

**Standard Contract**

**Contract # UCPUMW 22-1360**

**Contract Title: Corrective Maintenance and Repair for Water, Sewer and Storm Water Systems**

This contract, effective on 12 May 2022 by W.C. Spratt, Inc., hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the, "University" or "UMW".

**WITNESSETH** that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF CONTRACT: 12 May 2022 through 11 May 2023 with four (4) one-year renewal options that if exercised will extend the term to 11 May 2027.**

**CONTRACT DOCUMENTS:** The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor's proposal dated 11 March 2022, including all attachments;
3. The original solicitation, RFP # UCPUMW 22-1360 dated 3 February 2022.

All of which are incorporated herein by reference and constitute the "contract documents." Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

**CONTRACT ADMINISTRATION:** The Director of Maintenance Services or designee shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

**STATEMENT OF NEEDS:**

Work performed under this Contract will consist of corrective maintenance and emergency repairs of the University's water distribution infrastructure including, but not limited to: pipes, drainage structures, sewers and storm water systems. General work includes, but is not limited to: earthwork, grading, channel cleaning, gutters, drainage structures, pipe removal and installation for various materials (e.g., RCP, CMP, HDPE, PVC, etc.)

The contractor shall perform on-call corrective maintenance, and emergency repairs, as needed by the University.

The Contractor shall furnish all labor, supervision, equipment, tools, parts, materials and transportation necessary to repair the aforementioned water systems at UMW, in accordance with manufacturer's specifications.

The Contractor shall obtain all necessary licenses and/or permits required to perform this work.

The Contractor shall provide properly trained personnel, holding current technician's license and possessing minimum work related experience in the plumbing repair trade. Employees shall be licensed to work in the Commonwealth of Virginia.

Work shall be performed in accordance with all OSHA, EPA, Federal, State and local regulations.

“Call backs” or repeated requests for the same service to a particular instrument or system may be grounds for default action by the University. If the Contractor is deemed responsible for the “call backs”, there will not be an additional charge to the University.

Corrective maintenance provided outside of the normal working hours shall be performed at the overtime rate unless requested by Contractor. *Note: All Overtime shall be authorized by the University in advance.*

Contractor shall maintain a sufficient quantity of commonly required repair materials, supplies, and parts on hand and transport these materials, supplies, and parts to service site or have access to these materials, supplies, and parts within twenty-four (24) hours in order to prevent unnecessary downtime.

The Contractor shall provide corrective maintenance (repairs) on demand as required and requested by the University. Corrective maintenance/repair services shall be performed in accordance with the following:

1. Corrective maintenance services (repairs) shall be performed on a time and material basis. Such corrective maintenance shall be performed while Contractor is on-site prior to leaving premises provided parts are available.
2. Contractor shall provide to UMW a not-to-exceed written estimate, when requested, of job cost for corrective maintenance work prior to action. Contractor shall not begin work until authorization to proceed is received by UMW designee.
3. The University reserves the right to make or obtain other repair cost estimates prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the estimate provided by the Contractor is deemed unreasonable, the Contractor will be asked to review their estimate and resubmit. If the revised estimate is considered still to be unreasonable, the University reserves the right to obtain the repairs from other sources.
4. Contractor shall perform on all on-demand non-emergency corrective maintenance within a twenty-four (24) hour response time.
5. All work which does not meet the University’s approval shall be corrected within three (3) days.
6. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and act as contact person to the University. Contractor shall supply the name of a contact person with email address, phone number and cell phone.
7. Damages to equipment caused by the Contractor’s negligence shall be repaired at no cost to the University.
8. Contractor shall prepare and submit to the University a written estimate of the man-hours and Materials which may be required to perform any repairs.

In the event of an emergency, the Contractor shall provide on-site response within four (4) hours of receiving the call.

