

COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: UNIVERSITY OF MARY WASHINGTON
CONTRACTOR NAME: Hy-Tech Property Services, LLC

TITLE OF CONTRACTOR'S FORM: Sweeping Service Agreement ~~Sweeping Corporation of America~~

The University of Mary Washington ("UMW"), an Agency of the Commonwealth of Virginia (the "Commonwealth"), and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) (check the appropriate box): ☒ Virginia limited liability company
☐ individual proprietorship association ☐ partnership ☐ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by UMW for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of each party hereto, its respective officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of UMW or the Commonwealth.

Section 1: Addendum Provisions

The Contractor's form contract is, with the exceptions noted herein, acceptable to UMW and the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by UMW or the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against UMW or the Commonwealth:

1. Requiring UMW to maintain any type of insurance; either for UMW's benefit or for the contractor's benefit;
2. Requiring UMW not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record;
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
4. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
5. Requiring UMW to indemnify or to hold harmless the other party for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4354, Prompt Payment;

7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of UMW before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for property damage or personal injury;
13. Permitting unilateral modification of this contract by the Contractor;
14. Binding UMW to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obliging UMW to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of UMW;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of UMW.
18. Requiring UMW to agree to or be subject to any form or equitable relief not authorized by the Constitution or laws of Virginia.
19. Granting Supplier or an agent of Supplier the right to audit or examine, directly or indirectly, our/Customer's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Procurement Department.

The Contractor shall observe the following:

1. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - a. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - b. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - c. Nonvisual Access Technology shall be integrated into any networks used to share communications

- among employees, program participants or the public; and
- d. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §2.2-3500 through 2.2- 3504 of the Code of Virginia.

3. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug- free workplace.

The Agency does not discriminate against faith-based organizations.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties hereto.

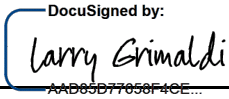
This contract is subject to appropriations by the Virginia General Assembly.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR: Hy-Tech Property Services, LLC

AGENCY: UNIVERSITY OF MARY WASHINGTON

SIGNATURE: 
AAB05D77050F4CE...
PRINTED NAME: Larry Grimaldi
TITLE: Regional Vice President
DATE: 7/17/2025

SIGNATURE: _____
PRINTED NAME: Melva A. H. Kishpaugh
TITLE: Director, Procurement Services
DATE: July 21, 2025



Service Agreement

Sweeping Corporation of America, Inc. (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

Site Service Info

Name: **Eagle Village**
 Street: **1143 Jefferson Davis Hwy**
 City: **Fredericksbur** State: **VA** Zip Code: **22401**
 Phone: **(540) 654-1237** Fax:
 Site Contact: **Holly Chichester-Morby**
 Email: **hchiches@umw.edu**
 Phone:

Billing Info

Name: **University of Mary Washington**
 Street: **1301 College Avenue**
 City: **Fredericksbur** State: **VA** Zip Code: **22401**
 Phone: **(540) 654-1237** Fax:
 Billing Contact: **Mollie Moore**
 Email: **mmoore@umw.edu**
 Phone:

Service Details and Fees

Start Date: **August 2025**

Monthly Portering: **N/A**

Term: **1 year**

Monthly Miscellaneous: **N/A**

Service Frequency: **1x/month**

Variable Energy Charge*: **3%**

Number of Trash Cans to be Emptied: **N/A**

*For details, please visit <https://www.sweepingcorp.com/vec/>

Miscellaneous Services: **N/A**

Environmental Fees: **N/A**

Monthly Sweeping: **\$320**

Total Monthly Price: **\$329.60**

Parking lot sweeping, including main drives, sidewalks, entrances, compactor area, drive-up windows, cart corrals, and handicap parking areas shall be maintained in a clean and orderly state in regard to ordinary quantities of litter and debris. Services shall be performed via power sweeping and hand blowing as required. Business entrances and primary driveways shall be swept and blown as required as part of each service visit. All other areas shall be swept and blown on a rotating basis so as not to allow excess debris to build up. Company shall not be responsible to sweep or blow areas blocked by customer vehicles or other obstructions. Company shall not be responsible for excess debris such as leaves and pine needles left from landscaping or other extraordinary items. If porter service is selected, all collected trash will be disposed of at an on-site dumpster at the owner's expense. Any other services requested to maintain the property outside the scope defined above will be billed on a time and material basis at a mutually agreed upon fee.

