



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

2100 Clarendon Blvd., Suite 501 Arlington, VA 22201
TEL 703-228-3410 FAX 703-228-3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

December 3, 2018

VIA E-MAIL AND US MAIL

Mr. Matthew Ranslem, Director
Mid-Atlantic Utility Locating LLC
44200 Waxpool Road
Suite 127
Ashburn, Virginia 20147

RE: Arlington County Contract No. 19-066, entitled, "Test Hole Utility Designating and Locating Services"

Dear Mr. Ranslem:

Enclosed for your files is the fully executed Contract for 19-066. Also, per our discussion I'm also enclosing all of the Addenda that were published and accompany the Contract document.

Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Shirley Diamond".

Shirley Diamond
Procurement Officer

Enclosures

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

CONTRACT NO. 19-066

This Contract is made on the date of execution by Arlington County between Mid-Atlantic Utility Locating, LLC a Limited Liability Company ("Contractor"), authorized to do business in the Commonwealth of Virginia and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinunder specified agree to the following:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of the bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 19-066. The Contract documents consists of this Contract and the following:

- Exhibit A – Scope of Work
- Exhibit B – Arlington County DES Engineering Special Conditions
- Exhibit C – Arlington County DES Engineering Project General Conditions
- Exhibit D – Supplemental Specifications
- Exhibit E – State and Federal Roads in Arlington County, Virginia
- Exhibit F – Virginia Department of Transportation Lane Closure
- Exhibit G – Price Schedule
- Exhibit H – Mid-Atlantic Utility Locating, LLC – Bid Submission Documents

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.

It shall be the Contractor's responsibility, at its sole cost, to provide the specific 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

The Contract Term shall be One (1) Base Year with Four (4) One-Year Option periods.

Work under this Agreement will commence on the date of the execution of the Agreement by the County. No Work will be deemed complete until it is accepted by the County's Project Officer.

5. CONTRACT PRICING

This is a Firm Fixed-Unit Price Contract.

The Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 19-066 Price Schedule (Exhibit __) provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm through the Base Year period. To request a price adjustment, the Contractor or the County must submit a written request to the other party, not less than Sixty (60) calendar days before the end of the Base Year period ("Price Adjustment Date").

Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the Twelve (12)-month period ending in December of each year of the Contract.

Any Contract Amount/unit price(s) that results from this Provision will become effective the day after the Price Adjustment Date and will be binding for a Twelve (12) month period. The new Price Adjustment Date will be Twelve (12) months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by Thirty (30) days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

7. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

8. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within Thirty (30) calendar 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 will retain Five Percent (5%) of the estimate upon which the partial payment is based until completion and Final Acceptance of the Work.

9. PAYMENT OF SUB-CONTRACTORS

The Contractor is obligated to take one of the Two (2) following actions within Seven (7) calendars days after receipt of payment by the County for Work performed by any sub-Contractor under this Contract:

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

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

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

The Contractor's obligation to pay an interest charge to a sub-Contractor 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.

10. 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.

11. 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.

12. 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).

13. 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.

14. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or Workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County.

The Contractor shall provide all manufacturers' warranties available to the Project Officer 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 in addition to and irrespective of any manufacturer's or supplier's warranty. 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.

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

Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within Ten (10) consecutive calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any sub-Contractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all sub-Contractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.

16. 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.

17. 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, false Work, 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, false Work, 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.

18. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS

The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste"), and legal disposal of said Waste off-site.

No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement the County will contract a third party for removal and disposal of the Waste left by the Contractor.

By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor will be deducted from the Final Payment due to the Contractor.

Similarly, any damage to walls, floors, carpeting or any other County-owned or County-controlled property caused by the Contractor or the Contractor's agents during service provision, delivery, setup or equipment installation shall be repaired or caused to be repaired by the County at the Contractor's sole expense with all costs of the repair deducted from the Contractor's final payment unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs shall be made within Ten (10) consecutive calendar days of the date of damage to the satisfaction of the County.

19. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration ("OSHA") requirements, both Federal and those of the Commonwealth of Virginia.

The Contractor further certifies that, if the material delivered or used in the performance of the Work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

20. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard").

The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of Work under the Contract by the Contractor or its sub-Contractors, whichever occurs first.

Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation.

Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

The County and the Contractor shall be listed as co-generators. The Contractor assumes all duties pertaining to the waste generator, including signing the Waste Shipment Record ("WSR") and manifest. The Contractor shall supply the County Project Officer with the executed original Owner's Copy of the WSR, as required by applicable regulatory agencies within Thirty-Five (35) calendar days from the time the waste was accepted by the initial waste transporter, and prior to request for final payment. A separate WSR shall be submitted for each shipment to the disposal site.

Delayed Waste Shipment Records - The Contractor shall report in writing to the EPA Region III office within Forty-Five (45) calendar days if an executed copy of the WSR is not received from the operator of the disposal site. The report to the EPA regional office shall include a copy of the original WSR and a cover letter signed by the Contractor stating the efforts taken to locate the hazardous waste shipment and the results of those efforts.

Temporary Hazardous Waste Storage Prohibited - The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight.

The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, WSRs, and landfill receipts to the County Project Officer prior to the request for final payment. All paper Work shall be signed by the Contractor and disposal site operator as required.

22. SAFETY

The Contractor shall comply with, and ensure that the Contractor's employees and sub-Contractors 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 sub-Contractor(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) calendar days of the County's request may result in cancellation of the contract.

23. 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.

24. UNSATISFACTORY WORK

If any of the Work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory Work, material, goods, or equipment and replace the same with Work, material, goods, or equipment satisfactory to the County.

In the event the Contractor fails within Fifteen (15) consecutive calendar days after receipt of written notice to remove improper or unsuitable Work, material, goods, or equipment and replace it with suitable and satisfactory Work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected Work, material, goods, or equipment at the expense of the Contractor.

This paragraph applies during the Initial Contract Term, any subsequent Contract Term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and

the County deem it expedient not to require correction or replacement of the Work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

25. PROJECT STAFF

The County has the right to reasonably reject staff or sub-Contractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or sub-Contractors 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 sub-Contractors is the sole responsibility of the Contractor.

26. SUPERVISION BY CONTRACTOR

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

27. BACKGROUND CHECK – PROVISION INTENTIONALLY NOT USED IN THIS SOLICITATION

28. 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 S
- C. action.
- D. 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.
- E. 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 sub-Contractor or vendor.

29. 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.

30. 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 sub-Contractor or vendor.

For the purposes of this Section, "Workplace" means the site(s) for the performance of the Work required by this Contract.

31. 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 sub-Contractors. 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.

32. INDEMNIFICATION

The Contractor covenants for itself, its employees and its sub-Contractors 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 sub-Contractors, 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.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediation, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Contractor's operations herein.

33. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any sub-Contractor 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 sub-Contractors 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 sub-Contractors 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.

34. 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 sub-Contractors 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 sub-Contractors or third parties related to this Contract.

35. 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 sub-Contractors 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 sub-contractors or other third parties.

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

36. 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.

37. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and sub-Contractors 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 sub-Contractors are informed of and abide by this requirement.

38. 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 sub-Contractor; 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.

39. 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.

40. 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.

41. 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.

42. RELATION TO COUNTY

The Contractor is an independent Contractor, and neither the Contractor nor its employees or sub-Contractors 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.

43. 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.

44. REPORT STANDARDS

The Contractor must 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 comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

45. 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 Fifteen (15) calendar 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 (5) years after the Final Payment, the Contractor must give the County at least Thirty (30) calendar days' notice and must not dispose of the documents if the County objects.

46. 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.

47. AMENDMENTS

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

48. 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.

49. 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 Sixty (60) calendar days after the Final Payment.

The time limit for a final written decision by the County Manager is Thirty (30) calendar 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.

50. 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.

51. ARBITRATION

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

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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:

Matthew Ranslem, Director
Mid-Atlantic Utility Locating, LLC
44200 Waxpool Road
Suite 127
Ashburn, Virginia 20147
Telephone: 703-378-0100

TO THE COUNTY

Adil Chauhan, Assistant Engineering Bureau Chief
Arlington County Government
Design and Engineering
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telephone: 703-2283540

AND

Shirley Diamond, Procurement Officer
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Telephone: 703-228-3424

60. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

61. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

62. HIPPA COMPLIANCE – INTENTIONALLY NOT USED FOR THIS SOLICITATION

63. ACCESSIBILITY OF WEB SITE

If any Work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such Work in compliance with ADA.

64. 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.

