

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

CONTRACT AWARD COVERPAGE

TO: BUREAU VERITAS TECHNICAL ASSESSMENTS LLC 10461 MILL RUN CIRCLE, SUITE 1100 OWINGS MILLS, MD 21117	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>JANUARY 7, 2021</u> <u>21-DES-ITB-424</u> <u>SIDEWALK CONDITION ASSESSMENT SURVEY</u>
---	--	--

THIS IS A NOTICE OF AWARD OF CONTRACT 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-424, including any attachments or amendments thereto.

EFFECTIVE DATE: JANUARY 7, 2021
EXPIRES: JUNE 30, 2021
RENEWALS: THERE ARE NO RENEWALS
COMMODITY CODE(S): 91825, 90775, 96862, 91812
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-DES-ITB-424

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> MATT MUNTER	<u>VENDOR TEL. NO.:</u>	<u>(800) 733-0660 EXT. 2709</u>
<u>EMAIL ADDRESS:</u> MATT.MUNTER@BVNA.COM		
<u>COUNTY CONTACT:</u> JEREMY HASSAN, DES, WSS	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3647</u>
<u>COUNTY CONTACT EMAIL:</u> JHASSAN@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer Date: 1/5/2021

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

AGREEMENT NO. 21-DES-ITB-424

THIS AGREEMENT is made, on January 7, 2021, between Bureau Veritas Technical Assessments LLC, 10461 Mill Run Circle, Suite 1100, Owings Mills, Maryland 21117 (“Contractor”), a Maryland Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- Agreement No. 21-DES-ITB-424 and all modifications properly incorporated into the Agreement
- Exhibit A – Arlington County Invitation to Bid No. 21-DES-ITB-424, including all solicitation exhibits, attachments, and addenda herein incorporated
- Exhibit B – Scope of Work
- Exhibit C – Price Bid of Contractor

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide a sidewalk condition assessment survey. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor’s responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on January 7, 2021. All work defined in Attachment A, must be completed no later than June 30, 2021. No work will be deemed complete until it is accepted by the County’s Project Officer.

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-DES-ITB-424 at the prices provided in the bid of the Contractor.

6. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

9. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

11. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

12. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at its sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

14. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

15. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

18. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

19. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

20. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

21. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.

- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

24. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

25. SEXUAL HARASSMENT POLICY

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.

26. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

27. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

28. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

29. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

30. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

31. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

32. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

33. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

34. 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.

35. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

36. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

37. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

38. REPORT STANDARDS

The Contractor must electronically submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

39. AUDIT

The Contractor may be requested to provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years 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, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

40. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

41. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

42. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

43. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

44. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

45. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

46. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

47. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

48. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

49. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

50. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

51. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

52. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

53. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

54. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Matt Munter, PE, Executive Vice President
Bureau Veritas Technical Assessments LLC
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland
Phone: (800) 733-0660 ext. 2709

Email: matt.munter@bvna.com

TO THE COUNTY:

Jeremy Hassan, Project Officer
Arlington County, Virginia
4200 28th Street S.
Arlington, VA 22206
Phone: (703) 228-3647
Email: jhassan@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

55. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

56. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

57. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

58. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Errors & Omissions - \$1,000,000 per occurrence/claim.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent

with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

59. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

60. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: DocuSigned by:
Kaylin Schreiber
2513E5602A3A4DE...

NAME: Kaylin Schreiber

TITLE: Procurement officer

DATE: 1/6/2021

BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

AUTHORIZED SIGNATURE: DocuSigned by:
Matt Munter
E9F68B561F31443...

NAME: Matt Munter

TITLE: Executive VP

DATE: 1/5/2021

EXHIBIT B - SCOPE OF SERVICES

Arlington County (County) currently maintains approximately somewhere between 500 and 600 miles of public sidewalk (per available GIS data and older reports) and is interested in assessing the presence, condition, and ADA compliance for this network. As such Arlington County is seeking a qualified Contractor to perform a detailed field condition assessment survey of the County's public sidewalk network. The area of the survey will consist of the sidewalk segments designated Countywide within the County Right of Way and identified in Attachment A – Sidewalk Inventory Condition Index Study. The network of sidewalks shall be surveyed, and their attributes and distress severities shall be documented as per the specifications below. This sidewalk condition survey shall be based on modified ASTM D6433 pavement distress protocols. While it is not expected that all distresses are to be identified, the basis for determining the extent and severity of present distresses shall be referenced from this methodology.

