Spread Straw and Tack

Include manual or power spreading. Include tacking with wood fiber mulch or sod netting with pins. Minimum 20 bales.
\$8.63 Per Bale

28. Excelsior Netting

Installed with pins. Minimum 20 square yards.
\$3.45 Per Square Yard

29. 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.
\$41.40 Per Sheet

30. Trench Drain with 4" diam. Corrugated P.E., Slotted Pipe

Include gravel and filter cloth. Max 2' depth, Minimum 30 Linear Feet.
\$6.33 Per Linear Foot

31. Trench Drain with 6" diam. Corrugated P.E. Slotted Pipe

Include gravel and filter cloth. Max 2' depth, Minimum 30 Linear Feet.
\$7.48 Per Linear Foot

32. 4" Diam Solid Corrugated P.E. Pipe

2' Max depth, Minimum 30 Linear Feet.
\$4.03 Per Linear Foot

33. 6" Diam Solid Corrugated P.E. Pipe

2' Max depth, Minimum 30 Linear Feet.
\$7.48 Per Linear Foot

34. 12"X12" Plastic Yard Drain Box

Mfg. By Lesco or equivalent.
\$230.00 Per Each

35. 18"X18" Plastic Yard Drain Box

Mfg. Lesco or equivalent.
\$345.00 Per Each

36. 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.
\$1.44 Per Linear Foot

37. 42" Super Silt Fence with Post

Include Steel Posts, Chain-link Fence and Wire Ties. Minimum 100 Linear Feet.
\$4.89 Per Linear Foot

38. 48" Orange Plastic Safety Fence

Include 2"X2" Oak Stakes and Nylon or Wire Ties (No Staples). Minimum 100 Linear Feet.
\$3.74 Per Linear Foot

39. 2" Hammer Drill

Include Bits. Drill shall be capable of drilling through 6" thick concrete.
Minimum 4 hour rental.
\$13.80 Per Hour

40. Chain Saw

16" Bar minimum. Minimum 4 hour rental.
\$11.73 Per Hour

41. 12" Clipper with Operator. Minimum 8 hours
\$172.50 Per Hour

42. Laborer(s) to flag traffic

Valid VDOT Flagging Certificate Card required of employee. Minimum 8 hours
\$28.83 Per Hour

43. 4x4 Pickup Truck

3/4 ton minimum with 7 1/2 foot or wider power blade and/or stone chip spreader.
Stone chips to be provided by PWC.
\$122.19 Per Hour

44. Dump Truck

Single axle with full sized hydraulic stone chip spreader and 8 foot or wider power blade.
Stone chips to be provided by PWC.
\$145.19 Per Hour

TECHNICAL SCOPE OF WORK
"Section B - Curbs, Sidewalks, and Similar Services"

Services consist primarily of installing, repairing, and/or dismantling curbs, gutters, ditches, sidewalks, beams, columns, foundations, retaining walls, ramps, excavation, subgrade preparation, driveways, slabs, trails, and similar services required by Public Works Department, Environmental/Construction Services Division. Services shall be provided in accordance with Virginia Department of Transportation 2002 Road and Bridge Specifications and the VDOT 2001 Road and Bridge Standards, and all subsequent revisions or the most current edition of the VDOT Specifications and Standards.

A. Curb, & Gutter, Combination Curbs and Gutter, and Concrete Ditches

The Contractor shall provide all materials, equipment, labor, and incidentals to install curbs, gutters, and concrete ditches. Work includes the installation of CG-6, CG-7, CG-3, and CG-2 curb slip form equipment on an existing compacted base to a predetermined line and grade for slip form machine capable runs on large volume projects estimated more than 500 linear feet. Fixed forms can be used for smaller projects less than 500 LF or on projects where the alignment precludes the use of a machine. The County shall prepare the base to final grade plus or minus 0.2 foot.

Transverse joints, expansion joints, and curing shall be considered as part of the work. Provide tie ins to existing drainage structures, existing curb and gutters, or driveway entrances. Backfilling and site restoration is not included in this scope of work.

B. Sidewalks

Provide all materials, equipment labor, and incidentals to install sidewalks. Transverse joints, expansion joints, and curing shall be considered part of the work and is included in the unit price provided. Sidewalks may be slip form or fixed form at County's option. Handicapped ramps will also be paid for as sidewalk. See sub-section (D) of this section

C. Concrete Beams, Columns, Foundations and Retaining Walls

Provide all materials, equipment, labor, and incidentals to fabricate beams, columns, foundations, and retaining walls except as noted below. Joints, curing, and formwork shall be considered part of the work and is included in the unit price provided. Cost of rebar, wire mesh, and tie wire shall not be included in the unit price for these items. The County may or may not provide the rebar, mesh, or wire. See Pricing Schedule Item No. 22. The Contractor may be requested to provide these materials and shall do so upon request.

