



**COUNTY OF HENRICO  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
CONTRACT EXTRACT  
NOTICE OF AWARD**

|   |  |                        |
|---|--|------------------------|
| DATE:   | February 14, 2022  | <b>Revised 8/15/22</b> |
| CONTRACT COMMODITY/SERVICE:<br><i>(include contracting entity if cooperative)</i> | Best Management Practices (BMP) Services of Storm Water Facilities and Related Landscaping   |                        |
| CONTRACT NUMBER:  | 2248B  |                        |
| COMMODITY CODE:   | 968.73   |                        |
| CONTRACT PERIOD:  | February 14, 2022 through February 13, 2023  |                        |
| RENEWAL OPTIONS:  | 4 Additional 1 Year Period through 2027  |                        |
| USER DEPARTMENT:  | Schools  |                        |
| Contact Name:   | Charlie Newman, CC: Susan Moore  |                        |
| Phone Number:   | Charlie: 804-349-2471 (Cell), 804-652-3561 (Office);<br>Susan: 804-652-3899  |                        |
| Email Address:  | <a href="mailto:cnewman@henricok12.va.us">cnewman@henricok12.va.us</a> ;<br><a href="mailto:smoore@henricok12.va.us">smoore@henricok12.va.us</a> |                        |
| HENRICO COOPERATIVE TERMS INCLUDED:   | Yes  |                        |
| SUPPLIER: Name:   | Muller, Inc  |                        |
| Address:  | 400 North Washington Street, 3 <sup>rd</sup> Floor   |                        |
| City, State:  | Falls Church, VA 22042   |                        |
| Contact Name:   | David Muller (Contract); Chaz Brown (Project Mgr.)   |                        |
| Phone Number:   | 202-360-5768; 571-326-3735   |                        |
| Email address:  | <a href="mailto:jallison@mullerec.com">jallison@mullerec.com</a> ; <a href="mailto:cbrown@mullerec.com">cbrown@mullerec.com</a>                  |                        |
| ORACLE SUPPLIER NUMBER:   | 467322   |                        |
| BUSINESS CATEGORY:  | Small Business   |                        |
| PAYMENT TERMS:  | Net 30   |                        |
| DELIVERY:   | As Needed and Requested  |                        |
| FOB:  | County of Henrico  |                        |
| BUYER: Name:  | Leisel O. Collins, CPPB, VCO, VCA  |                        |
| Title:  | Assistant Division Director  |                        |
| Phone:  | 804-501-5687   |                        |
| Email:  | <a href="mailto:COL119@henrico.us">COL119@henrico.us</a>   |                        |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

**PRICE SCHEDULE – CONTRACT NO. 2248B**

| <b>Item No.</b>                        | <b>Description</b>   | <b>Unit of Measurement</b> | <b>Unit Price</b> |
|--|--|----------------------------|-------------------|
| <b>HEAVY EQUIPMENT HEAVY EQUIPMENT</b> |  |                            |                   |
| 1                                      | Backhoe Wheeled 5/8 to 1 Cubic Yard Capacity                       | Hour                       | \$ 165.00         |
| 2                                      | Backhoe-Loader, Wheeled, 5/8 to 1 1/4 Cubic Yard Capacity          | Hour                       | \$ 165.00         |
| 3                                      | Backhoe-Loader, Wheeled, 1-3/4 C.Y. Loader, 1/2 Cubic Yard Backhoe | Hour                       | \$ 165.00         |
| 4                                      | Track hoe (less than 1 Cubic Yard bucket                           | Hour                       | \$ 160.00         |
| 5                                      | Track hoe 1 C.Y. to 1 1/2 Cubic Yard bucket                        | Hour                       | \$ 285.00         |
| 6                                      | Bucket Clamshell, General Purpose, 3/8 to 3/4 Cubic Yard Capacity  | Hour                       | \$ 72.00          |
| 7                                      | Bucket Clamshell, General Purpose, 1 to 2 Cubic Yard Capacity      | Hour                       | \$ 80.00          |
| 8                                      | Crane, 6000 Lb. Capacity   | Hour                       | \$ 175.00         |
| 9                                      | Loader, Wheeled, 1 to 1-3/4 Cubic Yard Capacity                    | Hour                       | \$ 165.00         |
| 10                                     | Loader, Wheeled, 2 to 3 Cubic Yard Capacity                        | Hour                       | \$ 195.00         |
| 11                                     | Tractor with Power Broom   | Hour                       | \$ 155.00         |
| 12                                     | Single Axle Dump Truck   | Hour                       | \$ 105.00         |
| 13                                     | Tandem Axle Dump Truck (Minimum 12 ton Capacity)                   | Hour                       | \$ 125.00         |
| 14                                     | Vacuum Truck to 5,000 Gallon Capacity (Vac All)                    | Hour                       | \$ 345.00         |
| 15                                     | Vacuum Truck for the removal of oil layers                         | Hour                       | \$ 205.00         |
| 16                                     | Work Boat (under 27 feet), Skiff Type                              | Hour                       | \$ 120.00         |
| 17                                     | Long Reach Track Excavator (50 foot reach or greater)              | Hour                       | \$ 350.00         |
| 18                                     | Standard Track Excavator (under 30 foot reach)                     | Hour                       | \$ 295.00         |
| 19                                     | Bulldozer  | Hour                       | \$ 295.00         |
| 20                                     | Watering Truck (2,000 gallons)                                     | Hour                       | \$ 145.00         |
| 21                                     | Slope/Ditch Mower (Articulated Arm tractor attachment)             | Hour                       | \$ 250.00         |
| <b>SMALL EQUIPMENT</b>                 |  |                            |                   |
| 22                                     | Sump Pump (under 50 GPM) with sediment bags                        | Day                        | \$ 475.00         |
| 23                                     | Compactor, Vibratory Plate 24", 5,000 Lb. Blow                     | Day                        | \$ 825.00         |
| 24                                     | Generator (5KW)  | Day                        | \$ 250.00         |
| 25                                     | Dewatering Pump (300 GPM) with sediment bags                       | Day                        | \$ 275.00         |

