

**COOPERATIVE CONTRACT BRIDGE AGREEMENT
BETWEEN THE UNIVERSITY of MARY WASHINGTON AND BRIGHTVIEW
COOP UMW 22-1376 / GMU 1743-21
Landscaping and Snow and Ice Removal Services for UMW**

Term of 1 year commencing 1 October 2022 and ending 30 September 2023 with three (3) one-year renewal options that if exercised will extend the term to 30 September 2026

In accordance with the terms and conditions of the original George Mason University Contract, (Contract GMU 1743-21) for Landscaping and Grounds Support (including Snow Removal), the University of Mary Washington hereby enters into Agreement with Brightview for the following scope of services.

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

1. This signed Bridge Agreement;
2. Brightview's Proposal and Pricing Attached
3. Original Contract (GMU 1743-21) including any modifications, addenda, and the solicitation.

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.

TERM OF THIS BRIDGE AGREEMENT: 1 October 2022 through 30 September 2023 with three one-year renewal options that if exercised will extend the term of the contract to 30 September 2026.

PRICING: See attached price schedule (Brightview's Proposal and Pricing Attached)

SCOPE OF SERVICES:

LANDSCAPE AND GROUNDS SERVICES:

Brightview shall furnish all labor, equipment and materials necessary to provide landscape services in accordance with the terms and conditions described herein. All equipment and materials must meet the approval of the University. Brightview may be required to provide local pick-up of materials from various designated sites and delivery of materials to the designated location on University property.

1. GENERAL REQUIREMENTS/ALL AREAS:

- a. Brightview shall provide service as follows:
 - i. The normal working hours for this agreement shall be from 7:00AM – 6:00PM, Monday through Friday.
 - ii. Any variations to working hours are to be approved by the University's assigned Contract Administrator.
 - iii. Whenever possible, the University will provide five (5) days advance notice of schedule changes made necessary by special activities.
 - iv. Weather will not be a factor in the prevention of performance.

- b. The Work site shall include all designated cultivated turf and ornamental areas.
- c. Work shall consist of: Mowing, Edging, Leaf Removal, Removal of Debris resulting from landscaping operations (including any debris/trash which is in the path of any mowing operation), pruning, pesticide application, over-seeding, aeration, fertilization, bush hogging and liming. Where necessary, Brightview is responsible for manual operations to comply with this agreement.
- d. Brightview shall perform its operation with sufficient frequency at all times, except as noted below, in order that work is in compliance with all requirements and specifications of this agreement, consistently presenting a neatly trimmed appearance.
- e. Chemical application shall be approved by the Owner's Representative and be in accordance with the University of Mary Washington Grounds IPM and Best Management Practices Policy, VPI&SU Extension Service recommendations, and all State and Federal guidelines for application and certification.
- f. Completed work shall be inspected and accepted or rejected by the Owner's Representative or a designated/authorized representative of the University within five (5) days.
- g. Parking of Vehicles and Equipment:
 - i. Brightview must adhere to the rules of the University of Mary Washington, as applicable, in reference to the parking of vehicles. At no time may Brightview's personnel park vehicles in grassy or maintained areas.
 - ii. Brightview shall make arrangements for parking vehicles and equipment at the work site. All driveways, sidewalks and other means of egress shall be kept clear to avoid obstructing vehicular or pedestrian traffic.
 - iii. Brightview's off-road riding equipment may be parked in the work area while preparing to start work or during short breaks authorized by Brightview for its employees. At all other times, the equipment must be parked in an area that is designated for vehicular traffic. This is to prevent damage to the turf and walks from drips and/or spills from the equipment.
- h. University/Contractor Meetings:
 - i. The Owner's Representative and management representative of Brightview shall meet monthly and on an "as requested" basis, unless it is mutually agreed that the scheduled meeting is unnecessary.
 - ii. The Owner's Representative will determine the location for the meeting. Brightview's time spent for the meeting(s) shall be at no cost to the University.

2. **TURF AND ORNAMENTAL MAINTENANCE:**

- a. The following services shall be provided on a regular basis and is to be included in the base pricing: mowing, edging, leaf removal, debris removal, fall over-seeding, aeration.
- b. The following may be requested by the University in addition to regular services: additional over-seeding application, additional mowing, additional aeration and fertilization, pH modification (liming), chemical applications including herbicides, fungicides, and insecticides.
- c. Equipment: The following provisions apply to all equipment or power tools used by the Contractor/Subcontractor or its employees in the performance of this agreement:
 - i. All equipment will be in good repair and have proper guards and safety devices installed and in use at all times.
 - ii. Equipment utilized in the performance of work "on turf" areas must have turn type (knobby, ribbed or equal) tires. No mower, tractor or other large equipment will be operated on turf areas without this tread type.
 - iii. Mowing equipment with a cutting width greater than 24 inches shall have rotary cutting blades horizontally mounted on a deck in front of the engine. Exception(s): Bush hogs, flail mowers, and gang type reel mowers. These type

mowers may only be used in open fields with the approval of the Owner's Representative.

- iv. All blades shall be maintained with a sharp cutting edge so that the grass blade is cleanly cut leaving no torn, ragged, or uneven blades. Torn, ragged, or uneven blades will not be acceptable.
- v. Areas recognized and/or identified to be unacceptable shall be re-cut with sharp blades.
- vi. Equipment utilized for mowing, leaf removal or de-thatching shall be properly guarded to prevent flying or thrown objects by the equipment.
- vii. Equipment utilized in edging operations shall be properly adjusted and aligned. The cutting blade(s) shall have a sharp edge with sufficient weight to give a clear, clean cut. Mashing down or over-riding of the materials to be cut will not be permitted.
- viii. Prior approval from the Owner's Representative shall be required in the event that rental or use of heavy equipment for special services is necessary.

d. Mowing:

- i. During peak mowing seasons, typically March-July and September-October, weekly mowing is expected. Any increased frequency must be approved by the Owner's Representative. Any additional mowing must be approved by the Owner's Representative and will be billed at the per mowing rate as stated in the Pricing Schedule.
- ii. All turf will be mowed and trimmed concurrently and started and completed within the same day.
- iii. All walks, drives, curbs, edges and building and other obstacles in mowed areas must have a neatly trimmed edge.
- iv. Brightview shall perform mowing in such a manner to ensure that the total area is cut according to required cutting height.
- v. After the initial cutting, no more than 1/3 of the grass blade shall be removed during any one mowing operation.
- vi. Mowing operations shall be timed properly to maintain the height of the grass as specified and eliminate an accumulation of seed heads.
- vii. Specified mowing heights are 3 to 3.5 inches. Mowing heights are measured with mowers on a flat, paved surface.
- viii. Grass clippings shall be collected whenever they are excessive, clumped, or when they will detract from the appearance and/or health of the lawn as determined by the Contract Administrator. Grass clippings shall be blown off of walk and roadways and kept out of storm drains and culverts.
- ix. Additional collection of grass clippings may be necessary for special events and activities as directed by the Contract Administrator.
- x. Brightview shall be responsible for the removal of any trash or debris from the path of mowing equipment prior to the cutting of lawns and fields. Should trash or debris be shredded by Brightview's operation, it shall be the responsibility of Brightview to pick it up immediately. Trash and debris shall be removed. No Trash or Debris will be placed in beds or adjacent wood lines.
- xi. Uneven and/or terraced cuts to any lawn areas will not be permitted. Should this occur, the equipment shall be considered as defective or deficient, and the area will be re-cut within 24 hours with non-defective equipment at no additional cost to the University.

