

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

AGREEMENT NO. 19-042-ITB

THIS AGREEMENT is made, on the date of execution by the County, between Nastos Construction, Inc. located at 1421 Kenilworth Ave NE, Washington DC 20019 ("Contractor") a Maryland Corporation 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. 19-042-ITB, and all modifications properly incorporated into the Agreement
- Attachment A – Arlington County Invitation to Bid No. 19-042-ITB, including the General Conditions, and any Special Conditions and/or Supplementary Specifications
- Attachment B – Special Conditions of Arlington County
- Attachment C – Specifications, Drawings and Construction Notes
- Attachment D – Price Bid of Contractor, Including Add-On #1

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the order of precedence of the Contract Documents shall be as follows:

Attachments A, B and C are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply; and Attachments A, B and C shall prevail over Attachment F.

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. 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 the Contract.

3. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for the construction of renovation of playground at Mosaic Park (the "Project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

4. TIME FOR COMPLETION

Work under this Agreement shall achieve Substantial Completion no later than two hundred and seventy (270) consecutive calendar days after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This two hundred and seventy (270) day period shall be the Period of Performance for Final Completion. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions.

Unless otherwise provided, no claims for early completion are allowed.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Attachment A for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit).

6. PROGRESS PAYMENTS AND RETAINAGE

The County will make monthly progress or partial payments to the Contractor on the basis of an estimate, provided by the Contractor and approved by the Project Officer, of all work performed during the preceding calendar month to the satisfaction of the Project Officer. However, 5% of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Final Acceptance.

When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

7. 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) days after approval of an invoice for completed work which is reasonable and allocable to the Contract. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

8. 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.

9. RELEASE AND REQUEST FOR FINAL PAYMENT

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

10. LIQUIDATED DAMAGES

Time is of the essence under this Contract. The Work must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Substantial Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that seven hundred and thirty three dollars (\$733) per calendar day is in proportion to the loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages seven hundred and thirty three dollars (\$733) per day for each and every day beyond the time for Final Completion that the County determines Final Completion has not achieved. The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

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 occurs first.

12. 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.

13. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

14. 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.

15. 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.

16. 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.

17. 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.

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

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from 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. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

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

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.

21. 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.

22. 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.

23. 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.

24. OWNERSHIP OF WORK PRODUCT

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

All work product, in any form, that results from this Contract is the 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 allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must 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.

25. 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.

26. 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 proposal 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.

27. 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.

28. 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.

29. 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.

30. RELATION TO THE 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.

31. 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.

32. 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)

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater,

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

34. 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.

35. AMENDMENTS

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

36. 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.

37. 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.

38. 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.

39. ARBITRATION

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

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. 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.

46. 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.

47. 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:
Ray Amirian, Vice President
Nastos Construction, Inc
1421 Kenilworth Ave, NE
Washington, DC 20019

TO THE COUNTY:
Thomas Boyd III, Project Officer
Department of Parks and Recreation
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

AND

Sharon Lewis, M.A., M.P.S., VCO, CPPB
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

48. 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.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. INSURANCE, PAYMENT AND PERFORMANCE BONDS

The Contractor shall maintain the required insurance coverage and payment and performance bonds through completion of the Contract, including all warranty and guarantee periods.

51. 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: _____

NAME: SHARON LEWIS, M.A., M.P.S., VCO, CPPB
TITLE: PURCHASING AGENT

DATE: _____

3/14/2019

NASTOS CONSTRUCTION, INC

AUTHORIZED
SIGNATURE: _____

NAME AND
TITLE: Ray Amirian, Vice President

DATE: 03-14-2019

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 19-042-ITB

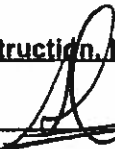
BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 1:00 P.M., ON JANUARY 8th, 2019

FOR PROVIDING CONSTRUCTION SERVICES IDENTIFIED HEREIN IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

SUBMITTED BY:
(legal name of entity) Nastos Construction, Inc.