| <b>MATERIALS</b>     |   |             |             |
|----------------------|---|-------------|-------------|
| 26                   | Aggregate Base Materials VDOT Type I, 21A/B   | Ton         | \$ 30.00    |
| 27                   | Bedding Material, #57 Stone   | Ton         | \$ 42.00    |
| 28                   | Select Fill Sand VDOT Type I, MIN CBR 20  | Cubic Yard  | \$ 36.00    |
| 29                   | Rip Rap Class I   | Ton         | \$ 72.00    |
| 30                   | Rip Rap Class II  | Ton         | \$ 82.00    |
| 31                   | Rip Rap Class III   | Ton         | \$ 120.00   |
| 32                   | Topsoil (2 inch thick)  | Square Yard | \$ 8.75     |
| 33                   | Permanent Seed (less than 0.5% weed content with lime, mulch, and fertilizer, as needed)                            | Square Yard | \$ 0.39     |
| 34                   | Silt Fence  | Linear Feet | \$ 0.58     |
| 35                   | Storm Drain Inlet Protection  | Each        | \$ 60.00    |
| 36                   | Geotextile Filter Fabric  | Square Yard | \$ 1.80     |
| 37                   | Stone for Erosion Control VDOT Standard EC-1  | Ton         | \$ 72.00    |
| 38                   | Degradable Soil Stabilization Fabric VDOT EC-2  | Square Yard | \$ 0.56     |
| 39                   | Non-Degradable Geotextile Grid for Slope Stabilization VDOT EC-3  | Square Yard | \$ 3.95     |
| 40                   | Turbidity Curtain (DCR Type I)  | Linear Feet | \$ 10.00    |
| 41                   | Offsite Material Disposal - Debris and Excavated Soils  | Cubic Yard  | \$ 20.00    |
| 42                   | Off-Site Material Disposal (Dredge) – Soils, Sediment and Debris removed from below the waterline at pond locations | Cubic Yard  | \$ 55.00    |
| 43                   | Off-Site Material Disposal – Oil layer removed from BMPs  | Cubic Yard  | \$ 380.00   |
|                      | <b>LABOR</b>  |             |             |
| 44                   | Field Supervisor  | Hour        | \$ 96.00    |
| 45                   | Laborer   | Hour        | \$ 82.00    |
| 46                   | Certified Flagman   | Hour        | \$ 85.00    |
| <b>MISCELLANEOUS</b> |   |             |             |
| 47                   | Herbicides – Includes application, equipment, safety gear, and warning signs  | Gallon      | \$ 74.00    |
| 48                   | Pesticides – Includes application, equipment, safety gear, and warning signs  | Gallon      | \$ 74.00    |
| 49                   | Traffic Control, including crash truck and arrow board (single lane closure)  | Day         | \$ 2,600.00 |
| 50                   | Construction Surveying  | Hour        | \$ 275.00   |