- e. Edging:
 - i. Edging shall be by manual and/or mechanical means. All sidewalks, curbs and other hard scape surfaces, patios, etc.
 - ii. Edging shall be completed twice monthly during the growing season, defined as March 15 – November 15. Any additional edging must be approved by the Owner’s Representative and will be billed the per edge rate as stated in the Pricing Schedule.
 - iii. The Contractor shall be responsible for the daily removal of the residue from edging operations.
 - iv. Additional edging may be requested based on the hourly rate as stated in the Pricing Schedule.
- f. Leaf Removal:
 - i. Leaf removal shall be the responsibility of Brightview
 - ii. Removal of the leaves and gumballs should begin as needed, but no later than November 1.
 - iii. Leaf removal shall be performed on the entire complex, as needed during leaf removal season to prevent matting and/or damage to the lawn area, which may be accomplished by mowing until it becomes excessive, clumps or when it will detract from the appearance or health of the turf as determined by the Contract Administrator.
 - iv. Leaf removal by manual means shall be performed when the turf area is wet or where damage by mechanical means to turf areas would occur.
- g. Debris:
 - i. Property will be policed upon each visit to remove sticks, trash and other items from lawns, beds, walks and driveways.
 - ii. All debris generated by Brightview will be cleaned up daily.
 - iii. All trash, thatch, grass clippings, and leaves shall be removed from the site by Brightview at his own expense. Sidewalks, steps, and doorways will be cleaned concurrent with the operation ongoing at that time.
 - iv. Brightview shall not utilize the site or adjoining areas as a dumpsite. Dumpsters, open areas, and lots may not be utilized by Brightview for the disposal of the debris, clippings, leaves, or thatch.
- h. Aeration:
 - i. When applicable, all turf areas, with less than 3:1 slope, shall be core-aerated twice a year, as directed by the Owner’s Representative. One of which will proceed the fall over seeding.
 - ii. Brightview must ensure areas adjacent to walks, buildings and other obstacles are aerated utilizing appropriately sized equipment to maintain complete coverage.
 - iii. Brightview will locate all irrigation heads and valve boxes prior to commencing with aeration operations.
 - iv. Brightview is responsible for repair and/or replacement of any items damaged while performing this operation.
- i. Fertilization:
 - i. All turf areas shall follow a fertilization program as designed by the University’s DCR Approved Nutrient Management Plan. Turf fertilizer applications will be applied as directed by the Owner’s Representative, on a per application basis. (All fertilizers will be granulated). Pricing will be on a per pound of material applied. Brightview may be requested to supply the materials or UMW may supply material at its discretion.

- ii. All fertilizer applications shall be done in accordance with current state and federal law.
 - j. pH Modifications:
 - i. Soil in turf areas shall be modified at the Owner's request so that pH readings fall within the optimum range for turf grasses, as recommended by the University's DCR Approved Nutrient Management Plan.
 - ii. Brightview is to supply all materials.
 - iii. pH modification shall be billed on the per pound rates.
 - iv. The Owner reserves the right to seek other quotes and use other providers if it is in the best interest of the University.
 - k. Overseeding:
 - i. Over-seeding of turf areas shall be accomplished immediately following the fall core aerating.
 - ii. Seeding will be completed with powered slit seeder type machinery (no broadcast seeding).
 - iii. Brightview is to supply all materials.
 - iv. Application rates, seed mix, and timing shall be as recommended by VPI&SU current publications and approved by the Owner's Representative.
 - v. Tall Fescue Mix – A three-way blend of "Turf Type" Tall Fescue varieties for over-seeding existing turf.
 - 1) All varieties shall be on the current VA/MD Turf Grass recommendation lists.
 - 2) Material shall be bagged and labeled in quantities of 50 pounds.
 - 3) All bags shall be intact and show no signs of damage of any type.
 - 4) Seed shall have been tested for purity, germination and for use during the current season.
 - vi. Perennial Rye – A certified single variety or blend.
 - 1) All varieties shall be on the current VA/MD recommendation lists.
 - 2) Material shall be bagged and labeled in quantities of 50 pounds.
 - 3) All bags shall be intact and show no signs of damage of any type.
 - 4) Seed shall have been tested for purity, germination and for use during the current season.
 - vii. Brightview may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
 - l. Turf Chemical Applications:
 - i. Chemical Applications include pre-emergent and post-emergent herbicides, fungicides and insecticides.
 - ii. Chemical applications shall be approved by the Owner's Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Service recommendations.
 - iii. Chemical applications will be requested based on an hourly rate as stated in the Pricing Schedule.
 - iv. Brightview may be requested to supply the materials or the University of Mary Washington may supply materials at its discretion.
 - v. All Chemical applications shall be done in accordance with state and federal law.
 - vi. Contractor must supply SDS sheet on all chemicals used.

3. **LANDSCAPE MATERIAL OPERATIONS:**

- a. Weeding may include post and pre-emergent herbicide applications.
- b. The following may be requested by the University in addition to regular services: additional over-seeding, additional mowing, additional aeration and fertilization, pH

modification (liming), chemical applications including herbicides, fungicides, and insecticides.

- c. All services will be bid on a “not to exceed” basis.
- d. Pruning:
 - i. Ornamental trees, shrubs, ground cover, and flowerbeds shall be pruned to remove dead or damaged branches, develop natural form, maintain plant shape and promote growth.
 - ii. Material shall be trimmed to keep it within its intended bounds and to the intent of the landscape design and the Owner’s Representative.
 - iii. Timing shall be as recommended by VPI&SU current publications.
 - iv. All pruning shall be completed in compliance with ANSI A300 and Z133.1 Standards.
- e. Ornamental Fertilization:
 - i. All material shall follow a fertilization program as designated by the University’s DCR Approved Nutrient Management Plan and as approved by the Owner’s Representative.
 - ii. All chemical applications shall be done in accordance with current state and federal law.
 - iii. All fertilizers will be granulated.
 - iv. Contractor will be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
- f. Mulching:
 - i. Plant material shall be maintained in neatly defined beds of well-aged, uniform, pine bark mulch, such as Norfleet @ Virginia Pine Fines or shredded hardwood as approved by the Owner’s Representative, free of foreign matter and at an accumulated depth of no greater than three (3) inches, as directed by the Owner’s Representative.
 - ii. Brightview will supply materials.
 - iii. Entire site to be mulched once annually (March) and completed as one operation.
 - iv. All mulch beds must have edges defined, twice annually.
 - v. Mechanical edgers may not be utilized within five (5) times the diameter breadth height (DBH) of any tree to avoid root damage.
 - vi. These areas must be edged by manual methods to avoid any damage to plant roots.
 - vii. Edging spoils may not be placed back in beds.
 - viii. Contractor may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
- g. Weeding:
 - i. All planting beds, sidewalks and curbs shall be weeded to maintain a neat weed-free appearance.
 - ii. No weeds larger than 3 inches tall or in diameter or greater numbers than 3 per Sq. Foot will be in compliance with this agreement.
 - iii. Manual means and pre-emergent (soil applied) and post-emergent (foliage applied) herbicides shall be used with the approval of the Owner’s Representative.
 - iv. Brightview will supply all materials and labor to keep beds weed free.
 - v. Chemical Applications including pre-emergent and post-emergent herbicides shall be approved by the Owner’s Representative in accordance with the UMW Grounds IPM Policy and VPI&SU Extension Recommendations.
 - vi. Dead weeds (from herbicide applications) must be removed from beds and mulched areas as to eliminate unsightly conditions within 7 days.