1. All emergency repairs shall be performed on a time and material basis unless it is determined that the cause of the failure or malfunction was due to the Contractor's failure to properly perform repair services. In this case, such repairs shall be made at no cost to the University.
2. On-call and emergency repairs authorized by the University which occur after the normal hours of operation shall be accomplished at the overtime hourly rate. If regular time work must be carried over and the Contractor wishes to continue to work beyond the University's normal hours of operation, authorization must be obtained from the University before proceeding.

The Contractor's employees shall be instructed that any work hours performed under this contract, shall comply with the following procedures:

1. Check in and out with the Plumbing Shop Supervisor or designee. When work is to be performed on a time and material basis, the University shall require hours worked, and materials used. A work ticket must be submitted to the Plumbing Shop Supervisor or designee on the date work was performed.
2. If water to any building must be stopped to perform any work, the Plumbing Shop Supervisor or designee shall be provided with information as to how long the system is anticipated to be out of service and nature of the service or repairs to be performed.
3. Check in and out daily with the University representation, as described above, if repairs or service must be carried over.
4. Upon completion of the work, and prior to departure, submit to the University representative a copy of the work report form, which shall include the following information:
  - i. Name and address of Contractor;
  - ii. Name of Contractor's employee(s) and working title(s);
  - iii. Dates work was performed and hours expended;
  - iv. Itemized list of materials used;
  - v. Description of work performed and equipment identification. Service ticket shall identify the problem, description of corrective measures taken and date and time unit was returned to regular service.
  - vi. Signature of Contractor's employee(s) and signature of University representative. Failure to turn in required maintenance and service tickets for each visit will result in non-payment of extra charge work and/or withholding of monthly maintenance funds.
5. Labor hours charged under this contract shall be paid only for productive time. Time spent for preparation of estimates, transportation of workers, and material acquisition is not directly chargeable, but is overhead and must be included in the hourly rates bid for labor. Breaks for lunch or other time the employees are away from the job site is not chargeable.

All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of manufacturer rebuilt or used parts may be authorized by the University on a case-by-case basis, provided, each part is warranted for the same period and under the same conditions as the new part.

Contractor shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of system(s).

All parts and materials provided under this contract shall be provided at the Contractor's actual paid price.

**Invoicing:**

1. Invoices must be submitted for each occurrence no later than thirty (30) calendar days following the last day of the month in which the service was performed.
2. A copy of the work report form(s) with the information required and a copy of all paid invoices for parts, permits, if any, and materials will be attached to the invoice(s).
3. All invoices must have the individual names, job title, and hours worked.
4. All materials must be billed at the Contractor's list price. Copies of the original material invoices from the Contractor's supplier shall accompany all invoices when materials are used. Pages from list price book to be copied and item highlighted showing price minus discount are acceptable. No Invoices will be accepted without documentation of material cost.
5. No invoice will be paid if information on work ticket does not match the information on the billed invoice.

**GENERAL TERMS AND CONDITIONS:** Refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

**SPECIAL TERMS AND CONDITIONS:**

**ADDITION AND/OR DELETION OF COVERED BUILDINGS:** Without penalty, during the contract period, buildings may be acquired, and new buildings constructed or renovated; which would necessitate addition or deletion of these buildings from the contract.

**ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

**ADVERTISING TO THE GENERAL PUBLIC:** No indication of services provided to the University of Mary Washington will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, if the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the University Contract Administrator, and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then

a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

**AS BUILT DRAWINGS:** The contractor shall provide the University a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the University with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the University upon completion of the work and prior to final payment.

**AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**BULK DELIVERIES:** To avoid single item deliveries, the University and Contactor shall work together to ensure bulk shipments are utilized to the maximum extent possible.

**CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days’ written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance

shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

#### **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
  - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - ii. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

#### **CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.

- A. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- B. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

**CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:** The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor’s contractor to the same extent as for any full-time or part-time Contractor staff.

- a. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.
- b. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor’s empowerment of an individual outside of UMW.
- c. UMW reserves the right to audit a Contractor’s background check process at any time.
- d. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- e. Screens shall include:
  - i. Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
  - ii. DOJ Sex Offender Search and individual evaluation of results
  - iii. County Criminal Search for all identified counties.

**CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for ten thousand dollars (\$10,000) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No		Specialty	
Licensed Class B Virginia Contractor No		Specialty	
Licensed Class C Virginia Contractor No		Specialty	

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** The contractor and any subcontractors are properly licensed for providing the goods/services specified, and shall remain properly licensed during the life of the contract. The contractor may be asked to provide proof of this licensure at any time by the University, if so requested.

**CONTRACTOR'S TITLE TO MATERIALS:**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

**DEBARMENT STATUS:** The contractor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

**DELIVERY POINT:** All items shall be delivered F.O.B. destination point, or as directed by the University.

**DELIVERY VEHICLE IDLING:** While waiting to advance toward the UMW loading dock to unload payloads, the driver should make every effort to minimize the idling time of the vehicle without risk of damage to temperature-controlled cargo.

**DRUG-FREE WORKPLACE:** 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes 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 the contract.

**ECOLABELS AND STANDARDS:** The U.S. Environmental Protection Agency (EPA) has established recommended specifications, standards, and Ecolabels to assist with identifying and procure environmentally sustainable products and services. The Contractor is strongly encouraged to utilize these recommendations when purchasing materials, parts, and products in support of this Contract. The recommendations are found on the [EPA site](#). The various Ecolabels, as identified by the EPA, are provided below:



**ELECTRONIC DOCUMENTATION & COMMUNICATION:** When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.

**ELECTRONIC WASTE DISPOSAL:** Disposal of electronic waste incurred in support of this Contract should be through a certified E-Waste Recycler.

**EMERGENCY RESPONSE NOTIFICATION:** In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. *It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.*

**ENVIROMENTALLY FRIENDLY PACKAGING:** Items shipped in support of this Contract should consist of the minimal amount of packing material necessary to protect the item(s) during shipment. As appropriate, packaging materials should consist of biodegradable materials.

**E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

**EXTRA CHARGES PROHIBITED:**

The proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

**FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with **§ 2.2-4201**, during the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, 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 chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete [sexual harassment training provided by the Department of Human Resource Management](#), and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

**FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>. Payment cannot be made for multiple fiscal years in advance of services.

**FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.

**FOREST STEWARDSHIP COUNCIL CERTIFIED (FSC) PAPER:** Contractor should utilize paper that is FSC certified when there is a requirement to provide hard copy documents. FSC certified paper will display the logo below:



**INDEPENDENT CONTRACTOR RELATIONSHIP:**

In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

**INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative identified by the University. Any omission or failure on the part of such representative to disapprove or reject inferior work or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the Contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

**INSPECTION OF JOB SITE:** Before assigned work, the contractor shall inspect the job site and be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

**INSTALLATION:** All items must be assembled and set in place, ready for University use. All crating and other debris must be removed by the contractor from the premises.

**INSURANCE:** The contractor and assigned subcontractors will maintain the following insurance coverage during the entire term of the contract and all insurance coverage will be provided by insurance companies authorized to see insurance in Virginia by the Virginia State Corporation Commission. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

**MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

**MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REGULATION COMPLIANCE:** Contractor's storage of motorized or hydraulic equipment on the UMW campus, either overnight or for a longer period of time, must utilize an absorptive spill pad (to isolate and contain small drips or leaks that may occur) with complete coverage beneath the vehicle or equipment undercarriage.

**NON-ASSIGNMENT:** Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.

**NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

**NOTICES:** Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University: University of Mary Washington  
Attn: Procurement Services  
1301 College Avenue  
Fredericksburg, VA 22401

If to the Contractor: W.C. Spratt, Inc.  
Attn: Douglas Tait  
491 Central Road  
Fredericksburg, VA 22401

**OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.

**OPTIONAL REDUCED CARBON EMISSION DELIVERY PLAN (RFP):** In addition to standard shipping costs, the Offeror shall also propose an alternative delivery plan that promotes an environmentally friendly approach to reduce carbon emissions. This plan should detail, at a minimum: the type of transportation utilized, the use of local suppliers, applicable fuel types (electric, gas, diesel, etc.), total miles traveled; delivery time variance between the standard and reduced carbon plan; the amount of carbon emissions reduced; and the cost to UMW. The Contractor is encouraged to include other pertinent information to assist UMW with the determination of the best approach.

**OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

**PAYMENT:**

1. To Prime Contractor:
  - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

a. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**PERMITS:** The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor. The Contractor shall comply with all applicable, federal, state and local laws, codes, and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property.

**PREVENTATIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

**PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**PROCUREMENT MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org>.

**PROHIBITION OF HAZARDOUS MATERIALS:** The use of hazardous material is prohibited in support of this Contract. A hazardous material is defined by the Institute of Hazardous Materials Management as any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

**QUALIFICATION OF OFFERORS:** UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities to satisfy questions regarding the Offeror's capabilities.

**QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

#### **RENEWAL OF CONTRACT**

This contract may be renewed by the University upon written agreement of both parties for four (4) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term. The contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index Schedule U – Other Services of the Consumer Price Index of the United States Bureau of Labor Statistics for the last twelve months for which statistics are available.

**SAFETY:** The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

**SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. [http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1\\_80.html](http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html). Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

**SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the procurement agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**TITLE IX:** Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

**UNDERSTANDING OF REQUIREMENTS:** The contractor certifies understanding of the following:

1. It is the responsibility of the contractor to clarify any requirements of this contract that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this contract.
2. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other documents must be in writing and submitted to the responsible Contract Officer, Patricia A. Canciglia, in the Procurement Services Office.
3. The contractor certifies a full understanding of the requirements of this contract and have familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to the contract.

**USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor shall:

- a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
- b. Store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of work or the work of any other contractor;
- c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; and
- d. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from UMW for parking.

**USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable.

**WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

**WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor categories, the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall maintain an "hours worked" log adequate for the contract administrator to confirm labor hours.

**WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

**WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
5. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
6. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

**METHOD OF PAYMENT:**

The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, **all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:**

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

1301 College Avenue  
Fredericksburg, VA 22401-5300  
[adminfinance.umw.edu/procurement](mailto:adminfinance.umw.edu/procurement)

Tel: (540) 654-1127  
Fax: (540) 654-1168  
[procure@umw.edu](mailto:procure@umw.edu)

## ATTACHMENT A

### PRICING SCHEDULE:

Job Title	*Fully Loaded Regular Hourly Rates	*Fully Loaded Overtime Rates (5PM-8AM Monday to Friday and on Weekends)
Superintendent/Foreman	\$85.00	\$127.50
Equipment Operator	\$70.00	\$105.00
Licensed Journeyman Plumber**	\$160.00	\$240.00
Plumbing Apprentice**	\$135.00	\$202.50
Laborer	\$55.00	\$82.50
Rental Rates for Equipment that the Contractor Owns: List Each Item and Proposed Rate.	See List Below.	

**\*Fully Loaded Labor Rate is a fixed hourly rate that includes labor rate, material, fringe benefits, profit, fees (including eVA fees) and all other indirect costs.**

**\*\*A licensed plumber is not required for every job, but may be needed occasionally.**

**NOTE: There is no minimum for short duration calls – payment is based on hours spent working on site and parts/equipment used. Supervision of contractor’s employees is required for all jobs completed on site, but not necessarily by a superintendent.**

