

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

NOTICE OF AWARD OF CONTRACT

TO: E.E.Lyons Construction Co 9325 Leesburg Pike Vienna, VA 22182	DATE ISSUED: January 30, 2017
	CONTRACT NO: 17-010-ITB
	CONTRACT TITLE: Water Main Installation, Repair, And Replacement
	PRIOR CONTRACT NO: 630-12

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on January 31, 2019.

This contract may be renewed for three (3) additional one-year periods after the expiration date listed above.

The contract documents consist of the terms and conditions of Arlington County Agreement No 17-010, including any exhibits, attached or amendments thereto.

ATTACHMENTS:

1. ARLINGTON COUNTY AGREEMENT NO. 17-010
2. ARLINGTON COUNTY INVITATION TO BID NO. 17-010
3. CONTRACTOR'S BID

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: James Lyone	TELEPHONE NO.: 703-759-2171
	EMAIL ADDRESS: Eelyons2@aol.com
COUNTY CONTACT: <u>Amani Eisa</u>	TELEPHONE NO.: 703-228-6495
	EMAIL ADDRESS: <u>aeisa@arlingtonva.us</u>

Issued by:

DISTRIBUTION

Igor Scherbakov
Procurement Officer

VENDOR: 1
BID FOLDER: 1

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410**

AGREEMENT NO. 17-010-ITB

THIS AGREEMENT is made, on the date of execution by the County, between E.E.Lyons Construction Co, Inc ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 17-010-ITB, and all modifications properly incorporated into the Agreement
- Attachment A – The Drawings and Construction Notes of Arlington County Invitation to Bid No. 17-010-ITB.
- Attachment B – Arlington County Invitation to Bid No. 17-010-ITB, including General Conditions, Special Conditions, and Supplementary Specifications
- Attachment C – The Arlington County Department of Environmental Services' Standards and Specifications, Current Edition
- Attachment D – Unit price bid of the 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 shall prevail over the other Contract Documents.

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 D.

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 of them has made any representation or promise with respect to the parties' Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement."

2. PROJECT OFFICER

The performance of the Contractor is subject to the general control, review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. The Contractor shall not comply with requests and/or orders issued by other than the Project Officer or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

3. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for the construction of provision and installation of water mains and appurtenances in various locations on non-emergency, on-call, and emergency on-call basis (the "Project") and all other work shown, described and required in 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 obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. 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. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than January 31, 2019 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from February 1, 2019 to January 30, 2022 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor according to the prices shown in Attachment B in accordance with the Progress Payments paragraph for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section 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

Payments will be made by the County to the Contractor based on the contract unit prices and the actual quantities, regardless of the estimate submitted by the Contractor. Payments will be based on actual site measurements taken by Arlington County personnel using the contract unit prices, and in accordance with these contract documents.

The Contractor shall invoice the County monthly throughout the Contract Term. As-Built plans showing all work completed from the start of the job through the invoice date shall be submitted with each invoice. Each set of plans shall be approved by the Engineering Supervisor.

Ten Percent (10%) of each invoice will be withheld as retainage until final completion and acceptance of each project.

Monthly invoices shall include and show ten percent (10%) retainage until final billing.

Payment shall be Net thirty (30) days from receipt of a correct invoice (as determined by the Project Officer) for work performed by the Contractor and accepted by the County Project Officer for the previous calendar month.

The final invoice shall include delivery of pipe coupons for all wet taps and representative samples of existing pipe where connections to existing mains are made, hydrostatic test reports, all bacteriological and other required water sampling test reports, materials and suppliers list for all materials used on each project assignment.

No final payment shall be released until as-built plans are submitted to and accepted by the Engineering Supervisor at the Water/Sewer/Streets Bureau of the Department of Environmental Services.

No final payment, or retainage shall be released until all permanent restoration has been completed.

No final payment or retainage shall be released until final completion and acceptance of each project.

Original invoices shall be submitted to the Project Officer assigned to the project on which work was performed. In addition, a copy of all invoices submitted under this contract shall be submitted to the following:

Engineering Supervisor
Arlington County - DES
Water/Sewer/Streets Bureau
4200 28th Street South
Arlington, VA 22206

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until the end of the Initial Contract Term ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in Engineering News Record (ENG) Construction Cost Index (CCI) for the 12-month period ending in April of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

8. PAYMENT TERMS

Payment terms will be recorded by the County as net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the Work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or

services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 as those contained herein 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.

10. RELEASE AND REQUEST FOR FINAL PAYMENT

Upon completion of the Project and before Final Acceptance, the Contractor will submit to the Project Officer a signed copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

11. LIQUIDATED DAMAGES

The County specifies that time is of the essence under this Contract. Time being of the essence, it is essential to the County that Contract work be completed within the Contract Term. The County and the Contractor agree that damages for failure to complete the work within the Contract Term are not susceptible to exact determination but that \$880.00 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 on demand \$880.00 per day for each and every calendar day that the Contractor has not obtained Final Completion beyond the Contract Term as damages caused by such delay and not as a penalty. The County shall 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 to the validity of any liquidated damages stated in

this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

12. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

13. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

15. COUNTY PURCHASE ORDER REQUIREMENT

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

16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor or to any subcontractor, laborer, or any other person 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 any subcontractor, or for the Contractor, which is to be used in the performance of the Contract.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must 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 shall be solely the responsibility of the Contractor.

21. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

22. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) calendar days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

The County shall have the right to terminate this Contract prior to the end of the Contract Term if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) calendar days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any

way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

30. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

31. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

32. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

33. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of

this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

34. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

35. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

36. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's

examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

38. ASSIGNMENT

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

39. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

41. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

42. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

43. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

44. NONEXCLUSIVITY OF REMEDIES

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

45. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

46. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. NO WAIVER OF SOVEREIGN IMMUNITY

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

48. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO THE COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

49. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

50. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. NOTICES

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

TO THE CONTRACTOR:

James A. Lyons
E.E. Lyons Construction Co
9325 Leesburg Pike
Vienna, VA 22182

TO THE COUNTY:

Amani Eisa, Project Officer
Water, Sewer, Streets Bureau
Dept. of Environmental Services
4200 28th St S
Arlington, VA 22206

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

52. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

53. INSURANCE, PAYMENT AND PERFORMANCE BONDS

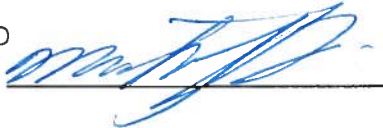
The Contractor shall maintain the required insurance coverage and payment and performance bonds through completion of the Contract, including all warranty and guarantee periods.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

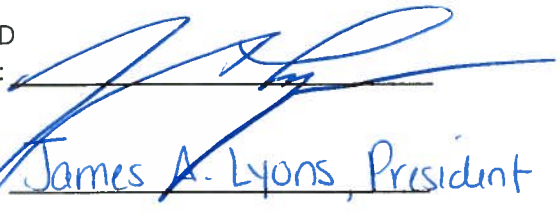
E.E.LYONS CONSTRUCTION CO

AUTHORIZED
SIGNATURE:



NAME AND
TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

AUTHORIZED
SIGNATURE:



NAME AND
TITLE: James A. Lyons, President

DATE:

2/17/17

DATE:

Feb. 16, 2017

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO.17-010-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 2:00 P.M., ON OCTOBER 18, 2016

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

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, IS THE ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY'S WEBSITE ([HTTP://BUDGET.ARLINGTONVA.US/PURCHASING](http://budget.arlingtonva.us/purchasing)).

EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

The undersigned certifies that (Bidder Name) E.E. Lyons Construction Co., Inc is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number 2701010724 for a Class A License was issued on the 31st day of March, 20 16. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid. The Contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices: (All prices include provision and installation).

The undersigned acknowledges receipt of the following Addendums:

ADDENDUM A	DATE: <u>10/14/16</u>	INITIAL: <u>JAL</u>
ADDENDUM B	DATE: <u>10/14/16</u>	INITIAL: <u>JAL</u>
ADDENDUM C	DATE: _____	INITIAL: _____

BIDDER NAME: E.E. Lyons Const. ITB No. 17-010-ITB Bid Form Page 1 of 22

FOR PROVISION OF ALL LABOR, EQUIPMENT AND MATERIAL FOR SCHEDULED AND/OR EMERGENCY INSTALLATION, REPAIR AND/OR REPLACEMENT OF WATER MAINS AND ASSOCIATED APPUTENANCES; AND RESTORATION OF EACH PROJECT SITE IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

LIQUIDATED DAMAGES: \$880.00PER DAY

I. WATER MAIN WORK (INCLUDING ALL MATERIALS)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	16-INCH WATER MAIN, DIP CL-52	LF	800	\$108.50	\$86,800-
2.	12-INCH WATER MAIN, DIP CL-52	LF	3,000	\$83.30	\$249,900-
3.	8-INCH WATER MAIN, DIP CL-52	LF	10,000	\$70.50	\$705,000-
4.	6-INCH WATER MAIN, DIP CL-53	LF	1,000	\$67.00	\$67,000-
5.	4-INCH WATER MAIN, DIP CL-53	LF	300	\$72.50	\$21,750-
6.	16-INCH GATE VALVE & VALVE BOX	EA	2	\$7150.00	\$14,300-
7.	16-INCH BUTTERFLY VALVE & VALVE BOX	EA	3	\$2870.00	\$8610-
8.	14-INCH GATE VALVE & VALVE BOX	EA	1	\$6970.00	\$6970-
9.	12-INCH GATE VALVE & VALVE BOX	EA	12	\$2470.00	\$29,640-
10.	8-INCH GATE VALVE & VALVE BOX	EA	70	\$1455.00	\$101,850-
11.	6-INCH GATE VALVE & VALVE BOX	EA	50	\$1080.00	\$54,000-
12.	4-INCH GATE VALVE & VALVE BOX	EA	2	\$935.00	\$1870-
13.	CONNECT TO EXISTING 10-INCH to 16-INCH WATER MAIN	EA	12	\$2275.00	\$27,300-
14.	CONNECT TO EXISTING 4-INCH to 8-INCH WATER MAIN	EA	50	\$2350	\$117,500-
15.	2-INCH AIR RELEASE OR VACUUM VALVE IN CONCRETE MANHOLE FOR ALL DIAMETERS OF WATER MAINS	EA	2	\$5365	\$10,730-
16.	REMOVE & REPLACE 16-INCH WATER MAIN	LF	100	\$109.50	\$10,950-
17.	REMOVE & REPLACE 12-INCH WATER MAIN	LF	600	\$84.75	\$50,850-
18.	REMOVE & REPLACE 8-INCH WATERMAIN	LF	400	\$71.95	\$28,780-
19.	REMOVE & REPLACE 6-INCH WATER MAIN	LF	100	\$70.40	\$7040
20.	REMOVE & REPLACE 4-INCH WATER MAIN	LF	100	\$75.90	\$7590-

BIDDER NAME: E.E. Lyons Const.

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
21.	2-INCH BLOWOFF VALVE ASSEMBLY & BOX	EA	3	\$ 1575.00	\$ 4725 -
22.	ABANDON/REMOVE EXISTING FIRE HYDRANT	EA	30	\$ 725.00	\$ 21,750 -
23.	REMOVE AND RESET EXISTING FIRE HYDRANT	EA	5	\$ 1140.00	\$ 5700 -
24.	INSTALL NEW FIRE HYDRANT	EA	50	\$ 3800.00	\$ 190,000 -
25.	FIRE HYDRANT VERTICAL EXTENSION	VF	20	\$ 550.00	\$ 11,000 -
26.	CUT & CAP 10-INCH - 16-INCH WATER MAIN	EA	12	\$ 855.00	\$ 10,260 -
27.	CUT & CAP 4-INCH - 8-INCH WATER MAIN	EA	50	\$ 1070.00	\$ 53,500 -
28.	REMOVE EXISTING VALVE BOXES	EA	100	\$ 165.00	\$ 16,500 -
29.	2" TEMPORARY BLOW-OFF	EA	25	\$ 440.00	\$ 11,000 -
30.	4-INCH TEAM INSERTION VALVE AND BOX	EA	1	\$ 10,150.00	\$ 10,150 -
31.	6-INCH TEAM INSERTION VALVE AND BOX	EA	5	\$ 14,165.00	\$ 70,825 -
32.	8-INCH TEAM INSERTION VALVE AND BOX	EA	10	\$ 16,110	\$ 161,100 -
33.	12-INCH TEAM INSERTION VALVE AND BOX	EA	10	\$ 23,625 31,585	\$ 236,250 -
34.	16-INCH EZ VALVE INSERTION VALVE AND BOX	EA	2	\$ 37,585	\$ 75,170 -
WET TAPS ON IRON PIPE					
35.	20" x 16" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 28,590.00	\$ 28,590 -
36.	20" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 17,460.00	\$ 17,460 -
37.	20" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 7320.00	\$ 7320 -
38.	16" x 16" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 22,515.00	\$ 22,515 -
39.	16" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 9800.00	\$ 9800.00 -
40.	16" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$ 7150	\$ 7150 -
41.	12" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	5	\$ 9395.00	\$ 46,975 -
42.	12" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	8	\$ 6740.00	\$ 53,920 -
43.	12" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	3	\$ 5915.00	\$ 17,745 -
44.	8" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	15	\$ 6325.00	\$ 94,875 -
45.	8" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	5	\$ 5605.00	\$ 28,025 -
46.	6" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	10	\$ 5520.00	\$ 55200 -

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BIDDER NAME: E.E. Lyons Const.

47.	ABANDON EXISTING CORPORATION STOP (TO BE PERFORMED AS DIRECTED BY THE COUNTY PROJECT OFFICER)	EA	15	\$ 50.00	\$ 750-
TOTAL Section I					\$ 2,813,217- 2,876,685. ⁰⁰

JAC

II WATER SERVICES

A. DIRECT LABOR RATES ONLY (PRICES FOR 3/4 INCH AND 1 INCH WATER SERVICES, METERS ARE SUPPLIED BY THE COUNTY)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	SERVICE TAPS (TAP MAIN, INSTALL COPPER TUBING, INSTALL ANGLE VALVES, CORPORATION COCK, METER BOX AND METER YOKE/METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	150	\$ 1414.00	\$ 212,000-
2.	SERVICE TAPS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	3000	\$ 51.90	\$ 155,700-
3.	SERVICE RE-TAPS (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	250	\$ 1035.00	\$ 258,750-
4.	SERVICE RE-TAPS PER ADDITIONAL LINEAR FT. OVER 10 FT.	LF	300	\$ 51.90	\$ 15,570-
5.	WATER METER RELOCATIONS. (INSTALL COPPER TUBING, CONNECT TO EXISTING COUNTY AND PRIVATE SERVICE LINES, PROVIDE NEW ANGLE VALVES, RELOCATE METER HOUSING AND METER YOKE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$ 651.00	\$ 6510.00
6.	SERVICE RELOCATIONS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	20	\$ 7.00	\$ 140-
TOTAL Section II.A					\$ 648,670-

BIDDER NAME: E.E. Lyons Const.

B. DIRECT LABOR RATES ONLY (PRICES FOR 1 1/2 INCH AND 2 INCH WATER SERVICES, METERS ARE SUPPLIED BY THE COUNTY)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	SERVICE TAPS (TAP MAIN, INSTALL COPPER TUBING, INSTALL GATE VALVES, CORPORATION COCK, METER BOX AND METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	15	\$ 4000 ⁰⁰	\$ 60,000-
2.	SERVICE TAPS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	400	\$ 58.00	\$ 23,200-
3.	SERVICE RE-TAPS (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	15	\$ 1157.00	\$ 17,355 -
4.	SERVICE RE-TAPS PER ADDITIONAL LINEAR FT. OVER 10 FT.	LF	50	\$ 58.00	\$ 2900-
5.	WATER METER RELOCATIONS. (INSTALL COPPER TUBING, CONNECT TO EXISTING COUNTY AND PRIVATE SERVICE LINES, PROVIDE NEW GATE VALVES, RELOCATE METER HOUSING AND METER, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$ 773.00	\$ 7730 -
6.	SERVICE RELOCATIONS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	20	\$ 18.00	\$ 360
TOTAL Section II.B				\$ 111,545.00	

III. RELATED WORK, INCLUDING ALL MATERIALS

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	PAVEMENT RESTORATION PER SPECS. DRAWING No. M-6.0 (PRICE INCLUDES 2-INCH SM-2A BITUMINOUS CONCRETE SURFACE, 5-INCH (MIN) BM-2 BITUMINOUS CONCRETE BASE, 6" 21-A AGGREGATE BASE AND 12" SAW CUT BENCH ON EACH SIDE OF TRENCH)	SY	5,500	\$ 58.15	\$ 319,825 -
2.	PAVEMENT RESTORATION, 8" BASE ASPHALT FLUSH WITH STREET (PRICE INCLUDES 8-INCH (MIN) BM-2 BITUMINOUS CONCRETE BASE, 6" 21-A AGGREGATE BASE AND 12" SAW CUT BENCH ON EACH SIDE OF TRENCH)	SY	4,000	\$ 57.45	\$ 229,800-
3.	PAVEMENT RESTORATION, 2" TEMPORARY HOT MIX FLUSH WITH STREET (ONLY TO BE PAID AS A SEPARATE ITEM WHEN DIRECTED BY THE PROJECT OFFICER)	SY	500	\$ 8.40	\$ 4200 -

BIDDER NAME: E.E. Lyons Const.

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
4.	REMOVE & REPLACE 4" CONCRETE SIDEWALK	SY	500	\$ 63.60	\$ 31,800.00
5.	REMOVE & REPLACE PAVERS SIDEWALK	SY	100	\$ 121.00	\$ 12,100.00
6.	REMOVE & REPLACE CONCRETE CURB & GUTTER	LF	500	\$ 28.75	\$ 14,375.00
7.	REMOVE & REPLACE CONCRETE HEADER CURB	LF	75	\$ 28.75	\$ 2,156.25
8.	ROCK EXCAVATION	CY	25	\$ 80.00	\$ 2,000.00
9.	CONCRETE PIER, CRADLE OR ENCASEMENT	CY	25	\$ 280.00	\$ 7,000.00
10.	SHEETING & BRACING WHEN LEFT IN PLACE	MFBM	1	\$ 1.00	\$ 1.00
11.	VDOT #57 STONE	TON	300	\$ 34.50	\$ 10,350.00
12.	AGGREGATE, VDOT #21A FOR DRIVEWAY, SHOULDER, TRAILS AS DIRECTED BY PROJECT ENGINEER	TON	500	\$ 29.00	\$ 14,500.00
13.	SELECT BORROW	CY	500	\$ 46.30	\$ 23,150.00
14.	OVER EXCAVATION	CY	300	\$ 26.30	\$ 7,890.00
15.	TOPSOIL, SEED, FERTILIZER WITH EROSION BLANKET	SY	500	\$ 525	\$ 262,500.00
16.	STRAW BALES	LF	50	\$ 150	\$ 7,500.00
17.	SILT FENCE	LF	500	\$ 175	\$ 87,500.00
18.	SANITARY SEWER HOUSE LATERALS	LF	100	\$ 119.00	\$ 11,900.00
19.	INLET PROTECTION	EA	20	\$ 120.00	\$ 2,400.00
20.	SOD	SY	300	\$ 300	\$ 90,000.00
21.	REMOVE 8" to 10" REINFORCED CONCRETE PAVING	SY	100	\$ 17.00	\$ 1,700.00
22.	REMOVE & REPLACE 8" to 10" REINFORCED CONCRETE PAVING	SY	50	\$ 127.00	\$ 6,350.00
23.	COLD MIX ASPHALT (USE WHEN HOT MIX NOT AVAILABLE)	TON	100	\$ 165.00	\$ 16,500.00
24.	TEST PIT	EA	30	\$ 300.00	\$ 9,000.00
25.	REMOVE & REPLACE 6" CONCRETE DRIVEWAY ENTRANCE	SY	20	\$ 78.00	\$ 1,560.00
26.	REMOVE & REPLACE 9" CONCRETE DRIVEWAY ENTRANCE	SY	20	\$ 99.50	\$ 1,990.00
TOTAL Section III				\$	181,197.25 <i>JFK</i>

735,002.25

BIDDER NAME: E.E. Lyons Const.

