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

CONTRACT AWARD COVERPAGE

TO: AM-LINER EAST, INC. 601 JACK ENDERS BLVD. BERRYVILLE, VA 22611 DATE ISSUED: CONTRACT NO: CONTRACT TITLE: NOVEMBER 16, 2020

20-268-ITB

THE REHABILITATION OF THE GULF RUN SANITARY SEWER FORCE

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

The contract documents consist of the terms and conditions of AGREEMENT No. 20-268-ITB, including any attachments or amendments thereto.

EFFECTIVE DATE: NOVEMBER 16, 2020 EXPIRES: 150 CALENDARS DAYS FROM THE NOTICE TO PROCEED. ANTICIPATED APRIL 16, 2021 RENEWALS: NONE COMMODITY CODE(S): 91381 LIVING WAGE: N

ATTACHMENTS:

AGREEMENT NO. 20-268-ITB ATTACHMENT B – SPECIFICATIONS, DRAWINGS, AND CONSTRUCTION NOTES ATTACHMENT C – PRICE BID OF CONTRACTOR

<u>EMPLOYEES NOT TO BENEFIT:</u> NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MEL WILLETT	VENDOR TEL. NO.:	<u>(540) 955-9671</u>
EMAIL ADDRESS: MWILLETT@AMLINEREAST.COM		
COUNTY CONTACT: PIERRE CAYATTE, DES, WSS	COUNTY TEL. NO.:	<u>(703) 228-7612</u>
COUNTY CONTACT EMAIL: PCAYATTE@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: Procurement Officer_____ Date_11/16/20

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

AGREEMENT NO. 20-268-ITB

THIS AGREEMENT is made, on **November 16, 2020**, between **AM-Liner East, Inc.**, 601 Jack Enders Blvd., Berryville, Virginia 22611 ("Contractor"), a Virginia Stock 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. <u>CONTRACT DOCUMENTS</u>

The Contract Documents consist of:

- Agreement No. 20-268-ITB, and all modifications properly incorporated into the Agreement
- Exhibit A Arlington County Invitation to Bid No. 20-268-ITB, including DES General Conditions, Special Conditions, Supplementary Specifications, solicitation exhibits, attachments, and addenda herein incorporated by reference
- Exhibit B Specifications, Drawings and Construction Notes
- Exhibit C Price Bid of Contractor

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

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. <u>SCOPE OF WORK</u>

The Contractor will furnish all labor, materials, and equipment for the rehabilitation construction of the Gulf Run Sanitary Sewer Force Main (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.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer identified in Section 53, Notices, unless the Contractor is otherwise notified in writing.

4. <u>TIME FOR COMPLETION</u>

Work under this Agreement shall achieve Substantial Completion no later than one hundred and fifty (150) 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 one hundred and fifty (150) day period shall be the Period of Performance for Substantial Completion. No Work shall be deemed Substantially Complete until it meets the requirements of Substantial Completion set forth in the General Conditions. Final Completion of the Work shall be completed no later than one hundred and eighty (180) calendar days after the date of acceptance of Substantial Completion by the County Project Officer. 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. <u>CONTRACT AMOUNT</u>

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 Exhibit C, but not more than **\$1,496,000** 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) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

6. **PROGRESS PAYMENTS AND RETAINAGE**

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by 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 Substantial Completion.

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. <u>PAYMENT TERMS</u>

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor 45 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.

8. <u>PAYMENT OF SUBCONTRACTORS</u>

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. <u>RELEASE AND REQUEST FOR FINAL PAYMENT</u>

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 **\$610.00** per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$610.00** per day for each and every day beyond the time for Substantial Completion that the County determines Substantial Completion has not achieved. The County and the Contractor also agree that damages for failure to achieve Final Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that **\$610.00** per calendar day is in proportion to the actual loss the County would suffer from such determination but that **\$610.00** per calendar day is in proportion to the actual loss the County would suffer from such detay. Therefore, the Contractor will pay the County as liquidated damages **\$610.00** per day for each add suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$610.00** per day for each add suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$610.00** per day for each add suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages **\$610.00** per day for each and every day beyond the time for Final Completion until Final Completion is 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. PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on site, and with its own organization, at least fifty-five percent (55%) of the total direct labor and at least fifty-five percent (55%) of the total work in place to be performed under the Contract.

The self-performance percentage may be reduced by an Amendment to the Contract, if during performance of the Work, the Contractor requests a reduction and the Project Officer determines that the reduction would be to the advantage of the County.