The condition assessment survey shall be performed by walking and/or driving a compact off-road vehicle over each public sidewalk to capture detailed data to determine if the sidewalks, ramps and paver/brick crosswalks are compliant with current County standards, which can be found at <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/38/2020/09/DES-Construction-Standard-Details.pdf>, and/or with the County's Horizontal Standards for Curb Ramps, which can be found at <https://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/38/2019/08/H-3.2-Curb-Ramps.pdf>. The Contractor shall perform a detailed condition survey to collect and record data of the type, severity level, and quantity of various types of distress factors. At a minimum, the following information must be captured in this survey:

1. Sidewalks Inventory and Assessment
 - a. Material (Concrete, Asphalt, Porous Pavement, Brick, etc.)
 - b. Width
 - c. Grade
 - d. Cross Slope
 - e. Faults/Displacements
 - f. Shattered Slab
 - g. Sag/Tilt/Heave
 - h. Cracking
 - i. Longitudinal and Transverse Cracking
 - j. Joint Failure
 - k. Weed Intrusion
 - l. Patching
 - m. Trip Hazards
 - n. Obstructions
 - o. Vertical Clearance
 - p. Obstacles, Protruding Objects and/or Other Hazards Not Listed Above to the County

2. ADA Ramp Inventory and Assessment

- a. Location
 - b. Material (Brick, Concrete, Asphalt, etc.)
 - c. Condition (i.e. Good, Fair, Poor, or Similar Condition Ranking, which must be approved by the Project Officer in advance of the work being performed)
 - d. Document if New or Older Style Ramps (See Photo Examples Below) as per the County's Horizontal Standards for Curb Ramps
 - e. ADA Compliant - Yes/No
3. Brick/Concrete Paver Crosswalks Inventory and Assessment
- a. Location
 - b. Material (Brick, Concrete Paver, etc.)
 - c. Condition (i.e. Good, Fair, Poor, or Similar Condition Ranking, which must be approved by the Project Officer in advance of the work being performed)
 - d. ADA Compliant - Yes/No

COUNTY PHOTO EXAMPLES

Examples of Older Style ADA ramps



Examples of Newer Style ADA Ramps



Examples of Brick/Concrete Paver Crosswalks



DATA COLLECTION

1. Sidewalks: The Contractor shall conduct a detailed sidewalk condition assessment survey of all Arlington maintained public sidewalks. The technician shall collect the required

data and images and perform a sidewalk condition assessment on a 1 to 5 rating scale (ranging from Very Good to Very Poor). A list of minimum preferred distress types and observations is listed in the scope of work, however additional observations and/or distresses may also be added per discussion with vendor and County. Each distress shall have an individual rating depending on severity. Sidewalk survey data shall be aggregated to the block face level (i.e. on one side of street between intersections). Each block face segment shall have a condition assessment score and associated survey data shall be tied to it through a unique segment ID provided by the County in the form of GIS Data. All survey methodology, including defect and severities, must comply with ASTM D6433 standard.

Note that the standard sidewalk width in the County is between 4' and 5', and most of the public sidewalks are this width; however, there are areas in the commercial and metro corridors that may be upwards to 20'+ in width. Note that regardless of sidewalk width, a minimum of one (1) aggregate condition score shall be provided for each segment.

2. ADA ramps: The technician shall perform an ADA ramp inventory and assessment to document location, material, whether the ramp is an older or newer style ADA ramp, as well as if it is ADA complaint using agreed upon parameters with the Project Officer. The technician shall collect the required data and images and perform an ADA ramp condition assessment on a 1 to 5 rating scale (ranging from Very Good to Very Poor). Associated survey data shall be tied to it through a unique ID, provided by the County in the form of GIS Data. If a ramp doesn't exist in the current dataset, a point and unique ID shall be created by the Contractor following the County's existing ID format to reference survey data for that particular ramp.
3. Brick/Concrete Paver Crosswalks: The technician shall perform a brick/concrete paver crosswalk inventory (across County-maintained roads only) and assessment to document the crosswalk location, material, and condition and whether it is ADA compliant using agreed upon parameters with the Project Officer. Note that asphalt and/or brick stamped asphalt crosswalks are not included in this survey. The technician shall perform a crosswalk condition assessment on a 1 to 5 rating scale (ranging from Very Good to Very Poor).

AVAILABLE COUNTY DATA

The County's GIS sidewalk (File Geodatabase) data, at a minimum, will be made available to the Contractor at the start of this contract. Other data needs can be discussed at the project kickoff meeting.

DELIVERABLES

The Contractor shall supply the County with digital copies of the results of the sidewalk condition assessment survey. All photos, videos, databases, spreadsheets, shapefiles and/or

report documents shall be included. All shapefiles and spreadsheets shall be unlocked, and the County must be able to add/edit data if needed.