AUTHORIZED SIGNATURE: 

PRINT NAME AND TITLE: Ray Amirian - Vice-President

ADDRESS: 1421 Kenilworth Ave. NE

CITY/STATE/ZIP: Washington, DC 20019

TELEPHONE NO.: (202) 398-5500 E-MAIL ADDRESS: ray.amirian@nastos.com

THIS ENTITY IS INCORPORATED IN: Maryland

THIS ENTITY IS A:
(check the applicable option)

CORPORATION	<input checked="" type="checkbox"/>	LIMITED PARTNERSHIP	<input type="checkbox"/>
GENERAL PARTNERSHIP	<input type="checkbox"/>	UNINCORPORATED ASSOCIATION	<input type="checkbox"/>
LIMITED LIABILITY COMPANY	<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA? YES NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE SCC: F179877-A

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

BID FORM, PAGE 2 OF 5

VIRGINIA CONTRACTOR'S LICENSE NUMBER:

2705069215

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available)

80-831-0007

**IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY
DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON
COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL
SUBDIVISION?**

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

The undersigned certifies that (Bidder Name) Nastos Construction, Inc.
is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia.
Certificate Number 2705069215 for a Class A License was issued on the 31 day of
May, 2020. The undersigned further certifies that the registration fee and all renewal fees
required under law have been paid.

**TIME LIMIT FOR PROJECT: FINAL COMPLETION – 270 CALENDAR DAYS FROM
SUBSTANTIAL COMPLETION**

LIQUIDATED DAMAGES: FINAL COMPLETION - \$733.00 PER DAY

**COMPLETE THE PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHMENT A
TO ITB NO. 19-042-ITB AND SUBMIT IT WITH YOUR BID.**

**FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER
NONRESPONSIVE.**

BIDDER NAME: Nastos Construction, Inc.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda: A, B, C, D & E

ADDENDUM NO. A	DATE: <u>12/06/2018</u>	INITIAL: <u>RA</u>	ADDENDUM NO. E
ADDENDUM NO. B	DATE: <u>12/12/2018</u>	INITIAL: <u>RA</u>	DATE <u>01/07/2018</u>
ADDENDUM NO. C	DATE: <u>12/28/2018</u>	INITIAL: <u>RA</u>	INITIAL <u>[Signature]</u>
ADDENDUM NO. D	DATE: <u>01/07/2019</u>	INITIAL <u>[Signature]</u>	

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the proposal that contain such data or materials:

N/A

BIDDER NAME: Nastos Construction, Inc.

State the specific reason(s) why protection is necessary:

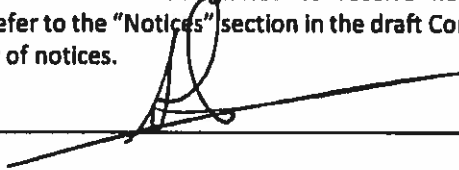
N/A

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Ray Amirian 

ADDRESS: 1421 Kenilworth Ave. NE
Washington, DC 20019

E-MAIL: ray.amirian@nastos.com

19-042-ITB - ATTACHMENT A - BID FORM

PRICING SHEET

FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE RECONSTRUCTION OF MOSAIC PARK LOCATED AT 538 N. POLLARD STREET IN ARLINGTON, VIRGINIA

The contract will be awarded to the lowest responsive and responsible bidder.

BIDDERS SHALL PROVIDE PRICES IN ALL CELLS HIGHLIGHTED IN BLUE.
ALL PRICES SHALL BE ROUNDED TO NOT MORE THAN 2 DECIMAL PLACES.

PROJECT COST BREAKDOWN

SECTION NO.	ITEM	TOTAL PRICE
011000	PERMITS	\$ 13,517.00
011000	GENERAL REQUIREMENTS	\$ 432,235.00
012000	COST OF MOBILIZATION, NOT TO EXCEED 3% OF TOTAL OF ALL OTHER ITEMS: Shall include Furnishing and set-up of Equipment required for Site Operation and other Expenses required for the Initiation of Contract Work.	\$ 112,702.00
015000	COST OF TEMPORARY WORKS: Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 22,004.00
310100 329100	COST OF EARTHWORK: Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications. EXCLUDES Contaminated Soil Removal and Disposal allowance, Drainage Course for Slabs-on-Grade, and Base Course for Paving.	\$ 294,235.00
310100	COST OF SOIL REMEDIATION (ALLOWANCE): Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications. (refer to Soil Management Plan)	\$250,000.00
033000 331000 333000 334000 051200	COST OF SITE CLEARING, DEMOLITION, & REMOVALS: Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 351,815.00
033000 331000 333000 334000 051200	COST OF UNDERGROUND STORAGE VAULT: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications.	\$ 42,110.00
033000 051200 055213 061065 225200	COST OF WATER FEATURE EQUIPMENT ENCLOSURE: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 161,165.00