IV. RESTRICTED WORK HOUR AND PROJECTS (UNDER 50 LINEAR FEET)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	16-INCH WATER MAIN, DIP CL-52	LF	100	\$ 11560	\$ 11,560.00
2.	12-INCH WATER MAIN, DIP CL-52	LF	100	\$ 9040	\$ 9,040.00
3.	8-INCH WATER MAIN, DIP CL-52	LF	200	\$ 7760	\$ 15,520.00
4.	6-INCH WATER MAIN, DIP CL-53	LF	200	\$ 7410	\$ 14,820.00
5.	4-INCH WATER MAIN, DIP CL-53	LF	50	\$ 7960	\$ 3,980.00
6.	REMOVE & REPLACE 16-INCH WATER MAIN	LF	100	\$ 11760	\$ 11,760.00
7.	REMOVE & REPLACE 12-INCH WATER MAIN	LF	100	\$ 9240	\$ 9,240.00
8.	REMOVE & REPLACE 8-INCH WATERMAIN	LF	100	\$ 7960	\$ 7,960.00
9.	REMOVE & REPLACE 6-INCH WATER MAIN	LF	100	\$ 7610	\$ 7,610.00
10.	REMOVE & REPLACE 4-INCH WATER MAIN	LF	50	\$ 8160	\$ 4,080.00
11.	12-INCH X 8-INCH TAP/SLEEVE, VALVE AND VALVE BOX	EA	2	\$ 1500.00	\$ 3,000.00
12.	CUT AND CAP 4-INCH - 8-INCH WATER MAIN	EA	4	\$ 1125.00	\$ 4,500.00
13.	SERVICE TAPS (3/4-INCH - 1-INCH) (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$ 3780.00	\$ 37,800.00
14.	CONNECT TO 4-INCH - 8-INCH WATER MAIN	EA	4	\$ 1125.00	\$ 4,500.00
15.	PAVEMENT RESTORATION PER SPECS. DRAWING No. M-6.0 (NOTE: THIS ITEM SHALL ONLY APPLY TO RESTRICTED WORK HOUR PROJECTS)	SY	200	\$ 69.80	\$ 13,960.00
TOTAL SECTION IV				\$	159,330.00

BIDDER NAME: E.E. Lyons Const.

V. UNLISTED WORK EQUIPMENT AND LABOR RATES - ALL LABOR RATES MUST BE FULLY LOADED HOURLY RATES

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	FOREMAN W/PICKUP TRUCK	HOURLY	50	\$ 52.00	\$ 2600-
2.	BACKHOE W/OPERATOR	HOURLY	40	\$ 62.00	\$ 2480-
3.	TANDEM/TRI-AXLE DUMP TRUCK W/DRIVER	HOURLY	50	\$ 68.00	\$ 3400-
4.	SINGLE AXLE DUMP TRUCK W/DRIVER	HOURLY	40	\$ 52.00	\$ 2080-
5.	LABOR-PIPE LAYER	HOURLY	40	\$ 29.75	\$ 1190-
6.	LABOR-SKILLED	HOURLY	40	\$ 28.50	\$ 1140-
7.	LABOR-UNSKILLED	HOURLY	40	\$ 21.50	\$ 860-
8.	FLAGMAN	HOURLY	80	\$ 22.50	\$ 1800-
9.	BOOM TRUCK WITH DRIVER/OPERATOR	HOURLY	20	\$ 65.00	\$ 1300-
10.	TRACTOR TRAILER W/DRIVER	HOURLY	20	\$ 88.00	\$ 1760.00
11.	RUBBER TIRE LOADER W/OPERATOR	HOURLY	20	\$ 68.00	\$ 1360-
12.	SKID STEER LOADER W/OPERATOR	HOURLY	40	\$ 68.00	\$ 2720-
13.	TRACK EXCAVATOR W/OPERATOR (50,000 POUNDS OR LESS) (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	40	\$ 92.00	\$ 3680-
14.	AIR COMPRESSOR WITH TOOLS	HOURLY	20	\$ 25.00	\$ 500-
15.	TOOL TRUCK OR TRAILER WITH TOOLS INCIDENTAL TO WORK (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	40	\$ 18.00	\$ 720-
16.	TRENCH COMPACTOR/ASPHALT ROLLER	HOURLY	20	\$ 45.00	\$ 900-
17.	PAVEMENT BREAKER	HOURLY	20	\$ 78.00	\$ 1560-
18.	TAP MACHINE 3/4-INCH - 2-INCH	DAILY	5	\$ 21.00	\$ 105-
19.	LIGHTING WITH GENERATOR	HOURLY	10	\$ 26.00	\$ 260-
20.	ROADWAY STEEL PLATES - EA	DAILY	20	\$ 40.00	\$ 800-
21.	EXCAVATION TRENCH BOX - EA	DAILY	20	\$ 90.00	\$ 1800-
22.	ELECTRONIC ARROW BOARD	HOURLY	40	\$ 15.00	\$ 600-
23.	WORK ZONE SETUP - INCLUDES SIGNS, CHANNELIZERS AND CONES	DAILY	20	\$ 360.00	\$ 7200.00
24.	4-INCH TO 6-INCH DEWATERING PUMP	HOURLY	20	\$ 25.00	\$ 500-

BIDDER NAME: E.E. Lyons Const,

25.	INLET PROTECTION	EA	5	\$ 125.00	\$ 625.00
26.	STEEL TRAFFIC PLATE	DAILY	5	\$ 40.00	\$ 200.00
27.	STEEL TRAFFIC PLATE PER VDOT STD.	DAILY	2	\$ 50.00	\$ 100.00
28.	LOWBOY EQUIPMENT TRAILER	HR	2	\$ 115.00	\$ 230.00
29.	3INCH PUMP AND ACCESSORIES	HR	2	\$ 46.00	\$ 92.00
30.	SEDIMENT BAG	EA	2	\$ 145.00	\$ 290.00
TOTAL SECTION V				\$ 42,852.00	

VI. EMERGENCY WORK EQUIPMENT AND LABOR RATES - ALL LABOR RATES MUST BE FULLY LOADED HOURLY RATES

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	MOBILIZATION/DEMobilIZATION	EA	1	\$ 1800.00	\$ 1800 -
2.	FOREMAN W/PICKUP TRUCK	HOURLY	14	\$ 52.00	\$ 728 -
3.	BACKHOE W/OPERATOR	HOURLY	12	\$ 62.00	\$ 744 -
4.	TANDEM/TRI-AXLE DUMP TRUCK W/DRIVER	HOURLY	12	\$ 68.00	\$ 816 -
5.	SINGLE AXLE DUMP TRUCK W/DRIVER	HOURLY	10	\$ 52.00	\$ 520 -
6.	LABOR-PIPE LAYER	HOURLY	12	\$ 29.75	\$ 357 -
7.	LABOR-SKILLED	HOURLY	12	\$ 28.50	\$ 342 -
8.	LABOR-UNSKILLED	HOURLY	12	\$ 21.50	\$ 258 -
9.	FLAGMAN	HOURLY	20	\$ 22.50	\$ 450 -
10.	BOOM TRUCK WITH DRIVER/OPERATOR	HOURLY	8	\$ 75.00	\$ 600 -
11.	TRACTOR TRAILER W/DRIVER	HOURLY	10	\$ 135.00	\$ 1350 -
12.	RUBBER TIRE LOADER W/OPERATOR	HOURLY	12	\$ 68.00	\$ 816 -
13.	SKID STEER LOADER W/OPERATOR	HOURLY	8	\$ 68.00	\$ 544 -
14.	TRACK EXCAVATOR W/OPERATOR (50,000 POUNDS OR LESS) (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	12	\$ 92.00	\$ 1104 -
15.	AIR COMPRESSOR W/TOOLS	HOURLY	10	\$ 40.00	\$ 400 -
16.	TOOL TRUCK OR TRAILER WITH TOOLS INCIDENTAL TO WORK (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III)	HOURLY	12	\$ 25.00	\$ 300 -

BIDDER NAME: E.E. Lyons Const.

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	OF THIS CONTRACT)				
17.	TRENCH COMPACTOR/ASPHALT ROLLER	HOURLY	8	\$ 55 ⁰⁰	\$ 440 ⁰⁰
18.	PAVEMENT BREAKER	HOURLY	8	\$ 85 ⁰⁰	\$ 680 ⁰⁰
19.	TAP MACHINE ¾-INCH - 2-INCH	DAILY	1	\$ 150 ⁰⁰	\$ 150 ⁰⁰
20.	WELDING (INCLUDES ALL LABOR AND EQUIPMENT)	HOURLY	10	\$ 85 ⁰⁰	\$ 850 ⁰⁰
21.	LIGHTING WITH GENERATOR	HOURLY	12	\$ 26 ⁰⁰	\$ 312 ⁰⁰
22.	ROADWAY STEEL PLATES	DAILY	4	\$ 40 ⁰⁰	\$ 160 ⁰⁰
23.	TRENCH BOX	DAILY	2	\$ 90 ⁰⁰	\$ 180 ⁰⁰
24.	ELECTRONIC ARROW BOARD	HOURLY	12	\$ 15 ⁰⁰	\$ 180 ⁰⁰
25.	WORK ZONE SETUP - INCLUDES SIGNS, CHANNELIZERS AND CONES	DAILY	2	\$ 360 ⁰⁰	\$ 720 ⁰⁰
26.	4-INCH - 6-INCH DEWATERING PUMP	EA	2	\$ 25 ⁰⁰	\$ 50 ⁰⁰
27.	INLET PROTECTION	EA	5	\$ 125 ⁰⁰	\$ 625 ⁰⁰
26.	STEEL TRAFFIC PLATE	DAILY	5	\$ 40 ⁰⁰	\$ 200 ⁰⁰
27.	STEEL TRAFFIC PLATE PER VDOT STD.	DAILY	2	\$ 50 ⁰⁰	\$ 100 ⁰⁰
28.	LOWBOY EQUIPMENT TRAILER	HR	4	\$ 115 ⁰⁰	\$ 460 ⁰⁰
29.	3INCH PUMP AND ACCESSORIES	EA	2	\$ 46 ⁰⁰	\$ 92 ⁰⁰
30.	SEDIMENT BAG	EA	20	\$ 145 ⁰⁰	\$ 2900 ⁰⁰
TOTAL SECTION VI				\$ 8099.00	19,228.00 JAL

TOTAL BID (SUM OF TOTALS FOR SECTIONS I THRU VI) \$ ~~4,529,844.25~~ 4,593,312.25

Written in Words: ~~Four million five hundred twenty nine thousand eight hundred forty four dollars and twenty five cents~~ JAL

Four million five hundred ninety three thousand three hundred twelve dollars + twenty five cents
(Continued on next page)

BIDDER NAME: E.E. Lyons Const.

THE UNDERSIGNED (INITIAL ONE ENTRY) ELECTS _____, DOES NOT ELECT , TO USE THE ESCROW PROCEDURES DESCRIBED IN SECTION 11-56.1 OF THE VIRGINIA PUBLIC PROCUREMENT ACT.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

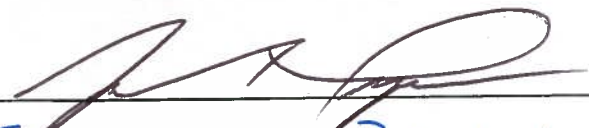
CERTIFICATION OF UNDERSTANDING OF THE CONTRACT DOCUMENTS: The undersigned affirms that he has carefully examined all of the Solicitation Documents and that there are no erroneous, contradictory, incomplete or infeasible requirements or directions apparent in the Bid. The undersigned agrees to waive any claims in any way associated with any such erroneous, contradictory, incomplete or infeasible requirements or directions unless such requirements could only reasonably be uncovered during the course of the Work.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: James A. Lyons
ADDRESS: 9325 Leesburg Pike
Vienna, VA 22182
E-MAIL: eelyonsa@aol.com

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: 
PRINT NAME AND TITLE: James A. Lyons, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): James Lyons TEL. NO.: 703-759-2171
E-MAIL ADDRESS: eelyonsa@aol.com FAX. NO.: 703-759-5031

BIDDER NAME: E.E. Lyons Construction ITB No. 17-010-ITB Bid Form Page 12 of 22

SUBMITTED BY: (LEGAL NAME OF FIRM) <u>E.E. Lyons Construction Co., Inc.</u>					
ADDRESS: <u>9325 Leesburg Pike</u>					
CITY/STATE/ZIP: <u>Vienna, VA 22182</u>					
TELEPHONE NO: <u>703-759-2171</u>			FACSIMILE NO.: <u>703-759-5031</u>		
VA. CONTRACTOR LICENSE #: <u>2701010724 A</u>					
THIS FIRM IS A: • INSERT NAME OF STATE <u>Virginia</u> <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					<u>Yes</u>
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:				<u>0126229-4</u>	
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					<u>NO</u>
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:	NEITHER:	<u>/</u>

BIDDER NAME: E.E. Lyons Construction

E.E. LYONS CONSTRUCTION CO., INC.

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability \$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
- 3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 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 \$
- 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
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 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: Rutherford/MMA

AUTH. SIGNATURE: Melanie Belmont
10-17-16

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: James A. Lyons

AUTH. SIGNATURE: [Signature]

BIDDER NAME: E.E. Lyons Const.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID NO. 17-010-ITB

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00 P.M. ON THE 18TH DAY OF OCTOBER, 2016 FOR:

PROVISION OF ALL LABOR, EQUIPMENT AND MATERIAL FOR INSTALLATION, REPAIR OR REPLACEMENT OF WATER MAINS AND APPURTENANCES THROUGHOUT ARLINGTON COUNTY ON AN "AS NEEDED" BASIS WITH A PER-PROJECT LIMIT OF UP TO \$500,000 FOR UP TO A FIVE-YEAR PERIOD. PROVISION OF QUALIFIED, PROPERLY EQUIPPED CREWS TO RESPOND TO REPAIR WATER MAINS AND APPURTENANCES ON AN EMERGENCY BASIS WITHIN 24-HOUR BASIS FOR THE ENTIRE CONTRACT PERIOD.

At the time, date and place stated above, bids will be publicly opened.

Bid Surety in the amount of not less than \$50,000.00 of the bid must be submitted with the bid. Performance and Payment Bonds in the amount of \$1,000,000.00 will be required of the successful bidder.

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, OR LIMITED PARTNERSHIP OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION IN THE SOLICITATION FOR FURTHER INFORMATION)

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder's submission of a bid indicates acceptance of these terms.

Igor Scherbakov
Procurement Officer
ischerbakov@arlingtonva.us

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I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION

All communications relating to this solicitation shall be submitted via e-mail to Igor Scherbakov in the Office of the Purchasing Agent, at ischerbakov@arlingtonva.us . For a question to be considered, the subject line of the e-mail must state the following: **ITB No. 17-010-ITB Questions**. Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE TEN (10) CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. COMPETITION INTENDED

It is the County's intent that this solicitation promotes competition. It shall be the bidder's responsibility to advise Arlington County if any language, requirements or specifications restrict or limit the purchase to a single source. Such notification must be received by the Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date and time set for bid opening. A review of such notifications will be made and the bidder notified of the results of the review.

3. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with an original longhand signature, and a photocopy of the signed original (two (2) copies total), shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk, Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and time deadline specified in the Invitation to Bid above. Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. The exterior of the envelope or package shall indicate the name of the bidder, the scheduled bid opening date and time, and the number of the Invitation to Bid. Bids submitted by facsimile or electronically will not be accepted.

A bidder's failure to submit a bid with a fully-completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery. Bids and all documents related to this solicitation submitted to Arlington County by a bidder or a prospective bidder shall, upon receipt by Arlington County, become the property of the County.

4. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

5. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

6. DEDUCT ITEMS

Each bidder shall submit with its bid a separate sealed envelope, prominently marked with the name of the bidder, the Invitation to Bid Number, and the words "DEDUCT ITEMS," containing a fully completed and executed County supplied "Deduct Items" form. The required form is included in this solicitation. Each Deduct Item Amount, indicated by the bidder on such form, shall include and reflect the actual and reasonable cost of all labor, materials, transportation, taxes, overhead and profit and all other costs associated with the respective Deduct Item. The base bid submitted on the County supplied "Bid Form" and submitted by the bidder in an envelope, different than that containing the "Deduct Items" form, shall include all work required to complete all items identified in the solicitation, including the work the bidder determines to be necessary to perform the Deduct Item(s).

Upon finding by the County that a low bid, otherwise deemed to be acceptable in all respects by the County, exceeds available funds or is deemed excessive, then the County may open the sealed Deduct Items envelope of the lowest responsive and responsible bidder and negotiate with said bidder to obtain a contract price acceptable to the County. The Deduct Item(s) will be negotiated first, and any Deduct Item may be deleted from the contract scope of work, in whole or in part, and the associated Deduct Amount deducted from the base bid amount of such bidder.

The County will not open a "Deduct Items" envelope of any other bidder, or negotiate with any bidder, other than the lowest responsive and responsible bidder.

7. EXCEPTIONS

Bidders taking exception to any part or section of this solicitation, including, by way of illustration and not limitation, the Contract Documents, Contract Terms and Conditions, General Conditions, Specifications, the Special Conditions, and any attachments or references thereto, shall indicate such exceptions on the Bid Forms. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the solicitation, are subject to rejection in whole or in part as nonresponsive.

8. NONCONFORMING TERMS AND CONDITIONS

If the bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of nonresponsiveness as a result of the submission of nonconforming terms and conditions.

9. EXPENSES INCURRED IN PREPARING BID

Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

10. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder must make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

11. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Each bidder acknowledges by submitting a bid that it has taken steps reasonably necessary to ascertain the nature and locations of the Work of the solicitation, and that it has investigated and satisfied itself as to the general and local conditions and factors which can affect the work or its cost, including but not limited to:

- a. conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. the availability of labor, water, electric power, and roads;
- c. uncertainties of weather, river stage, tides, or similar physical conditions at the site;
- d. the conformation and conditions of the ground; and
- e. the character of equipment and facilities needed before and during work performance.

Each bidder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work publicly or otherwise available, as well as from the drawings and specifications made a part of this solicitation. Any failure of a bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the County.

The locations of existing utilities, including underground utilities, which may affect the work are indicated on the drawings or in the specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these drawings or specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of operations. The bidder shall make all necessary investigations to determine the existence and locations of such utilities. The bidder will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection or as called for in the Contract Documents, then such additional work will be ordered under the terms of the clause entitled "Changes in Work".

The County assumes no responsibility for any conclusions or interpretations made by the bidder based on the information made available by the County. The County assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the Contract.

12. INCOMPLETE DOCUMENTS

Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder's sole expense and at no additional cost to Arlington County.

13. ERRONEOUS OR OTHERWISE COMPROMISED REQUIREMENTS

Each bidder is responsible for having determined the feasibility of the work required, and shall notify the County Purchasing Agent immediately upon any discovery of any apparent erroneous, contradictory, incomplete, or infeasible requirements or directions contained in the Solicitation Documents. If a bidder fails to notify the County of such conditions immediately upon discovery, the bidder assumes all responsibility for any and all work required to satisfy the contract requirements at no additional cost to the County and within the Contract Term.

14. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

15. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

16. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

17. INFORMALITIES

Arlington County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the services being procured. If insufficient information is submitted for Arlington County to properly evaluate the bid by a bidder; Arlington County reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the services being procured.

18. USE OF BRAND NAMES/SUBSTITUTES

Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. When a brand name is specified and followed by the phrase "or approved equal," the brand name product may be substituted if a suitable equivalent is accepted by the County Purchasing Agent. Any article which the County in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and suitability for the intended use, may be accepted and considered for award.

For those items not identified as "No Substitute", and followed by the phrase "or approved equal," the County has established the following procedure for determining the equivalency of a particular item:

Bidder Submission of Proposed Equivalent Item(s):

- 1) Bidder shall submit to the County its proposed item(s) for determination of their equivalency to the Brand Name(s) specified.
- 2) Each proposed item must be described on a separate page, indicating the appropriate specification section number, product or fabrication or installation method to be replaced, and specifics of the proposed item. Attach any technical information, photographs, brochures and the relevant data listed below that supports the proposed item and will permit the County to fairly determine acceptability of the item proposed:
 - 1) Reasons why the specified product cannot be provided, if applicable.
 - 2) Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
 - 3) Detailed comparison of significant qualities of proposed substitution with those of the product specified.
 - 4) Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - 5) Samples, where applicable or requested.
 - 6) List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners, if requested.
 - 7) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 8) Statement of impact on the construction schedule. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

- 9) Cost information.
 - 10) Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- 3) The County, in its analysis, will consider factors such as relative costs, equivalency of features, serviceability, the design of the item proposed, and/or pertinent performance factors as provided in the project technical specifications.
 - 4) All pages of the submission shall be marked with the name, address and contact information of the bidder, and sent to the Office of the Purchasing Agent to arrive prior to the question deadline established in Section I., paragraph I. ADDITIONAL INFORMATION. E-mail transmittals will be accepted at ischerbakov@arlingtonva.us.

County Review of Proposed Equivalent Item(s):

- 1) Approved item(s) will be added to the solicitation, in the form of an Addendum to the solicitation, and forwarded to all bidders of record.
- 2) Bidders whose item(s) have not been approved will be so advised in writing simultaneously with the issuance of the Addendum.

19. NEW MATERIAL

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to the County under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in the County's interest, the bidder shall so notify the County Purchasing Agent in writing no later than fifteen (15) calendar days prior to the date set for opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to the County if the Purchasing Agent authorizes the bidding of used or reconditioned goods, materials, supplies or components.

20. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR ACKNOWLEDGEMENT

Bidders acknowledge that the contract that will be entered into as a result of this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. Bidders further understand that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in the resulting Contract. Further, bidders acknowledge that the items or services covered by this contract may be available or become available under other County contract(s), and that in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such other contract(s). Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting contract.

21. ARLINGTON COUNTY BUSINESS LICENSES

The successful bidder 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 solicitation, 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.

22. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

23. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by "Contractors" as defined by the Virginia State Board for Contractors, a Class A, B, or C License is required. If a bidder fails to obtain this license prior to submission of bid, the bid shall not be considered.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$750,000 or more, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS A CONTRACTOR."

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is \$150,000 or more, but less than \$750,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS B CONTRACTOR."

If a contract for performing construction, removal, repair or improvements is for \$1,000 or more, but no more than \$10,000 or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any twelve month period is less than \$150,000, the bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a "CLASS C CONTRACTOR." Class C contractors shall not include electrical, plumbing, and heating, ventilation and air conditioning contractors.

For further information, contact the State Board for Contractors, 2 South Ninth Street, Richmond, VA 23219, (804) 367-8511.

24. BID WITHDRAWAL PRIOR TO BID OPENING

No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

25. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give notice in writing to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all original work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

26. PARKING

At most County government facilities, parking for contractors' vehicles is not provided by the County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

27. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials sought to be protected and state the reasons why protection is necessary and falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

28. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

29. METHOD OF AWARD

The County will make the award for this solicitation to the lowest responsive and responsible bidder.

The lowest bidder will be determined by the Grand Total indicated on the Bid Form.

30. INSURANCE REQUIREMENTS

Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor's liability to the County nor as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting Contract.

31. SURETY REQUIRED

A. BID SURETY:

A fully completed and properly executed original Bid Bond, cashier's check, certified check, money order, or cash escrow in the amount of fifty thousand dollars (\$50,000.00), made payable to the Treasurer of Arlington County shall accompany each bid. The Bid Surety of all bidders may be retained until after the award to the successful bidder is made. The Bid Surety of the successful bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

B. FAILURE TO EXECUTE:

The failure to accept an award and file acceptable Performance and Payment Bonds within fifteen (15) days after notice of intent to award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to the County as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

C. PERFORMANCE SURETY:

A fully completed and properly executed original Performance Bond in the amount of one million dollars (\$1,000,000.00) will be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Performance Bond shall be renewable annually in the original amount through the completion of the Contract, including all warranty and guarantee periods.

D. PAYMENT BOND:

A fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the bid, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract, shall be required of the successful bidder. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

E. ALTERNATE SURETY:

If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by the County that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

32. OPTIONAL ESCROW AGREEMENT

If the successful bidder so elects, the bidder may utilize an escrow account for utilization of the retainage funds pursuant to § 2.2-4334 of the Code of Virginia. The bidder must indicate on the Bid Form whether or not it elects the escrow account procedure.

33. EXECUTION OF AGREEMENT

Within fifteen (15) calendar days after the Agreement forms are presented by the County to the successful Bidder for signature, the Contractor shall deliver to the County Purchasing Agent three (3) copies of the executed Agreement. Within the same fifteen (15) day period, the Contractor shall deliver to the County Purchasing Agent executed performance and payment bonds, if such are required in the solicitation, and the required certificate of insurance. The failure of the Contractor to execute the Agreement and to supply any required bonds and certificate, within the stipulated fifteen (15) day period, or within such extended period as the County Purchasing Agent may grant, shall constitute a default, and the County may award the Contract to the next lowest responsive and responsible bidder or solicit new bids. The County may then charge against the Contractor the difference between the amount of the Contract award and the amount for which a Contract is subsequently executed, up to the total amount of the Contractor's bid security.

34. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract, an e-mail with a Notice of Decision to Award will be sent to all bidders, using the e-mail address provided in the Bid Form.

35. MINIMUM BIDDER QUALIFICATIONS AND EXPERIENCE

- Bidder shall have the ability to furnish two (2) complete, qualified pipe laying crews for the simultaneous performance of the work at such times and for such duration as may be specified by Arlington County. A qualified pipe laying crew shall consist of a foreman, operator(s), pipe layer, tailman and laborer.
- The Foreman assigned to this work shall have at least five (5) years of experience in the installation and maintenance of water mains and shall have been in charge of installing at least 10,000 linear feet of ductile iron pipe up to and including 48-inches in diameter. Bidders must submit resume of the proposed Foreman with their Bid.
- Bidders must provide information demonstrating a minimum experience with complex water main installations involving a grand total of at least 10,000 linear feet of ductile iron pipe water main and constructed values of greater than \$100,000 per project, with one contract reference over \$500,000. One project shall also include a water main vault installation or vault modification. To demonstrate qualifications and experience, the Bidder must reference a minimum of three (3) contracts completed by the Bidder within the past three (3) years by completing the References form included in the of this contract.

II. SPECIAL CONDITIONS

1. CONSTRUCTION STANDARDS AND SPECIFICATIONS

All work shall conform to the current edition of the Arlington County Department of Environmental Services Construction Standards and Specifications, a copy of which may be downloaded at no charge on the internet at:

<http://arlingtonva.s3.amazonaws.com/wp-content/uploads/sites/21/2013/12/Construction-Specifications-9-30-13.pdf>

The Contractor shall have a copy of the Construction Standards and Specifications, readily available at the project site at all times.

2. MODIFICATIONS TO CONSTRUCTION STANDARDS AND SPECIFICATIONS

In addition to conforming to the Arlington County Department of Environmental Services Construction Standards and Specifications, all work shall also conform to the modifications to these Construction Standards and Specifications as outlined below. The Contractor shall keep a copy of these modifications readily available at the project site at all times.

If there is any discrepancy between the modifications outlined in this section and the terms and provisions of the Construction Standards and Specifications identified in subsection II.1 above, the requirements of the modifications in this section shall prevail over the other documents.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01000 - GENERAL PROVISIONS AND REQUIREMENTS

12. WORK SITE CONDITIONS

The work site shall be kept and maintained by the Contractor in a neat, orderly, and workmanlike appearance at all times. The Contractor shall remove and legally dispose of, **DAILY**, all refuse, rubbish, scrap materials and debris generated at the site.

Stock piling of materials on site will not be allowed unless approved by the Project Officer.

Upon approval, any stock piled materials must be adequately contained and kept covered with perimeter controls employed to minimize runoff and possible contamination.

13. PUBLIC CONVENIENCE

Arlington County is a highly developed urban area with very active and concerned citizens. Performing underground utility projects in this setting presents a very challenging task and requires and demands placing public convenience first.

The Contractor shall make every effort to place pipe, materials, equipment and portable toilets where disturbance to residents is minimized.

Parking and space is at a premium in Arlington. The Contractor is to limit the parking of construction equipment to only items

used daily and make every effort to open up job sites on weekends and after hours.

The Contractor is to prioritize final restoration and complete restoration in a timely manner, regardless of the size or scope of the project, so as to minimize the inconvenience to residents as much as possible.

SECTION 01500 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 3 - EXECUTION

9. Dewatering and Discharges

- a. All dewatering operations shall comply with the County's VSMP Municipal Separate Storm Sewer System (MS4) Permit. All dewatering operation shall be conducted in a manner that prevents or minimizes the amount of sediment or other pollutants which discharge to the County storm sewer system, which includes curb and gutter, or any open watercourse. Any discharge from dewatering operations shall be properly filtered prior to being discharged. Dewatering is frequently required with this contract and special attention is required by the Contractor to assure that all discharge is properly filtered with filter bags on the discharge hose as well as adequate inlet protection and sediment traps. Dewatering activities shall not create any erosion nor flooding. A dewatering plan must be included as part of the Erosion and Sediment Control plan with sufficient detail to ensure that the proposed dewatering will meet all applicable requirements.

DIVISION 2 - SITE WORK

SECTION 02200 - EARTHWORK

PART 3 - EXECUTION

15. Trench Excavation

- g. The maximum length of open trench at any time, shall not exceed 150 linear feet.

17. Storage, Handling and Disposal of Excavated Materials

- g. No excavated materials shall be placed on the pavement without permission of the project officer. When so permitted, protect the pavement with a one inch layer of 21-A or approved substitute material at no additional cost to Arlington County.
- h. Trench excavation for the contract produces a large volume of material deemed surplus to the work. Due to the requirements of Standard Drawing NO. M-60, approximately 60% of trench excavation is surplus regardless of suitability. It is the Contractor's responsibility to load, haul off and dispose of this surplus material daily. No excavated material is to be used in the top 32 vertical inches of a trench dug in pavement.

23. Maintenance of Backfilled Excavations

- a. The Contractor shall maintain the backfilled area and asphalt patch in proper condition for a period of one year after final acceptance of the project. All defects shall be promptly corrected. If the Contractor fails to do so within a reasonable time after the receipt of written notice from the Engineer, the County may correct any dangerous condition at the Contractor's expense.

PART 4 - MEASUREMENT AND PAYMENTS

27. OVER EXCAVATION

When included as a pay item or Stipulated Price Item, and authorized by the Project Officer, Over Excavation conducted as a result of obstructions or unsuitable bedding for pipes or structures shall be measured in cubic yards excavated in excess of the contract documents. For this contract, Over Excavation is considered any excavation over a depth of seven (7) feet. Payment shall be made for cubic yards and will include excavation, handling, storage and disposal of materials, backfilling, compaction, testing, and all other activities necessary to comply with these Specifications. When not included as a pay item or Stipulated Price Item, Over Excavation will be paid as Excavation. No payment shall be made for any Over Excavation unless ordered in writing by the Engineer prior to commencement of the operations.

SECTION 02550 - WATER MAINS & APPURTENANCES

PART 1 - GENERAL

1.4 Applicable References

- C. Discharging Chlorinated Water documents are available on the internet at <http://topics.arlingtonva.us/building/discharging-chlorinated-water/>

PART 2 - MATERIALS

2.3 Tie Rods and Accessories for Anchorage and Mechanical Joint Restraints

- C. *Thrust restraint shall require and include concrete thrust blocks in addition to megalugs, tie rods and accessories.*

2.14 Inserting Valves

- A. Inserting valves for installation on 6-inch through 12-inch water mains shall be Team InsertValve™ as manufactured by Team Industrial Services, or approved equal.

- B. Inserting valves for installation on 16-inch water mains shall be EZ™ Valve as manufactured by Advanced Valve Technologies, LLC, or approved equal.

PART 3 - EXECUTION

3.4 Construction Standards

B. Connecting to Existing Mains

- 3. Clean, swab and spray new pipe, fittings and valves with a minimum one per cent (1%) solution of chlorine prior to installation and connection to existing water distribution mains.

L. Discharge of Chlorinated Water

11. In addition to meeting the requirements in subsections 3.4.L.1 through 3.4.L.10 in the Construction Standards and Specifications, the Contractor shall also conform to the requirements described below.

- a. The Contractor shall review and abide by Arlington County's Dechlorination and Disposal Procedures.
- b. A signed Dechlorination Policy Acknowledgement Form certifying that the Contractor has reviewed Arlington County's Dechlorination and Disposal Procedures and agrees to abide by its provisions, shall be submitted by the Contractor to the Project Officer prior to the start of the contract.
- c. The Contractor shall submit a Dechlorination Plan for flushing and discharging of any super chlorinated water to be approved by the Project Officer. The plan shall be submitted a minimum of 48 hours prior to planned discharge.
- d. The above-referenced documents are available on the internet at:
<http://topics.arlingtonva.us/building/discharging-chlorinated-water/>

PART 4 - MEASUREMENT AND PAYMENT

4.1 Water Mains

Water mains for the various type, classes and sizes shown on the bid proposal shall be measured in linear feet along the pipe center line and shall include the length of fittings and valves. Payment shall include cost of excavation, backfill, pipe, thrust restraint, fittings, accessories, laying of pipe, disinfection, flushing, erosion and sediment control, support of existing utilities, certification, testing, dewatering, restoration, trench maintenance, abandoning and/or removing existing mains and

appurtenances as required and all other work incidental to providing a complete water main installation. **Payment shall** also include hauling off and disposal of surplus and unsuitable material generated from pipe installation and displacement created by the requirements to add 18-inches of 21-A subbase as shown on the trench detail on Drawing No. M-6.0 found in Section VII of this contract; and include installation of polyethylene encasement over pipe and fittings.

SECTION 02650 - RESTORATION OF ROADWAYS

PART 3 - EXECUTION

- 3.2 *Excavation in the pavement area shall require that pavement surfaces be saw-cut to provide a straight and smooth edge. Cut out pavement shall be saw cut to a depth of up to ten (10) inches and be 24-inches (12-inches each side) wider than the trench width or excavation opening as shown on Construction Standard M-6.0.*
- a. When the trench is located along an existing curb and gutter, the 12-inch bench cut is waived on the curb side, but is required on the other side of the trench.
 - b. Saw cut pavement, up to a depth of 10-inches for both sides of the trench, shall be included in the square yard price of asphalt restoration.
- 3.3 *Upon completion of installation of utility and backfill, fill the top 34-inches of the trench with 21-A and temporary asphalt patch until such time that the permanent pavement patch can be constructed.*

III. SUPPLEMENTARY SPECIFICATIONS

In addition to conforming to the Arlington County Department of Environmental Services Construction Standards and Specifications and the modifications to these standards and specifications as described in subsection II.2 above, all work shall also conform to the Special Provisions outlined below. The Contractor shall keep a copy of these Special Provisions readily available at the project site at all times.

If there is any discrepancy between the Special Provisions outlined in this section and the terms and provisions of the Construction Standards and Specifications identified in subsection II.1 above, the requirements of the these Special Provisions shall prevail over the other documents.

1. CREW AND EQUIPMENT AVAILABILITY

Contractor shall have the ability at all times to furnish two (2) complete, qualified pipe laying crews for the simultaneous performance of the work at such times and for such duration as may be specified by Arlington County. A qualified pipe laying crew shall consist of a foreman, operator(s), pipe layer, tailman and laborer. The Foreman shall have at least five (5) years of experience in the installation and maintenance of water mains and shall have been in charge of installing at least 10,000 linear feet of ductile iron pipe up to and including 16-inches in diameter.

2. PROJECT ASSIGNMENTS

The Contractor shall submit to the Project Officer, prior to the start of any work a full description and details, and obtain the Project Officer's approval of all materials required for completion of each project assignment as specified in the current edition of the Arlington County Construction Standards and Specifications. Subsequent project assignments including Unlisted Work shall not require submittals previously approved, unless new material(s), a change in materials, or the use of different material(s) is proposed.

Individual projects will be assigned to the successful Contractor by the Project Officer using email, or a letter of transmittal with Project Plans (Plans) attached or other method agreed to between the parties.

The Contractor shall send to the Project Officer a written estimate (estimate) for the assigned project, using the contract unit prices. This estimate will be used to ensure the County allocates sufficient funds to pay for the anticipated quantities at the contract unit prices and the Contractor and the County have the same understanding of the work. The estimate shall not oblige the County to pay the estimate in full, instead the work compensation shall be based on actual quantities provided and installed at the contract unit prices.

The written estimate by the Contractor shall show a time of completion agreed to by the Contractor and the Project Officer.

Upon acceptance of the Contractor's estimate and agreed upon time of completion, the Project Officer will issue a Project Assignment Transmittal, a county approved purchase order and a Notice to Proceed for every project assignment that states the time of completion for each

individual assignment. Liquidated damages as described in Subsection VI.10 of this contract will be assessed for any work not completed within the time frame specified in the Notice to Proceed.

The Contractor shall start work on each assigned project within thirty (30) calendar days of receipt of the County approved Purchase Order (PO) and Notice to Proceed (NTP), unless the Project Officer approves in writing a date beyond the thirty (30) day time frame. Once the project is initiated, the Contractor shall diligently place all efforts to complete the project as per the terms of this contract and the NTP issued by the County.

3. JOB SIZE LIMITATIONS

The size of the assigned jobs will vary throughout the contract term, but shall not exceed five hundred thousand dollars (\$500,000.00)

4. ESTIMATED ACTIVITY

The County expects to spend up to fourmillion dollars (\$4,000,000) on this contract annually; however, there is no guarantee that this amount will be spent annually. The actual quantity of work performed will depend upon the requirements of Arlington County during the contract term.

5. SCHEDULE OF WORK

The Contractor shall start construction within thirty (30) calendar days of the transmittal date unless another date is agreed to by the Project Officer. Failure of the Contractor to meet response time requirements will be considered grounds for termination of the contract.

Allowable calendar days for completion of the work shall be determined on a project by project basis, but in general shall be more than sixty (60) days per project. Work on fire hydrants and valves shall be completed in five (5) calendar days.

Scheduling the work shall be the sole responsibility of the Contractor. The County will not allow time extensions for the normal and seasonal weather conditions considered typical for a given month in accordance with the National Oceanic and Atmospheric Administration thirty year mean for National Airport.

During the performance of the work, the Contractor shall identify and report the causes for any delays attributable to the conditions deemed to be beyond the Contractor's control. These causes shall be identified in terms of operations affected and significant dates that encompass the periods of delay. The Contractor shall submit such information to the County Project Officer within seven (7) calendar days of determining the need for delay, to make an evaluation of the claim for delay.