## SCOPE OF SERVICES

### A. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

### B. Specifications.

#### 1. The Successful Bidders shall perform the following Maintenance Tasks:

- a) Routine mowing (including pond embankments)
- b) Removal of vegetation, trees, brush, and shrubs. Tree removal can include various sizes of trees. Trees may be freestanding, fallen (both on land and into water), living, or dead. NOTE: special permit may be required for utilizing gas powered equipment for Glen Allen HS protected areas.
- c) Vegetation establishment including weed control, mulching, regular plant care with pruning, fertilizing, and watering for maintaining and establishing ground cover.
- d) Reseeding, topsoil, approved replacement vegetation per Virginia BMP construction guidelines.
- e) Trash/debris removal from manufactured BMP's, bio-retention areas, dry and wet ponds and within control devices including culvert inlet/outlet pipes, spillways and riser structures.
- f) Remove trash and sediment from underground chambers (screening/separation BMP structures).
- g) Clearing/repairing clogged orifices, trash racks, weep holes. Embankment, embankment barrels, and slope repair (requires geotechnical certification showing compaction compliance for embankment repair above 3 feet height).
- h) Remove oil layer from permanent pools, storm filter systems, and hydrodynamic separators and dispose of in accordance with state and federal regulations for the type of oil removed.
- i) Sediment removal from dry ponds, wet ponds, sediment fore-bays, and bio-retention areas.
- j) Dredging and muck removal from vegetated swales, dry ponds, bio-retention areas, sediment fore-bays, and wet ponds.
- k) Prior to the disposal of removed sediment, vegetation and debris, evacuated material must be stockpiled and dried to prevent road contamination when hauling. It is preferable to utilize a vacuum truck to remove sediment from BMP.
- l) Fill animal burrows and dens on embankments and side slopes of dry and wet ponds.
- m) Maintenance, servicing, and cleaning of proprietary BMP's according to manufacturer specifications and/or recommendations.
- n) Filter replacement according to manufacturer specifications and/or recommendations.
- o) Soil stabilization and bare spot coverage, i.e. blankets, matting, topsoil and seeding.

- p) Vacuum sweeping, repacking and replacement of permeable surface pavers, and replacement of underlayment (filtering sand). Vacuum sweeping of permeable asphalt and concrete.
- q) Repair and replace culverts, spillways, structures, flared end sections, and pipe joints.
- r) Access maintenance for ingress/egress of the facilities.
- s) Inspection, maintenance, and repair/replacement of mechanical components such as valves, sluice gates and flap gates, anti-vortex devices, pumps, access hatches, aerators, fountains, bubblers, diffusers, and electrical control panels for such devices.
- t) Maintain traffic control and coordinate with the County Traffic Engineer, when necessary, to include furnishing signs, cones, barrels, flagmen, vehicles, and other equipment to maintain proper traffic control in accordance with the current Work Area Protection Manual as necessary to accomplish work outlined by this contract.

2. Utility Location and Protection of Property:

- a) Prior to commencing work, the Successful Bidders shall be responsible for obtaining their own "Miss Utility" ticket and satisfy themselves as to the location of underground utilities. All damage to existing utilities is fully the responsibility of the Successful Bidders. The Successful Bidders shall be liable for all damage made to any structures or property arising through negligence or carelessness. The Successful Bidders shall take care of and maintain all underground, overhead, or surface utilities encountered in the performance of the work.
- b) The Successful Bidders shall not use private property in connection with work unless prior written permission is obtained from the property owner. A copy of the written permission shall be furnished to HCPS Facilities Manager. The written statement of permission shall indicate the name, address, and phone number of the property owner. Verification of ownership shall be the responsibility of the Successful Bidders.
- c) The Successful Bidders shall adequately protect adjacent private and public property. The Successful Bidders shall, during the progress of work and as directed by the owner, remove from the owner's property and from public and private property, at his expense, all temporary structures, rubbish, debris, piles of earth, foreign matter, and waste materials resulting from his operations. The site of the work shall be restored to conditions existing before the work to the satisfaction of the owner. Lawns, pavement, sidewalks, and other surfaces shall be preserved where practical but if damaged shall be fully restored at the expense of the Successful Bidder.

3. HCPS authorized representative will work with the Successful Bidder(s) to coordinate Best Management Practices (BMP) Services of storm water facilities and related landscaping. It is imperative the Successful Bidder work with HCPS authorized representation to coordinate these services.

4. The Successful Bidder(s) shall prepare and submit to HCPS authorized representative for approval, a detailed written Estimate/Proposal with the description of work to be performed, the man hours, labor rate(s), and the equipment, parts, materials, and components which will be required to perform the services. Services shall be performed only after receipt of written authorization to proceed from the HCPS authorized representative.