033000 051200 042000	COST OF CAST IN PLACE CONCRETE: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications.	\$ 375,781.00
321216	COST OF FLEXIBLE PAVING: (ASPHALT) (Cost of Excavation is NOT included in this line) - Complete and in place, according to drawings and specifications.	\$ 57,323.00
033000 321213	COST OF RIGID PAVING: (CONCRETE) (Cost of Excavation is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 286,524.00
116800 321216 321816.13 321900	COST OF RECREATIONAL SURFACING: Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 298,548.00
323119	COST OF FENCING: (Cost of Excavation and Concrete is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 45,397.00
116800	COST OF PLAY EQUIPMENT: (Cost of Excavation and Concrete is NOT included in this line) - Complete and in place, according to drawings and specifications and manufacturer's recommendations. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 565,060.00
329000 329100	COST OF LANDSCAPING: Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 199,221.00
129300	COST OF SITE FURNISHINGS: Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 205,865.00
101426	COST OF SIGNS: Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 13,759.00
225200	COST OF WATER FEATURE: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 485,675.00
331000	COST OF WATER UTILITIES: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 100,258.00
333000	COST OF SANITARY SEWERS: (Cost of Excavation is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 60,104.00

334000	COST OF STORM DRAINAGE: (Cost of Excavation and Backfill is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 110,503.00
310100 328433 329113 329300 329450 334000	COST OF STORM WATER MANAGEMENT SYSTEM: (Cost of Excavation is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, testing, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 109,954.00
260100 260500 260540 260550 261110 261200 261300 261700 261810 263100 264500	COST OF ELECTRICAL INSTALLATIONS: (Cost of Excavation, Backfill, and Concrete is NOT included in this line) - Complete and in place, according to drawings and specifications. Shall include the cost of all labor, materials, testing, and incidental expenses necessary to complete the work, in accordance with the plans and specifications.	\$ 633,545.00
GRAND TOTAL BID PRICE		5,227,300.00

CONTRACT UNIT PRICES (To Be Used For Calculation Of Possible Change Orders)

ARLINGTON COUNTY DOES NOT GUARENTEE A MINIMUM OR MAXIMUM NUMBER OF UNIT PRICE PURCHASES.

Provide and Install Each Item As Described In Bid Documents.

SECTION NO	ITEM DESCRIPTION	UNIT	UNIT PRICE
310100	GENERAL GRADING	CY	\$ 16.00
310100	FINE GRADING	SF	\$ 5.00
310100	CLEAN FILL MATERIAL IN PLACE	CY	\$ 58.00
310100	TRENCHING	LF	\$ 50.00
329100	TOPSOIL	CY	\$ 45.00
329100	STRUCTURAL SOIL	CY	\$ 56.00
310100	CONTAMINATED SOIL REMOVAL/DISPOSAL (STIPULATED COST)	TON	\$55
311100	TREE PROTECTION FENCING	LF	\$ 9.00
310100	AGGREGATE BASE #57	CY	\$ 148.00
310100	AGGREGATE BASE 21-A	CY	\$ 136.00
311000	TREE REMOVAL	EA	\$ 1,500.00
321313	SAWCUTTING	LF	\$ 32.00
311100	CONSTRUCTION FENCE	LF	\$ 15.00
015000	SILT FENCE	LF	\$ 9.00
015000	SUPER SILT FENCE	LF	\$ 12.00
329200	SOD	SF	\$ 3.00
261110	UNDERGROUND CONDUIT & WIRE	LF	\$ 52.00
261110	UNDERGROUND EMPTY CONDUIT - 2"	LF	\$ 38.00
261110	UNDERGROUND EMPTY CONDUIT - 4"	LF	\$ 44.00
334000	3" CHANNEL INLET PIPING	LF	\$ 78.00
225200 331000	1" PVC PIPE	LF	\$ 29.00
225200 331000	1-1/2" PVC PIPE	LF	\$ 34.00
333000 334000	3" PVC PIPE	LF	\$ 39.00
333000 334000	4" PVC PIPE	LF	\$ 44.00
333000 334000	4" PERFORATED PVC PIPE	LF	\$ 46.00
333000 334000	6" PVC PIPE	LF	\$ 50.00
333000 334000	8" PVC PIPE	LF	\$ 56.00
333000 334000	12" PVC PIPE	LF	\$ 64.00
333000 334000	14" PVC PIPE	LF	\$ 74.00
333000 334000	16" PVC PIPE	LF	\$ 98.00

