

MODIFICATION #3
TO
SPOTSYLVANIA COUNTY
CONTRACT AGREEMENT
FOR SERVICES
Contract #14-01-07

THIS MODIFICATION #3 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SERVICES is made as of _____, 2017 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and TELEPHONE ANSWERING SERVICE, INC., a Virginia corporation, doing business as Hilldrup Taxi and Virginia Cab, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR SERVICES Contract #14-01-07", ("AGREEMENT") dated August 13, 2014, to obtain transportation services for Spotsylvania County Department of Social Services (DSS); and

WHEREAS the AGREEMENT was subsequently renewed and modified by "Renewal #1 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07" dated and executed on June 25, 2015 which term commenced on July 1, 2015, and "Modification #2 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07" dated and executed on June 26, 2016 which term commenced on July 1, 2016; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.3. of the initial contract dated August 13, 2014; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT further by entering into this "Modification #3 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07".

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as renewed and modified by "Renewal #1 to Spotsylvania

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County Contract Agreement for Services, Contract #14-01-07” and “Modification #2 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07”, as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.3., is hereby deleted in its entirety and replaced as follows:

2.3. This Agreement shall have a term limit from July 1, 2017 through June 30, 2018 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the previous twelve (12) months from December of the prior year to December of the current year as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, Transportation services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The COUNTY agrees to pay for transportation services as follows:

Item #	Description	Pricing
1.	Rate per mile for trip	\$1.08 per mile from *dispatching headquarters to pick-up point to destination point and return to dispatching headquarters.
2.	Wait Charge Per Trip up to 15 minutes	No Charge for the first five minutes after that \$3.23
3.	Wait Charge per trip after 15 minutes	\$0.33 per minute
4.	“No Show” charge	\$1.08 per mile from *dispatching headquarters to pick-up point and return to dispatching headquarters. Calculated per incident.
5.	Additional Passenger Fee After 2 nd Passenger	\$1.08
6.	Child Fee	No Charge for children under the age of 12
7.	Inclement Weather Charge	\$0.28 additional per mile
8.	Gasoline Surcharge	\$0.00
9.	Administrative Fee	\$0.00

*Dispatching Headquarters is located at 241 Charles Street, Fredericksburg, VA 22401. For simplicity mileage is calculated from the Fredericksburg Circuit Court Building which is 5

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blocks away from dispatching headquarters, at 815 Princess Anne Street, Fredericksburg, VA 22401

Except as hereby modified, the AGREEMENT as renewed and modified by "Renewal #1 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07" and "Modification #2 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07" remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused Modification #3 to Spotsylvania County Contract Agreement for Services, Contract #14-01-07 to be duly executed by their duly authorized officials as of the date first written above, and effective July 1, 2017.

SPOTSYLVANIA COUNTY, VIRGINIA

By:

MARK B. TAYLOR Dated
COUNTY ADMINISTRATOR

TELEPHONE ANSWERING SERVICE OF
FREDERICKSBURG, INC. D/B/A HILLDRUP TAXI &
VIRGINIA CAB

By:

Matt K. Haney Dated
PRESIDENT

6/14/17

Approved as to Form:

Shelia Ann Weimer 6-14-17
Senior Assistant County Attorney Dated