1. Survey Data:

- a. The Contractor shall record data on the Contractor's own standard report form. Any form used by the Contractor shall be subject to an advance approval by the Project Officer. Contractor shall perform quality control of the field collected survey data as specified by the Project Officer.
- b. All survey data and digital images shall be captured and stored within a detailed GIS database and the Contractor must provide a link between the County's GIS program and the sidewalk survey data to enable the County to display and generate color-coded maps based upon surveyed sidewalk conditions.
- c. Sidewalks - Each block face segment shall have a condition assessment score and associated survey data shall be tied to it through a unique segment ID.
- d. ADA Ramps – Each individual ADA ramp shall have a condition assessment score and associated survey data shall be tied to it through a unique ID.
- e. Brick/Concrete Paver Crosswalks - Each individual documented brick/concrete paver crosswalk shall have a condition assessment score and associated survey data shall be tied to it through a unique ID.

2. Digital Images & QA/QC:

- a. The imagery from the field surveys shall ensure that the distresses have been properly rated and that the GPS was functioning properly for spatial accuracy. The Contractor shall imbed or link the images to the County's GIS environment, prepare for upload to a third-party asset management program, and/or supply via a browser-based data viewing tool.

3. A Summary Condition Assessment Report shall be provided to include all of the survey data, including a condition ranking summary (priority levels), as well as estimated removal/rehab/repair costs for each condition rating. Recommended repair techniques shall also be provided based on the condition per each segment (i.e. demo and replace, grinding, panel lifting, etc.). Details of this report shall be discussed and finalized during the initial kickoff meeting.

The County will set-up a final meeting, where the electronic data shall be presented to County staff. This may be conducted in person or via conference call.

COMPLETION TIME

The survey shall be of the entire County and, in conjunction with the analysis, it shall be completed no later than June 30, 2021. It will be important to develop the sectioning and

referencing methodology to ensure that the schedule remains on-time and that all County-owned sidewalks are surveyed. Extension of time may be provided if approved by the Project Officer at the time of the Kick-Off Meeting.

HOURS OF WORK

All work shall be performed within the following days and times:

Day(s) of Week	Allowed Work Times	Exceptions
Monday – Friday	7:00am to 7:00pm	No work allowed on Federal, State and County Holidays, or on voting dates
Saturday	7:00am to 7:00pm	
Sundays	Typically not permitted, but may be considered.	7:00am to 7:00pm with prior approval from Project Officer

OFF ROAD VEHICLES

If the vendor chooses to use any motorized* or non-motorized specialized equipment, such as off-road vehicles (i.e. Solaris Ranger) motorcycles, skateboards, scooters, etc., all equipment must comply with all federal, state and local transportation requirements and must be outfitted with the proper safety equipment. All operators must have a valid driver's license and have a safe driving record.

Also note that in some instances with high pedestrian traffic (i.e. near commercial and metro corridors), the use of specialized equipment may not be feasible due to pedestrian safety. Areas where the Contractor would like to use this type of equipment shall be communicated in advance to the Project Officer for approval prior to use.

*Noise Restrictions on Motorized Equipment

Any use of motorized equipment must follow the Arlington [County Code Chapter 15. - Noise Control](#).

EXHIBIT C - PRICE BID OF CONTRACTOR

BIDDER SUBMISSION REQUIREMENTS:

Bidders must submit the following information/documents with their bid submission in order to be deemed responsive:

1. A list of no less than three (3) previous sidewalk condition assessment work with at least one (1) conducted for a similarly sized jurisdiction, along with dates of projects and contact information for each. Projects must have been performed and completed within the past ten (10) years. Information must be provided in the References section of this Bid Form.
2. An organizational chart showing the organizational structure of the work project team.
3. Names and resumes of the individuals proposed.
4. A general overview describing work project leadership and reporting responsibilities.

PRICING SCHEDULE

Price must be inclusive of all services, materials, and personnel required to complete the Work in accordance with all the rights and obligations contained in this solicitation.

Item	Description	Quantity	Unit	Unit Rate	Extended Price
1.0 Project Initiation					
1.1	Project Initiation & Set Up	1	LS	\$ 795.00	\$ 795.00
1.2	Inspection Equipment Setup, GIS Line Work Development (if needed; however, County will provide base layer), and Inspection Software Configuration	550	LSM	\$ 25.45	\$ 13,997.50
2.0 Field Survey					
2.1	Mobilization/Calibration/Set Up	1	LS	\$ 1,750.00	\$ 1,750.00
2.2	Sidewalk, Ramp and Crosswalk Inventory Survey	550	LSM	\$ 131.32	\$ 72,226.00
3.0 Data Management					
3.1	GIS Geodatabase Development & QA/QC	550	LSM	\$ 10.00	\$ 5,500.00
3.2	Process & Deliver Inspection Video and/or Photos	550	LSM	\$ 61.25	\$ 33,687.50
3.3	Summary Condition Assessment Report	1	LS	\$ 20,000.00	\$ 20,000.00
3.4	Project Management/ Meetings	1	LS	\$ 7,290.00	\$ 7,290.00
TOTAL BID PRICE:					\$155,246.00
<i>LS</i>	<i>Lump Sum</i>				
<i>LSM</i>	<i>Linear Sidewalk Miles</i>				