- vii. All Chemical applications shall be done in accordance with current state and federal law.
 - viii. Brightview must supply SDS sheet on all chemicals used.
 - h. Other Chemical Applications:
 - i. Other Chemical Applications may include fungicides and insecticides.
 - ii. Chemical applications shall be approved by the Owner's Representative in accordance with UMW Grounds IPM Policy and VPI&SU Extension Service Recommendations.
 - iii. Brightview may be requested to supply the materials or the University of Mary Washington may supply material at its discretion.
 - iv. All Chemical applications shall be done in accordance with state and federal law.
 - v. Contractor must supply MSDS sheet on all chemicals used.
 - i. Bush hogging:
 - i. Designated areas will require bush hogging on an annual or semiannual basis as determined by Owner's Representative.
 - ii. All bush hogging shall be performed with sharp blades and or equipment that gives an even cut.
 - iii. All designated materials missed or left standing will require to be recut.
 - iv. Areas where heavy equipment may not traverse safely or effectively will have to be cut with hand-held equipment such as line trimmers, etc.
 - v. Brightview shall be responsible for the removal of any trash or debris from the path of moving equipment prior to the cutting of lawns and fields.
 - vi. Should trash or debris be shredded by Brightview's operations, it shall be the responsibility of Brightview to pick it up immediately.
 - vii. Trash and debris shall be removed from premises completely.
 - viii. No Trash or debris will be placed in beds or adjacent wood lines.
 - ix. Specified mowing heights are 5 to 6 inches. Mowing heights are measured with mowers on a flat, paved surface.
- B. **LANDSCAPING:** Minor landscaping and other projects may be mutually agreed upon during the course of this agreement. These projects may be on any UMW-owned, leased or controlled properties including properties owned or controlled by the UMW Foundation. If initiated, such projects will be approved by the Contract Administrator. UMW reserves the right to seek other quotes and use other providers if it is deemed to be in the best interest of the University.

SNOW AND ICE REMOVAL – Currently Limited to Zone 3 Locations; however, additional locations may be added at the discretion of UMW.

Brightview will provide snow and ice removal management services for the University of Mary Washington Fredericksburg Campus (Zone 3) and the University of Mary Washington Dahlgren Campus. Brightview shall furnish all labor and equipment necessary to provide snow removal and ice management services in accordance with the terms and conditions described herein.

Brightview shall provide its operations with sufficient frequency so that, at all times, the Contractor's work is in compliance with all requirements and specifications of the agreement, consistently providing a safe means of vehicular and pedestrian passage at the work sites.

Brightview representatives shall have a consistent designated foreperson at each site at all times while operations are in progress. The designated representative should speak and understand the English language fluently and have at least three (3) years of commercial snow removal and ice management experience, as well as familiarity with the campus work area. The designated representative shall report to the University Landscaping and Grounds Manager or

designee daily when work is being performed under the agreement. The contractor's foreperson shall be thoroughly familiar with this agreement and have the authority to make daily decisions for Brightview. Brightview representatives shall contact the University at the beginning of each workday to provide and obtain information on that day's work.

Brightview shall cooperate with UMW concerning the scheduling of work, change of work location(s) due to classes, testing, or special events and/or the performance of additional work. Brightview shall promptly notify the University if any change in work location or schedule will prevent the Contractor from meeting the requirements set forth in the specifications.

UMW will not be responsible for loss or damage of the Contractor's supplies, tools, and/or equipment. Brightview is responsible for providing identification and security for such items at its own expense. No equipment will be stored on site, without prior approval from the University Landscaping and Grounds Manager.

Brightview personnel shall behave in a professional manner at all times while on University property. They shall dress in a neat manner. Use of abusive language, harassing employees, students or visitors is prohibited and will be considered grounds for dismissal and cancellation of this agreement. Brightview personnel shall be issued uniforms or name tags by Brightview identifying them as employees of the company. Use of interior facilities is strictly prohibited, except, as arranged in advance with the University. Smoking on campus is prohibited. Brightview shall be responsive in returning to correct deficiencies immediately upon receiving a request from the University. Brightview shall take care not to disturb property owners adjacent to the work sites. Brightview shall exercise caution at all times to ensure the safety of personnel and property. Safety provisions and applicable laws and ordinances shall be strictly observed.

Snow removal and ice management services shall be provided upon receipt of telephone request from the University. Brightview shall respond with as little as two (2) hours of notice. Response may be required any day of the week, including weekends. The rate cited in this agreement (see attached pricing schedule) shall be applicable for all work. No allowances shall be made in the rate paid for weekend or overtime work. Brightview shall be paid an hourly rate. Brightview shall provide sufficient personnel and equipment in order that the work sites shall be cleared of snow as soon as practicable and maintained continuously until the end of the snow/ice event. Brightview shall visit the work sites and become thoroughly familiar with the work areas prior to undertaking snow removal and ice management. Brightview shall then train and instruct employees to avoid striking manholes, junction boxes, and other such covers, curbs, gutters, etc. or from straying from sidewalks or pavement into lawns, plant beds, etc. Brightview shall be responsible for the expense of correcting damages to property resulting from snow removal, ice management, and equipment deficiencies. Correction of damages should be completed as soon as possible. Brightview shall be responsible for removal of snow from designated pavement areas, including roads, parking lots, exterior steps, ramps and sidewalks. All snow shall be removed completely and cleared in a manner that will not create a flow of water from melting run-off that might freeze, creating icy conditions or interfere with visibility of pedestrian or vehicular traffic. Snow shall be cleared from pavement by use of plow trucks and tractors with blades. Sidewalks shall be cleared with powered equipment. All snow shall be removed and cleared in a manner that does not block drop inlets, drains, hydrants or dumpster access. Steps and ramps, and in some instances, sidewalks for restrictive access shall be cleaned by hand, using shovels or other hand tools. In the event of excessive accumulations, Brightview may be asked to employ a loader and dump truck to remove snow from those locations where snow cannot be adequately dispersed. UMW may choose to either provide their own equipment and labor or pay Brightview to accomplish based on rates included in this agreement for dump truck and loader work. Snow shall be dispersed in a manner that shall not block egress through driveways, parking lots, sidewalks and steps. In the event of excessive accumulations, some laxity of this requirement may be allowed if approved in advance by the University. **Extreme care shall be taken to avoid covering or damaging plants and shrubs with snow.**