**W.C. Spratt, Inc.**  
**Equipment Rental Rates**

<u>Equip No.</u>	<u>Description</u>	<u>Hourly Rate</u>
<b>Articulating Dump Trucks (Off-Road End Dumps) :</b>		
AD-16	Volvo A30D	\$165.00
AD-17	Volvo A30D	\$165.00
AD-21	Cat 725	\$155.00
AD-22	Cat 725	\$155.00
AD-23	Cat 725	\$155.00
AD-24	Cat 725	\$155.00
AD-25	Cat 725C2	\$160.00
AD-26	Cat 725C2	\$160.00
<b>Asphalt Zippers:</b>		
AZ-01	AZ-360 (Includes loader)	\$285.00
AZ-03	AZ-360 (Includes loader)	\$285.00
<b>Broom:</b>		
B-01	Rosco RB-48 Sweeper Broom	\$65.00
<b>Breakers:</b>		
BK-01	Atlas Copco SB 202 (For Takeuchi TL-130)	\$25.00
BK-02	NPK 12X (For EX35 Hitachi ZX200LC)	\$55.00
BK-03	Atlas Copco HB 3000 (For EX-52 Deere 350G)	\$100.00
<b>Dozers:</b>		
D-18	Case 550H	\$130.00
D-19	Cat D-5N LGP	\$150.00
D-20	Cat D-5G LGP	\$135.00
D-21	Cat D-5G LGP	\$135.00
D-22	Cat D-5G LGP	\$135.00
D-23	Cat D-5G LGP	\$135.00
D-25	Cat D-5K LGP	\$160.00
D-26	Cat D6K LGP	\$180.00
D-27	Cat D6K LGP	\$180.00
<b>Fork Lift:</b>		
FL-02	Cat V180B	\$125.00
<b>Drop Hammer:</b>		
DH-02	Arrow	\$90.00
<b>Excavators:</b>		
EX-30	Komatsu PC78 (w/Wrist o'Twist)	\$115.00
EX-32	Komatsu PC128 (w/Wrist o'Twist)	\$135.00
EX-33	Hitachi EX450LC-5	\$330.00
EX-35	Hitachi ZX200LC	\$150.00
BK-01	Hitachi ZX200LC W/ 3,000 FtLb Hammer	\$205.00
EX-36	Komatsu PC78 (w/Wrist o'Twist)	\$115.00
EX-37	Cat 345BL	\$315.00
EX-41	John Deere 270D	\$210.00
EX-42	Kubota KX-121	\$80.00
EX-44	Cat 305DCR (w/Wrist o'Twist)	\$85.00
EX-45	Komatsu PC78 (w/Wrist o'Twist)	\$115.00
EX-46	Hitachi ZX200LCS-3 (w/Hydraulic Thumb)	\$195.00
EX-47	Cat 329EL	\$220.00

**W.C. Spratt, Inc.**  
**Equipment Rental Rates**

<u>Equip No.</u>	<u>Description</u>	<u>Hourly Rate</u>
EX-48	Cat 329EL	\$220.00
EX-49	Hitachi ZX350LC-5	\$240.00
EX-50	Cat 312EL (w/Wrist o'Twist)	\$150.00
EX-51	Cat 320ELRR	\$175.00
EX-52	John Deere 350G	\$240.00
BK-03	John Deere 350G W/5,000 FtLb Hammer	\$340.00
EX-53	Cat 329FL	\$230.00
EX-54	Bobcat E85M	\$115.00
EX-55	Bobcat E85M	\$115.00
<b>Motor Graders:</b>		
MG-03	Cat 12H	\$145.00
MG-04	Cat 120H	\$130.00
<b>Pan:</b>		
P-04	Cat 615C Elevating Scraper	\$120.00
<b>Rock Saw:</b>		
RS-01	Vermeer OCC-135 Rock Saw	\$225.00
<b>Rollers:</b>		
R-12	Cat CS563C 84" Smooth Drum	\$120.00
R-15	Cat CB224C 47.2" Dual Drum	\$75.00
R-17	Cat CP323C 50" Padfoot Drum w/Leveling Blade	\$100.00
R-18	Cat CS433C 66" Smooth Drum	\$110.00
R-29	Bomag BW211D3 84" Smooth Drum	\$120.00
R-30	Cat CP563E 84" Padfoot	\$145.00
R-35	Cat CS56 84" Smooth Drum	\$140.00
<b>Scratchers (Rubber Tired Backhoes):</b>		
SC-11	Cat 420D 4X4	\$95.00
SC-14	John Deere 710G 4X4	\$155.00
<b>Skid Steers:</b>		
WL-19	Takeuchi TL-130 (Rubber Track)	\$85.00
WL-20	Takeuchi TL-130 (Rubber Track)	\$85.00
WL-22	Takeuchi TL-130 (Rubber Track)	\$85.00
WL-23	Takeuchi TL-130 (Rubber Track)	\$85.00
WL-24	Takeuchi TL-130 (Rubber Track)	\$85.00
BK-01	Takeuchi TL-130 W/Hammer	\$100.00
WL-26	John Deere 333E (Rubber Track)	\$110.00
WL-27	John Deere 333E (Rubber Track)	\$110.00
<b>Track Loaders:</b>		
TL-10	Cat 953C	\$150.00
TL-11	Cat 953C	\$150.00
<b>Trench Compactors:</b>		
TC-01	Bomag BMP8500	\$90.00
TC-02	Bomag BMP8500	\$90.00
TC-03	Bomag BMP8500	\$90.00
TC-04	Bomag BMP8500	\$90.00
TC-05	Bomag BMP8500	\$90.00
TC-06	Bomag BMP8500	\$90.00