C. General Requirements.

1. The Successful Bidders must be prepared to maintain Best Management Practices facilities (also known as storm water management facilities) and related landscaping including, but not limited to, wet and dry detention ponds, created wetlands, bio-retention areas, underground sand filters, grassed or vegetated swales, fore-bays, and manufactured systems. The Successful Bidders shall maintain facilities in accordance with the Virginia Department of Environmental Quality (DEQ) standards for non-proprietary BMP types and manufacturer specifications for proprietary BMP's and the County of Henrico

2. The Successful Bidders shall be capable of furnishing all appropriate equipment and qualified operators to perform outlined tasks in an efficient and safe manner and be able to mobilize and begin work within five (5) working days of the initial work request.
3. Successful Bidders shall possess extensive knowledge of aquatic vegetation, invasive species, water chemistry, non-point source pollution and aeration equipment and maintenance. Use of chemicals shall not be used without approval of HCPS authorized representative and must be in compliance with all State & Federal rules, local laws, ordinances and regulations for safe handling and application of hazardous chemicals including the requirements of the Virginia Department of Agriculture and Consumer Services for licensing and certification and OSHA. Bidders engaged in these activities must possess a valid Virginia Pesticide Business License and a Commercial Pesticide Applicator Certificate that is valid in the following categories: **Category 3A** Ornamental Pest Control, **Category 3B** Turf and **Category 6** Right-of Way Pest Control. The Successful Bidder's employees must have a valid Virginia Pesticide Business License. Copies of a valid Virginia Pesticide Business License and Commercial Pesticide Applicator Certificate must be included with your bid response. Failure to include certificates may cause your bid to be non-responsive.

D. Delivery Requirements.

1. The Successful Bidders shall work with HCPS Facilities Manager to schedule the commencement and completion of all work.
2. All assigned work to the Successful Bidders shall be performed Monday through Friday, 7:30 am to 5:00 pm. Request for other work hours due to circumstances such as weather, traffic engineering, etc. must be coordinated with HCPS Facilities Manager.
3. The Successful Bidders shall work with HCPS Facilities Manager to coordinate work requiring engineering services for MS4 requirements such as for compaction testing.
4. The Successful Bidders shall coordinate with HCPS Facilities Manager to have HCPS personnel mark the work area in addition to Miss Utility services prior to starting any work.
5. If fencing or any such obstruction block access to the work area, the Successful Bidders shall work with HCPS Facilities Manager to coordinate resolution.

E. Invoicing Requirements.

1. The Successful Bidders shall invoice HCPS for services provided in accordance with work request by HCPS Facilities Manager. Invoices shall include, but not be limited to: the purchase order number as supplied by the County, date of service, locations where the work was performed, the exact nature of services rendered, the number of personnel used, the number of hours worked at the contracted hourly rates, the itemized quantity and description of the materials used on the job and the unit prices (if applicable), and any other pertinent information necessary to verify the invoice total.
2. The County will verify all charges on the Successful Bidder's invoices and reserve the right to request timesheets and backup documentation should we find something that requires additional information. If any discrepancy is discovered, the County reserves the right to correct invoice and notify Successful Bidders or return invoice to Successful Bidders to be corrected



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 2248B

CONTRACT

This contract ("Contract"), made this 31st day of January, 2022 between the County School Board of Henrico County, Virginia hereinafter called the "County" and

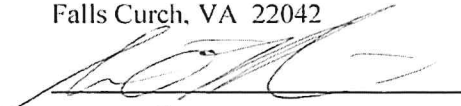
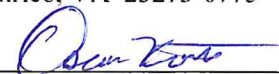
MULLER, INC.

and his, its or their successors, executors, administrators, and assigns, hereinafter called the "Contractor".

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractor's work performed under this Contract. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide Best Management Practices (BMP) Services of storm water facilities and related landscaping when needed and requested by Henrico County Public Schools ("HCPS") in accordance with: (i) Invitation for Bid #21-2248-11LOC dated November 23, 2021, including the general terms, conditions and requirements therein; (ii) Addendum No. 1 dated December 8, 2021; (iii) Contractor's Bid dated December 9, 2021; and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from February 14, 2022 through February 13, 2023 and may be renewed for up to 4 additional one-year periods. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in the Contract Documents.

|         |   |  |
|---------|---|--|
| FIRM:   | <b>Muller, Inc.</b>   | <b>County School Board of Henrico County, Virginia</b>                               |
| ADDRESS | 400 North Washington Street, 3rd Floor<br>Falls Church, VA 22042                    | P.O. Box 90775<br>Henrico, VA 23273-0775   |
| BY      |  |  |
| TITLE   | <u>Vice President</u>   | Oscar Knott, CPP, CPPO, VCO<br>Purchasing Director                                   |
| DATE    | <u>2-7-22</u>   | <u>2/9/22</u>  |