Quick and thorough clearing of handicapped parking spaces and ramps shall be given top priority. In the event of icy conditions, Brightview will spread chemical deicers and/or abrasives. Brightview shall spread agency supplied chemical deicers as necessary on pavement, sidewalks, steps and ramps as directed by the University. The University may purchase Ice Melt chemicals (road salt, magnesium chloride, calcium chloride, etc.) from Brightview based on current market and without mark-up. A designated site for pickup of University provided materials will be determined. Deicers

shall be applied at rates recommended by the manufacturer and in a manner to avoid excessive accumulation. No ice melt products containing urea shall be used. Brightview may also be required to spread contractor supplied abrasives (sand – cost per ton applied) in areas of vehicular and pedestrian passage when icy conditions prevail.

Brightview shall be responsible for furnishing, maintaining and transporting all necessary equipment, fuel and abrasives (sand) for snow removal and ice management. The University may supply all ice/snow melting chemicals needed for snow and ice management. All equipment shall be maintained in good working order to prevent unplanned downtime or property damage during snow removal and ice management. UMW reserves the right to evaluate the appropriateness of the equipment provided by Brightview and reject those pieces from use that are deemed unsuitable.

Snow removal and ice management will be accomplished in order of the priorities set. All roadways shall be cleared curb to curb, steps and sidewalks from edge to edge. All hand rails shall be cleared also. Where sidewalks intersect a road, the Contractor must insure clear pedestrian passage from sidewalk to road surface. Each level of priority will be done concurrently. All Priority I level responsibilities shall be maintained continuously from time of request of service until the end of the snow/ice event. Priority II level responsibilities shall be maintained as specified for that site. Priority III level responsibilities must be cleared as soon as practical or as directed by UMW, not to exceed 24 hours after the end of the snow/ice event.

Fredericksburg Campus (Currently Limited to Zone 3)
This Information is Provided for Informational Purposes

Priority I: All Priority I level responsibilities shall be maintained continuously from time of request of service until the end of the snow/ice event. All assigned roads surrounding the main campus shall remain Priority I to allow access for emergency and work vehicles.

Priority II: Priority II level responsibilities include residential and academic building walkways and parking lots maintained continuously from time of request until the end of the event.

- Sunken Road city sidewalks from William Street to Campus Walk.
- Sidewalks along Campus Drive from back gate to Lee Hall Circle.
- Steps and sidewalks leading from Sunken Road lots to Campus Drive at North Corner of Willard.
- All sidewalks and steps at 1004 College Avenue (including city walks)
- All sidewalks and steps at 1201 College Avenue (including city walks)
- All sidewalks and steps at 1104 College Avenue (including city walks)
- City sidewalks along College Avenue William Street to Jefferson Davis Highway (University Side)
- City sidewalks along College Avenue from Thornton Street to Powhatan Street (Heating Plant Side)
- City sidewalk along College Avenue from Thornton Street from College Avenue to end of Parking Lot (Parking Lot Side).
- Sidewalks from Thornton Street City Sidewalk to Parking Lot.
- City sidewalk along Powhatan Street from College Avenue to end of Parking Lot (Parking Lot Side).
- City sidewalk at Cornell House (from alley to Sunken Road and from corner of Cornell Street and Sunken Road end of property).
- City sidewalks around Hostess Building and from city sidewalk up to two front doors, and parking lot.
- Sunken Road North lot (closest to Parking Deck).
- Sunken Road South lot (long narrow lot).
- Jepson Alumni Center parking lot side walk to rear double doors and parking lot.
- Hanover Street sidewalk from Tennis Center to Sunken Road (do not cross neighbors walk with equipment).
- Jefferson Davis Highway city sidewalk from College Avenue to Canal and City sidewalk along Snowden Street to College Avenue to Route 1 and South along Route 1 to Snowden Street.

Priority III: Priority III Level responsibilities must be cleared as soon as practical or as directed by the University, not to exceed 24 hours after the end of the snow/ice event.

University of Mary Washington Apartment Complex

Priority I: All Priority I level responsibilities shall be maintained continuously from time of request of service until the end of the snow/ice event.

- All driveways, including William Street Lot, and all entrances and exits to William Street and College Avenue. Snow shall not be cleared in such a manner that access to church parking spaces from College Avenue is blocked.
- Front entrances and front steps (parking lot side) of all buildings, including the Club House and maintenance buildings.
- All sidewalks except interior courtyard walkways unless otherwise specified.
- Rear entrance and connection walks from 1104B to 1106.
- William Street sidewalk from the William Street vehicular entrance to the corner of William Street and College Avenue. William Street sidewalk from the William Street vehicular exit to the corner of William Street and Sunken Road.
- Corner of William Street and Sunken Road to William Street lot.
- Connector sidewalk from William Street parking lot to UMW Apartments.

Priority II: All Priority II level responsibilities shall be maintained as specified for site. Immediately upon completion of Priority I areas at UMW Apartments or as directed.

Priority III: Priority III level responsibilities must be cleared as soon as practical or as directed by the University, not to exceed 24 hours after the end of the snow/ice event.

- Interior courtyard sidewalks and entrances.
- Dumpster access.
- Emergency exit areas.
- Drop inlets, drains, hydrants

Priority IV: All Priority IV level responsibilities shall be done at time to be scheduled between the Contractor and the University. The Contractor should expect the presence of multiple vehicles parked in the lots.

- Parking Lot Spaces.
- East half of West (remote) Parking Lot (upon request only).

Dahlgren Campus

Priority I: All Priority I level responsibilities shall be maintained continuously from time of request of service until the end of the snow/ice event.

- Emergency vehicle access. A minimum of single lane from University drive entrance to the parking lot area adjacent to the main entrance and to the service road located at the rear of the building.

Priority II: Priority II level responsibilities:

- Academic building walkways and parking lots (including access to dumpsters) shall be cleared Monday through Friday by 7:30am. These areas will be maintained until 10:30pm (other hours may be necessary to facilitate special events).