6. PRE-CONSTRUCTION/PROGRESS MEETINGS

Planned pre-construction/progress meetings shall be held monthly at the Trades Center.

- This meeting shall serve as a Pre-construction meeting for newly awarded jobs; as well as a meeting to discuss updates on future projects, plans or needs. This meeting shall also serve as a Progress Meeting to discuss current and completed jobs.

- The Arlington County Project Officer(s) and the Contractor shall attend this meeting. Other personnel involved in the project(s) should also attend this meeting.
- During this meeting and prior to starting newly awarded jobs, approved drawings and documents associated with the new jobs shall be reviewed and major items shall be discussed by the participants. Special features and requirements of each job shall be discussed to clarify anything that is unclear in the job plans and specifications. Any proposed design or construction changes must be discussed at this meeting.
- During this meeting, status of current jobs shall be reviewed and evaluated for progress.
- During this meeting, status of completed jobs shall be evaluated to verify that they are complete and/or to identify punch list items that still need to be completed
- During this meeting, the progress of work on each job should be discussed as well as estimated time of completion for each job
- This meeting shall also be used an opportunity to discuss any contract issues
- During this meeting, Billing and/or Payment issues and concern shall be reviewed and addressed.

7. OTHER CONTRACTS

The County reserves the right to include bid items listed in this contract in other bids of the County without any obligation for the remuneration to the Contractor for similar or same items contained in this contract. Arlington County will solicit separate bids for the work specified under this contract which is included as part of another project, for all projects over \$500,000.00, and for the work which requires special bidding provisions (i.e., use of the non-County funds).

8. CONTRACT PERFORMANCE

County staff will inspect all Contractors' work under this contract, and will withhold payment for any work performed which is considered not in accordance with the plans and specifications. Payments withheld for this reason will be released upon receipt of the satisfactory evidence (site inspection by County Inspector) that the work has been corrected to the County's satisfaction. Inspections by the County staff will occur within fourteen (14) days of completion of work by the Contractor; and any necessary corrections to the work shall be completed by the Contractor within seven (7) days of notice to Contractor at no additional cost to the County. Failure of the Contractor to correct any deficiency within the seven (7) day period shall result in a reduction from the amount of payment due for the work in an amount equal to that portion of the work found deficient. Repeated violations of this provision may result in contract termination.

9. RESPONSIBILITY OF CONTRACTOR

The County's review or acceptance of Subcontractors shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts, defaults, or omissions of its Subcontractors and of his

Subcontractors' officers, authorized representatives and employees. Nothing contained in the contract documents shall be construed to create any contractual relationship between any Subcontractor and the County.

10. AS-BUILT PLANS

Upon completion of the construction and prior to the release of final payment by the County, the Contractor shall submit and obtain approval of as-built plans. As-built plans may be a clean set of prints clearly marked up to show the following, in addition to the requirements set in Paragraph 11 (AS BUILTS), part B (DRAWINGS, SPECIFICATIONS AND RELATED DATA), Section IV (ARLINGTON COUNTY DES ENGINEERING PROJECT GENERAL CONDITIONS):

- Location of temporary blow-offs used in the testing of water mains.
- Show actual location of all utility crossings by location relative to station at center line of water main, depth or elevation, type and size of utility.
- Provide a minimum of two (2) swing ties to all valve boxes and permanent blow-offs from fixed permanent objects visible above snow cover such as fire hydrants, utility poles or building corners. Swing ties shall cross as near to ninety degrees as practical for each valve box and blow-off located.
- Include a statement from the Contractor that the water main was constructed in substantial conformance with the approved plans, unless otherwise noted on the as-built plans.

The Contractor shall keep and have available copies of all as-builts for the duration of the contract.

Upon approval of the as-built plans by the Engineering Supervisor, final payment shall be released.

11. WORK SITE DAMAGES

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

12. CLEANING UP

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

13. EXTRA WORK

Extra Work may include, but not be limited to the following types of work:

1. **EMERGENCY REPAIRS**

The Contractor shall make available to Arlington County, on a 24-hour basis during the term of this Contract, such portion of his labor force, materials and equipment as may be required by Arlington County for the purpose of making or assisting in, repairs to water mains and other facilities owned and operated by Arlington County. The Contractor shall furnish all labor, materials and equipment immediately upon receipt of request by Arlington County and shall give highest priority and continuing attention to the repair until the repairs and improvements have been satisfactorily completed. The contractor's response time upon notice of emergency shall be within two (2) hours.

2. **REPAIR OF STEEL PIPE**

When required, employ or subcontract qualified personnel including certified welders, where necessary for the repair or installation of steel pipe up to 36-inches in diameter.

3. **REPAIR OF LARGE DIAMETER PIPE**

Employ or subcontract qualified personnel and provide owned or leased equipment as appropriate for the repair of prestressed concrete cylinder pipe up to 48-inches in diameter and ductile iron pipe up to 48-inches in diameter.

4. **MISCELLANEOUS**

May include water main relocations for highway projects, major water main connections performed during the night and improvements to other Arlington County owned facilities.

14. CONTRACT PRICING

Unit prices shall include excavations to a maximum depth of seven (7) feet to the invert of the pipe. For this contract, over-excavation is considered any excavation over a depth of seven (7) feet. If over-excavation is required, payment will be in accordance with the contract unit price for over-excavation (YD³). Standard stone bedding will not be required unless directed by the Project Officer. If standard bedding is required, payment will be in accordance with the contract unit price for #57 stone (ton). Payments will be based on actual field measurements taken by Arlington County personnel. The intent of the unit prices is to provide a complete functioning unit which may include work from several specification sections.

I. WATER MAIN WORK (INCLUDING ALL MATERIALS)

A. WATER MAINS (BID ITEMS 1-5 AND 16-20)

Water mains for the various classes and sizes shown on the Bid Proposal shall be measured in linear feet along the pipe center line and shall include the length of fittings and valves.

Unit prices shall include furnishing and installing the various pipe sizes as well as the following:

- Mobilization to site
- Submittals and job site layout
- Excavation to a maximum depth of seven (7) feet to invert of pipe
- Removal and disposal of all surplus and unsuitable material generated from trench excavation and pipe installation
- Support of existing utilities
- Furnishing and installing necessary fitting including accessories and thrust restraints
- Furnishing and installing 8-mils polyethylene encasement over the pipe, fittings, valves and branch connections
- Testing, disinfecting, sampling, certifications, flushing, dewatering and proper disposal of super chlorinated water
- Furnishing and placement of 18-inches of 21-A subbase stone as per Utility Cut Trench Detail No. M-60.
- Necessary trench maintenance for a one year period commencing from date of completion.

B. CONNECT TO EXISTING WATER MAINS (BID ITEMS 13-14)

Payment for connection to existing water mains shall be one each for sizes 4-inch through 8-inch; and one each for sizes 10-inch through 16-inch. Pricing shall include excavation, disposal of surplus and unsuitable material, test pits, sleeves, dewatering, cutting, and thrust restraint. Pricing shall also include cleaning, swabbing, and spraying new pipe, fittings and valves with a minimum one per cent (1%) solution of chlorine prior to installation and connection to existing water distribution mains.

C. 2-INCH TEMPORARY BLOW-OFF (BID ITEM 29)

2-inch temporary blow-offs shall be measured as each. Payment shall include excavation, setting, restraint, tapping, piping, fittings and outlet required to achieve a 2-inch connection to temporary dead ends to allow testing and adequate flushing of host mains. Payment shall also include removal prior to anticipated connections.

D. REMOVE AND REPLACE WATER MAINS (BID ITEMS 16-20)

The Contractor is advised that the contract unit price for "REMOVE & REPLACE WATER MAIN", all sizes, shall be paid for in the case where the County requests relocations of existing water mains horizontally or vertically by removing the existing main and replacing with the same size new main. Price to include removal and disposal of abandoned pipe, costs for dewatering and additional cuts necessary to remove pipe and any additional incidentals associated with pipe removal.

E. INSERTION VALVES (BID ITEMS 30-34)

Insertion valves will be paid for as each by size. Payment shall include test pits, excavation, bedding, thrust restraint, installation, valve, valve box and backfill.

II. WATER SERVICES

A. PRICES FOR 3/4-INCH AND 1-INCH Service Taps

1. SERVICE TAPS (BID ITEM 1)

Service taps will typically be required where complete replacement of an existing service is needed due to conditions where the existing service is found to be galvanized, deteriorated or undersized pipe; or where an entirely new service is needed from the main to a water meter crock location for a newly developed lot. Please note that pavement restoration shall be paid under a separate bid item and all meters shall be supplied by Arlington County at no cost to the Contractor.

2. RETAPS (BID ITEM 3)

Service Retaps will comprise tapping a newly installed water main and finding and connecting an existing service to this tap within 10-feet of the water main. Service Retaps will typically be required for existing services that are found to be properly sized copper pipe in good condition where no upgrade is needed to the meter location. Please note that pavement restoration shall be paid under a separate bid item and all meters shall be supplied by Arlington County at no cost to the Contractor.

B. PRICES FOR 1-1/2-INCH AND 2-INCH WATER SERVICES

1. SERVICE TAPS (BID ITEM 1)

1-1/2-inch and 2-inch water services work shall include removal of existing water meter and crock as required. Please note that pavement restoration shall be paid under a separate item and all meters shall be supplied by Arlington County at no cost to the Contractor.

III. RELATED WORK - INCLUDING ALL MATERIALS

A. PAVEMENT RESTORATION (Bid Items 1-2)

Price of pavement restoration includes saw cut of edges, 6-inches of 21-A aggregate stone subbase, bituminous concrete materials, tack coat of edges and 2-inches of sealing strip on top.

B. VDOT #57 STONE (BID ITEM 11) -

VDOT #57 stone will be paid for by the ton for use in trench bedding where directed by the Project Officer.

C. AGGREGATE VDOT #21-A (BID ITEM 12)

VDOT #21-A will be paid for by the ton when used as directed by the Project Officer for bike trails, stone shoulders, driveway stone or as needed.

D. SELECT BORROW (Bid Item 13)

Select borrow to be paid for by the cubic yard (YD³) in place and will be used for backfill when existing material is deemed unsuitable by the Project Officer. Standard Drawing M-6.0 dictates upper limit of select borrow for actual measurement of quantity.

E. COLD MIX ASPHALT (BID ITEM 23)

Cold Mix will be paid by the ton for use as temporary patch when directed by project officer. Due to traffic volume and weather, it is the County's intent to install hot mix base asphalt as soon and whenever possible in lieu of using cold mix.

F. TEST PIT (Bid Item 24)

The contract unit price for test pits shall apply in the following cases, upon approval of the Project Officer. Test pits shall not apply to utility connections to properties such as gas services, water services and sanitary laterals. Restoration shall be compensated for at the applicable unit prices under this contract:

- Utilities, which are not shown on the plans provided to the Contractor for construction under this contract, but are marked by the utility designator prior to construction.
- Tie-in, wet tap or connection locations to accurately determine alignment elevation and O.D. of existing pipe
- Test pits are not provided by the County as part of the plans provided to the Contractor for construction under this contract.

IV. RESTRICTED WORK HOURS AND PROJECTS (UNDER 50 LINEAR FEET)

The work hours allowed in the County Right-of-Way may vary for individual project assignments. In cases where work hours are restricted to 6 hours or less a day per the approved Right-of-Way permit, the work shall be compensated for at the contract unit prices identified in Section IV on the Bid Form. In cases where an individual project assignment is less than 50 linear feet the work shall be compensated for at the contract unit prices identified in Section IV on the Bid Form. Contract unit prices for items other than those identified in Section IV on the Bid Form, if required for the restricted work hour and fewer than 50 linear feet project assignment(s) shall be compensated at the contract unit bid prices specified elsewhere on the Bid Form.

V. UNLISTED WORK

Work required under this contract that is not on an emergency basis and is not listed under section I, II (A and B), III or IV of this Bid Form shall be covered under this section. All work under this section shall require a written estimate from the Contractor using the bid hourly rates. Materials will be furnished by the County when available. When the Contractor supplies materials, the county shall reimburse the contractor for actual cost.

The Bidder shall submit pricing for unlisted work that includes schedule of equipment and labor rates in the space provided in the Bid Form.

A. Track Excavator with Operator (BID ITEM 13)

Contractor is responsible for properly sizing equipment. Payment for this bid Item will be for any track excavator of 50,000 pounds or less.

B. TOOL TRUCK OR TRAILER (BID ITEM 15)

Tool truck or trailer is to be paid for by the hours used on the job. This pay item is to be the Contractor's compensation for necessary small tools and incidentals that are commonplace to water main installation and repairs. This pay item shall cover but not be limited to ladder, shovels, brooms, cables, slings, pipe saws, saw blades, pumps up to 3-inch, jumping jacks, plate compactors, hoses, dirt discharge bags, and small generators and necessary fuel. Necessary small tools will be considered any equipment which has a new cost value of \$3,000 or less.

VI. EMERGENCY WORK

Bidders shall enter rates for equipment and labor for emergency work in the Bid Form. Upon award of the contract, the Contractor shall submit a contact list with names and phone numbers of key personnel to be contacted if emergency work is required. In an emergency, material used to repair water mains will be provided, when available, by the County from its Water/Sewer/Streets Warehouse, located at:

**4202 S. 28th Street
Arlington, Virginia 22206.**

Emergency work typically consists of responding to water main or water service breaks at any time, normally during inclement weather (rain, snow and/or extreme cold weather). The Contractor is expected to be equipped with and have available tools and equipment that are common and necessary for water main repair in inclement weather.

Prices for the Contractor furnished materials in an emergency shall be as identified in the Section III numbers 10, 11, 12, 13, 15, 16, 17, 19, 20, & 23 of the Bid Form.

The Contractor shall respond to County's request for the emergency work within two (2) hours of receipt of such request, unless otherwise specified in such request. County staff authorized to request emergency work from the Contractor will be identified at the contract start-up meeting.

The Contractor will be compensated for the Emergency Work requested by, and performed to the satisfaction of, the County Project Officer at the contract unit prices and contract rates identified in Sections III and VI of the Bid Form.

Usual tasks or repairs vary but some can be extremely difficult and very time consuming. The Contractor is to have the ability to rotate staff and personnel such that each event or repair can proceed around the clock for multiple days, if necessary.

Work most likely will involve long hours and include weekends. Bid labor rates shall be fully loaded to reflect Contractor's cost.

When responding to emergency water main or water service breaks and/or repairs, the Contractor shall clean, swab and spray new pipe, fittings and valves with a minimum one per cent (1%) solution of chlorine prior to installation and connection to existing water distribution mains.

The Contractor shall make available to Arlington County, on a 24-hour basis during the Contract Period, such portion of his labor force, materials and equipment as may be required by Arlington County for the purpose of making, or assisting in, repairs to water mains and other facilities owned and operated by Arlington County.

A. MOBILIZATION AND DEMOBILIZATION (LINE ITEM 1)

Mobilization requires the Contractor to be onsite to respond to emergency water main repairs within 2 hours of receipt of request from Arlington County. Mobilization and demobilization for emergency water main repairs shall be paid for per event. This pay item shall include travel time of all personnel and equipment, as needed, to accomplish the work. This pay item also includes demobilization from the site upon completion of the emergency response.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

IV. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

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

AGREEMENT NO. 17-010-ITB

THIS AGREEMENT is made, on the date of execution by the County, between _____ (“Contractor”) a [Insert Name of State] [Corporation, General Partnership, Limited Liability Company, etc.] authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 17-010-ITB, and all modifications properly incorporated into the Agreement
- Attachment A – The Drawings and Construction Notes of Arlington County Invitation to Bid No. 17-010-ITB.
- Attachment B – Arlington County Invitation to Bid No. 17-010-ITB, including General Conditions, Special Conditions, and Supplementary Specifications
- Attachment C – The Arlington County Department of Environmental Services’ Standards and Specifications, Current Edition
- Attachment D – Unit price bid of the 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 shall prevail over the other Contract Documents.

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 D.

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 of them has made any representation or promise with respect to the parties’ Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the “Contract” or “Agreement.”

2. PROJECT OFFICER

The performance of the Contractor is subject to the general control, review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. The Contractor shall not comply with requests and/or orders issued by other than the Project Officer of designee. However, it shall be the responsibility of the Contractor to

manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

3. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for the construction of provision and installation of water mains and appurtenances in various locations on non-emergency, on-call, and emergency on-call basis (the "Project") and all other work shown, described and required in 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 obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. 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. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than November 30, 2018 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, from December 1, 2016 to November 30, 2021 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor according to the prices shown in Attachment B in accordance with the Progress Payments paragraph for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section 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

Payments will be made by the County to the Contractor based on the contract unit prices and the actual quantities, regardless of the estimate submitted by the Contractor. Payments will be based on actual site measurements taken by Arlington County personnel using the contract unit prices, and in accordance with these contract documents.

The Contractor shall invoice the County monthly throughout the Contract Term. As-Built plans showing all work completed from the start of the job through the invoice date shall be submitted with each invoice. Each set of plans shall be approved by the Engineering Supervisor.

Ten Percent (10%) of each invoice will be withheld as retainage until final completion and acceptance of each project.

Monthly invoices shall include and show ten percent (10%) retainage until final billing.

Payment shall be Net thirty (30) days from receipt of a correct invoice (as determined by the Project Officer) for work performed by the Contractor and accepted by the County Project Officer for the previous calendar month.

The final invoice shall include delivery of pipe coupons for all wet taps and representative samples of existing pipe where connections to existing mains are made, hydrostatic test reports, all bacteriological and other required water sampling test reports, materials and suppliers list for all materials used on each project assignment.

No final payment shall be released until as-built plans are submitted to and accepted by the Engineering Supervisor at the Water/Sewer/Streets Bureau of the Department of Environmental Services.

No final payment, or retainage shall be released until all permanent restoration has been completed.

No final payment or retainage shall be released until final completion and acceptance of each project.

Original invoices shall be submitted to the Project Officer assigned to the project on which work was performed. In addition, a copy of all invoices submitted under this contract shall be submitted to the following:

Engineering Supervisor
Arlington County - DES
Water/Sewer/Streets Bureau
4200 28th Street South
Arlington, VA 22206

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until the end of the Initial Contract Term ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in Engineering News Record (ENG) Construction Cost Index (CCI) for the 12-month period ending in April of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

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

8. PAYMENT TERMS

Payment terms will be recorded by the County as net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the Work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.

The Contractor shall 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 as those contained herein 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.

10. RELEASE AND REQUEST FOR FINAL PAYMENT

Upon completion of the Project and before Final Acceptance, the Contractor will submit to the Project Officer a signed copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

11. LIQUIDATED DAMAGES

The County specifies that time is of the essence under this Contract. Time being of the essence, it is essential to the County that Contract work be completed within the Contract Term. The County and the Contractor agree that damages for failure to complete the work within the Contract Term are not susceptible to exact determination but that \$880.00 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 on demand

\$880.00 per day for each and every calendar day that the Contractor has not obtained Final Completion beyond the Contract Term as damages caused by such delay and not as a penalty. The County shall 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 to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

12. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

13. NON-APPROPRIATION

All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents, if so requested by the County. The County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. Further, the

items or services covered by this contract may be available or become available under other County contracts, and in analyzing its needs, the County may determine that it is in its best interest to procure the items or services through such another contract. Therefore, the County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this contract.

15. COUNTY PURCHASE ORDER REQUIREMENT

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

16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor or to any subcontractor, laborer, or any other person 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 any subcontractor, or for the Contractor, which is to be used in the performance of the Contract.

17. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

18. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

19. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must 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 shall be solely the responsibility of the Contractor.

21. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

22. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) calendar days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the

Contract term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

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

The County shall have the right to terminate this Contract prior to the end of the Contract Term if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) calendar days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION

The Contractor covenants for itself, its employees, and 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, 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 work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any

trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the

Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

30. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, 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.

31. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

32. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

33. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

34. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, 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, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

35. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

36. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

37. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the

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

38. ASSIGNMENT

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

39. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

40. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

41. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

42. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

43. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

44. NONEXCLUSIVITY OF REMEDIES

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

45. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

46. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. NO WAIVER OF SOVEREIGN IMMUNITY

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

48. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO THE COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION.

49. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

50. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

51. NOTICES

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

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

52. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

53. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME AND TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND TITLE: _____

DATE: _____

DATE: _____

V. ARLINGTON COUNTY DES ENGINEERING PROJECT
GENERAL CONDITIONS

A. INTRODUCTION TO TERMS

1. DEFINITIONS

- a. The term "Award Date" means the date of execution of the Agreement by the Purchasing Agent.
- b. The term "Business Day" shall refer to any day that the County is open for general business.
- c. The term "Calendar Day" means any day of twenty-four hours measured from midnight to the next midnight. Included are weekends and holidays. When the term "Day" is used it shall be assumed to refer to a Calendar Day unless otherwise specified.
- d. The term "Change Order" means a written order to Contractor, signed by the County and the Contractor, which authorizes a change in the Work, or an adjustment in the Contract Amount, and/or the Contract Term issued after execution of the Agreement.
- e. The term "Commencement Date" means the date on which the Contract Term will commence for the Contractor to begin to perform his obligations under the Contract Documents as provided in the Notice to Proceed.
- f. The term "Contract Documents" means the Agreement and all the documents and Attachments identified therein which shall include the Drawings and the Specifications and all modifications thereto properly incorporated in the Contract
 - (1) The term "Agreement" means the completed and signed form of Contract agreement.
 - (2) The term "Contract Drawings" means all drawings and construction notes which show the locations, character, dimensions, and details of the Work pertaining to the Contract.
 - (3) The term "Specifications" means and shall include the Supplementary Specifications, the Special Conditions, the Technical Specifications, and all written agreements and instructions pertaining to the performance of the Work.
 - (a) The term "Technical Specifications" means the applicable technical specifications contained in the current edition of the Arlington County Department of Environmental Services, Standards and Specifications.

- (b) The term "Supplementary Specifications" means any specifications included in the Contract Documents which modify, nullify, or add to the Technical Specifications for requirements or conditions peculiar to this contract.
 - (c) The term "Special Conditions" means the written statements modifying or supplementing the General Conditions for requirements or conditions peculiar to the Contract.
- g. The terms "County" and "Contractor" shall mean the respective parties to the Contract. They shall be treated throughout the Contract Documents as though each were of the singular number and masculine gender. Only one Contractor is recognized as a party to this Contract.
- h. The term "Engineer" means the Director, Department of Environmental Services, Arlington County, or designee. The designee may be identified as either the County's appointed Project Officer or a contractor employed by the County to perform construction services or project oversight.
- i. The term "Final Acceptance" shall mean the date on which the County issues the final payment for the Work.
- j. The term "Final Completion" shall mean the condition when the County agrees that all the Work has been fully completed in accordance with the Contract Documents and is acceptable. The County determines whether Final Completion has been accomplished after its representatives conduct a final walkthrough inspection of the project to verify the condition after notification by the Contractor. The date of the Final Completion of the Work under the Contract is the date on which Final Completion is accomplished.
- k. "Notice to Proceed" shall mean a written notice given by the County to the Contractor specifying the Commencement Date.
- l. The term "Project" means the entire proposed construction to be executed as stipulated in the Contract Documents.
- m. The term "Project Officer" means the County Project Officer assigned by the Director of the County Department responsible for the project, or the Director's designee. When a designee to act on behalf of the Project Officer is used by the County, the name of the designee and the duties and authority of such designee will be identified in the Contract Documents or in a written notice to the Contractor from the Project Officer responsible for the project. The designee may be a professional architect or engineer or other person employed by the County to perform construction services administration, design services, or project oversight.

- n. The term "Stipulated Price Item" means and includes an item of Work, unanticipated or of unknown quantity at the time of issuance of the solicitation for a Bid and determined to be executed, based on the actual field conditions during the progress of Work under the Contract. The Unit Price for the "Stipulated Price Item", as identified in the "Stipulated Price Items" section of the Bid Form, is predetermined by the County as the current reasonably workable rate for the Item inclusive of all necessary labor, equipment, materials, overheads (provision and installation), and the contractor's profit.
- o. The term "Subcontractor", as employed herein, shall include only those having a direct contract with the Contractor, and it shall include those who furnish material worked to a special design according to the plans and specifications for this Work but shall not include those who merely furnish material not so worked.
- p. The term "Work" shall mean the services and tasks performed under this Contract including, but not limited to, furnishing labor, and furnishing and installing materials and equipment required to complete the Project as specified in the Contract Documents.
- q. "Written notice" shall be deemed to have been duly served if a) delivered in person to the individual or to the member of the firm or to an officer of the corporation for whom it is intended, or b) delivered to an agent, such as overnight or similar delivery service, or c) deposited in the United States mail, postage prepaid, certified or registered addressed to the last known address of such other party.

B. DRAWINGS, SPECIFICATIONS AND RELATED DATA

1. INTENT OF THE DRAWINGS AND SPECIFICATIONS

- a. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, water haulage, light power, transportation, superintendence, temporary construction of all kinds, and other services and facilities of every nature whatsoever that are necessary to execute and deliver the Work, complete and usable within the scope of the Contract with all parts in working order, and all connections properly made.
- b. The general character and scope of the Work are illustrated by the Drawings and listed in the Specifications. Any additional drawings and other instructions deemed necessary by the Project Officer will be furnished to the Contractor when required for the Work and shall become incorporated into the Contract Documents.
- c. Unless otherwise specifically noted, the word "similar" where it occurs in the Drawings, shall be interpreted in its general sense and not as meaning identical,

and all details shall be worked out in relation to their locations and their connection with other parts of the Work.

- d. Where "as shown", "as indicated" "as detailed", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Project Officer is intended unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- e. Materials or work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to the recognized technical or trade meaning.
- f. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Figured dimensions on the plans shall be used in preference to scaling the Drawings. In case of conflict between small and large scale drawings, the large scale drawings shall govern.

2. DISCREPANCIES AND ERRORS

If the Contractor discovers any discrepancies between the Drawings and Specifications and the site conditions or any errors or omissions in the Drawings or Specifications, the Contractor shall at once report them in writing to the Project officer. If the Contractor proceeds with any work that may be affected by such discrepancies, errors, or omissions, after their discovery, but before their clarification, such work shall be at the Contractor's sole risk and expense and such work may not be the basis of any Claim for Extra Cost.

3. DIFFERING SITE CONDITIONS

The Contractor shall, within twenty-four hours after becoming aware of differing site conditions, and before the conditions are disturbed, give a written notice to the Project Officer of subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or previously unknown physical conditions discovered at the site of an unusual nature and which differ materially from those ordinarily expected to be encountered at the site.

The Project Officer will investigate the site conditions within two (2) business days after receiving the notice. If the conditions do materially differ to the extent that an increase or decrease would result in the Contractor's cost of the work, or the time required for performing any part of the work under the contract, an equitable adjustment may be made under this clause and the Contract modified in writing accordingly.

No request by the Contractor for an adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required. If the Contractor proceeds with any work that may be affected by such differing site conditions before giving notice to the Project Officer as set forth herein, such work shall be at the Contractor's sole risk and expense.

4. COPIES FURNISHED
Except as provided for otherwise, copies of the Drawings and Specifications reasonably necessary for the execution of the Work will be furnished to the Contractor. A limit of five (5) copies each of the Contract Drawings and Specifications will be provided to the Contractor without charge.
5. DOCUMENTS ON THE JOB SITE
The Contractor shall keep on the site of the project a copy of the Drawings, Specifications, Permits, and all other applicable documents including all authorized revisions, and shall at all times give the County and its authorized representatives access thereto.
6. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS
All Drawings and Specifications and copies thereof furnished by the County are the property of the County and shall not be used on other projects. Upon completion of the project, all copies of the Drawings and Specifications except the signed Contract sets shall be returned to the Project Officer.
7. SUBMITTALS
Submittals shall be processed per the Specifications unless otherwise specified.
8. TESTS
Any specified laboratory tests of materials and finished articles shall be made by bureaus, laboratories or agencies approved by the Project Officer and the certified reports of such tests shall be submitted to the Project Officer. All costs in connection with the testing shall be borne by the Contractor. Failure of any material to pass the specified tests or any test performed by the Project Officer, will be sufficient cause for refusal to consider, under this Contract, any further materials of the same brand or make of that material. Samples of various materials delivered on the site or in place may be taken by the Project Officer for testing. Samples failing to meet the Contract requirements will automatically void previous approvals of the items tested.
9. SURVEYS AND CONTROLS
Unless otherwise stated, the County will provide horizontal and vertical reference points necessary for the Contractor to proceed with the Work. The Contractor shall carefully preserve all reference points, and in the case of destruction thereof by the Contractor or due to the negligence of the Contractor or of any subcontractor, the Contractor shall be responsible for expense and damage resulting therefrom and shall be responsible for any mistakes or construction errors that may be caused by the loss or disturbance of such reference points. The Contractor shall be responsible for laying out the Work and shall retain a professional land surveyor licensed in the Commonwealth of Virginia to survey and provide all necessary construction layouts and to establish all control lines, grades, and elevations during construction.
10. AS-BUILT DRAWINGS
As-built drawings shall be the responsibility of the Contractor. The Contractor shall maintain and mark up one (1) set of prints of the applicable Contract drawings to portray as-built construction. The prints shall be neatly and clearly marked to show all variations

between the Work actually provided and that indicated on the Contract Drawings, and all utilities encountered in the Work. All drafting shall conform to good drafting practice and shall include such supplementary notes, legends and details as may be necessary for legibility and clear portrayal of the as-built construction. These drawings shall be submitted with every payment request. At the completion of the Project and prior to request for Final Payment, the Contractor shall turn over to the Project Officer a complete set of As-Built drawings.

C. COUNTY, PROJECT OFFICER, AND CONTRACTOR RELATIONS

1. STATUS OF PROJECT OFFICER

The Project Officer shall be the County's representative during the construction period. The Project Officer shall have authority to suspend the Work whenever such suspension may be necessary in the responsible opinion of the Project Officer. The Project Officer shall also have authority to reject all work and materials that do not conform to the Contract and to decide questions that arise in the execution of the Work.

2. PROJECT OFFICER'S DECISIONS

The Project Officer will, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

3. LIMITATION ON COUNTY'S RESPONSIBILITIES

Except as modified by the Contract Documents, the County shall not supervise, direct, or have control or authority over, nor be responsible for: the Contractor's means, methods, techniques, sequences or procedures of construction; the safety precautions and programs related to safety; or the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

4. DISPUTES

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, for extra work, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision prior to beginning the work on which the claim is based. Such claims must set forth in detail the amount of the claim, and shall state the facts surrounding it in sufficient detail to identify it together with its character and scope.
- b. In any case where the Contractor deems extra compensation is due him for work or materials clearly not covered in the Contract, or not ordered by the Project Officer as additional work not specifically included in the Contract Documents, the Contractor shall notify the Project Officer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given, or the Project Officer is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor hereby agrees to waive the claim for such extra compensation.

- c. Contractual disputes shall be processed in accordance with the procedures outlined in Sections 7-107, Contractual Disputes and 7-108, Legal Actions of the Arlington County Purchasing Resolution and the Dispute Resolution paragraph in the Agreement.
 - d. The Contractor shall not cause a delay in the work pending a decision of the Project Officer, County Manager, County Board, or court, except by prior written approval of the Project Officer.
5. INSPECTION OF WORK
The Engineer and representatives of any public authority having jurisdiction shall, at all times, have access to the Work while in progress. The Contractor shall provide suitable facilities for such access and for proper observation of the Work and shall conduct all special tests required by the specifications, the Engineer's instructions, and any laws, ordinances or the regulations of any public authority applicable to the Work. Nothing in this section shall abrogate or otherwise limit or relieve the Contractor's independent duty to inspect the Work.
6. INSPECTION OF MATERIALS
All articles, materials, and supplies purchased by the Contractor for the Work are subject to inspection by the Project Officer upon delivery to the site and during manufacturing or fabrication. The County reserves the right to return for full credit, at the risk and expense of the Contractor, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions. Nothing in this section shall abrogate or otherwise limit or relieve the Contractor's independent duty to inspect the materials.
7. EXAMINATION OF COMPLETED WORK
If the Engineer requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, then the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, then the uncovering, removing, restoration, and/or replacing shall be at the Contractor's expense.
8. RIGHT TO SUSPEND WORK
The County shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as the County may deem necessary or desirable. Any such suspension shall be in writing to the Contractor and the Contractor shall obey such order immediately and not resume the Work until so ordered in writing by the County. The Contractor may be entitled to an extension of the Contract Term or an increase in the Contract Amount subject to the terms of the Contract Documents. If the suspension of Work is caused by the County's belief that non-conforming work is being installed, and subsequent investigation proves that the Work was non-conforming, the Contractor shall not be awarded additional time or costs.

9. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall keep a competent superintendent and any necessary assistants on the Work at all times during its progress and such persons shall be satisfactory to the Engineer. The superintendent shall not be changed except on the Engineer's determination the superintendent is no longer satisfactory or except with the consent of the Engineer where the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employment. The superintendent shall represent the Contractor in the Contractor's absence and all directions given to him shall be as binding as if given to the Contractor. In general, instructions by the Engineer shall be confirmed in writing, and always upon written request from the Contractor.

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

10. LANDS BY COUNTY

The County shall provide the lands shown on the Drawings upon which the Work under the Contract is to be performed and to be used for rights of way and for access. In case all of the lands, rights-of-way or easements have not been obtained as herein contemplated before construction begins, the Contractor shall begin its work on such lands and rights-of-way as the County may have previously acquired.

11. LANDS BY CONTRACTOR

If the Contractor requires additional land for temporary construction facilities and for storage of materials and equipment other than the areas available on the site or right-of-way, or as otherwise furnished by the County, the Contractor shall provide such other lands and access thereto entirely at the Contractor's own expense and without liability to the County. The Contractor shall not enter upon private property for any purpose without written permission.

12. SEPARATE CONTRACTS

- a. The County reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable access to the Project, including the opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the work of other such contractors.
- b. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Project Officer any defects in such work that renders it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in other contractor's work after its execution.
- c. If the Contractor or any of the Contractor's subcontractors or employees cause loss or damage to any separate contractor on the Work, the Contractor agrees to

settle or make every effort to settle or compromise with such separate contractor. If such separate contractor sues the County on account of any loss so sustained, the County shall notify the Contractor, who shall indemnify and save the County harmless against any expense, claim or judgment arising therefrom, including reasonable attorney's fees.

- d. In case of a dispute arising between two or more contractors engaged in adjacent work as to the rights of each under the Contract Documents, the Project Officer shall determine the rights of each party.

13. SUBCONTRACTS

- a. The Contractor shall be as fully responsible to the County for the acts and omissions of the Contractor's subcontractors as the Contractor is for the acts and omissions of persons directly employed by him.
- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions of the Contract, Special provisions and other documents comprising the Contract insofar as such documents are applicable to the work of subcontractors.
- c. Nothing contained in the Contract shall be construed to create any contractual relation between any subcontractor and the County, nor shall it establish any obligation on the part of the County to pay, or see to the payment of any sums to any subcontractor.

14. ELIMINATED ITEMS

The Project Officer may, upon written notice to the Contractor, eliminate item(s) from the Contract. Payment will not be made for such item(s) so eliminated; except that the Contractor will be compensated for the actual cost of any work performed for the installation of such item(s) and the net cost of materials purchased before the item(s) was eliminated from the Contract, including freight and tax costs, as evidenced by invoice. If the County notifies the Contractor of such elimination at least fifteen (15) calendar days prior to scheduled installation of such item(s), then no additional compensation will be made for overhead or anticipated profit.

D. MATERIALS AND WORKMANSHIP

1. MATERIALS FURNISHED BY THE CONTRACTOR

Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be accomplished by persons qualified in the respective trades.

2. IBC REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all current International Building Code (IBC) requirements and the requirements of the

Virginia Uniform Statewide Building Code (USBC); and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or national code requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor under this Contract.

3. ADA COMPLIANCE

The Contractor shall ensure that all Work performed under this Agreement is completed in accordance with the Contract Documents, including Work intended to meet the accessibility requirements of the Americans with Disabilities Act (ADA), and any other applicable regulations and standards.

The Contractor is not required to ascertain whether the Contract Documents meet ADA design standards and guidelines, or other applicable regulations and standards. However, should the Contractor discover any non-conformity with such requirements, the Contractor shall immediately inform the County and its design consultant, if applicable, to allow for corrective action.

The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance in meeting its obligations herein. The Contractor shall be responsible for all costs related to permitting delays, redesign, corrective Work, and litigation relating to such non-compliance.

Neither the Arlington County Inspection Services Division, nor any County staff and/or their third party inspection services, are responsible for inspecting the Work to ensure it is completed in accordance with Contract Documents, the ADA, or other applicable requirements.

4. MANUFACTURER'S DIRECTIONS

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's directions as approved by the Engineer, unless herein specified to the contrary.

5. WARRANTY

All material provided to the County shall be fully guaranteed by the Contractor against manufacturing defects within the period of the manufacturer's standard warranty. The Contractor shall provide all manufacturer's warranties to the Project Officer by the date of Final Completion. Such defects shall be corrected by the Contractor at no expense to the County.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials, or inferior or faulty workmanship, or work not in accordance with the requirements of the Contract Documents for one (1) year from the date of Final Acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of Final Acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing. The Contractor shall

promptly correct any defective work or materials after receipt of a written notice from the County to do so. If the Contractor fails to proceed promptly or use its best efforts and due diligence to complete such compliance as quickly as possible, the County may have the materials or work corrected and the Contractor and its Sureties shall be liable for all expenses and costs incurred by the County.

Nothing in this section shall be construed to establish a period of limitations with respect to other obligations the Contractor may have under this Contract.

6. INSPECTION, ACCEPTANCE AND TITLE OF MATERIALS

Inspection and acceptance by the County will be at the work site in Arlington County, Virginia and within five (5) business days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored off-site by the Contractor. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until Final Acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

7. CONTRACTOR'S TITLE TO MATERIALS

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

8. TITLE TO MATERIALS AND WORK COVERED BY PARTIAL PAYMENTS

All material and work covered by partial payments made by the County will become the property solely of the County at the time the partial payment is made. However, risk of loss or damage to all items shall be the responsibility of the Contractor until Final Acceptance by the County. This provision will not be construed as relieving the Contractor from having sole responsibility for all materials and work upon which payments have been made and for the restoration of any damaged work or replacement or repair at the County's option of any damaged materials. This provision will not be construed as a waiver of the County's right to require fulfillment of all terms of the Agreement, including full rights under the terms of the Warranty provisions of the Agreement, nor shall payment indicate acceptance of the materials or work.

9. CUTTING, PATCHING, AND DIGGING

The Contractor shall do all cutting, fitting, or patching of the Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown upon or reasonably implied by the Drawings and Specifications for the completed project and shall make good after them as the Project Officer may direct. The Contractor shall not endanger any work by cutting,

digging, or otherwise, and shall not cut or alter the work of any other contract except with the consent of the Project Officer.