333000 334000	18" CONCRETE PIPING	LF	\$ 1,740.00
333000 334000	21" CONCRETE PIPING	LF	\$ 1,980.00
333000 334000	24" CONCRETE PIPING	LF	\$ 2,340.00
333000 334000	36" CONCRETE PIPING	LF	\$ 3,300.00
225200 331000	3/4" COPPER WATER LINE	LF	\$ 98.00
225200 331000	1" COPPER WATER LINE	LF	\$ 115.00
333000	1-1/2" WASTE WATER LINE	LF	\$ 28.00
321216	ASPHALT PAVING	SF	\$ 8.00
321216	MILL ASPHALT AND INSTALL NEW WEARING COURSE	SF	\$ 10.00
033000	CAST-IN-PLACE CONCRETE	CY	\$ 336.00
033000 310100	CONCRETE REINFORCEMENT	LBS	\$ 14.00
321313	CONCRETE CURB AND GUTTER	LF	\$ 51.00
33000	6" CONCRETE EDGING	LF	\$ 44.00
042000	GLAZED THIN BRICK VENEER	SF	\$ 16.00
225200	8" TRENCH DRAIN W/GRATE	LF	\$ 60.00
225200	1'-7" TRENCH CONVEYANCE W/GRATE	LF	\$ 72.00
321900	SYNTHETIC TURF w/FOAM BASE AND AGGREGATE SUB	SF	\$ 32.00
321816.13	RUBBER POURED-IN-PLACE	SF	\$ 28.00
129300	TRASH RECEPTACLE	EA	\$ 780.00
129300	RECYCLING RECEPTACLE	EA	\$ 816.00
329450	SILVA CELLS - THREE TIER DEEP	EA	\$ 502.00
329300	8'-10' TREE	EA	\$ 578.00
329300	10'-12' TREE	EA	\$ 626.00
329300	2" - 2-1/2" CALIPER TREE	EA	\$ 368.00
329300	3" - 3-1/2" CALIPER TREE	EA	\$ 410.00
329300	SHREDDED HARDWOOD MULCH - 2" THICK	SF	\$ 1.00
329300	SHREDDED HARDWOOD MULCH - 3" THICK	SF	\$ 1.20
329300	GROUND COVER - PLUG	SF	\$ 2.50
329300	SHRUBS - 3GAL.	EA	\$ 29.00
329300	PERENNIALS - 1GAL.	EA	\$ 38.00
329300	PERENNIALS - QT.	EA	\$ 24.00
310100	UNDER CUT & REPLACEMENT DUE TO UNSUITABLE BEARING	CY	\$ 120.00

PROJECT ADD-ON ITEMS

SECTION NO.	ITEM DESCRIPTION	ADD-ON PRICE
ADD-ON #1		
116800	CORNSTOCKS - Includes all items necessary to install FREE PLAY PLAYGROUNDS Cornstalks WITH LED LIGHT OPTION as shown on the drawings and as indicated in specification 116800, installed per manufacturer's recommendation, including all associated electrical work. Contractor shall provide shop drawings for approval prior to installation.	\$ 60,475.00

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NASTOS CONSTRUCTION, INC.
1421 Kenilworth Avenue, NE

Washington, DC 20019

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street

Worcester, MA 01653-0002

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Arlington County, Office of The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

BOND AMOUNT: Five Percent of the Amount Bid (- - - - 5.00% - - - -)

PROJECT: Invitation to Bid 19-042-ITB - Construction of Improvement at Mosaic Park

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

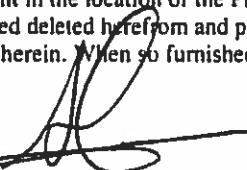
Signed and sealed this 10th day of January, 2019.

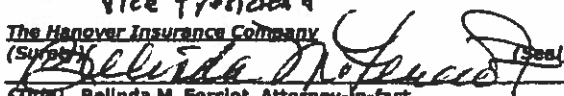


(Witness)



(Witness) Debra L. Stewart, Witness as to Surety



NASTOS CONSTRUCTION, INC.
(Principal) **Hay Amirjan** (Seal)
(Title) **Vice President**
The Hanover Insurance Company
(Surety)


(Title) **Belinda M. Ferclot, Attorney-in-fact** (Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Michael E. Schendel, Debra L. Stewart, Belinda M. Ferclot and/or Steve Parvin

of Centennial Surety Associates, Inc. of Millersville, MD and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

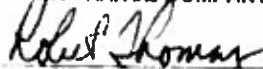
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 16th day of December 2014.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 16th day of December 2014 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of January 2019.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