12. <u>NON-APPROPRIATION</u>

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.

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. <u>LIEN</u>

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.

15. <u>EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED</u>

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.

16. <u>EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED</u>

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.

17. 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.

18. <u>PROJECT STAFF</u>

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.

19. 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.

20. 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.

21. 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. <u>Termination for Unsatisfactory Performance</u>. 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. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration 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.

 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, as defined above, 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.

22. 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, vendors, delivery drivers 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.

23. 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.

24. <u>COPYRIGHT</u>

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.

25. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

26. <u>CONFIDENTIAL INFORMATION</u>

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.

27. <u>ETHICS IN PUBLIC CONTRACTING</u>

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

28. <u>COUNTY EMPLOYEES</u>

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.

29. 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.

30. <u>AUTHORITY TO TRANSACT BUSINESS</u>

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.

31. <u>RELATION TO THE COUNTY</u>

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.

32. <u>ANTITRUST</u>

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.

33. <u>REPORT STANDARDS</u>

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)

34. <u>AUDIT</u>

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's 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.

35. <u>ASSIGNMENT</u>

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.

36. <u>AMENDMENTS</u>

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

37. <u>ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES</u>

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

38. 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.

39. 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.

40. ARBITRATION

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

41. 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.

42. <u>NO WAIVER</u>

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.

43. <u>SEVERABILITY</u>

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.

44. 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.

45. <u>SURVIVAL OF TERMS</u>

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; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. <u>HEADINGS</u>

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.

47. <u>AMBIGUITIES</u>

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.

48. <u>NOTICES</u>

Unless otherwise provided in writing, all legal notices and other formal 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:

Mel Willett, Vice President AM-Liner East, Inc. 601 Jack Enders Blvd. Berryville, Virginia 22611 Phone: (540) 955-9671 Email: mwillett@amlinereast.com

TO THE COUNTY:

Pierre Cayatte, Project Officer Arlington County, Virginia 4200 28th St S Arlington, VA 22206 Phone: (703) 228-7612 Email: pcayatte@arlingtonva.us

<u>AND</u>

Sharon T. Lewis, LL.M, MPS, VCO, CPPB Purchasing Agent Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201 Phone: (703) 228-3294 Email: <u>slewis1@arlingtonva.us</u>

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

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

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 as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

60. <u>COUNTERPARTS</u>

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	AM-LINER EAST, INC.	
AUTHORIZED Laylin Schrüber	AUTHORIZED DocuSigned by:	
SIGNATURE:	SIGNATURE:	
NAME <u>KAYLIN SCHREIBER</u>	Isidorio Giuliani	
TITLE: PROCUREMENT OFFICER	NAME	
DATE:	DATE:	

EXHIBIT B SPECIFICATIONS

Arlington County (County) intends to establish a contract for the rehabilitation of the Gulf Run sanitary sewer force main. This ten (10) inch cast iron force main was constructed in 1963 and is approximately 2,191 feet long. It has experienced failures in the past, requiring spot repairs completed by the County. The only rehabilitation method that will be considered for this project is pressure cured in place pipe (CIPP) lining of the existing force main.

1. TECHNICAL SPECIFICATIONS FOR PRESSURE CIPP LINING

A. SCOPE OF WORK:

- The Contractor shall provide a means for rehabilitation of the Gulf Run sanitary force main using the pressure CIPP reconstruction process with closed-circuit video support to document the preand post-condition of the sanitary sewer force main. The Contractor shall follow the County's Construction Standards and Specifications which can be found at which can be found at <u>https://topics.arlingtonva.us/wp-content/uploads/sites/21/2013/12/Construction-Specifications-9-30-13.pdf</u>.
- 2. Gulf Run pump station's pump normal discharge pressure is 40 to 50 psig. For 2019, the average wastewater temperature was 71 degrees, with a maximum of 82 degrees, and a minimum of 59 degrees.
- The rehabilitation of the sanitary sewer force main shall start just downstream from the isolation valve located in the pumping station's outside meter vault, and end at the discharge manhole #220 (new numbering system) or #11668 (old numbering system) located nearby 3821
 N. Oakland St. (see Attachments D and E for locations of the start and end of work).
- 4. Shot length and pit location shall be submitted by the Contractor and reviewed and approved by Arlington County. The Contractor shall try to minimize the impact on traffic and residential driveways. The Contractor shall be responsible to perform asphalt and/or concrete restoration at the potential access pits.
- 5. Pressure Pipe Testing The Contractor shall perform a hydrostatic pressure test. The pressure shall be at twice the known working pressure or at the working pressure plus 50 psi, whichever is less. Contract shall hold this pressure for a period of two (2) to three (3) hours to allow for stabilization of the CIPP. After this period, the pressure test shall begin for a minimum of one (1) hour. The allowable leakage during the pressure test shall be twenty (20) U.S. gallons per inch of internal pipe diameter per mile per day, providing that all air has been evacuated from the line prior to testing and the CIPP has cooled down to ambient temperature.
- 6. The Contractor shall be responsible for providing all labor, supervision, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with contract terms and conditions.
- 7. Gulf Run pumping station grounds can be used for laydown/storage if necessary. However, laydown/storage location shall not prevent pumping station maintenance staff to access or park