65. SERVICE CONTRACT WAGE REQUIREMENTS-INTENTIONALLY NOT USED FOR THIS SOLICITATION

66. 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. 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.
- e. 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.
- f. 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.
- g. 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 sub-Contractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CONTRACTOR:
MID-ATLANTIC UTILITY LOCATING, LLC

AUTHORIZED
SIGNATURE: 
12-3-18

AUTHORIZED
SIGNATURE: 

NAME: SHIRLEY DIAMOND
TITLE: PROCUREMENT OFFICER

NAME: MATTHEW RANSLEM
TITLE: DIRECTOR:

**ARLINGTON COUNTY GOVERNMENT
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON COUNTY, VIRGINIA 22201**

INVITATION TO BID NO. 19-066

ADDENDUM NO. ONE (001)

Arlington County Invitation to Bid No. 19-066, entitled, "Test Hole Utility Designation and Locating Services in Arlington County, Virginia" is hereby amended as follows:

1. The Invitation to Bid document is replaced in its entirety to correct the Invitation to Bid No. at the top of the cover page, page 111 and confirm the Bid Bond requirement at Five Percent (5%).

The remainder of the solicitation remains unchanged.

Shirley Diamond
Procurement Officer
Arlington County Government
Arlington County, Virginia
stdiamond@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER _____.

FIRM NAME: _____

**AUTHORIZED
SIGNATURE:**

DATE:

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

INVITATION TO BID NO. 19-066

ADDENDUM NO. TWO (002)

Arlington County Invitation to Bid No. 19-066, entitled, "Test Hole Utility Designation and Locating Services in Arlington County, Virginia" is hereby amended as follows:

1. Attached are the responses to questions submitted on or before October 10, 2018.

The remainder of the solicitation remains unchanged.

Shirley Diamond
Procurement Officer
Arlington County Government
Arlington County, Virginia
stdiamond@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER _____.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

ARLINGTON COUNTY GOVERNMENT

INVITATION TO BID NO. 19-066

TEST HOLE UTILITY DESIGNATION AND LOCATING SERVICES IN
ARLINGTON COUNTY, VIRGINIA

Detailed below are responses to questions received for the above referenced Invitation to Bid No. 19-066

Question No. 1 - SUE does not fall under a contractor's license. Our firm has DROR License for the past Eight (8) years. Is that acceptable?

Response –The Contractor's license is not required if the firm is not a construction company. The Business and DROR licenses should allow firms to operate in the Commonwealth of Virginia.

Question No. 2 – Under the Scope of Services, General Item E, are you requiring a survey state out before each test hole or is this a post-test hole survey requirement?

Response– See below:

(Item E) - The County will provide the Contractor with test hole locations on a PDF plan showing northing and eastings of the test locations. It is the responsibility of the contractor to use whatever means and methods necessary to accurately field locate the locations. There will be no separate payment made for stakeout, etc.

If the location of the test holes needs to be shifted in the field for various reasons, the County expects the location of the actual test hole(s) to be provided back to the County accurately.

(Item F) – Yes. The “proposed crossing” is where a proposed existing alignment and crosses an existing alignment and must be checked for conflict.

Question No. 3 – Item F, “proposed crossing”. Is this the test hole location on the test hole plan where any conflicts can be identified?

Response – See response to Question No. 2 above.

Questions No. 4 – 2.1-Test Holes-Will each test hole require survey or will Three (3) swing ties and levels work in some situations?

Response -

Question No. 5 – 2.2, Item D, can you explain further the purpose of this item? Is the item talking about setting a mark over the top of a utility during the test hole process?

Response – Whenever a location needs to be marked using nail and/or still pin, it should be included in the services and will not be considered as a separate pay item. Item 2.2.D- is modified to add the language “if needed.”

A separate Addendum will be issued regarding Excavated Area Restoration.

Question No. 6 – Excavated Area Restoration- Our firm does not have the capability to restore the area back to the original surface as we are not an asphalt company. Our firm has been approved by VDOT to use either QPR cold patch or Aquaphalt. Our firm guarantees patches for Three (3) years and have not had any issues using this material in the past. Will either of these other methods be acceptable?

Response – See response to Question No. 5 above. A separate Addendum will be issued to modify Excavated Area Restoration.