J. Michael Pete, Vice President

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED-

COVERAGE MINIMUM(S)

- _X_1. Workers' Compensation Statutory limits of Virginia
- _X_2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- _X_3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- _X_4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- _X_6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- _X_7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- _X_11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- _X_12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- _X_13. Per Project Aggregate
- _14. Professional Liability
 - _ a. Architects and Engineers \$1 Million per occurrence/claim
 - _ b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - _ c. Medical Malpractice \$1 Million per occurrence/claim
 - _ d. Medical Professional Liability \$ Limits as set forth in Virginia Code 8.01.581.15
- _15. Miscellaneous E&O \$1 Million per occurrence/claim
- _16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- _17. Motor Cargo Insurance
- _18. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- _19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- _20. Inland Marine-Bailee's Insurance \$ _____
- _21. Moving and Rigging Floater Endorsement to CGL
- _22. Crime and Employee Dishonesty Coverage \$ _____
- _X_23. Builder's Risk Provide Coverage in the full amount of Contract, including any amendments
- _24. XCU Coverage Endorsement to CGL
- _25. USL&H Federal Statutory Limits
- _26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- _X_27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- _X_28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- _X_29. Certificate of Insurance shall show Bid Number and Bid Title.

_30. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: The Jacobs Company

AUTH. SIGNATURE: [Signature]

BIDDER'S STATEMENT:
If awarded the Contract, I will comply with all Contract Insurance requirements.

BIDDER NAME: Nastos Construction

AUTH. SIGNATURE: [Signature]



NASTO-1

QP ID: K2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Jacobs Company, Inc. 7164 Columbia Gateway Drive Columbia, MD 21046-1448	410-996-6611	CONTACT NAME: Kelly Arnold-Hess, CISR PHONE (A/C, No, Ext): 410-995-6611 FAX (A/C, No): 410-381-2106 E-MAIL ADDRESS: karnold@jacobscompany.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Nastos Construction, Inc. 1421 Kenilworth Avenue NE Washington, DC 20019	INSURER A: Firemen's Ins Co of Wash DC		21784
	INSURER B: Berkley Mid-Atlantic Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPA0100988-48	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA4250801-45	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA0100988-48	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WCAD100990-50	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			CPA0100988-48	01/01/2019	01/01/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blid#19-042-1TB Title:Mosaic Park Arlington County, its officers, elected & appointed officials, employees & agents shall be named as an additional insured in the Contractors General Liability Policy as required by written and executed contract.

CERTIFICATE HOLDER Arlington County Government 2100 Clarendon Blvd, Ste 600 Arlington, VA 22201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kelly Arnold-Hess</i>
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 19-037-ITB

ADDENDUM A

Arlington County Invitation to Bid No. 19-037-ITB for Mosaic Park Renovations is amended as follows:

- Correction: Optional pre-bid meeting will be held on WEDNESDAY, December 12, at 3:00pm, on site.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM NUMBER A IS ACKNOWLEDGED.

FIRM NAME: Nastos Construction, Inc.

AUTHORIZED SIGNATURE:  **DATE:** 1/16/2019

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 19-042-ITB

ADDENDUM B

Arlington County Invitation to Bid No. 19-042-ITB for Mosaic Park Renovations is amended as follows:

- I. Optional pre-bid meeting was held on **WEDNESDAY**, December 12, at 3:00pm, on site. Meeting minutes and list of attendees is attached to this Addendum.
- II. Initial question deadline is postponed until Wednesday, December 19, at 5:00pm. Follow up question deadline is December 27, 2018 by 5:00pm.
- III. E-mail for submission of questions, substitutes, and all other related questions is ischerbakov@arlingtonva.us
- IV. The following questions have been received:
 1. Can the shade structure that's attached be substituted? And if so what information I need to supply for that to happen?
Response: If it meets the over-all design intent and general dimensions, an alternate may be considered for approval. Shop drawings, specifications, and warranty information must be submitted by the initial question deadline above in order for the substitution to be considered.
 2. Are alternate manufacturers are accepted for the playground equipment in this bid. *Response: Alternate manufacturers are not accepted for items that are marked as "no substitute". Those brand names are listed on Page 1 of the solicitation. For other items, please submit cutsheets for alternate manufacturer's equipment by the question deadline.*
 3. What is the design intent of the water feature in Mosaic Park? More specifically, is it intended to be an 'interactive' feature for kids to run and play through or more for a visual display.
Response: It is both meant for display, as well as for interaction. There is a narrative in the drawing set as to how it functions, for it is recirculating

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM B IS ACKNOWLEDGED.