at the pumping station at any time. The Contractor shall restore the laydown/storage area to pre-construction conditions.

- 8. Any protruding pieces of concrete, other foreign objects, "dropped joints", or broken pipe shall be corrected by the Contractor before liner can be installed in order that the host pipe is left in a clean, smooth condition ready for lining, unless otherwise jointly determined by the Contractor and County Project Officer that the defect will not compromise the integrity of the liner.
- 9. If conditions such as broken pipe and major blockages are found that would prevent proper cleaning, or where additional damage could result if cleaning were attempted or continued, the Contractor, with the concurrence of the County Project Officer, shall withhold the cleaning/relining operation until after County selects a Contractor to perform the necessary point repairs.
- 10. Contractor must have a National Association of Sewer Service Companies (NASSCO) qualified CIPP inspector on site at all times to perform inspection, cleaning and/or rehabilitation of sanitary sewer lines. The Contractor shall submit a hard copy of the certification to the County Project Officer at least three (3) days prior to the inspector being on site.
- 11. Contractor shall be responsible for the clean-up restoration for any sewage backups and/or "blow back" caused by the installation of the CIPP lining.
- 12. The Contractor shall submit "wet out" and "cure" reports documenting the specific details of the liner's impregnation and saturation with resin and the installation of the CIPP liner. A copy of all "wet out" and "cure" reports shall be turned over to the County's inspector daily and made available to the County upon request and prior to request for payment.
- 13. At a minimum, reports shall include:
 - a. Contractor and Contract Number;
 - b. Line segment identification and location;
 - c. Wet out date;
 - d. Sample identification(s) and technician;
 - e. Installation (in sewer) date;
 - f. Host sewer pipe inside diameter;
 - g. Liner thickness;
 - h. Liner length and wet out length;
 - i. Liner and resin batch number; and
 - j. Resin type and quantity of resin.

14. For Fiberglass/Ultraviolet (UV) Light CIPP, the Contractor shall submit a documented record of:

- a. Time,
- b. Rate of travel of the ultraviolet light assembly, and
- c. Internal temperatures and pressures during the curing process.
- 15. The finished lining shall be continuous over the entire length of an installation segment (between two (2) manholes) and be free of foreign inclusions, wrinkles, dry spots, lifts, pinholes,

and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe. The inner surface shall have a smooth finish and be free of cracks. Some minor waviness that in the County Project Officer's opinion will not appreciably decrease the flow cross-section or affect the flow characteristics may be permissible

B. CLEANING, TELEVISING AND, DIGITAL RECORDING

- 1. The Contractor shall clean, televise, and digitally record the existing sewer segments and identify all service connections prior to reconstruction.
- 2. Contractor shall be responsible for confirming the inside diameter and condition of each manhole to manhole segment to be rehabilitated.
- 3. The Contractor's cleaning process shall include removal of all loose debris, solids, and roots.
- 4. The Contractor shall perform a televised inspection using a closed-circuit television (CCTV) color camera and record in digital format.
- 5. After liner installation has been completed, the Contractor shall inspect the liner with a television camera able to provide a total view, up and down and side to side by panning a minimum of 275 degrees and rotating 360 degrees. Lighting for the camera shall be of sufficient intensity to provide a clear picture of the entire periphery of the sewer.
- 6. The Contractor shall move the camera through the line in either direction at a uniform rate, stopping when necessary to permit proper documentation of the sewer's condition and features. In no case shall the camera be pulled at a speed greater than thirty (30) feet per minute.
- 7. The Contractor shall pan, tilt, and rotate the camera as necessary to best view and evaluate all features and points of interest found.
- 8. If during the inspection operation the television camera will not pass through the entire sewer segment, the Contractor shall set up the equipment so that the inspection can be performed from the opposite manhole. Both of these inspections shall be displayed as a single report and digital file.
- 9. The Contractor shall use blower to defog the sewer line and promote a clear picture.
- 10. The Contractor shall televise and video record after rehabilitation without waste water in the sewer line.
- 11. The video recording shall include a view into each service connection before use and, if possible, in use after the lining process. If the connection cannot be shown in use, the Contractor shall perform a thorough video inspection of the connection before moving on through the line and the video shall indicate "resident not available, flush is not possible". At service connections, the Contractor shall slowly scan the entire edge of the service connection (360 degrees).