D. Curb Ramps for Persons with Mobility Impairments (CG-12)

The County will supply to the Contractor all detectable surface material needed for handicapped ramps. Handicapped ramps will be considered sidewalk and be paid for at the same square yard price of sidewalk. The detectable surface area will be included in the sidewalk area measured for payment.

E. Traffic Control

The Contractor shall be solely responsible for traffic control. Signs, crash barriers, VDOT certified flaggers, arrow boards, cones/barrel, sand, and any other material needed and required by VDOT shall be provided by the Contractor. Traffic control costs shall be included in the unit Contract prices and shall not be an additional cost to the County.

F. Dismantling of Existing Concrete Work & Removal

This Work shall consist of demolition of existing sidewalk, curb and gutter, driveway entrances, and other concrete work established by the County. The broken concrete shall be disposed of by the Contractor at Contractor's sole expense, to the County Landfill or other County approved location. All necessary saw cutting is to be included in the unit price. Saw Cutting (Item 18) is a separate pay item and does not apply to this incidental type of saw cutting. The removal of CG-6 will be measured as 3' wide by the measured length of the curb line removed. CG-2 will be measured as 1' wide.

G. Minor Excavation

Minor excavation shall consist of removing and disposing of unsuitable material at Contractor's expense, to the County Landfill or other County approved location, when necessary to accommodate the sidewalk, curbing, gutter, etc. If material is required to backfill an undercut area, the County will supply and place this material, or the County may request the Contractor to supply material under the "Subgrade Preparation" pay item which the Contractor shall supply upon request.

H. Subgrade Preparation Including Base Stone

This work shall consist of supplying 21-A/21-B, and placing and compacting the material in a minimum 4" layer as subgrade for curb or sidewalk. The course upon which the sidewalk or curbing will rest, shall be graded and compacted to the require profile.

I. Any concrete testing required by the County will be performed by the County at the County's expense. The Contractor shall supply concrete to the County from concrete batches when requested by the County.

J. Mobilization - It is understood by the Contractor that tasks under this Contract can vary from large quantities to very small quantities of concrete work. There is no minimum amount of work required to be assigned to the Contractor under this Contract. The Contractor may charge a mobilization fee for task orders less than \$5,000. Mobilization Fees shall be reasonable and shall not exceed \$500.00 per task order. The Contractor shall list any mobilization fee on its task order estimate, for the County's consideration. Any mobilization fee shall include mobilization, demobilization, and any short load concrete charges. This fee shall only be paid one time per task order. The mobilization fee shall not increase the total work order amount greater than \$5,000. EXAMPLE: If the mobilization fee submitted is \$500 and the task order amount is \$4,800 then the mobilization fee will be \$200. If the task order amount is \$3,000 then the full \$500 mobilization fee will be paid.

K. Laborer - Most steel, rebar, wire mesh, and tie wire required for the project will be supplied by the County. The laborer rate listed in the Pricing Schedule will be used for billing crew time mainly for installing or tying rebar and wire mesh. The laborer item may also be used for other incidental labor not covered in other items.

L. Saw Cutting – Provide manpower and machinery to saw cut asphalt roads and concrete slabs to a maximum depth of 12 inches. Payment to be made by the linear foot at 1" deep. Example: if 100 linear feet of a 6" slab is saw cut the billing amount would be $100 \times 6 = 600$ linear foot/inch. A 800 linear foot/inch minimum will be paid.

M. Concrete Pump Truck – Supply a 30 meter concrete pump truck with operator to pour concrete in areas that cannot be accessed by a concrete truck. The County will pay a four (4) hour minimum rental whenever a pump truck is used. Price to be based on an hourly rental rate plus additional per cubic yard charge for amount of concrete pumped by truck.

N. Form and pour concrete steps 12" deep and varying widths between 3 feet and 10 feet. Supply all material, labor, and form work for steps. Include in unit price drilling and epoxying rebar into existing wall where required. Contractor shall supply re-bar per Contract line item.