Question No. 7 – Other Special Provisions-D-Pay Item #10-Is this referring to test holes; however, the Price Schedule has something different. Please clarify.

Response: The Provision will be deleted in its entirety. A separate Addendum will be issued to address this Provision.

Question No. 8 – How long was the previous contract?

Response: - The length of the previous contract is not relevant to this solicitation.

Question No. 9 – Why was the previous solicitation cancelled.

Response: The cancellation of the previous solicitation is not relevant to this solicitation.

Question No. 10 – There is no bid item for hot patch, prices for both hot patch in most instances is more than a test hole price.

Response: See responses to Question Nos. 5 and 6 above.

Question No. 11 – Item No. 7-Lump Sum Price Per day. Is this item for test holes or designating?

Response: Note: The item is No. 6 not 7.

The foregoing is discussed in “Other Special Provisions – B”. It is for test pit and utility location and designation services.

Question No. 12 – Bid number on attachment is showing as 19-034.

Response: All references to 19-034 have been removed.

Question No. 13 – The contract shows requiring a contractor’s license. Can this be under professional services? Test holes usually fall under professions services with Designation/Survey.

Response: See response to Question No. 1 above.

Question No. 14 – Who is the incumbent for this contract?

Response: - This is a new solicitation therefore, there is no incumbent for the contract that will result from this solicitation.

Question No. 15 – What were the actual expenditure versus contract amount for this contract in the previous years?

Response: - Previous years expenditures for the services are not relevant to this solicitation.

Question No. 16 – The first page states the bid surety is Fifty Percent (50%); however, on page 8 it states Five Percent (5%). Please confirm.

Response: The Bid Bond requirement is Five Percent (5%).

Question No. 17 – Can cold patch be temporarily applied to asphalt holes while awaiting a hot mix contractor?

Response: - The requirement has been revised for Excavated Area Restoration. See Addendum.

Question No. 18 – Does hot mix need to be applied within Fourteen (14) or Twenty-One (21) days of project completion?

Response: The requirement has been revised for Excavated Area Restoration. See Addendum.

Question No. 19 – Reference number in the document No. ITB No. 19-034

Response: All references to 19-034 have been removed.

Question No. 20: - If the Contractor is to retain a professional land surveyor licensed in the Commonwealth of Virginia to survey is there a line item to retain this Surveyor?

Response: There is no line item for this. Surveying is considered incidental to the Work.

Question No. 21 – Does the Contractor need to name a sub-consultant survey firm?

Response: That is not required.

Question No. 22 – Attachment C, Line Item No. 9, Utility Designating, Location & Survey Service (>5300 LF Total Length). Does the Contractor need to retain a professional land surveyor, licensed in the Commonwealth of Virginia to do surveying?

Response: Yes. See II.2.3.F; however, surveying is considered incidental to the Work.

END OF RESPONSES

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

INVITATION TO BID NO. 19-066

ADDENDUM NO. THREE (003)

Arlington County Invitation to Bid No. 19-066, entitled, "Test Hole Utility Designation and Locating Services in Arlington County, Virginia" is hereby amended as follows:

1. Section II-Scope of Work-Sub-Section 2.2, Paragraph D.is changed to read,
"If needed, furnish, install and color code a permanent above ground marker (i.e., P.K. nail peg, steel pin or hub) directly above the centerline of the structure and record the elevation of the marker."
2. Section II-Scope of Work-Section 2-Excavated Area Restoration, Procedure for restoring test holes in asphalt pavement one foot (1') or less, in diameter is changed to read,
"The Contractor shall apply 24 inches of compacted sub-base complying with VDOT 21-A placed on compacted fill and brought to the surface grade by seven inches (7") of compacted SM-9.5A hot mix or cord mix asphalt from VDOT's approved Materials list."
3. DES Engineering Special Conditions- Other Special Provisions-D-Pay Item #10 is deleted in its entirety:
~~This pay item shall only be used in situations where a Purchase Order has already been issued for a task and Contractor has mobilized for service with a pre-determined number of test holes and the Project Officer sees a need for additional test holes."~~
4. Contract Provision 8-Payment Terms, second sentence is changed to read:
"The County will pay the Contractor within Forty-Five (45) calendar 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 remainder of the solicitation remains unchanged.

Shirley Diamond
Procurement Officer
Arlington County Government
Arlington County, Virginia
stdiamond@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER _____.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____