**W.C. Spratt, Inc.**  
**Equipment Rental Rates**

<u>Equip No.</u>	<u>Description</u>	<u>Hourly Rate</u>
<b>Wheel Loaders:</b>		
WL-11	Cat 950G	\$125.00
WL-12	Cat IT-28	\$100.00
WL-17	JD TC44H	\$95.00
WL-21	JD 544J	\$110.00
WL-25	Cat 930K	\$125.00
WL-28	Cat 930M	\$130.00
WL-29	Cat 926M	\$125.00
<b>Wheel Tractors:</b>		
WT-3	JD 4630 (w/ 10ft disk or sheepsfoot roller)	\$75.00
WT-4	Ford 2600 Utility Tractor (W/Sweeper)	\$55.00
<b>Dump Trucks:</b>		
DT-17	Mack RD-688 Triaxle	\$110.00
DT-18	Mack RD-690S Triaxle	\$115.00
DT-19	Int'l 4700 Single Axle	\$60.00
DT-20	Int'l 4700 Single Axle	\$60.00
DT-21	Mack CV700 Triaxle	\$125.00
<b>Tractor &amp; Trailers:</b>		
RT-14TR-28	Mack C613 Tractor and CTS 28' Steel Body Demo Trailer	\$120.00
<b>Water Trucks:</b>		
MT-16	Mack RD w/3,500 Gallon Tank & Spray Bars	\$110.00
MT-24	Kenworth T-800 4,000 Gallon Tank & Spray Bars	\$120.00
MT-37	Ford F750 2,000 Gallon Tank & Spray Bars	\$95.00
<b>Mobilization Charge (2 Hr Minimum):</b>		
RT-12TR-12	Mack CL713 Tractor and Talbert 50 Ton Lowboy	\$160.00
RT-12TR-12W	Lowboy Wide Loads	\$175.00
RT-14TR-27	Hydraulic Sliding Tail	\$160.00
MT-23	Roll Back	\$135.00
<b>Trench Boxes</b>		
TB-5 - 17	Trench Box 50# Deposit & Damage Waiver Req'd. - Weekly -	\$800.00

**NOTES**

1. All equipment is with a 4 hour minimum.
2. Overtime Prices are at 1.5X the posted rate.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.**

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR**

**UNIVERSITY OF MARY WASHINGTON**

Signature: 

Signature: \_\_\_\_\_

Printed Name: D. Douglas Tait

SignNow e-signature ID: acefe76964...  
04/01/2022 15:45:43 UTC

Printed Name: Melva A. H. Kishpaugh

Title: President

Title: Director, Procurement Services

Date: 04/01/2022

Date: April 4, 2022

FEI/FIN#: 54-0635157

Phone: 540-373-2002

Email: dtait@wcsprattinc.com