- 12. Within access pits, the Contractor shall televise and video record both ends of the liner to determine proper cutting and to detect any leaks between the liner and the host pipe.
- 13. The Contractor shall identify each line segment by street name, upstream and downstream manhole IDs, date, length of line, and liner thickness.
- 14. The Contractor shall measure each line segment during televising and video recording to determine the exact length for billing purposes. Measurements for the location of rehabilitation shall be by the footage meter on the cable (or a manual agreed-upon device), which shall appear continuously on the video recording. Footage meter shall be standardized to reflect the distance from the inside wall of the starting manhole to the inside wall of the end manhole.
- 15. The Contractor shall check the accuracy of the distance meter by use of walking meter and/ or other agreed-upon device. The Contractor's logs and tapes shall indicate the location of all noted features, relative to the inside walls of the manholes.
- 16. The Contractor shall provide the County with a clear, viewable, color video showing the line segment from centerline of the starting manhole to the centerline of the end manhole, including all service connections, before and after the lining process.
- 17. Videos shall be provided to the County as high definition digital files in CD/DVD format or USB drive and recorded at standard play speed.
- 18. A copy of all CCTV logs and CD/DVD shall be submitted to the County Project Officer no later than fourteen (14) Calendar Days after liner installation and prior to a request for payment involving that digital recording.
- All CD/DVDs must be clearly labeled with: (1) Contractor name, (2) Contract Name and Number,
 (3) Duration, and (4) CCTV logs identified by upstream manhole and downstream manhole IDs. Submitted CCTV logs and CD/DVD shall become the property of the County.

C. TEMPORARY BYPASS:

- 1. The Contractor shall provide bypass pumping when required for acceptable completion of the rehabilitation.
- 2. Before any temporary bypass is initiated, the temporary bypass proposal shall be certified by the Contractor's Professional Engineer and approved by the County Project Officer.
- 3. The Project Officer will visit the site and audit the temporary bypass daily.
- 4. The Contractor shall provide the complete setup and maintenance of all bypass sewage facilities required to perform the work. The Contractor shall fully man bypass pumping during its entire duration.
- 5. The Contractor is permitted to perform bypass pumping using the existing quick-disconnect bypass connection located outside the pumping station and the existing pumps.

- 6. The Contractor shall perform all bypass pumping in such a manner as not to damage private or public property. The Contractor shall take all necessary precautions to ensure that no private or public property are subject to a sewage backup or spill and the Contractor shall ensure that:
 - a. Pumped sewage is in an enclosed hose or pipe that is adequately protected from damage.
 - b. Diverted sewage is restricted into a sanitary sewer system. The dumping or free flow of sewage is strictly prohibited. The Contractor shall be liable for cleanup, damages, and resultant fines in the event of a spill.
 - c. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pump may be gasoline, electric, or diesel powered. All pumps shall be constructed to allow dry running for long periods of time to accommodate the cyclical nature of sewage flows.
 - d. The standby pump, piping, and all associated equipment is operational before starting bypass operation. The standby pump shall be capable of pumping the entire flow at the required total dynamic head.
 - e. A generator has been procured for the standby pumping facility to provide power to the pump and the standby pump of equal capacity, should the primary pump fail. Pumps and generators shall be of "Quiet Type."
 - f. All pumps, piping and hoses that carry raw sewage are protected from vehicular traffic and pedestrian traffic.
- 7. In the event that during any form of maintenance of sewage flows that raw sewage is spilled, discharged, leaked, or otherwise deposited in the open environment due to the Contractor's work, the Contractor is responsible for any cleanup of solids and disinfecting of the area affected. The cleanup work shall be performed at the Contractor's expense with no additional cost to the County. The Contractor may be held liable for any fines, penalties, or other cost of the damages imposed upon the County by any agency or private party as a result of a spill or improper discharge by the Contractor.
- 8. The Contractor shall ensure that the proposed temporary bypass is properly sized based on the flow data (average daily flow, minimum daily flow, and maximum daily flow from January 2015 to October 2019) and additional information provided by the County. The Gulf Run Pump Station currently has three (3) dry pit solids handling pumps manufactured by Fairbanks Morse. Pump 1 and Pump 3 are variable speed, while Pump 2 is constant speed. Each 150 HP pump is rated for 1,180 gpm (1.7 MGD) at a total dynamic head (TDH) of 205 feet.
- 9. Upon completion of bypass pumping operations and after the receipt of written permission from the County Project Officer, the Contractor shall remove piping, restore property to pre-construction condition and restore grass and/or pavement area.