CONTRACT ADMINISTRATION: The Landscape and Grounds Manager, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under this agreement to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

TERMS AND CONDITIONS: This agreement, made by the University of Mary Washington, an agency of the Commonwealth of Virginia, is governed in all respects by the laws of the Commonwealth of Virginia, including §23-1.1003 of the Code of Virginia and the associated Rules Governing Procurement of Goods, Services, Insurance and Construction (The Rules) and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and Their Vendors; the provisions of which are available at <https://vascupp.org>

By accepting and performing against this agreement, Brightview attests acceptance and compliance with the provisions found in applicable Virginia law, including the terms and conditions below:

1. Sales to the University are normally exempt from State taxes. [State sales and use tax certificate of exemption form ST-12](#) may be specifically issued upon request.
2. Pricing shall include shipping F.O.B. destination unless over-the-counter purchase.
3. Goods delivered or services rendered must be strictly in accordance with this agreement and cannot deviate in any way from the terms, conditions or specifications without the prior approval of the University. Equipment, materials, or supplies delivered under this agreement and are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
4. The supplier must provide a current Safety Data Sheet (SDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. SDS should be sent to: University of Mary Washington, Attn. Office of Environmental Health and Safety, Hamlet House, 1301 College Avenue, Fredericksburg, VA 22401 or email to: safety@umw.edu
5. The University's standard payment terms are NET 30, unless otherwise negotiated by the University or University's banking services provider. The University will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier. To receive payment, a valid University of Mary Washington Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order. Payment may not be made until an authorized agent of the supplier has [registered with the University of Mary Washington](#).
6. The following provisions apply to an agreement made under a federal grant; Appendix II to Part 200 – Contract Provisions for non-Federal Entity contracts under Federal Awards. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order.
7. This order may be subject to federal oversight. The vendor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).

8. This order is the entire agreement between the University (including University employees and other End Users) and the supplier. In the event that the supplier enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this order shall apply.
9. Immigration: Contractor does not, and shall not during the performance of this agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
10. If the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace shall apply.
11. This public body, University of Mary Washington, does not discriminate against faith-based organizations in accordance with the Governing Rules §36 or against a bidder or offeror, vendor, or contractor because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.
12. The University reserves the right to cancel and terminate this agreement, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any 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 termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
13. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The agreement shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
14. This agreement 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 agreement in their entirety. The manual may be viewed at <http://vascupp.org>.
15. This agreement may be renewed by the University upon written agreement of both parties for three (3) successive one year periods under the terms of the current agreement.
16. 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.
17. 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.
18. The contractor agrees that the goods or services 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 provision.
19. This agreement may be renewed for three (3) successive one-year periods. Prior to exercise of next option period, adjustments consistent with the Consumer Price Index of the United States Bureau of Labor Statistics for the last twelve months can be made in pricing if requested by the contractor.
20. No portion of this work can be subcontracted without prior written consent of the University.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Solicitation which are a mandatory part of the resulting agreement.

SPECIAL TERMS AND CONDITIONS:

ANTITRUST: By entering into this agreement, 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 this agreement.

CANCELLATION OF AGREEMENT: The University reserves the right to cancel and terminate this bridge agreement, in part or in whole, without penalty, upon thirty (30) days' written notice to the Contractor. Any 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 termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.

CHANGES TO THIS AGREEMENT: Changes can be made in any of the following ways:

1. The parties may agree in writing to modify the scope of this agreement . An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the agreement.
2. The University may order changes within the general scope of the agreement at any time by written notice to the contractor. Changes within the scope of the agreement 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 agreement, 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 agreement. 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 price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes 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 shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance generally.

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 agreement, 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 this agreement, 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 contractor 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.

CONTROLLING VERSION: The PDF version of the agreement 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 issued by UMW Procurement Services unless accepted in writing by the University.

DEBARMENT STATUS: By participating in this procurement, the vendor 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 agreement. Vendor 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 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.

DRUG-FREE WORKPLACE: During performance of services, 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/agreement 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 agreement.

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.*

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 an agreement in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services 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 established 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 agreement, 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 1st through June 30th. 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 termination.

INDEPENDENT CONTRACTOR RELATIONSHIP:

In performing any and all of the services to be provided, 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.

INSURANCE: The contractor certifies it has and will maintain the following insurance coverage. 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. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the agreement and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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 agreement 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 performance of this agreement. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicles).

NON-ASSIGNMENT: Neither Party shall assign or transfer its rights or obligations under this agreement 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. This agreement shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.

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

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. All invoices shall show the contract/agreement number and/or purchase order number. 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.
 - b. All goods or services provided under this agreement or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the agreement price, regardless of which public agency is being billed.
 - c. 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.
 - d. 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. Prime Contractors are required:
 - 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 this agreement; 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 this agreement) 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 agreement. 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 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.

PROCUREMENT MANUAL: This agreement 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 agreement in their entirety. The manual may be viewed at <http://vascupp.org>.

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: This agreement may be renewed by the University upon written agreement of both parties for three (3) one-year periods under the terms of this agreement 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 and negotiated prices must remain consistent with the basic cooperative contract (GMU 1743-21). Price adjustments are limited to Consumer Price Index of the United States Bureau of Labor Statistics for the latest 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 agreement. 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 this agreement. 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. 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 shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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>.

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 agreement 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 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 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:

1. Small Purchase Charge Card (SPCC): 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.*
2. 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 or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the agreement 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

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 Agreement to be duly executed intending to be bound thereby.

BRIGHTVIEW

UNIVERSITY OF MARY WASHINGTON

Signature: Meredith Nicklas

Signature: _____

Printed Name: Meredith Nicklas

Printed Name: Melva A. H. Kishpaugh

Title: Vice President, Finance

Title: Director, Procurement Services

Date: September 26, 2022

Date: September 26, 2022

FEI/FIN#: 95-2651541

Phone: 703-656-6454

Email: Meredith.Nicklas@brightview.com

CLIENT PRICING AGREEMENT

2022.0



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

9/19/2022 11:03

3713_BVLS Fredericksburg

5121 Park Dr Fredericksburg VA 22408

Ph: (540) 710-1222

PENDING

• SERVICE LOCATION (Location)

Loc ID Location Name Estimate
 0 UNIVERSITY OF MARY WASHINGTO PENDING

Location Address
 1301 COLLAGE AVE, FREDERICKSBURG, VA 22401

• CLIENT INFORMATION (Client)

Client ID Company Name
 0 UNIVERSITY OF MARY WASHINGTON

Billing Address
 1301 COLLEGE AVE., FREDERICKSBURG, VA 22401

• SCOPE OF SERVICES Service Start: 11/01/2022 Service End: 04/30/2023 Start Season: 2022

<u>Vehicle Site Area(s) (VEH)</u>	<u>Service Start Trigger</u>	<u>Pedestrian Sites Areas (PED)</u>	<u>Service Start Trigger</u>
Parking/Driving Areas (RD)	2"	Sidewalks (ASW)	2"
Ice Watch (Vehicle)	Declined	Ice Watch (Pedestrian)	Declined
Anti-Ice/Pretreatment (Vehicle)	Allowed	Anti-Ice/Pretreatment (Pedestrian)	Allowed

BrightView is only responsible for performing Services in the selected Site Areas after the indicated Service Trigger is reached. Services requested before the Trigger is met shall begin upon a reasonable period after notification from the Client and may result in additional fees. Services provided under this agreement shall be directed and managed by BrightView in order to maintain safe conditions in the Site Areas indicated.