Approved as to form:

Alyssa D. Brown

2/9/22 10:00 AM  
Alyssa D. Brown  
County School Board of Henrico County  
Purchasing Director  
www.henricoschools.org

**APPENDIX A**

**Price Schedule – Contract No. 2248B**

| <b>Item No.</b>                        | <b>Description</b>   | <b>Unit of Measurement</b> | <b>Unit Price</b> |
|--|--|----------------------------|-------------------|
| <b>HEAVY EQUIPMENT HEAVY EQUIPMENT</b> |  |                            |                   |
| 1                                      | Backhoe Wheeled 5/8 to 1 Cubic Yard Capacity                       | Hour                       | \$ 165.00         |
| 2                                      | Backhoe-Loader, Wheeled, 5/8 to 1 1/4 Cubic Yard Capacity          | Hour                       | \$ 165.00         |
| 3                                      | Backhoe-Loader, Wheeled, 1-3/4 C.Y. Loader, 1/2 Cubic Yard Backhoe | Hour                       | \$ 165.00         |
| 4                                      | Track hoe (less than 1 Cubic Yard bucket                           | Hour                       | \$ 160.00         |
| 5                                      | Track hoe 1 C.Y. to 1 1/2 Cubic Yard bucket                        | Hour                       | \$ 285.00         |
| 6                                      | Bucket Clamshell, General Purpose, 3/8 to 3/4 Cubic Yard Capacity  | Hour                       | \$ 72.00          |
| 7                                      | Bucket Clamshell, General Purpose, 1 to 2 Cubic Yard Capacity      | Hour                       | \$ 80.00          |
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| 12                                     | Single Axle Dump Truck   | Hour                       | \$ 105.00         |
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| 19                                     | Bulldozer  | Hour                       | \$ 295.00         |
| 20                                     | Watering Truck (2,000 gallons)                                     | Hour                       | \$ 145.00         |
| 21                                     | Slope/Ditch Mower (Articulated Arm tractor attachment)             | Hour                       | \$ 250.00         |



| <b>SMALL EQUIPMENT</b> |   |             |           |
|------------------------|---|-------------|-----------|
| 22                     | Sump Pump (under 50 GPM) with sediment bags   | Day         | \$ 475.00 |
| 23                     | Compactor, Vibratory Plate 24", 5,000 Lb. Blow  | Day         | \$ 825.00 |
| 24                     | Generator (5KW)   | Day         | \$ 250.00 |
| 25                     | Dewatering Pump (300 GPM) with sediment bags  | Day         | \$ 275.00 |
| <b>MATERIALS</b>       |   |             |           |
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| 27                     | Bedding Material, #57 Stone   | Ton         | \$ 42.00  |
| 28                     | Select Fill Sand VDOT Type I, MIN CBR 20  | Cubic Yard  | \$ 36.00  |
| 29                     | Rip Rap Class I   | Ton         | \$ 72.00  |
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| 33                     | Permanent Seed (less than 0.5% weed content with lime, mulch, and fertilizer, as needed)                            | Square Yard | \$ 0.39   |
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| 35                     | Storm Drain Inlet Protection  | Each        | \$ 60.00  |
| 36                     | Geotextile Filter Fabric  | Square Yard | \$ 1.80   |
| 37                     | Stone for Erosion Control VDOT Standard EC-1  | Ton         | \$ 72.00  |
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| 39                     | Non-Degradable Geotextile Grid for Slope Stabilization VDOT EC-3  | Square Yard | \$ 3.95   |
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| 43                     | Off-Site Material Disposal – Oil layer removed from BMPs  | Cubic Yard  | \$ 380.00 |

| <b>LABOR</b>         |  |        |             |
|----------------------|--|--------|-------------|
| 44                   | Field Supervisor   | Hour   | \$ 96.00    |
| 45                   | Laborer  | Hour   | \$ 82.00    |
| 46                   | Certified Flagman  | Hour   | \$ 85.00    |
| <b>MISCELLANEOUS</b> |  |        |             |
| 47                   | Herbicides – Includes application, equipment, safety gear, and warning signs | Gallon | \$ 74.00    |
| 48                   | Pesticides – Includes application, equipment, safety gear, and warning signs | Gallon | \$ 74.00    |
| 49                   | Traffic Control, including crash truck and arrow board (single lane closure) | Day    | \$ 2,600.00 |
| 50                   | Construction Surveying   | Hour   | \$ 275.00   |