PRICING SCHEDULE
"Section B - Curbs, Sidewalks, and Similar Services"

ITEM NO. DESCRIPTION	UNIT PRICE
1. A-3 CONCRETE SIDEWALK (Slip form or fixed form)	\$36.00/SY
2. CG-6 CONCRETE CURB AND GUTTER (Slip form)	\$20.68/LF
3. GC-6 CONCRETE CURB AND GUTTER (Fixed Form)	\$24.00/LF
4. CG-2 CONCRETE CURB (Slip Form)	\$18.75/LF
5. CG-7 CONCRETE CURB (Slip Form)	\$20.50/LF
6. CG-2 CONCRETE CURB (Fixed Form)	\$20.68/LF
7. CG-3 CONCRETE CURB (Fixed Form)	\$20.68/LF
8. CG-3 Concrete Curb (Slip Form)	\$18.75/LF
9. CG-7 CONCRETE CURB (Fixed Form)	\$24.00/LF
10. CONCRETE SLAB (avg. 4"-8" thick on grade)	\$290.70/CY

11. DRIVEWAY ENTRANCES (Various VDOT Designs (no wire mesh included)	\$64.00/SY
12. A-3 CONCRETE DITCH (4" Thick)	\$54.00/SY
13. A-3 CONCRETE, BEAMS, COLUMNS, RETAINING WALLS INCLUDING FORMWORK (no rebar, wire mesh or tie wire included)	\$600.00/CY
14. DISMANTLING & REMOVAL OF EXISTING CONCRETE	\$30.61/SY
15. MINOR EXCAVATION	\$35.00/CY
16. SUBGRADE PREPARATION INCLUDING BASE STONE	\$53.00/TON
17. LABORER	\$28.35/HR
18. MOBILIZATION CHARGE	\$500.00 max/ Task Order \$2,500.00
19. SAW CUTTING PER LINEAR FOOT PER INCH	\$1.13/LF
20. CRANE/PUMP TRUCK PER HOUR	\$94.00/HR
21. PUMP CONCRETE THRU PUMP TRUCK	\$2.10/CY
22. CONCRETE STEPS	\$50.00/LF

23. PRICE VOLATILE MATERIALS:
(Steel, Rebar, Wire Mesh, & Tie Wire, various grades and sizes)

The Contractor shall, if/when requested, supply and deliver Steel, Rebar, Mesh, and Wire to the County at "Actual Invoice Cost" of these materials and by the least expensive shipping method. The Contractor shall shop among steel suppliers that regularly deal in the steel industry, for the lowest prices that meet the County's specifications and delivery requirements. Written County pre-approval is required before any materials are ordered. The County reserves the right to reject Contractor's pricing and procure the materials from sources that offer better pricing and/or delivery to the County. No mark-ups are allowed on these materials by the Contractor.

24. OTHER CONSTRUCTION MATERIALS:

If the County requires other construction materials that are not listed above and that were not previously described in the Task Order/Work Order, but are necessary to complete a job in progress, the County may obtain pricing from the Contractor. If pricing is determined fair and reasonable by the County and if the materials are less than \$5,000, then the materials may be supplied by the Contractor. For materials that cost \$5,000 or more the County will obtain price quotes from other suppliers. The materials may be purchased from the Contractor if the Contractor's price quote does not exceed 20% of the lowest responsive price quote received for such materials, otherwise the materials will be purchased from the lowest responsive business.

**Section A & B - PRICING STRUCTURE FOR
"OPTIONAL CONTRACT RENEWAL PERIODS"**

For the Contract Renewal Periods only, a percentage price increase on all Contract goods and services, from the "original base Contract awarded prices", may be allowed annually, (1) if so requested by the Contractor and, (2) if the percentage increase requested does not exceed the percentage increase difference between the:

• *Contract Base - CPI Posting in September 2016 and the CPI Posting for January 2019 for Renewal Period I.*
(This percentage increase if any, must be added to the base Contract period awarded prices.)

• *Contract Base - CPI Posting in September 2016 and the CPI Posting for January 2020 for Renewal Period II.*
(This percentage increase if any, must be added to the base Contract period awarded prices, not to the Renewal Period I pricing.)

• *Contract Base - CPI Posting in September 2016 and the CPI Posting for January 2021 for Renewal Period III.*
(This percentage increase if any, must be added to the base Contract period awarded prices, not to the Renewal Period II pricing.)

Any Contract price increases allowed for the Contract renewal periods, shall be effective on the first day of each Contract renewal period. In the event there is no percentage increase in the CPI or the CPI reflects a percentage decrease, then there will be no price adjustments during the renewal periods. Contracts are normally renewed 60 days before Contract expiration date.