10. REJECTED WORK AND MATERIALS

- a. All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Project Officer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed and the work shall be re-executed by the Contractor at no cost to the County. The fact that the Project Officer may have previously overlooked such defective work shall not constitute acceptance of any part of it.
- b. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, when notified to do so by the Project Officer, the County may, by contract or otherwise, replace such material or correct such workmanship and charge the cost to the Contractor. This clause applies during the Contract Term and during any warranty or guarantee period.
- c. If the Project Officer and County deem it expedient not to require correction of work which has been damaged or not done in accordance with the Contract, an appropriate adjustment to the Contract Price may be made therefor.

11. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

12. HAZARDOUS MATERIALS

Arlington County is subject to the Hazard Communication Standard, 29 CFR §1910.1200 (Standard). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the work. Such MSDS shall be delivered to the County no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling meeting the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to

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

13. HAZARDOUS WASTE

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

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

Temporary Hazardous Waste Storage Prohibited: The Contractor shall not temporarily store hazardous waste unless pre-approved by the County. If so approved, hazardous waste stored off-site in a temporary facility shall be monitored and records shall be kept on the number of containers, size, and weight. The Contractor shall inform the County when the hazardous waste is to be transported to the final disposal site. The County has the right to inspect the temporary site at any time. The Contractor shall submit copies of all relevant manifests, Waste Shipment Record(s), and landfill receipts to the County Project Officer prior to the request for final payment. All paperwork shall be signed by the Contractor and disposal site operator as required.

14. ASBESTOS

Whenever and wherever during the course of performing any work under this Contract the Contractor discovers the presence of asbestos or suspects that asbestos is present, the Contractor shall stop work immediately, secure the area, notify the County Project Officer immediately and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. Work will not proceed without an Asbestos-Related Work Authorization executed by the County Asbestos Program Manager.

15. PROHIBITION AGAINST ASBESTOS CONTAINING MATERIALS

No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract.

The Contractor also shall reimburse to the County all costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such expenses against any sums owed by the Contractor to the County under this Contract.

E. LEGAL RESPONSIBILITY AND PUBLIC SAFETY

1. MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operations in a manner that will ensure that all modes of traffic will be uninterrupted except as approved by the County. At the close of each work day, the area of work shall be confined to the smallest area possible, but in no event larger than the area designated in the Construction Documents, so that the maximum use of the street and sidewalk will be restored and the hazard to traffic reduced to the minimum. No excavation shall remain open within the roadway or sidewalk 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 do remain open, the area shall be barricaded and warning signs shall be posted. Approved safety barriers may be required.

At all times the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." 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, equipped with VDOT required "STOP\SLOW" double sided traffic control paddles, 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. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify Arlington County, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract. All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the County for Maintenance of Traffic, unless otherwise specified.

2. SAFETY AND ACCIDENT PREVENTION

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

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

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

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

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all injury to persons and damage to property either on or off the site, which occur as a result of the Contractor's prosecution of the Work.

The Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor is directed to the "Rules and Regulations Governing Construction, Demolition and All Excavation" and adopted by the Safety Codes Commission of Virginia, 1966, or latest edition, covering requirements for shoring, bracing, and sheet piling of trench excavations.

3. OVERHEAD HIGH VOLTAGE LINES SAFETY ACT

If any work required herein will be performed within ten (10) feet of an overhead high voltage line, the provisions of Virginia Statute 59.1-406, et. seq., "Overhead High Voltage Line Safety Act" (Act) shall apply. The "person or contractor responsible for the work to be done", as that term is used in the Act, will be interpreted to mean the Contractor. The Contractor shall notify the owner or operator of the high voltage line in the manner prescribed in Section 59.1-411 of the Act in sufficient time prior to the time work is to be commenced to avoid any delays in the work. The County will not pay for lost time, profits, or permit any extension of the work for any delays caused by the failure of the Contractor to make such arrangements in a timely manner. All costs for the work shall be paid by the Contractor. The County shall reimburse the Contractor for the actual reasonable cost paid to the owner or operator of the high voltage line by the Contractor on presentation to the County by the Contractor of original invoices from the owner or

operator of the high voltage line in the same manner as for other Contractor invoices submitted for work performed. Retention, if applicable to the Contract shall not be withheld from the payment to the Contractor by the County. No processing, administrative, or other charges above the actual amount charged by the owner or operator of the high voltage line shall be paid to the Contractor by the County.

4. SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of the Contractor's employees and those of its subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and where additional accommodations are necessary to maintain a reasonably sanitary environment, then such additional accommodations shall be made as determined by the Project Officer.

5. DAMAGES CAUSED BY WORK

Any damage resulting from work performed under this Contract shall be repaired to the County's satisfaction at the Contractor's expense.

F. PROGRESS AND COMPLETION OF THE WORK

1. NOTICE TO PROCEED

Within thirty (30) calendar days of the Award Date, the Contractor shall be given written Notice to Proceed with the Work. Such Notice to Proceed shall state the date on which the Work is to be commenced, and every calendar day thereafter shall be counted in computing the actual Time for Completion.

2. TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between the Contractor and the County that the Commencement Date, the rate of progress, and the Time for Completion of the Work to be done hereunder are essential conditions of the Contract. The Contractor agrees that the Work shall be started promptly upon the Commencement Date and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with good workmanship.

3. SCHEDULE OF COMPLETION

Unless otherwise specified, the Contractor shall within 10 business days after the Award Date, or prior to the pre-construction meeting, whichever occurs first, submit schedules which show the order in which the Contractor proposes to carry on the Work, with dates for starting and completing the various activities of the Work. The Project Officer will review the schedule to verify compliance with the Contract requirements, and when accepted, such schedules shall govern the Work. The Contractor shall submit an updated schedule monthly with the request for partial payment. Review and acceptance by the County of the Contractor's schedule of completion shall in no way relieve the Contractor of its responsibility to complete the Work within the contract time.

4. USE OF COMPLETED PORTIONS

The County shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired; but taking such possession and use shall not be deemed an acceptance of any work not done in accordance with the Contract Documents. If the Contractor claims that such prior use increases the cost or delays, the completion of remaining work, or causes refinishing of completed work, the Contractor may submit a claim for compensation or extension of time or both.

G. MEASUREMENT AND PAYMENT

1. PAYMENTS TO CONTRACTOR

The County will make partial payments to the Contractor monthly on the basis of the Contractor's written estimate of the work performed during the preceding calendar month as approved by the Project Officer.

The Contractor's application for payment will not be reviewed or processed unless an updated schedule is attached. The pay application shall also contain a certification by the Contractor that due and payable amounts have been paid by the Contractor, including payments to subcontractors, for work which previous payment was received by the Contractor from the County.

The Contractor's application for payment shall indicate the amount of work completed to date in a format consistent with the accepted bid and as indicated below:

- a. Lump Sum: If required by this Contract, the Contractor shall provide to the Project Officer a Schedule of Values for each Lump Sum item in the Contract, and the application for payment will reflect the schedule of values and the amount of work completed in those units.

Otherwise, the application for payment shall reflect the percentage of work completed for each lump sum item.

- b. Unit Price: The schedule of unit prices in the accepted bid shall be used as the basis for preparing the estimates, and each partial payment shall represent the total value of all units of work completed, computed at the unit prices stated in the Contract, less the aggregate of previous payments.

In addition to the amount of work completed to date, the application for payment shall indicate the aggregate of all previous payments for each line item, the retainage previously withheld, and the total payment requested this period.

2. PAYMENT FOR MATERIALS ON SITE

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the Project and secured at the project site. Such payments will only be made for materials scheduled for incorporation into the work within sixty (60) days.

3. STIPULATED PRICE ITEMS

Work on Stipulated Price Items shall be carried out only upon written order by the Project Officer. The payment for a Stipulated Price Item shall be made by the County to the Contractor at the related Unit Price specified in the 'Stipulated Price Items' section of the Bid Form on the same basis as the payment for any other regular Bid Item.

4. PAYMENTS WITHHELD

The Project Officer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to the extent necessary to protect the County from loss on account of defective work not remedied. Any such withholding shall not result in any liability to the Contractor for damages.

5. CHANGES IN WORK

The County, without invalidating the Contract, may order extra work or make changes by addition, deletion or revision in the Work, with the Contract Sum being adjusted accordingly if applicable. All such work shall be executed under the conditions of the original Contract, except that any claim for modification of the Contract Term caused thereby may be adjusted at the time of ordering such change.

The Project Officer shall have authority to make minor changes in the Work by verbal order when such changes do not involve extra cost and are not inconsistent with the purpose of the Project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the County signed by the Project Officer and no claim for an addition to the Contract Sum shall be valid unless so ordered.

a. Unit Price Items: The County expressly reserves the right, except as may be otherwise specifically limited, to increase or decrease quantities of work for which the Contractor provided a unit price in the bid form as the County deems necessary or desirable to complete the Work covered in this Contract. Increases in such quantities shall be performed by the Contractor at the cost provided in the bid form.

b. Other Work: Any change in work which is not covered by Unit Prices in the bid form shall be determined in one or more of the following ways: (a) by estimate and acceptance by the County in a lump sum; (b) by cost and fixed fee; or (c) by any other method permitted under the Arlington County Purchasing Resolution.

c. If none of the aforementioned methods is agreed upon the Contractor shall proceed with the work provided the Contractor receives an order as above per the conditions outlined under Force Account Work below.

6. FORCE ACCOUNT WORK

A Force Account may be used at the County's discretion and only when the County cannot firmly establish an applicable and acceptable estimate for the cost of the work because the level of effort necessary to perform and complete the work cannot be reasonably estimated or anticipated but can only be determined by performing the work.

Because of the significant burden on the County to monitor and control the work, Force Account work is not a preferred method, and it shall be the responsibility of the Contractor to provide all necessary documentation and justification of costs. The rates for labor, equipment and materials to be used in cases of work performed on a force account basis will be compensated as documented below. No costs other than those explicitly listed below shall be allowed:

- a. Labor: Before any Force Account work begins, the Contractor shall submit for approval to the Project Officer the proposed hourly rates and associated labor costs (benefits and payroll burden) for all laborers and forepersons to be engaged in the work. The number of laborers and forepersons engaged in the work will be subject to regulation by the Project Officer and shall not exceed the number that the Project officer deems most practical and economical for the work. For all labor and forepersons in direct charge of the force account work, excluding general superintendence, compensation will be as follows:
 - 1) Certified Pay Rate: The Contractor will receive the actual rate of wage or scale as set forth in his most recent payroll for each classification of laborers, and forepersons who are in direct charge of the specific operation. The time allowed for payment will be the number of hours such workers are actually engaged in the work. If overtime work is authorized by the County, payment will be at the normal overtime rate set forth in the Contractor's most recent payroll.
 - 2) Benefits: The Contractor will be entitled to receive the actual cost for any fringe benefits that are regularly provided to the classes of laborers and forepersons engaged in the work and that are not included in the certified pay rate.
 - 3) Payroll Burden: The Contractor will be entitled to receive the actual cost for all costs associated with required payroll taxes and payroll benefits not covered in (ii) above, including:
 - Social Security Tax
 - Medicare Tax
 - Unemployment Tax
 - Worker's Compensation Insurance
 - Contractor's Public Liability Insurance
 - Contractor's Property Damage Liability Insurance
 - 4) If the Contractor is unable to provide the necessary documentation for Benefits and Payroll Burden as identified above, the Contractor will be entitled to an additive of 20% of the Certified Hourly Pay Rate as full and final compensation for Benefits and Payroll Burdens
 - 5) Overhead and Profit: The Contractor will be entitled to an additive of 10% on all properly documented and approved costs established in paragraphs i, ii,

iii, and iv for all administrative, overhead, and profit associated with labor costs.

6) Subsistence and lodging allowances may be allowed by the Project Officer at the actual and documented costs for lodging and meals if the following conditions are met and the applicable rates and authorization for such costs are established prior to beginning the work. No additives for overhead, administrative, profit, or any other costs will be permitted for subsistence and lodging.

- i. The specific Force Account work is outside the scope of the original contract, requires mobilization of a separate crew not intended to be used on the original contract, and the Contractor's base location is more than 50 miles from the work site, or
- ii. Forces which have been working on the Contract will be used for the Force Account work and have been routinely staying overnight during the life of the project, and the Force Account Work will warrant an extension of the contract time, and the distance from the Contractor's base location to the work site is more than 50 miles

b. **Materials:** The Contractor will receive the actual cost of materials accepted by the Engineer that are delivered and used for the work including taxes, transportation, and handling charges paid by the Contractor, not including labor and equipment rentals as herein set forth, to which 15 percent (15%) of the cost will be added for administration and profit. The Contractor shall make every reasonable effort to take advantage of trade discounts offered by material suppliers. Any discount received shall pass through to the County. Salvageable temporary construction materials will be retained by the County, or their appropriate salvage value shall be credited to the County, at the County's discretion.

c. **Equipment:** For all equipment other than small tools, the Contractor will be entitled to rental rates as established herein, and agreed to in writing before the work is begun. Transportation costs directly attributable to Force Account work will be as stated below. Small tools will be considered any equipment which has a new cost of \$1000 or less, and will not be eligible for any compensation. The Contractor shall provide the Project Officer a list of all equipment to be used in the work. For each piece of equipment, the list shall include the serial number; date of manufacture; location from which equipment will be transported; and, for rental equipment, the rental rate and name of the company from which it is rented. The number and types of equipment engaged in the work will be subject to regulation by the Project Officer as deemed to be the most practical and economical for the work. No compensation will be allowed for equipment which is inoperable due to mechanical failure. Compensation for equipment shall be as follows:

- 1) Hourly Base Equipment Rental Rates (Owned Equipment) – For equipment authorized for use in the Force Account work that is owned by the Contractor, the Contractor shall be entitled to an Hourly Base Rental Rate as detailed in the following paragraphs. The Hourly Base Rental Rate for Contractor owned equipment will not exceed 1/176 of the monthly rates of the schedule shown in the *Rental Rate Blue Book* modified in accordance with the *Rental Rate Blue Book* rate adjustment tables that are current at the time the force account is authorized. The rates for equipment not listed in the *Rental Rate Blue Book* schedule shall not exceed the hourly rate being paid for such equipment by the Contractor at the time of the force account authorization. In the absence of such rates, prevailing rates being paid in the area where the authorized work is to be performed shall be used.
- 2) Hourly Base Equipment Rental Rates (Rented Equipment) – If the Contractor does not possess or have readily available equipment necessary for performing the force account work and such equipment is rented from a source other than a company that is an affiliate of the Contractor, payment will be based on actual invoice rates when the rates are reasonably in line with established rental rates for the equipment in question and are approved by the Project Officer.
- 3) Hourly Operating Rates – Hourly Operating Rates shall be as established in the Blue Book estimated operating cost per hour. This operating cost will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and any and all incidentals. If rental rates for the equipment being used in the work are not listed in the Blue Book or otherwise readily available, the Hourly Operating Cost will be 15% of the established Hourly Base Rental Rate. If invoices for Rental Equipment include the furnishing of fuel, lubricants, repair, and servicing, then the Contractor will not be entitled to any Hourly Operating costs for that equipment.
- 4) Equipment Usage - Equipment usage will be measured by time in hours of actual time engaged in the performance of the work. The Contractor shall be entitled to the applicable Hourly Base Equipment Rental Rate and Hourly Operating Rate for all approved Equipment Usage.
- 5) Equipment Standby – Standby time is defined as the period of time equipment authorized for Force Account work by the Project Officer is available on-site for the work but is idle for reasons not the fault of the Contractor or normally associated with the efficient and necessary use of that equipment in the overall operation of the work at hand. Hourly rates for Contractor owned equipment on standby, will be at 50 percent (50%) of the rate paid for equipment performing work. Operating costs will not be allowed for equipment on Standby. When equipment is performing work less than 40 hours for any given week and is on standby, payment for standby time will be allowed for up to 40 hours, minus hours

performing work. Payment for Standby will be allowed only for working days. Payment for Standby will not be made for the time that equipment is on the project in excess of 24 hours prior to its actual performance in the force account work.

- 6) **Transporting Costs** – When it is necessary to obtain equipment exclusively for Force Account work from sources beyond the project limits and the Project Officer authorizes the transporting of such equipment to the Project site, the cost of transporting the equipment will be allowed as an expense. Where the transport requires the use for a hauling unit, the allowable expense will consist only of the actual cost incurred for the use of the hauling equipment, or the applicable Blue Book cost, whichever is less. When equipment is transferred under its own power, the allowable Transporting cost shall be 50% of the Hourly Base Equipment Rental Rate.
- 7) **Overhead and Profit** – The Contractor shall be entitled to an additive of 10% on all appropriate and approved Equipment Rental, Operating, and Transporting costs as defined above.
- d. **Subcontracting:** The Contractor shall receive the cost of work performed by a subcontractor as determined in (a), (b), and (c) above. In addition, the Contractor will be allowed an allowance per the schedule below for administrative costs and profit.

Total Cost of Subcontract Work: Rate Schedule

\$0 - \$10,000	10%
> \$10,000	\$1,000 + 5 % above \$10,000

- e. **Other Costs:** The Contractor shall not be entitled to any costs associated with Force Account Work other than those specifically identified in this section.
- f. **Statements:** Payments will not be made for work performed on a force account basis until the Contractor has furnished the Project Officer duplicate itemized statements of all costs of such work detailed as follows:
 - 1) Payroll indicating name, classification, date, daily hours, total hours, rate, and extension of each laborer, foreperson
 - 2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of equipment
 - 3) Quantities of materials, prices, and extensions
 - 4) Transportation of materials
 - 5) Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not specifically purchased for such work but are taken from the Contractor’s stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock; that the quantity claimed was actually used; and

that the price, transportation, and handling claimed represented his actual cost.

7. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by the Project Officer, by drawings or otherwise, will incur the Contractor extra cost under this Contract, then, except in emergencies endangering life or property, the Contractor shall give written notice thereof before proceeding to execute the work. Said notice shall be given promptly enough to avoid delaying the work and in no instance later than ten (10) calendar days after the receipt of such instruction. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. No such claim shall be valid unless so made. If the Project Officer agrees that such instructions involve extra cost to the Contractor, any additional compensation will be determined by one of the methods provided in "Changes in Work" above. The Contractor may not present as Extra Cost any claims which relate to any erroneous, contradictory or incomplete or infeasible requirements or directions in the Contract Documents that Contractor discovered during the bidding process but failed to report to the County, unless such erroneous, contradictory or incomplete or infeasible requirements or directions could only be ascertained upon commencement of the Work.

8. EXTENSIONS OF CONTRACT TERM AND CLAIMS FOR DAMAGES – CONDITIONS OTHER THAN WEATHER

The Contractor's relief for any claim for delay, other than Force Majeure, and which is caused by entities or conditions fully outside the control of the Contractor, subcontractors, Suppliers, and any other persons or firms associated in any way with the Contractor, shall be an extension of the Contract Term and/or the Contractor's direct costs which result from the delay.

If the Contractor is entitled to compensation for delay as described above and where there is no change in the Work, the Contractor will be entitled to actual costs incurred as provided in "Force Account Work" above.

No extension of the Contract Term will be granted for any delay unless the Contractor demonstrates the claimed delay directly impacts the critical path of the Work, and any float has been consumed.

The Contractor shall not be entitled to any Contract adjustments (Term or Cost) unless the Contractor notifies the County of the delay and the cause of such delay in writing within two (2) business days of the onset of the delay. The Contractor's complete submittal for a time extension and any claimed damages shall be submitted no later than thirty (30) calendar days after cessation of the delay or within such longer period as the County may agree in writing to allow. The Contractor's full submittal to the County shall specify the nature of the delay claimed by the Contractor, the cause of the delay, the impact of the delay on the Contractor's Work schedule, and all supporting documentation.