- BrightView will stake curbs and obstacles in the indicated site areas by 12/01 of each season and will invoice Client \$5.00 per stake.
- Speed bumps/humps/tables shall not be repaired/replaced regardless of staking conditions.
- Bulk de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- Bagged de-icing material will be purchased (Supplied) by BrightView and applied by BrightView.
- All Time & Material Rates are Port-to-Port, and are subject to minimum fees as noted in the Price Schedule
- A Mobilization Fee not to exceed \$250.00, will apply when equipment and/or labor is prepared in good faith but reported total snow accumulation does not meet the Service Start Trigger for beginning Service.
- Standby Rates: Crew Member - Full Hourly Rate, Equipment - 50% Hourly Rate
- Icing events are converted at an industry standard ratio of 1/10th inch of ice = 1 inch of snow

• All prices exclude any applicable sales tax, should client request tax to be included BrightView may automatically adjust the price if tax laws change to reflect such increase.

Client acknowledges and agrees that (a) snow or ice may accumulate while Services are being performed,

(b) even when there is no precipitation present, snow may blow or drift onto a Service Location or be brushed onto cars, parking, and driving areas or walkways, and (c) properly plowed snow may melt and refreeze after Services are fully performed. Accordingly, Client understands

and agrees that (i) BrightView cannot guarantee that the performance of the Services will remove all snow and ice from any Service Location, and (ii) some snow or ice may still be present at a Service Location during or after the performance of Services.

CLIENT PRICING AGREEMENT

2022.0



Annual Snow Service Order

BrightView Landscape Services, Inc. (BrightView)

9/19/2022 11:03

3713_BVLS Fredericksburg

5121 Park Dr Fredericksburg VA 22408

Ph: (540) 710-1222

PENDING

• **PRICE SCHEDULE** BrightView will be compensated for work performed at the Service Location according to the agreed to prices shown below. All listed equipment items includes the respective equipment and required operator.

Category	Area	Service/Unit Description	Unit	Min. Chg.	Price	Price	Price	Price	2022 Price
TM	ALL AREAS	Truck with Plow and Spreader/Sprayer	Hr	2 Hr					\$135.00
TM	ALL AREAS	Skid Steer	Hr	2 Hr					\$195.00
TM	ALL AREAS	Skid Steer with Pusher Box	Hr	2 Hr					\$235.00
TM	ALL AREAS	Mid-Size Loader	Hr	2 Hr					\$275.00
TM	ALL AREAS	Mid-Size Loader w/ Push Box	Hr	2 Hr					\$320.00
TM	ALL AREAS	Large Loader w/Bucket	Hr	2 Hr					\$350.00
TM	ALL AREAS	Large Loader w/ Push Box	Hr	2 Hr					\$395.00
TM	ALL AREAS	Ventrac SSV or S70 with Attachments	Hr	2 Hr					\$200.00
TM	ALL AREAS	Utility Vehicles (ATV, UTV, etc.)	Hr	2 Hr					\$125.00
TM	ALL AREAS	Two Stage Snow Blower	Hr	2 Hr					\$100.00
TM	ALL AREAS	Two Stage Snow Broom	Hr	2 Hr					\$115.00
TM	ALL AREAS	Crew Member	Hr	2 Hr					\$60.00
TM	ALL AREAS	Supervisor	Hr	2 Hr					\$75.00
TM	ALL AREAS	Bulk Rock Salt	TN	1 Ton					\$308.00
TM	ALL AREAS	Bag Ice Melt	EA	1 Bag					\$45.00
TM	ALL AREAS	Brine Liquid Pretreatment	GL	1					\$5.00

• **ORDER EFFECTIVE DATE:** 09/01/2022 This Service Order is accepted by BrightView and Client and forms part of the Master Snow Management Agreement signed by the parties and restates and replaces any Service Order previously agreed to for the above Location.

For BrightView:

Printed: _____ 09/19/2022
Email: _____
Title: _____

For Client:

Printed: Holy Chichester 09/19/2022
Email: hchiches@umw.edu
Title: Director of Landscaping and Grounds

Pricing of Maintenance Services

We are committed to fulfilling the specific landscape needs while providing the service you expect. Price is for one year of service and does not include tax or ancillary services.

Services	RFP Scope
Mowing, Trimming, Edging, and Blowing	Every 7-10 Days
Policing of the Grounds- Litter Pick-up	Every 7-10 Days
Weed Mulched Beds- <i>Post-emerge</i>	Every 7-10 Days
Spray Crack Weeds	Every 7-10 Days
Soil Test	1x per year
Shrub Pruning	3x per year
Mulch, Pre-emerge, and Edge Beds	1x per year (<i>Spring</i>)
Spring Clean-up	1x per year
Leaf Removal	3x per year
Final Price	\$98,352
Optional Services	Price
Turf Management- Fertilizer, Pre & Post Emergent, Broadleaf weed control (4 total treatments)	\$5,690
Aeration	\$420
Overseeding	\$2,765
Shrub Pruning	\$55 per hour