Price increases are based on:

Web Site – WWW.BLS.GOV

U.S. Department of Labor, Bureau of Labor Statistics Data

Consumer Price Index – All Urban Consumers

Area: Washington-Baltimore, DC-MD-VA-WV

Series Id: CUURA311SAS, CUUSA311SAS, Not Seasonally Adjusted

Item: Services

Contract Base = Posted CPI for September 2016 = 178.880

**PRINCE WILLIAM COUNTY, VIRGINIA
INSURANCE CHECKLIST FORM**

OVERALL CERTIFICATE REQUIREMENTS		
Requirement		Compliance
Seller's Name matches Agreement		
All Insurers AM Best Rating: A- VIII or better		
*A waiver of subrogation in favor of Prince William County is applicable to all policies including worker's compensation and employer's liability. Prince William County, its officers, directors, agents and employees are included as additional insureds on the general liability and CPL policies with a cross liability clause in effect on their behalf. *This Coverage is primary to all other coverages the County may possess*		
Notice of Cancellation: An Endorsement that states: "The Certificate Holder will receive 30 days notice of cancellation, except 10 days notice of cancellation due to non-payment of premium"		
SELLER'S INSURANCE REQUIREMENTS		
TYPE OF COVERAGE	MINIMUM LIMIT	Compliance
Commercial General Liability		
Bodily Injury and Property Damage	\$1,000,000 per occurrence	
	\$2,000,000 General Aggregate	
Personal & Advertising Injury	\$1,000,000 per occurrence	
Products – Completed Operations	\$2,000,000 Aggregate	
XCU Property Damage	Not excluded	
Fire Legal Liability	\$300,000	
Medical Payments to Others	\$10,000	
Additional insured box	checked	
Waiver of Subrogation box	checked	
Comprehensive Automobile Liability		
Bodily Injury And Property Damage	\$1,000,000 Combined Single Limit Each Occurrence	
Any Auto – OR – Owned, Hired and Non-Owned	checked	
Additional insured box	checked	
Waiver of Subrogation box	checked	
Contractors Pollution Liability (CPL) –gradual, sudden, accidental		
Environmental- Impairment/Damage	\$1,000,000 per occurrence	
	\$2,000,000 Aggregate	
Must include Transportation Coverage for contractor and third-party vehicles moving hazardous materials		
Must include coverage for Owned and Non-Owned Disposal Sites		
Prince William County to be additional insured on the CPL policy		
If claims-made coverage, Seller shall agree to maintain coverage for 5 years after the completion of the Contract or project, or obtain an extended reporting period of at least 5 years.		

Umbrella/Excess Liability		
Each Occurrence and Aggregate	Sufficient to bring all liability limits, including CPL, up to \$5,000,000	
Umbrella box	Checked	
Occurrence box	Checked	
Additional insured box	Checked	
Waiver of Subrogation box	Checked	
Workers' Compensation & Employer's Liability		
Statutory box	Checked	
Waiver of Subrogation box checked	Checked	
Each Accident	\$500,000	
Disease – Each Employee	\$500,000	
Disease – Policy Limit	\$500,000	

LET 2/19/17

MM BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

[Signature]
County Representative's Signature

Acting Director of Public Works
Title
2/13/17
Date

M&F CONCRETE, INC.

[Signature]
Contractor Representative's Signature

PRESIDENT
Title
1/9/17
Date

ATTEST:

[Signature]
Adam Manne
Purchasing Manager

14 Feb, 2017
Date

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

[Signature] Date: 12/27/16
Alan F. Smith
Assistant County Attorney

ORIGINAL

EXHIBIT – B

CONTRACT AMENDMENT NO. 2



CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Miscellaneous Site Work for Public Works Environmental Services	MODIFICATION DATE: March 23, 2020
COUNTY CONTRACT NUMBER: 5012352	MODIFICATION NUMBER: Two (2)

The Contract is hereby modified as follows:

- 1. Option Year 2 is hereby exercised. The updated Contract expiration date is April 30th, 2021.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING AGENCY: Public Works, Environmental Services Lucas <small>Digitally signed by Lucas Higghman Date: 2020.04.15 09:56:29 -0400'</small> Luke Higghman, Branch Chief Higghman Marc T <small>Digitally signed by Marc T Aveni Date: 2020.04.15 09:34:56 -0400'</small> Marc Aveni, Division Chief Aveni	CONTRACTOR'S BUSINESS NAME AND ADDRESS: (print) M&F Concrete, Inc. 9515 Contractors Ct. Suite 100 Manassas, VA 20109 571.379.8761 marcos@mfconcreteinc.com
AGENCY'S AUTHORIZED SIGNATURE AND DATE: Thomas Smith <small>Digitally signed by Thomas Smith Date: 2020.04.15 09:53:14 -04'00'</small> <u>Thomas Smith, Acting Director of Public Works</u>	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:  <u>4/6/20</u>
PURCHASING MANAGER'S SIGNATURE AND DATE: Adam Manne <small>Digitally signed by Adam Manne Date: 2020.04.15 10:39:56 -04'00'</small> <u>Adam Manne, Purchasing Manager</u>	CONTRACTOR'S NAME AND TITLE: (print) Marcos Silva - President