D. MATERIALS:

The Work required under this contract shall be subject to the following materials requirements:

- 1. Liner shall be designed to withstand internal and external pressures in accordance with applicable provisions of the following ASTM:
 - a. D-638: Test Method for Tensile Properties of Plastics;
 - b. D-790: Test Method for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials;
 - c. F-1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of Resin-Impregnated Tube;
 - d. F-2019: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).

E. ADDITIONAL SPECIFICATIONS:

- 1. The Contractor shall ensure all its crew members (including visitors and supervisors) are wearing the proper Personal Protection Equipment (PPE) (including- hard hat, high visible apparel (i.e. safety vest), steel toe boots, long pants, safety glasses and hearing protection (when needed).
- 2. Any crew member entering a manhole must have the following PPE:
 - a. full body safety harness,
 - b. tripod, and
 - c. working gas meter.
- 3. When Contractor personnel enter a manhole, they must have a confined space entry permit on hand with a Rescue plan.
- 4. If the County Project Officer sees anyone inside the work zone without all of the proper PPE on correctly or without confined space entry permit, the County Project Officer will stop work until all irregularities are corrected. If these irregularities continue the County Project Officer will remove the parties involved and restrict them from performing any County work for one (1) week.
- 5. The water used in the curing method shall be discharged into an approved sanitary sewer manhole. Heated cure water is NOT permitted to be discharged into the storm water system.
- Contractor must provide a certified Professional Engineer approved calculation for proper thickness when dealing with depth of ten (10) feet or more of the existing sanitary sewer pipe. All Professional Engineer certifications shall be submitted to the County Project Officer in advance of performing the work.
- 7. During night work operations, horns on equipment are not allowed to be used, unless there is an emergency.

F. WORK SITE DAMAGE:

Any damage to property, whether owned by the County or others, resulting from work performed under this Contract shall be repaired or replaced to County's satisfaction at the Contractor's expense.

G. CLEANUP AND RESTORATION:

The Contractor shall ensure all trash (including the "no parking" signs) is picked up and properly discarded at the end of each work day. The Contractor shall perform roadway restoration per Section 02650 of the Arlington County Construction Standards and Specifications.

H. CONTRACT PERFORMANCE:

- The County reserves the right to inspect all operations under this contract and to withhold payment for any work performed which is considered not in accordance with specifications. Payments withheld for this reason will be released upon receipt of satisfactory evidence (site inspection by County inspector) that the work has been corrected to the County's satisfaction. Inspections will occur within forty-eight (48) hours of completion and correction shall be completed within twenty-four (24) hours of notice to Contractor at no additional cost to the County.
- 2. Repeated violations of this provision to correct a deficiency within a twenty-four (24) hour period (more than four (4) call-backs within any calendar month) may result in cancellation of the contract under the Termination for Cause clause for non-performance. Telephonic notice to the Contractor shall be considered adequate and acceptable notice to enforce this provision.

I. WARRANTY:

 All CIPP lining workmanship placed shall be guaranteed by the Contractor for <u>a period of five (5)</u> <u>years from the date of acceptance</u> (defined as final payment). During this period, all defects discovered in the CIPP lining workmanship, as determined by Arlington County, shall be repaired or removed and replaced in a timely and satisfactory manner at no cost to Arlington County.

J. MAINTENANCE OF TRAFFIC:

- The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the County. At the close of each work day, The Contractor shall ensure the work area is confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.
- 2. The Contractor shall ensure that no excavation shall remain open within the roadway without the approval of the County except when the excavation can be safely bridged with the use of steel plates or other materials acceptable to the County. When areas of excavation outside of the roadway do remain open, the Contractor shall ensure the area is safely barricaded and warning signs are posted and visible to vehicular and pedestrian traffic.