Image

View

BR

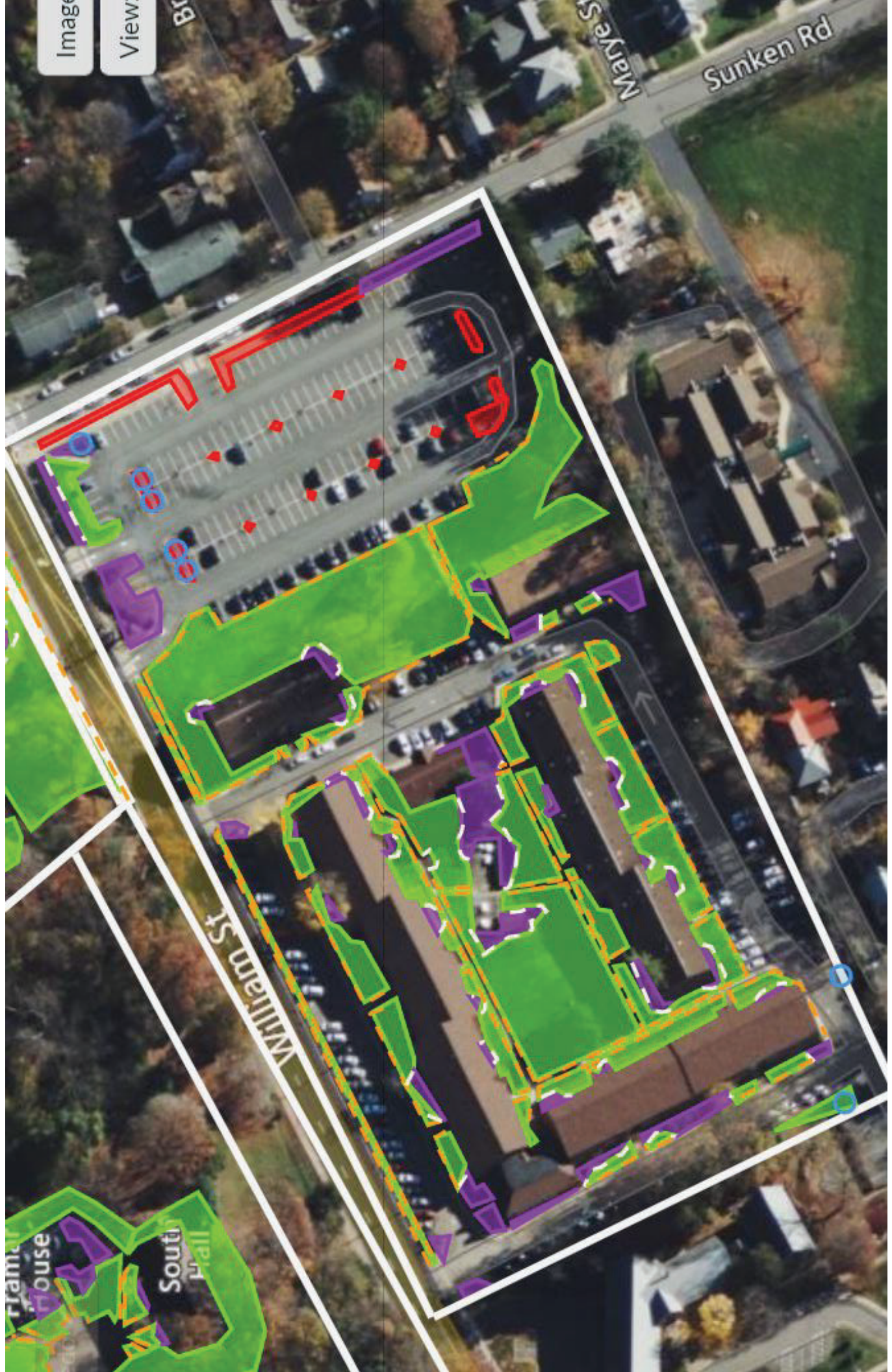
Marie St

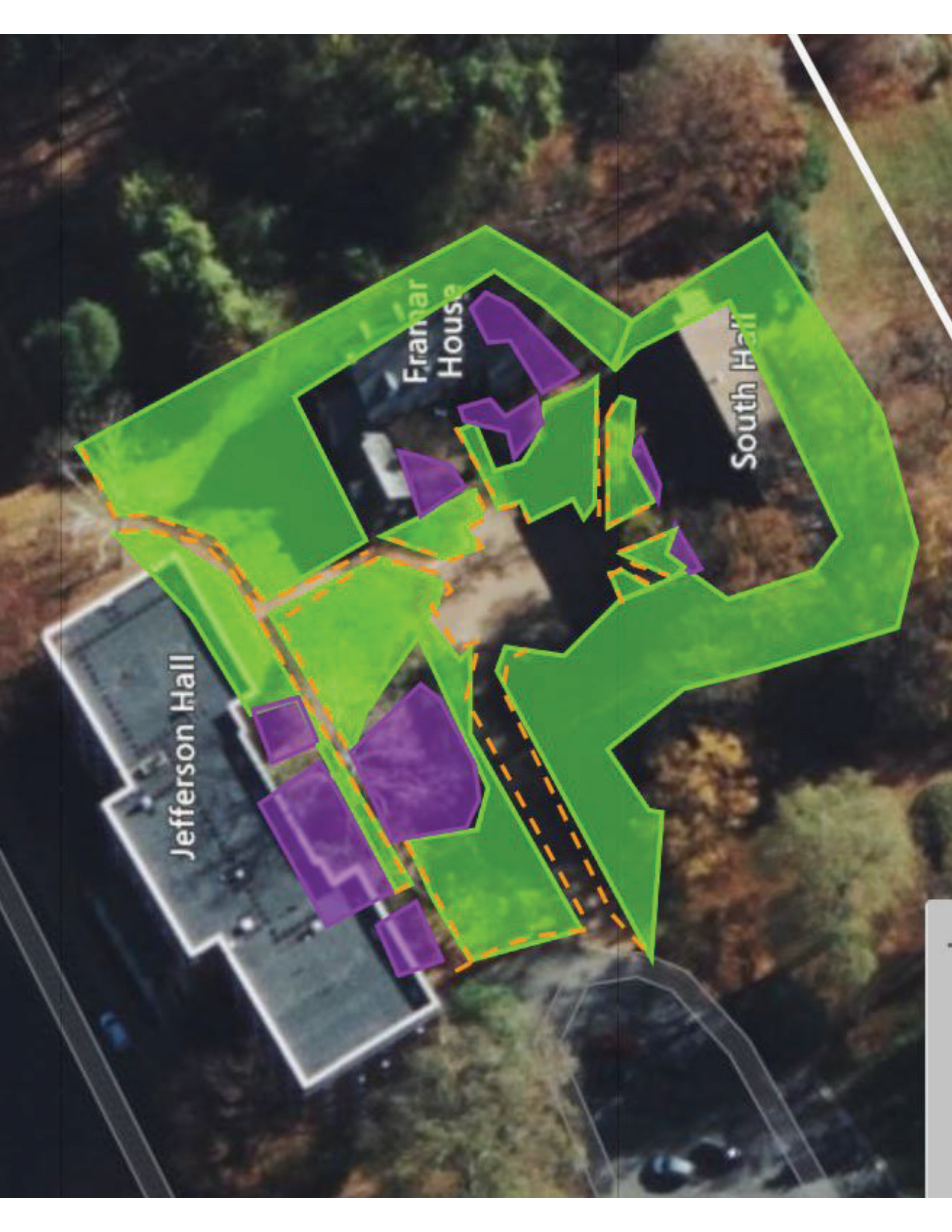
Sunken Rd

William St

Frame House

South Hall





Jefferson Hall

Framar House

South Hall



Bldg 21

Bldg 24

