

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

NOTICE OF CONTRACT RENEWAL

TO: Finley Asphalt and Sealing
P.O. Box 1710
Manassas, VA 20108

DATE ISSUED: January 2, 2018

CONTRACT NO: 16-192-ITB-1

CONTRACT TITLE: Asphalt milling and Paving
(North Arlington)

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

This is your notice that the above referenced contract has been renewed. The "subsequent contract term" covered by this Notice of Renewal is effective January 1, 2018, and expires on December 31, 2018.

This is the **SECOND of a possible FOUR, 12-month renewal of the "subsequent contract term."**

The contract documents consist of the terms and conditions of Arlington County Agreement No. 16-192-ITB-1, dated March 31, 2016, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

1. REFER TO ARLINGTON COUNTY AGREEMENT NO. 16-192-ITB
2. NO CHANGE IN PRICING FOR THIS RENEWAL PERIOD.

ATTACHMENT/S:

1. ARLINGTON COUNTY AGREEMENT NO. 16-192-ITB-1, AMENDMENT 5

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Erick Finley

TELEPHONE NO.: (703) 368-2289

EMAIL ADDRESS: erick@finleyasphalt.com

COUNTY CONTACT: Hung Tran

TELEPHONE NO.: (703) 228-7730

EMAIL ADDRESS: htran@arlingtonva.us

CONTRACT AUTHORIZATION


MICHAEL BEVIS
PURCHASING AGENT

3/15/2018
DATE

DISTRIBUTION:

VENDOR: 1
BID FOLDER 2

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 16-192-ITB-I
Amendment Number 5

This Amendment Number 5 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 16-192-1TB-1 dated March 31, 2016, ("Main Agreement") (and) made between Finley Asphalt and Sealing ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the General Conditions called for under the Main Agreement, as amended (if applicable) the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

1. This is your notice that the above referenced contract has been renewed. The "subsequent contract term" covered by this Notice of Renewal is effective January 1, 2018, and expires on December 31, 2018.

This is the SECOND of a possible FOUR, 12-month renewal of the "subsequent contract term."

2. Special Conditions, Section K "Progress Work", third paragraph, Page 50:

Deleted:

The Contractor shall commence scheduled work by April 1, 2016 and complete work on all assignments by August 31, 2016.

Added:

The Contractor shall commence work no later than April 1, of each year and complete it no later than August 31, of the same year.

3. General Conditions, Section G "Measurement and Payment" Page 58:

Added Point 12 "Measurement of Progress":

Work completion and progress shall be measured in percentage of blocks assigned by the Project Officer and agreed by the Contractor during the pre-construction conference held each year prior to beginning of Work.

Added Point 13 "Progress Requirement":

The Contractor shall be required to provide the County with a monthly report consisting of the percentage of blocks completed during the previous month. This report shall be submitted via e-mail no later than the 5th day of the month.

Special Conditions, Section K "Progress Work", Page 18; Paragraph 3: Added the following sentence at the end of the paragraph:

The contractor shall complete a minimum of 20% of total assigned blocks every calendar month starting April 1.

Delete Paragraph 4 that currently states:

~~Task Area #1 (Northern section of the County (N-1 - N-12)) will have an estimated total number of two hundred seventy (270) blocks of streets. Contractor shall complete a minimum of fifty four (54) blocks per month to fulfill the contract requirements. Shall the Contractor fail in meeting the minimum of fifty four (54) County blocks a month, the County will send the Contractor a written notice of non-performance. Upon the second such notice Contractor, the County will have a right to re-assign to a third party any and all of the unfinished work scheduled for that term. Any difference in cost arising from this substitution shall be the responsibility of the~~

Contractor:

Replace Paragraph 4 with the following:

During the pre-construction conference held each year, Project Officer will assign to the Contractor a total number of of street blocks to be completed in Task Area #1 (Northern section of the County [N-1 – N-12]) . Contractor shall complete a cumulative minimum 20% of the blocks per month to fulfill the contract requirements. Shall the Contractor fail in completing cumulatively 10% of the blocks in any given month, the County shall have the right to request the Contractor engage additional crews. The County shall make its request via e-mail or fax and the Contractor shall respond within 5 days of the County's request, via e-mail or fax of its decision to comply with the County's request or not. Shall the Contractor fail in completing cumulatively 15% of the blocks in any given month, the County shall have the right to assign the same percentage of blocks that are in deficit of completion to any other contractor. The County shall notify the contractor via fax or e-mail of its decision, at least seven (7) calendar days prior to assigning the work to any other contractor. Any difference in cost arising from this substitution shall be the responsibility of the Contractor.

Paragraph 7 The following (second) sentence is deleted:

~~Any non-paved work will count towards completing the performance milestones.~~

4. Bid Form; Point 4 "Unit Prices", Section B "Streets and Parking Lots Edge Milling and Full Milling", Line Items 2 Page 68:

Clarification of line item: Added the words "High crown additional milling only"

#	DESCRIPTION	PRICE	UNIT
2	Full Milling in excess of 2" depth (Roadway, High crown additional milling only)		PER S.Y. INCH

All other terms and conditions of the Agreement, as amended, as unchanged and shall remain in full force and effect.
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIGNED
BY: 

PRINT NAME: ^{for} MICHAEL BEVIS
AND TITLE: PURCHASING AGENT

DATE: 1/2/2018

FINLEY ASPHALT AND SEALING INCORPORATED

SIGNED
BY: 

PRINT NAME
AND TITLE: J. Erick Finley / CEO

DATE: 1/2/2018