The Contractor's sole relief on any claims for delay which is caused by Force Majeure shall be an extension of the Contract Term provided the Contractor gave the Project Officer timely written notice at the inception of such delay.

If the Contractor submits a claim for damages pursuant to this Section, the Contractor shall be liable to the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating and litigating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim that is determined through litigation to be false or to have no basis in law or fact. (Virginia Code §2.2-4335).

9. EXTENSIONS OF CONTRACT TERM – WEATHER DELAYS

The Contract Term will not be extended due to inclement weather conditions which are normal, as defined below, for Arlington County. The Contract Term includes an allowance for workdays (based on five (5) day workweek) which according to historical data may not be suitable for construction work. The Contractor may request extension to the Contract Term if it can demonstrate unusual and disruptive weather conditions per the requirements below:

- a. That one or more of the Weather Conditions listed below was encountered; and,
- b. The occurrence of the Weather Condition(s) resulted in an inability to prosecute work which would have otherwise been performed on the day(s) the Weather Condition(s) occurred; and,
- c. The work which was not able to be completed was on the Critical Path and could not be completed *only* due to the Weather Condition(s) claimed.

The Contractor must provide notice of delay to the Project Officer no later than five (5) calendar days after the onset of the delay which satisfies the criteria listed above. A fully documented claim for a time extension under this section shall be submitted no later than thirty (30) calendar days after the cessation of the delay. It shall be the Contractor's responsibility solely to provide the necessary documentation to satisfy the Project Officer that the Weather Condition(s) claimed were encountered.

The Project Officer will determine the Contractor's entitlement to an extension of the Contract Term. A time extension of no more than one (1) day will be granted for one (1) day of lost work which satisfies the requirements above, regardless of the number of Weather Conditions encountered. The Contractor's sole relief shall be an extension of the Contract Term and no claim for an increase in Contract Amount will be allowed.

The Weather Conditions listed below will be the only basis for consideration by the County, based upon the requirements listed above, as an extension of the Contract Term due to inclement weather or weather-related site conditions.

Weather Condition #1: Unusually Heavy Precipitation - Figure 1 illustrates the anticipated monthly inclement weather due to precipitation (Rain Days). If the number of days with precipitation in excess of 0.10", as recorded at Washington Reagan National Airport, exceeds the anticipated Rain Days, the Contractor will be entitled to an extension of one (1) day on the Contract Term for every day in excess of the Rain Days illustrated in Figure

1. The anticipated value of Rain Days for partial months at the beginning and end of the Contract shall be evaluated on a pro-rated basis.

FIGURE 1

Avg days with precipitation of 0.1" or more

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	6	7	6	8	6	7	6	6	5	6	6

Condition #2: Temperature – The Contractor may be entitled to an additional day for every day that the recorded high temperature at Washington Reagan National Airport is 32 degrees Fahrenheit or less, that has not already been claimed under Weather Condition #1 above.

10. RELEASE OF LIENS

The County, before making any payment including Final Payment, shall require the Contractor to furnish a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remains unsatisfied after all payments have been made, the Contractor shall refund to the County all money that the latter may be compelled to pay in discharging such lien. However, the County may make payments in part or in full to the Contractor without requiring the releases or receipts, and the payments so made shall not impair the obligations of any Surety or Sureties on any bond or bonds furnished under this Contract.

11. FINAL PAYMENT

After the Contractor has completed all work and corrections to the satisfaction of the Project Officer and delivered all maintenance and operating instructions, schedules, quantities, bonds, certificates of inspection maintenance record documents, and other items required as final payment submittal documents, the Contractor may make application for final payment following the procedure for progress payments. The Final Application for Payment shall be accompanied by all documents required in the Contract, including a complete and signed copy of the Final Payment Release Form as follows:

RELEASE AND REQUEST FOR FINAL PAYMENT

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

FINAL PAYMENT AMOUNT: _____

The Contractor hereby requests final payment in the amount indicated on the above referenced Contract. The Contractor agrees that its acceptance of final payment releases and forever discharges Arlington County and its officers, employees, servants and agents

from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract.

The Contractor certifies that all of the debts for labor, materials, and equipment incurred in connection with the above referenced Contract have been fully paid.

AUTHORIZED SIGNATURE_DATE: _____

VI. INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See the Insurance Checklist (part of the Bid or Proposal Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:
- "The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."
- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract Term or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."

- 1.12 All policy forms must “Pay on behalf of” rather than “Indemnify” the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor’s insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor’s insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor’s most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders’ with a rating of “A-VII” in the latest edition of the A.M. Best Co.’s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

2. Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

- 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
- i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
 - v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
 - vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
 - vii. Explosion, Collapse, or Underground (XCU) hazards.
- 2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.
- 2.1.5 Contractors Pollution Liability (CPL) Policy
- i. Minimum liability limits required shall be \$1,000,000 Per Loss and \$2,000,000 Total All Losses, including, but not limited to, property damage, bodily injury, loss of use, and clean up costs.
 - ii. Limits must be dedicated to work performed under this Contract only, unless prior approval by the Arlington County Risk Manager has been obtained. The policy of insurance shall contain or be endorsed to include the following:
 - a. Pollution coverage as respects asbestos, lead, and PCB's.

- b. "Covered Operations" designated by the CPL policy must specifically include all work performed under this contract. (This would include and not be limited to excavation, off-site incineration of soils, demolition, asbestos abatement, drum removal and disposal, in-situ vapor extraction, etc.) and exclusions or limitations affecting work performed under this contract must be deleted. (i.e., lead, asbestos, pollution, testing, underground storage tanks, radioactive matter, etc.)
- c. Contractor must comply with all applicable DOT and EPA requirements.
- d. Premises/Operations.
- e. Broad form property damage.
- f. Products/Completed Operations coverage for a minimum of five (5) years after Final Payment.
- g. Contractual liability coverage in accordance with ISO policy form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- h. Cross liability/severability of interest.
- i. The scope of work and all related activities under this Contract shall be scheduled as "Covered Operations" under this policy.
- j. Coverage is included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the CPL policy must use "By or On behalf of" language with regards to coverage.
- k. Loading and unloading exclusions must be amended so as to include coverage for mobile equipment and automobiles.

3. Commercial General or other Liability Insurance - Claims-made Basis:

- 3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:
 - i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall

evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or

- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.

VII. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO.17-010-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 2:00 P.M., ON OCTOBER 18, 2016

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

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, IS THE ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY'S WEBSITE ([HTTP://BUDGET.ARLINGTONVA.US/PURCHASING](http://BUDGET.ARLINGTONVA.US/PURCHASING)).

EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

The undersigned certifies that (Bidder Name) _____ is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number _____ for a Class ____ License was issued on the _____ day of _____, 20____. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid. The Contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices: (All prices include provision and installation).

The undersigned acknowledges receipt of the following Addendums:

ADDENDUM A DATE: _____ INITIAL: _____

ADDENDUM B DATE: _____ INITIAL: _____

ADDENDUM C DATE: _____ INITIAL: _____

FOR PROVISION OF ALL LABOR, EQUIPMENT AND MATERIAL FOR SCHEDULED AND/OR EMERGENCY INSTALLATION, REPAIR AND/OR REPLACEMENT OF WATER MAINS AND ASSOCIATED APPUTENANCES; AND RESTORATION OF EACH PROJECT SITE IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION

LIQUIDATED DAMAGES: \$880.00PER DAY

I. WATER MAIN WORK (INCLUDING ALL MATERIALS)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	16-INCH WATER MAIN, DIP CL-52	LF	800	\$	\$
2.	12-INCH WATER MAIN, DIP CL-52	LF	3,000	\$	\$
3.	8-INCH WATER MAIN, DIP CL-52	LF	10,000	\$	\$
4.	6-INCH WATER MAIN, DIP CL-53	LF	1,000	\$	\$
5.	4-INCH WATER MAIN, DIP CL-53	LF	300	\$	\$
6.	16-INCH GATE VALVE & VALVE BOX	EA	2	\$	\$
7.	16-INCH BUTTERFLY VALVE & VALVE BOX	EA	3	\$	\$
8.	14-INCH GATE VALVE & VALVE BOX	EA	1	\$	\$
9.	12-INCH GATE VALVE & VALVE BOX	EA	12	\$	\$
10.	8-INCH GATE VALVE & VALVE BOX	EA	70	\$	\$
11.	6-INCH GATE VALVE & VALVE BOX	EA	50	\$	\$
12.	4-INCH GATE VALVE & VALVE BOX	EA	2	\$	\$
13.	CONNECT TO EXISTING 10-INCH to 16-INCH WATER MAIN	EA	12	\$	\$
14.	CONNECT TO EXISTING 4-INCH to 8-INCH WATER MAIN	EA	50	\$	\$
15.	2-INCH AIR RELEASE OR VACUUM VALVE IN CONCRETE MANHOLE FOR ALL DIAMETERS OF WATER MAINS	EA	2	\$	\$
16.	REMOVE & REPLACE 16-INCH WATER MAIN	LF	100	\$	\$
17.	REMOVE & REPLACE 12-INCH WATER MAIN	LF	600	\$	\$
18.	REMOVE & REPLACE 8-INCH WATERMAIN	LF	400	\$	\$
19.	REMOVE & REPLACE 6-INCH WATER MAIN	LF	100	\$	\$
20.	REMOVE & REPLACE 4-INCH WATER MAIN	LF	100	\$	\$

BIDDER NAME: _____

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
21.	2-INCH BLOWOFF VALVE ASSEMBLY & BOX	EA	3	\$	\$
22.	ABANDON/REMOVE EXISTING FIRE HYDRANT	EA	30	\$	\$
23.	REMOVE AND RESET EXISTING FIRE HYDRANT	EA	5	\$	\$
24.	INSTALL NEW FIRE HYDRANT	EA	50	\$	\$
25.	FIRE HYDRANT VERTICAL EXTENSION	VF	20	\$	\$
26.	CUT & CAP 10-INCH - 16-INCH WATER MAIN	EA	12	\$	\$
27.	CUT & CAP 4-INCH - 8-INCH WATER MAIN	EA	50	\$	\$
28.	REMOVE EXISTING VALVE BOXES	EA	100	\$	\$
29.	2" TEMPORARY BLOW-OFF	EA	25	\$	\$
30.	4-INCH TEAM INSERTION VALVE AND BOX	EA	1	\$	\$
31.	6-INCH TEAM INSERTION VALVE AND BOX	EA	5	\$	\$
32.	8-INCH TEAM INSERTION VALVE AND BOX	EA	10	\$	\$
33.	12-INCH TEAM INSERTION VALVE AND BOX	EA	10	\$	\$
34.	16-INCH EZ VALVE INSERTION VALVE AND BOX	EA	2	\$	\$
WET TAPS ON IRON PIPE					
35.	20" x 16" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
36.	20" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
37.	20" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
38.	16" x 16" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
39.	16" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
40.	16" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	1	\$	\$
41.	12" x 12" TAP/SLEEVE, VALVE & VALVE BOX	EA	5	\$	\$
42.	12" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	8	\$	\$
43.	12" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	3	\$	\$
44.	8" x 8" TAP/SLEEVE, VALVE & VALVE BOX	EA	15	\$	\$
45.	8" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	5	\$	\$
46.	6" x 6" TAP/SLEEVE, VALVE & VALVE BOX	EA	10	\$	\$

BIDDER NAME: _____

47.	ABANDON EXISTING CORPORATION STOP (TO BE PERFORMED AS DIRECTED BY THE COUNTY PROJECT OFFICER)	EA	15	\$	\$
TOTAL Section I					\$

II WATER SERVICES

A. DIRECT LABOR RATES ONLY (PRICES FOR ¾ INCH AND 1 INCH WATER SERVICES, METERS ARE SUPPLIED BY THE COUNTY)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	SERVICE TAPS (TAP MAIN, INSTALL COPPER TUBING, INSTALL ANGLE VALVES, CORPORATION COCK, METER BOX AND METER YOKE/METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	150	\$	\$
2.	SERVICE TAPS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	3000	\$	\$
3.	SERVICE RE-TAPS (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)-UP TO 10 FT.	EA	250	\$	\$
4.	SERVICE RE-TAPS PER ADDITIONAL LINEAR FT. OVER 10 FT.	LF	300	\$	\$
5.	WATER METER RELOCATIONS.(INSTALL COPPER TUBING, CONNECT TO EXISTING COUNTY AND PRIVATE SERVICE LINES, PROVIDE NEW ANGLE VALVES, RELOCATE METER HOUSING AND METER YOKE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$	\$
6.	SERVICE RELOCATIONS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	20	\$	\$
TOTAL Section II.A					\$

BIDDER NAME: _____

B. DIRECT LABOR RATES ONLY (PRICES FOR 1 1/2 INCH AND 2 INCH WATER SERVICES, METERS ARE SUPPLIED BY THE COUNTY)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	SERVICE TAPS (TAP MAIN, INSTALL COPPER TUBING, INSTALL GATE VALVES, CORPORATION COCK, METER BOX AND METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	15	\$	\$
2.	SERVICE TAPS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	400	\$	\$
3.	SERVICE RE-TAPS (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	15	\$	\$
4.	SERVICE RE-TAPS PER ADDITIONAL LINEAR FT. OVER 10 FT.	LF	50	\$	\$
5.	WATER METER RELOCATIONS. (INSTALL COPPER TUBING, CONNECT TO EXISTING COUNTY AND PRIVATE SERVICE LINES, PROVIDE NEW GATE VALVES, RELOCATE METER HOUSING AND METER, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$	\$
6.	SERVICE RELOCATIONS PER ADDITIONAL LINEAR FOOT OVER 10 FT.	LF	20	\$	\$
TOTAL Section II.B				\$	

III. RELATED WORK, INCLUDING ALL MATERIALS

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	PAVEMENT RESTORATION PER SPECS. DRAWING No. M-6.0 (PRICE INCLUDES 2-INCH SM-2A BITUMINOUS CONCRETE SURFACE, 5-INCH (MIN) BM-2 BITUMINOUS CONCRETE BASE, 6" 21-A AGGREGATE BASE AND 12" SAW CUT BENCH ON EACH SIDE OF TRENCH)	SY	5,500	\$	\$
2.	PAVEMENT RESTORATION, 8" BASE ASPHALT FLUSH WITH STREET (PRICE INCLUDES 8-INCH (MIN) BM-2 BITUMINOUS CONCRETE BASE, 6" 21-A AGGREGATE BASE AND 12" SAW CUT BENCH ON EACH SIDE OF TRENCH)	SY	4,000	\$	\$
3.	PAVEMENT RESTORATION, 2" TEMPORARY HOT MIX FLUSH WITH STREET (ONLY TO BE PAID AS A SEPARATE ITEM WHEN DIRECTED BY THE PROJECT OFFICER)	SY	500	\$	\$

BIDDER NAME: _____

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
4.	REMOVE & REPLACE 4" CONCRETE SIDEWALK	SY	500	\$	\$
5.	REMOVE & REPLACE PAVERS SIDEWALK	SY	100	\$	\$
6.	REMOVE & REPLACE CONCRETE CURB & GUTTER	LF	500	\$	\$
7.	REMOVE & REPLACE CONCRETE HEADER CURB	LF	75	\$	\$
8.	ROCK EXCAVATION	CY	25	\$	\$
9.	CONCRETE PIER, CRADLE OR ENCASEMENT	CY	25	\$	\$
10.	SHEETING & BRACING WHEN LEFT IN PLACE	MFBM	1	\$	\$
11.	VDOT #57 STONE	TON	300	\$	\$
12.	AGGREGATE, VDOT #21A FOR DRIVEWAY, SHOULDER, TRAILS AS DIRECTED BY PROJECT ENGINEER	TON	500	\$	\$
13.	SELECT BORROW	CY	500	\$	\$
14.	OVER EXCAVATION	CY	300	\$	\$
15.	TOPSOIL, SEED, FERTILIZER WITH EROSION BLANKET	SY	500	\$	\$
16.	STRAW BALES	LF	50	\$	\$
17.	SILT FENCE	LF	500	\$	\$
18.	SANITARY SEWER HOUSE LATERALS	LF	100	\$	\$
19.	INLET PROTECTION	EA	20	\$	\$
20.	SOD	SY	300	\$	\$
21.	REMOVE 8" to 10" REINFORCED CONCRETE PAVING	SY	100	\$	\$
22.	REMOVE & REPLACE 8" to 10" REINFORCED CONCRETE PAVING	SY	50	\$	\$
23.	COLD MIX ASPHALT (USE WHEN HOT MIX NOT AVAILABLE)	TON	100	\$	\$
24.	TEST PIT	EA	30	\$	\$
25.	REMOVE & REPLACE 6" CONCRETE DRIVEWAY ENTRANCE	SY	20	\$	\$
26.	REMOVE & REPLACE 9" CONCRETE DRIVEWAY ENTRANCE	SY	20	\$	\$
TOTAL Section III				\$	

BIDDER NAME: _____

IV. RESTRICTED WORK HOUR AND PROJECTS (UNDER 50 LINEAR FEET)

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	16-INCH WATER MAIN, DIP CL-52	LF	100	\$	\$
2.	12-INCH WATER MAIN, DIP CL-52	LF	100	\$	\$
3.	8-INCH WATER MAIN, DIP CL-52	LF	200	\$	\$
4.	6-INCH WATER MAIN, DIP CL-53	LF	200	\$	\$
5.	4-INCH WATER MAIN, DIP CL-53	LF	50	\$	\$
6.	REMOVE & REPLACE 16-INCH WATER MAIN	LF	100	\$	\$
7.	REMOVE & REPLACE 12-INCH WATER MAIN	LF	100	\$	\$
8.	REMOVE & REPLACE 8-INCH WATERMAIN	LF	100	\$	\$
9.	REMOVE & REPLACE 6-INCH WATER MAIN	LF	100	\$	\$
10.	REMOVE & REPLACE 4-INCH WATER MAIN	LF	50	\$	\$
11.	12-INCH X 8-INCH TAP/SLEEVE, VALVE AND VALVE BOX	EA	2	\$	\$
12.	CUT AND CAP 4-INCH - 8-INCH WATER MAIN	EA	4	\$	\$
13.	SERVICE TAPS (3/4-INCH - 1-INCH) (TAP MAIN, INSTALL COPPER TUBING, CONNECT TO EXISTING SERVICE LINE, ABANDON CORPORATION COCK FROM EXISTING SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT.	EA	10	\$	\$
14.	CONNECT TO 4-INCH - 8-INCH WATER MAIN	EA	4	\$	\$
15.	PAVEMENT RESTORATION PER SPECS. DRAWING No. M-6.0 (NOTE: THIS ITEM SHALL ONLY APPLY TO RESTRICTED WORK HOUR PROJECTS)	SY	200	\$	\$
TOTAL SECTION IV				\$	