- 3. Contractor shall use sufficient workers and traffic control signs and devices at all times as necessary to comply with VDOT- Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control.
- 4. All personnel, signs, barricades, and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor and in accordance with VDOT- Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control.
- 5. The Contractor must submit a hard copy of the flaggers' VDOT Basic Work Zone Control Training and Flagger certifications to the County Project Officer before any work may start.
- 6. During the progress of the work when the street may be obstructed to any extent by construction equipment or construction operations, in addition to the signs and barricades, special workers (flaggers) shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic.
- 7. The plan for the maintenance of traffic during any assignment under this contract shall be in accordance with the VDOT- Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control and as directed by the County Project Officer.
- 8. For any arterial roadway projects, the Contractor must submit a traffic control plan via email to the County Project Officer at least seven (7) business days prior of the work starting.

K. TRAFFIC CONTROL:

- 1. The County will furnish and post temporary "NO PARKING" signs on all assigned streets. The Contractor shall notify the County Project Officer, forty-eight (48) hours prior to commencing work.
- 2. The County Project Officer will inspect the work zone every day to ensure it is set up in accordance with VDOT-Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control. If the County Project Officer finds any issues that cannot be corrected quickly, the County Project Officer will either stop the work until the issue is corrected or shut down the work site for the remainder of the shift.
- 3. All traffic control devices and signs must be in accordance with VDOT- Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control.
- 4. The Contractor is required to comply with the terms and conditions of the current edition of Arlington County DES Construction Standards Specifications and VDOT Virginia Work Area Protection Manual- Standards and Guidelines for Temporary Traffic Control.

L. PROGRESS OF WORK:

1. The County will schedule a pre-construction conference with the Contractor at an agreed upon date and time prior to starting the project.

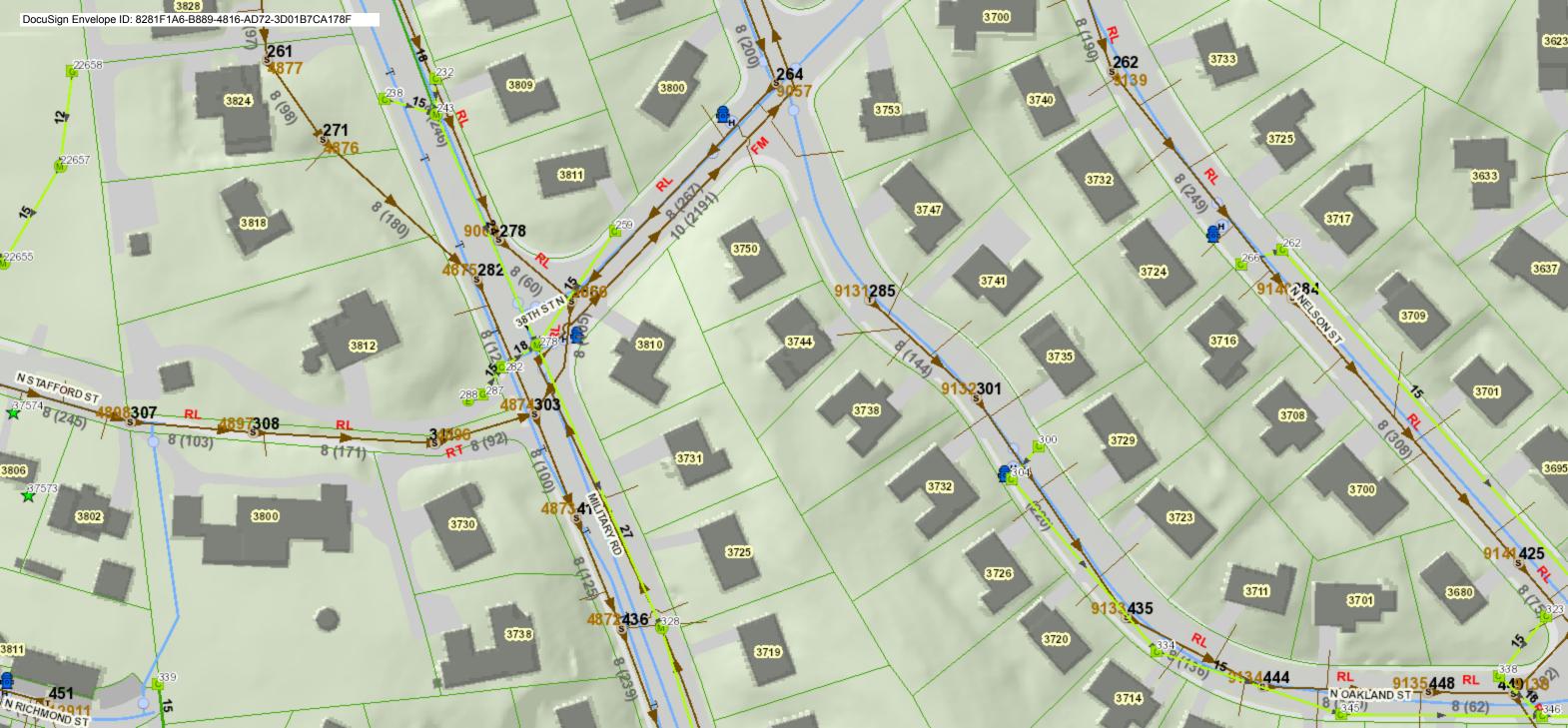
- 2. The Contractor shall submit a construction sequence with detailed dates during the preconstruction meeting in order for the County to notify businesses and residents who may be affected by the work schedule.
- 3. The Contractor shall not stop the progress of work on an assignment, unless a written request stating the reasons for such interruption is approved by the County Project Officer.
- 4. Scheduling of sanitary sewer television inspection, cleaning, and lining operations is a shared responsibility of the County Project Officer and Contractor.
- 5. During the performance of the work, the Contractor shall identify the causes for any delays attributable to conditions deemed to be beyond the Contractor's control.
- 6. The Contractor must have all proper and working sanitary sewer television inspection, cleaning, and lining equipment on-site every day.