Special Instructions / Comments

Garage doors are swept up to the steel doors

Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

Customer

Signature:

Print Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: July 21, 2025

Company Representative

Signature:

Print Name: Larry Grimaldi

Title: Regional Vice President

Date: 7/17/2025

Terms and Conditions

~~NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS.~~

1) Definitions: "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either (i) the contract agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.

2) Services Rendered: Customer grants exclusive rights to Company to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.

3) Coverage and Term of Agreement: This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which Service under this Agreement commences and shall continue for a term of twelve (12) months. ~~Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least sixty (60) days before the end of the then current term.~~

4) Standards of Service: Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall, for additional compensation consistent with the fee schedule provided with this Agreement ("compensation schedule"), perform extra services as may be required to provide the requisite service. The cost to perform extra services shall be as set forth in the compensation schedule. Services shall be performed to prevent litter, leaves, sand, dirt and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey to the Company the status of "generator". Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed

that Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the compensation schedule.

5) Warranties: Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service. All are expressly disclaimed.

6) Time and Performance: Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.

7) Clean Up: Company agrees to remove from the Customer's premises any Company equipment.

8) Payment: Customer shall pay Company for Services rendered monthly in accordance with the compensation schedule and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for services within ~~thirty (30) ten (10)~~ days ~~from of the receipt of valid invoice date. Company may charge late fees and interest, not to exceed the maximum rate allowed by applicable law, on all amounts past due. In the event a payment is not made when due, Company, at its sole option, may terminate the Agreement on notice to the Customer and recover all past due amounts.~~

9) Suspension: If any amount due from Customer is not paid within sixty (60) days of the date of the Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until the Customer has paid all amounts owed to Company.

- 10) ~~Rate Adjustments.~~ Customer agrees that it shall pay Company for any increase in costs due to an escalation in energy costs. These surcharges shall be referred to as "energy" on the compensation schedule. ~~Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of changes in local, state or federal law, rules, ordinances or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs or other governmental charges. These charges shall be referred to as "environmental" on the compensation schedule. The energy/environmental recovery fee(s) shall be shown on the customer invoice.~~ Intentionally omitted.
- 11) ~~Damage to Pavement.~~ Company shall not be responsible for any damages to the Customer's pavement or accompanying subsurface, curbing or other driving surfaces resulting from the Company's Services. Intentionally omitted.
- 12) Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.
- 13) ~~Indemnity.~~ Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law or breach of this Agreement. Intentionally omitted.
- 14) ~~Termination.~~ This Agreement may only be terminated by the Customer by providing written notice of Company's breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 30 days of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner. Intentionally omitted.
- 15) ~~Assignability.~~ This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned in whole or in part, without the mutual written consent of the parties to this Agreement. Intentionally omitted.
- 16) Notice. Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.
- 17) ~~Entire Agreement.~~ This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements. Intentionally omitted.
- 18) No Waiver. No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party's failure to complain or to seek remedies because of any previous breach or violation.
- 19) Severability. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.
- 20) Credit History. Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer.
- 21) ~~Disputes, Remedies.~~ Except for claims by the Company for collection of fees, the parties' knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgement on the award may be entered by any court having jurisdiction. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort and any theory of liability. Intentionally omitted.
- 22) ~~Attorneys' fees, Jury Waiver and Jurisdiction and Venue.~~ The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, in any suit brought, Company shall be entitled to recover its reasonable costs and attorneys' fees. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in ~~Cuyahoga County, Ohio~~ Virginia and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in ~~Cuyahoga County, Ohio~~ Virginia.
- 23) Excused Performance. Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God