FIRM NAME: Nastos Construction, Inc.

AUTHORIZED
SIGNATURE: _____

DATE: 1/16/2019

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 19-042-ITB**

ADDENDUM C

Arlington County Invitation to Bid No. 19-042-ITB for Mosaic Park Renovations is amended as follows:

- I. Bid due deadline is postponed until Thursday, January 10, 2019 at 1:30pm.
- II. Follow up question deadline has been postponed until January 2, 2019 by 5:00pm. Only questions regarding answers provided by the County in Addendums B and C will be accepted.
- III. The following questions have been received:
 1. Note 26 on C1.05 does not appear to reference a proposed dry utility in all locations- please see attached. Please clarify what this note is supposed to mean in these locations.
County Response: Please disregard note 26 on C1.05 that does not point to anything.
 2. Who will be responsible for certifying the BMP facilities? The County will be responsible for certifying the BMP facilities.
 3. Who will be responsible for testing soils and determining haul off due to contamination?
County Response: As indicated in the Soil Management Plan, the County will designate an environmental professional to perform excavation monitoring, field screening, and testing to determine whether material will be disposed of off-site as contaminated.
 4. Where is Epic #1? #2 and #3 are on the plans, but we cannot find #1.
County Response: There is not an Epic #1.
 5. Keynote 1 on C1.06 is missing from the list of key notes, but is on the plans. Please clarify what this key note should be.
County Response: Keynote should read: PROPOSED TRENCH DRAIN. REFER TO LANDSCAPE PLANS FOR DETAILS. SEE SHEET C5.04 FOR PROFILES.
 6. Do we need ROW permits to work in between the lots within the site?
County Response: No.
 7. Are necessary concrete cradles shown in the utility profiles?
County Response: This question will be answered in Addendum D.
 8. Please clarify 4/C5.01's comment "if necessary". Is this detail necessary?
County Response: It won't be determined if this is necessary until geotechnical testing during construction.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM C IS ACKNOWLEDGED.

FIRM NAME: Nastos Construction, Inc.

AUTHORIZED SIGNATURE:  **DATE:** 1/16/2019

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 19-042-ITB

ADDENDUM D

Arlington County Invitation to Bid No. 19-042-ITB for Mosaic Park Renovations is amended as follows:

- I. Bid due deadline is postponed until Thursday, January 17, 2019 at 1:30pm.

- II. The following questions have been received previously but have not been answered:
 1. Are necessary concrete cradles shown in the utility profiles??
County Response: No, they are not.

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM D IS ACKNOWLEDGED.

FIRM NAME: Nastos Construction, Inc.

AUTHORIZED SIGNATURE:  _____ DATE: 1/16/2019

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 19-042-ITB

ADDENDUM E

Arlington County Invitation to Bid No. 19-042-ITB for Mosaic Park Renovations is amended as follows:

1. Bid due deadline is revised until Wednesday, January 16, 2019 at 2:30pm. Please note that this is one day EARLIER than the question deadline indicated in the Addendum D

The balance of the solicitation remains unchanged.

Arlington County, Virginia

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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

RECEIPT OF ADDENDUM E IS ACKNOWLEDGED.

FIRM NAME: Nastos Construction, Inc.

AUTHORIZED
SIGNATURE: _____

DATE: 1/16/2019



CONSTRUCTION INC.

1421 Kenilworth

Avenue, N.E.

Washington ,

D.C. 20019

202-398-5500 Phone

202-398-5501 Fax

info@nastos.com E-mail

March 12, 2019

Arlington County Virginia
Department of Management and Finance
2100 Clarendon Blvd., Suite 500
Arlington, VA 22201

Attention: Mr. Igor Scherbakov, CPPB, Procurement Officer
Project: Construction of Improvement at Mosaic Park
Project No.: 19-042-ITB

Reference: Notice of Intent to Award

Mr. Scherbakov,

As directed, kindly see attached requested document related to issue of contract for the
aforementioned project.

1. Executed copy of the contract.
2. Insurance certificate
3. Payment & Performance Bond.
4. Authorization letter

Should you have any questions, or require additional information, please feel free to
contact the under signed at (202) 398-5500 ext. 257.

Sincerely,



Ray Amirian,
Vice President



GENERAL
CONTRACTORS.