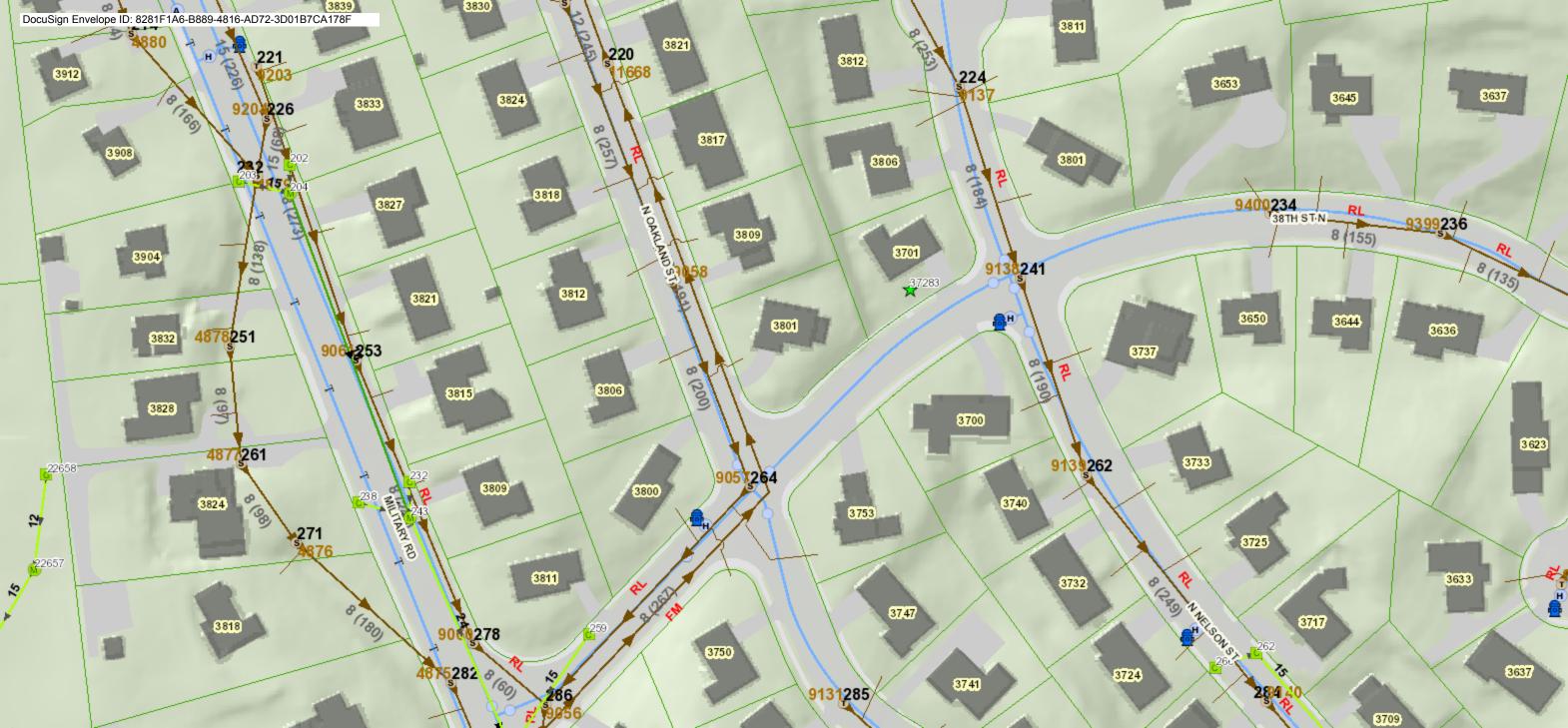
M. Working Hours

Working hours shall be from 7:00 am to 8:00 pm from Monday to Friday unless approved otherwise by the Project Officer. Any request to work outside of these working hours must be reviewed and approved by the Project Officer.

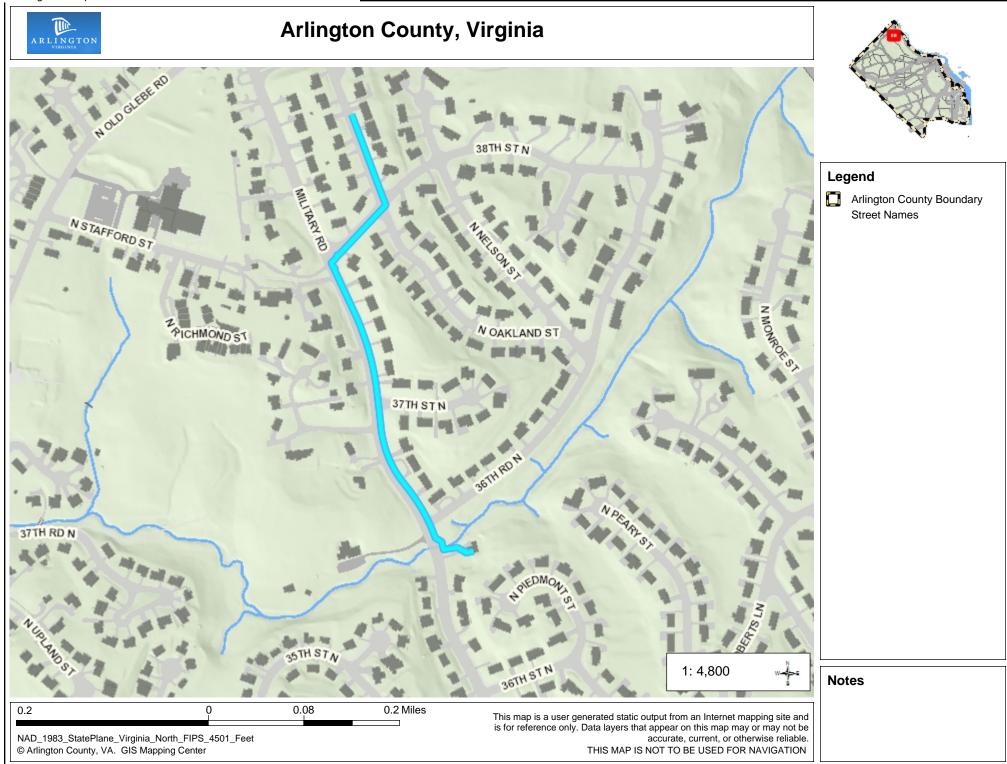








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	GULF RUN SANITARY FORCE MAIN REHABILITATION							
Line Item No.	Description	Unit	Size	Approximate Quantities	Unit Price		Extended Price	
1	Mobilization	LS		1		157,550.00	\$	157,550.00
2	Sanitary Sewer Force Main Television Inspection & Medium/Heavy Cleaning	L.F.	10"	2,200	\$	28.75	\$	63,250.00
3	Pressure CIPP Sanitary Sewer Rehab	L.F.	10"	2,200	\$	180.00	\$	396,000.00
4	Pit Excavation and Restoration	LS		1	\$	270,000.00	\$	270,000.00
5	Bypass Pumping	LS		1	\$	489,500.00	\$	489,500.00
6	Maintenance of Traffic	LS		1	\$	119,700.00	\$	119,700.00
GRAND TOTAL BID PRICE:							\$	1,496,000.00

ORIGINAL

EXHIBIT C