

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL AMENDMENT

TO: ST. ONGE CORPORATION ORIGINAL DATE

5512 OAKWOOD ROAD ISSUED: 4/27/2021

ALEXANDRIA, VIRGINIA 22310 CONTRACT NO: 21-DES-ITB-451

CONTRACT TITLE: CCTV SERVICES

THIS IS A NOTICE OF RENEWAL AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-ITB-618a including any attachments or amendments thereto.

EFFECTIVE DATE: 1/20/2023

EXPIRES: 4/30/2024

RENEWALS: TWO (2) RENEWALS REMAINING

ATTACHMENTS:

AMENDMENT NO. 3

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> JAMES SHORT <u>VENDOR TEL. NO.:</u> (703) 313-6771

EMAIL ADDRESS: JAMES@MPSUTILITIES.COM

COUNTY CONTACT: CARLA ALAYON (DES-WSS) COUNTY TEL. NO.: (703) 228-7608

COUNTY CONTACT EMAIL: CALAYON@ARLINGTONVA.US

ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. 21-DES-ITB-451 AMENDMENT NUMBER 3

This Amendment Number 3 is made on $\frac{1/20/2023}{}$, and amends Agreement Number 21-DES-ITB-451 ("Main Agreement") dated April 27, 2021, between St. Onge Corporation ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

- 1. <u>Contract Renewal:</u> Per clause 4. Contract Term, this Contract is hereby renewed for its second subsequent contract term beginning May 1, 2023 through April 30, 2024 with two (2) additional 12-month renewals remaining.
- 2. Exhibit A, Scope of Work, 5. Cleaning of Catch Basins, Storm Sewer Manholes, Grate Inlets, And Yard Inlets is hereby changed to Add:

The Contractor shall locate and unbury manholes for cleaning and inspection of storm nodes, as directed by the Project Officer.

3. Force Majeure is hereby deleted in its entirety and replaced with:

37. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

4. Audit is hereby deleted in its entirety and replaced with:

<u>AUDIT</u>

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any,

whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract

5. Exhibit B –Contract Pricing is hereby deleted in its entirety ad replaced with the attached Exhibit B –Contract Pricing. Pricing from 1/20/2023 , to April 30, 2024, shall be in accordance with Exhibit B –Contract Pricing.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	ST. ONGE CORPORATION
AUTHORIZED DocuSigned by: SIGNATURE: Sp5004E0ACC0472	AUTHORIZED Docusigned by: SIGNATURE: James Swort OB6116AEBC1046F
NAME: TOMEKA D. PRICE	NAME:
TITLE: PROCUREMENT OFFICER	TITLE: Vice Prese
DATE: 1/20/2023	DATE: 1/11/2023

EXHIBIT B - CONTRACT PRICING

TABLE A	CATCH BASIN, GRATE INLET, AND MANHOLE CLEANING & INSPECTION	
<u>Line</u> <u>Item#</u>	Service Description	<u>Unit Price</u>
<u>1</u>	Catch Basin Inspections	<u>\$1.50</u>
<u>2</u>	Grate Inlet Inspections	<u>\$1.50</u>
<u>3</u>	Yard Inlet Inspections	<u>\$1.50</u>
<u>4</u>	Manhole Inspections	<u>\$1.50</u>
<u>5</u>	Catch Basin Cleanings	<u>\$33.00</u>
<u>6</u>	Grate Inlet Cleanings	<u>\$5.00</u>
<u>7</u>	Yard Inlet Cleanings	<u>\$5.00</u>
<u>8</u>	Manhole Cleanings	<u>\$5.00</u>
<u>9</u>	Locate and Unbury Manhole for Cleanings and Inspections of Storm	\$55.00
_	Nodes per manhole	<u>, , , , , , , , , , , , , , , , , , , </u>
TABLE		
<u>B</u>	STORM SEWER SYSTEM CLEANING & INSPECTION	
<u>Line</u>	Service Description	Unit Price
Item#	· · · · · · · · · · · · · · · · · · ·	
<u>1</u>	12" Pipe	<u>\$0.45</u>
<u>2</u>	15" Pipe	<u>\$0.90</u>
<u>3</u>	18" Pipe	<u>\$0.90</u>
<u>4</u>	21" Pipe	<u>\$0.88</u>
<u>5</u>	24" Pipe	<u>\$0.80</u>
<u>6</u>	27" Pipe	<u>\$0.70</u>
<u>7</u>	30" Pipe	\$0.80
<u>8</u>	33" Pipe	\$0.70
<u>9</u>	36" Pipe	\$0.80
<u>10</u>	42" Pipe	\$0.80
<u>11</u>	48" Pipe	<u>\$2.85</u>
<u>12</u>	54" Pipe	\$3.35
<u>13</u>	60" Pipe	<u>\$5.15</u>
<u>14</u>	66" Pipe	<u>\$5.25</u>
<u>15</u>	72" Pipe	<u>\$6.45</u>
<u>16</u>	84" Pipe	<u>\$6.75</u>
<u>17</u>	96" Pipe	<u>\$7.95</u>

TABLE C	DISPOSAL OF WASTE AT LANDFILL	
<u>Line</u> <u>Item#</u>	Service Description	<u>Unit Price</u>
<u>1</u>	Dumping Fees	<u>\$25.00</u>
<u>2</u>	Delivery Charge	<u>\$100.00</u>
<u>3</u>	Cost to dump material in the yard for additional processing, only as allowed by the Project Officer	\$100.00
TABLE D	EMERGENCY WORK	
<u>Line</u> <u>Item#</u>	Service Description	<u>Hourly Rate</u>
<u>1</u>	Vacuum Truck	<u>\$285.00</u>
<u>2</u>	CCTV Van	<u>\$265.00</u>