Bus
3



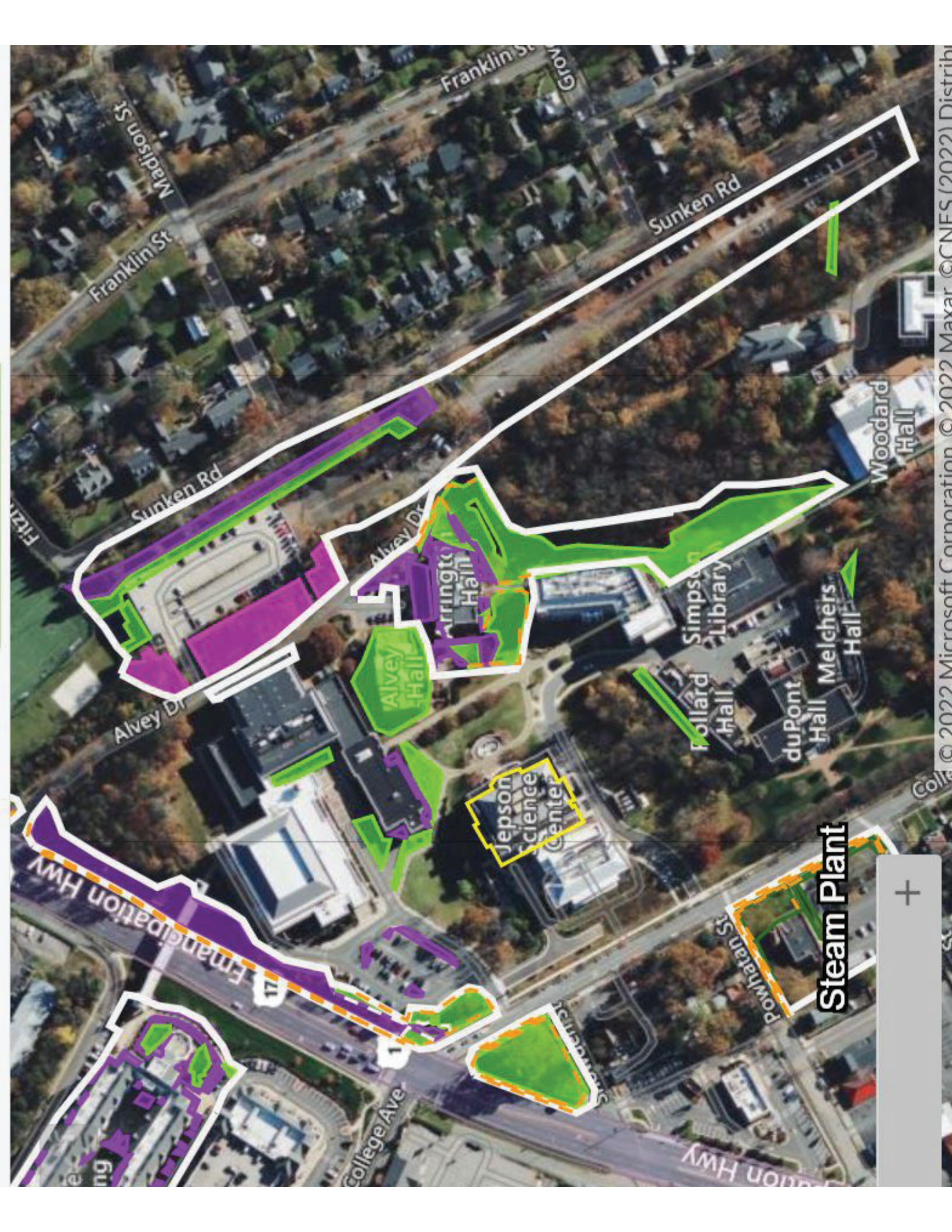
College Ave

Powhatan St

University Heating Plant

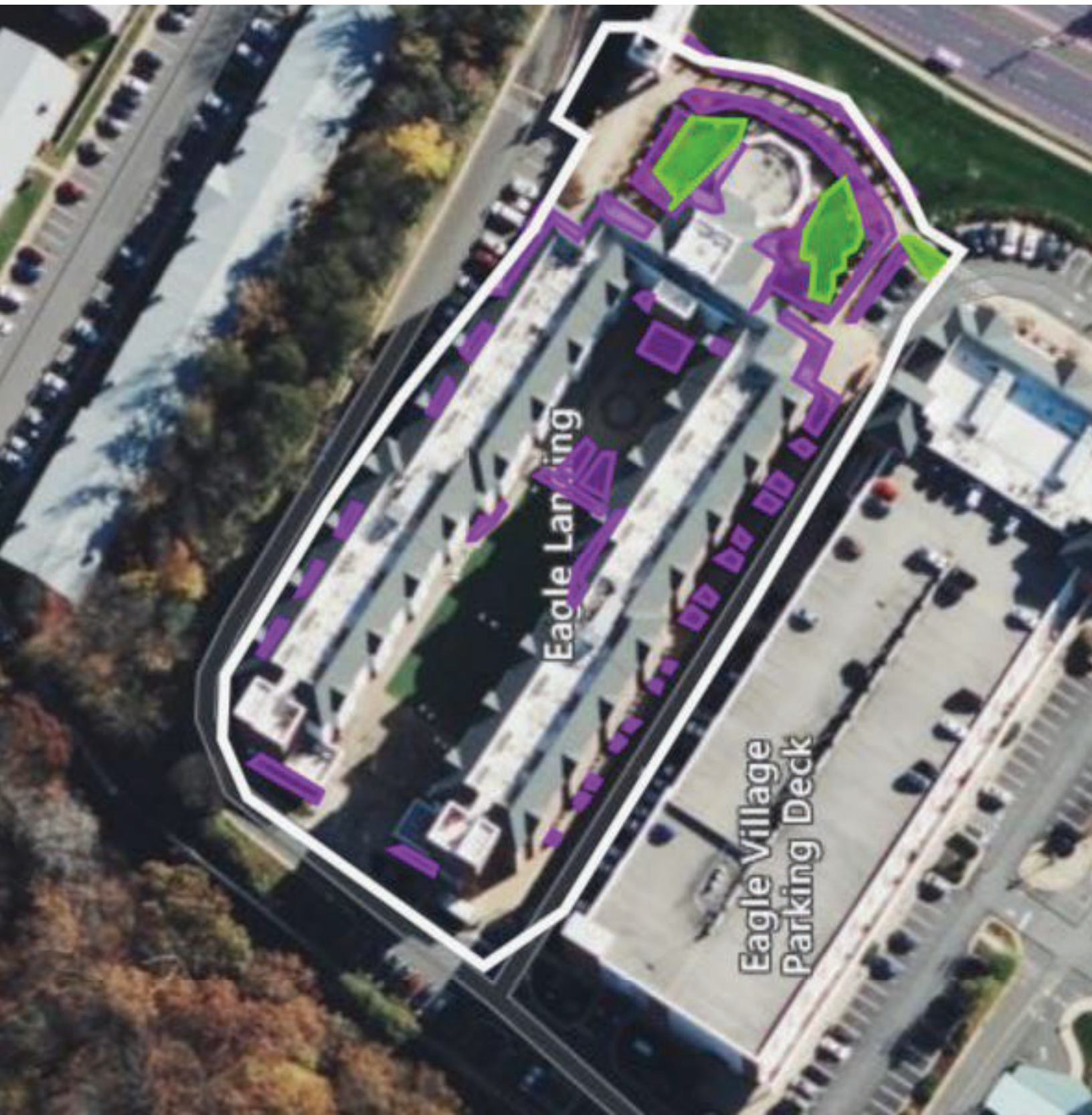
Steam Plant





Steam Plant





Eagle Landing

Eagle Village
Parking Deck