BIDDER NAME: _____

V. UNLISTED WORK EQUIPMENT AND LABOR RATES - ALL LABOR RATES MUST BE FULLY LOADED HOURLY RATES

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	FOREMAN W/PICKUP TRUCK	HOURLY	50	\$	\$
2.	BACKHOE W/OPERATOR	HOURLY	40	\$	\$
3.	TANDEM/TRI-AXLE DUMP TRUCK W/DRIVER	HOURLY	50	\$	\$
4.	SINGLE AXLE DUMP TRUCK W/DRIVER	HOURLY	40	\$	\$
5.	LABOR-PIPE LAYER	HOURLY	40	\$	\$
6.	LABOR-SKILLED	HOURLY	40	\$	\$
7.	LABOR-UNSKILLED	HOURLY	40	\$	\$
8.	FLAGMAN	HOURLY	80	\$	\$
9.	BOOM TRUCK WITH DRIVER/OPERATOR	HOURLY	20	\$	\$
10.	TRACTOR TRAILER W/DRIVER	HOURLY	20	\$	\$
11.	RUBBER TIRE LOADER W/OPERATOR	HOURLY	20	\$	\$
12.	SKID STEER LOADER W/OPERATOR	HOURLY	40	\$	\$
13.	TRACK EXCAVATOR W/OPERATOR (50,000 POUNDS OR LESS)(SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	40	\$	\$
14.	AIR COMPRESSOR WITH TOOLS	HOURLY	20	\$	\$
15.	TOOL TRUCK OR TRAILER WITH TOOLS INCIDENTAL TO WORK (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	40	\$	\$
16.	TRENCH COMPACTOR/ASPHALT ROLLER	HOURLY	20	\$	\$
17.	PAVEMENT BREAKER	HOURLY	20	\$	\$
18.	TAP MACHINE ¾-INCH - 2-INCH	DAILY	5	\$	\$
19.	LIGHTING WITH GENERATOR	HOURLY	10	\$	\$
20.	ROADWAY STEEL PLATES - EA	DAILY	20	\$	\$
21.	EXCAVATION TRENCH BOX - EA	DAILY	20	\$	\$
22.	ELECTRONIC ARROW BOARD	HOURLY	40	\$	\$
23.	WORK ZONE SETUP - INCLUDES SIGNS, CHANNELIZERS AND CONES	DAILY	20	\$	\$
24.	4-INCH TO 6-INCH DEWATERING PUMP	HOURLY	20	\$	\$

BIDDER NAME: _____

25.	INLET PROTECTION	EA	5	\$	\$
26.	STEEL TRAFFIC PLATE	DAILY	5	\$	\$
27.	STEEL TRAFFIC PLATE PER VDOT STD.	DAILY	2	\$	\$
28.	LOWBOY EQUIPMENT TRAILER	HR	2	\$	\$
29.	3INCH PUMP AND ACCESSORIES	HR	2	\$	\$
30.	SEDIMENT BAG	EA	2	\$	\$
TOTAL SECTION V				\$	\$

VI. EMERGENCY WORK EQUIPMENT AND LABOR RATES - ALL LABOR RATES MUST BE FULLY LOADED HOURLY RATES

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	MOBILIZATION/DEMOBILIZATION	EA	1	\$	\$
2.	FOREMAN W/PICKUP TRUCK	HOURLY	14	\$	\$
3.	BACKHOE W/OPERATOR	HOURLY	12	\$	\$
4.	TANDEM/TRI-AXLE DUMP TRUCK W/DRIVER	HOURLY	12	\$	\$
5.	SINGLE AXLE DUMP TRUCK W/DRIVER	HOURLY	10	\$	\$
6.	LABOR-PIPE LAYER	HOURLY	12	\$	\$
7.	LABOR-SKILLED	HOURLY	12	\$	\$
8.	LABOR-UNSKILLED	HOURLY	12	\$	\$
9.	FLAGMAN	HOURLY	20	\$	\$
10.	BOOM TRUCK WITH DRIVER/OPERATOR	HOURLY	8	\$	\$
11.	TRACTOR TRAILER W/DRIVER	HOURLY	10	\$	\$
12.	RUBBER TIRE LOADER W/OPERATOR	HOURLY	12	\$	\$
13.	SKID STEER LOADER W/OPERATOR	HOURLY	8	\$	\$
14.	TRACK EXCAVATOR W/OPERATOR (50,000 POUNDS OR LESS)(SEE BID FORM PRICING CLARIFICATIONS IN SECTION III OF THIS CONTRACT)	HOURLY	12	\$	\$
15.	AIR COMPRESSOR W/TOOLS	HOURLY	10	\$	\$
16.	TOOL TRUCK OR TRAILER WITH TOOLS INCIDENTAL TO WORK (SEE BID FORM PRICING CLARIFICATIONS IN SECTION III	HOURLY	12	\$	\$

BIDDER NAME: _____

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NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL PRICE
	OF THIS CONTRACT)				
17.	TRENCH COMPACTOR/ASPHALT ROLLER	HOURLY	8	\$	\$
18.	PAVEMENT BREAKER	HOURLY	8	\$	\$
19.	TAP MACHINE ¾-INCH - 2-INCH	DAILY	1	\$	\$
20.	WELDING (INCLUDES ALL LABOR AND EQUIPMENT)	HOURLY	10	\$	\$
21.	LIGHTING WITH GENERATOR	HOURLY	12	\$	\$
22.	ROADWAY STEEL PLATES	DAILY	4	\$	\$
23.	TRENCH BOX	DAILY	2	\$	\$
24.	ELECTRONIC ARROW BOARD	HOURLY	12	\$	\$
25.	WORK ZONE SETUP - INCLUDES SIGNS, CHANNELIZERS AND CONES	DAILY	2	\$	\$
26.	4-INCH - 6-INCH DEWATERING PUMP	EA	2	\$	\$
27.	INLET PROTECTION	EA	5	\$	\$
26.	STEEL TRAFFIC PLATE	DAILY	5	\$	\$
27.	STEEL TRAFFIC PLATE PER VDOT STD.	DAILY	2	\$	\$
28.	LOWBOY EQUIPMENT TRAILER	HR	4	\$	\$
29.	3INCH PUMP AND ACCESSORIES	EA	2	\$	\$
30.	SEDIMENT BAG	EA	20	\$	\$
TOTAL SECTION VI				\$	

TOTAL BID (SUM OF TOTALS FOR SECTIONS I THRU VI) \$ _____

Written in Words: _____

(Continued on next page)

BIDDER NAME: _____

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THE UNDERSIGNED (INITIAL ONE ENTRY) ELECTS ____, DOES NOT ELECT ____, TO USE THE ESCROW PROCEDURES DESCRIBED IN SECTION 11-56.1 OF THE VIRGINIA PUBLIC PROCUREMENT ACT.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

- () No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

- () Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

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

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

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

CERTIFICATION OF UNDERSTANDING OF THE CONTRACT DOCUMENTS: The undersigned affirms that he has carefully examined all of the Solicitation Documents and that there are no erroneous, contradictory, incomplete or infeasible requirements or directions apparent in the Bid. The undersigned agrees to waive any claims in any way associated with any such erroneous, contradictory, incomplete or infeasible requirements or directions unless such requirements could only reasonably be uncovered during the course of the Work.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: _____

ADDRESS: _____

E-MAIL: _____

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____ FAX. NO.: _____

SUBMITTED BY: (LEGAL NAME OF FIRM)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
VA. CONTRACTOR LICENSE #:					
<p style="text-align: center;">THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP</p>					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:					
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED					
IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?					
BIDDER STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

INSURANCE CHECKLIST

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

COVERAGES REQUIRED

COVERAGE MINIMUM(S)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability \$100,000 accident, \$100,000 disease,
\$500,000 disease policy limit
- 3. Commercial General Liability \$1,000,000 CSL BI/PD each occurrence,
\$2 Million annual aggregate
- 4. Premises/Operations \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles \$1 Million BI/PD each accident,
Uninsured Motorist
- 7. Independent Contractors \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- 8. Products Liability \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- 9. Completed Operations \$500,000 CSL BI/PD each occurrence,
\$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) \$500,000 CSL BI/PD
each occurrence, \$1 Million annual aggregate
- 11. Personal and Advertising Injury Liability \$1 Million each offense,
\$1 Million annual aggregate
- 12. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 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 \$ _____
- 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
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 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: _____

AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: _____

AUTH. SIGNATURE: _____

BIDDER NAME: _____

CONTRACTOR QUALIFICATIONS AND EXPERIENCE

QUALIFICATIONS PAGE 1 OF 7

Contract information

1. On the following pages, provide the information requested for three (3) contracts completed by the applicant within the past three years. The firm must provide information demonstrating a minimum experience with water main installations involving a grand total of at least 10,000 linear feet of ductile iron pipe water main and constructed values of greater than \$100,000 per project. One project shall also include a water main vault installation or vault modification. The company must have successfully **placed in service** projects as follows:
 - a. Water Main Installation: The Contractor shall have demonstrated experience with at least three (3) projects involving the installation of ductile iron pipe water mains, related appurtenances (hydrants, air releases, valves, blow-off structures), trenchless crossings, rock excavation, corrosion control requirements, restoration (asphalt pavement, concrete curbs & gutters, concrete sidewalks, seeding and fertilizing) and other miscellaneous water main related construction activities.
 - b. Schedule: The Contractor shall have demonstrated experience that they have performed projects with established time constraints, including interim dates, and met these successfully.
2. Project Description: Provide a narrative description of projects, built by the applicant, for projects similar to the Water Main Installation and Service Contract. Include discussion, where applicable, of construction methods, project constraints, total value of construction, and date placed in-service.
3. Project Size: Projects with a constructed cost of less than \$100,000 will not be acceptable in meeting the requirements of Sections 1 and 2 above.

BIDDER NAME: _____

ITB No. 17-010-ITB Bid Form Page 15 of 22

CONTRACTS COMPLETED

CONTRACT #1

1. Project identification, location, and date placed in-service

2. Names, titles, addresses, and telephone numbers of the owner, the design professional, and the contractor, if any, on whose behalf the work was performed.

(a) Owner _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(b) Design Professional _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(c) Contractor, if any, on whose behalf applicant performed the work

Contractor _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

3. Description of specific work performed (including water main type, size and length).

BIDDER NAME: _____

ITB No. 17-010-ITB Bid Form Page 16 of 22

4. Contract Price
- (1) Original contract value: _____
- (2) Final contract value: _____
- (3) Value of change orders as a percentage of the original contract value: _____
5. Percentage of work related to water main installation performed by applicant's employees:
_____ %.
6. Was the contract completed on or before the date specified in the contract for substantial completion of the work, as adjusted by agreement of the parties?
- Yes _____ No _____
- If not, explain why, including the original contract period and the final contract period.
- _____
- _____
- _____
7. Were liquidated damages imposed, either on the applicant or by the applicant on another?
- Yes _____ No _____
- If yes, list the amount of damages and explain the circumstances:
- _____
- _____
- _____
8. Were any liens, claims, or stop work notices filed against the job?
- Yes _____ No _____
- If yes, explain below:
- _____
- _____
- _____
9. If applicant believes additional information is necessary to present an accurate description of any project, additional pages may be attached.

CONTRACT #2

2. Project identification, location, and date placed in-service

2. Names, titles, addresses, and telephone numbers of the owner, the design professional, and the contractor, if any, on whose behalf the work was performed.

(a) Owner _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(b) Design Professional _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(c) Contractor, if any, on whose behalf applicant performed the work

Contractor _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

3. Description of specific work performed (including water main type, size and length).

BIDDER NAME: _____

4. Contract Price
- (1) Original contract value: _____
 - (2) Final contract value: _____
 - (3) Value of change orders as a percentage of the original contract value: _____

5. Percentage of work related to water main installation performed by applicant's employees:
_____ %.

6. Was the contract completed on or before the date specified in the contract for substantial completion of the work, as adjusted by agreement of the parties?

Yes _____ No _____

If not, explain why, including the original contract period and the final contract period.

7. Were liquidated damages imposed, either on the applicant or by the applicant on another?

Yes _____ No _____

If yes, list the amount of damages and explain the circumstances:

8. Were any liens, claims, or stop work notices filed against the job?

Yes _____ No _____

If yes, explain below:

9. If applicant believes additional information is necessary to present an accurate description of any project, additional pages may be attached.

CONTRACT #3

3. Project identification, location, and date placed in-service

2. Names, titles, addresses, and telephone numbers of the owner, the design professional, and the contractor, if any, on whose behalf the work was performed.

(a) Owner _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(b) Design Professional _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

(c) Contractor, if any, on whose behalf applicant performed the work

Contractor _____

Address _____

Telephone _____

Individual to Contact _____

Title _____

3. Description of specific work performed (including water main type, size and length).

4. Contract Price
(1) Original contract value: _____
(2) Final contract value: _____
(3) Value of change orders as a percentage of the original contract value: _____

5. Percentage of work related to water main installation performed by applicant's employees:
_____ %.

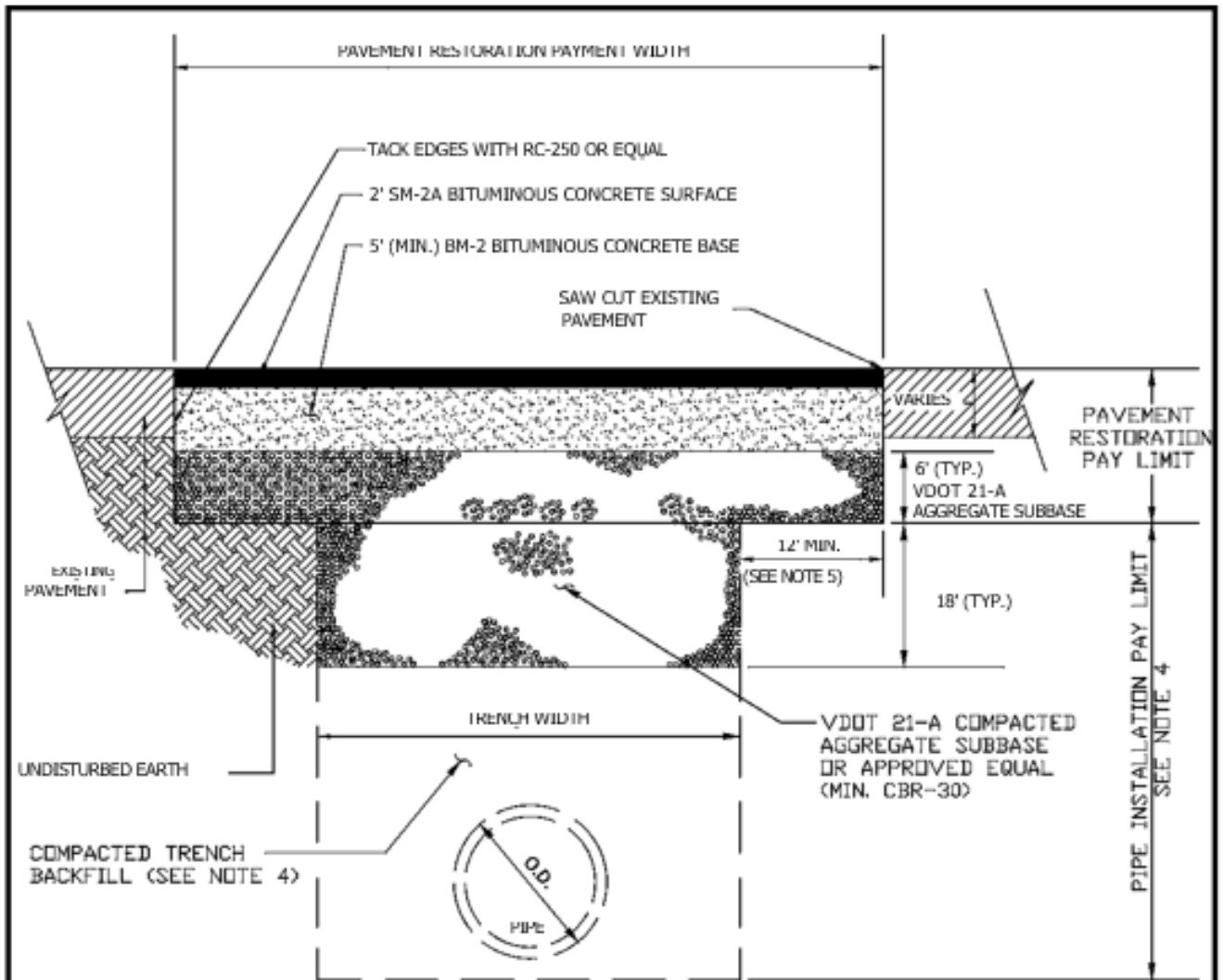
6. Was the contract completed on or before the date specified in the contract for substantial completion of the work, as adjusted by agreement of the parties?
Yes _____ No _____
If not, explain why, including the original contract period and the final contract period.

7. Were liquidated damages imposed, either on the applicant or by the applicant on another?
Yes _____ No _____
If yes, list the amount of damages and explain the circumstances:

8. Were any liens, claims, or stop work notices filed against the job?
Yes _____ No _____

If yes, explain below:

- 9. If applicant believes additional information is necessary to present an accurate description of any project, additional pages may be attached.



TYPICAL SECTION

NOTES:

1. WHEN THE DISTANCE FROM THE EDGE OF EXISTING PAVEMENT TO THE EDGE OF THE PAVEMENT RESTORATION PAYMENT WIDTH IS 3' OR LESS THEN THE ADDITIONAL PAVEMENT SHALL BE REMOVED AND REPLACED BACK TO THE EDGE.
2. THICKNESS OF BM-2 BASE MAY BE REDUCED TO 3' WHEN PATCH IS BEING MADE IN PAVEMENTS OF SURFACE TREATED GRAVEL, AND DIRECTED BY THE ENGINEER.
3. WHEN WIDENING OR PATCHING A STREET WITH ASPHALT, A NEAT, CLEAN JOINT OF AT LEAST ONE (1) INCH IN DEPTH BETWEEN OLD AND NEW PAVEMENT SHALL BE PROVIDED FOR TOPPING SO AS TO ELIMINATE THE NEED FOR FEATHERING OF THE OVERLAY.
4. FOR TRENCH AND BEDDING DETAILS, SEE DRAWING No. M-3.0.
5. WHEN THE UTILITY TRENCH REQUIRES SHEETING & SHORING, A WIDER PAYMENT WIDTH SHALL BE APPROVED BY THE ENGINEER TO ACCOMMODATE TRENCH BOX.

**STANDARD PAVEMENT RESTORATION
FOR UTILITY CUTS**

REVISION & DATE



**ARLINGTON COUNTY, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES**

**DRAWING NO.
M-6.0**



DEPARTMENT OF ENVIRONMENTAL SERVICES
 WATER, SEWER, AND STREETS BUREAU
 4200 28TH STREET SOUTH, ARLINGTON VA 22206
 TEL.: 703-228-6570 FAX.: 703-228-6585 TTY: 703-228-4611
 WWW.ARLINGTONVA.US

Flushing and Discharging Super Chlorinated Water

Project Name:	Contract Number:	Exhibit: Phase:
Contractor:	Neighborhood:	

Methods and equipment to be used:
Plan to prevent cross-connection:
Accommodations to maintain vehicular and pedestrian traffic:

Location 1:	Water Source:	Address (attach map if necessary):
Anticipated Rate of Discharge:	Proposed Date:	
	Start Time:	To Sanitary MH #
	End Time:	Address (attach map if necessary):

Location 2:	Water Source:	Address (attach map if necessary):
Anticipated Rate of Discharge:	Proposed Date:	
	Start Time:	To Sanitary MH #
	End Time:	Address (attach map if necessary):

Location 3:	Water Source:	Address (attach map if necessary):
Anticipated Rate of Discharge:	Proposed Date:	
	Start Time:	To Sanitary MH #
	End Time:	Address (attach map if necessary):

Note:

Engineer / Construction Manager must be present before the starting of any discharge into the sanitary sewer system. 48 hours advance notice is required.

Plan Submittals Approved by:

Signature	Name	Date
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Field Inspection Performed by:

Signature	Name	Date
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DEPARTMENT OF ENVIRONMENTAL SERVICES
Water, Sewer and Streets Bureau

4200 28th St S, Arlington, VA 22208
TEL 703-228-8570 FAX 703-228-8585 www.arlingtonva.us

Acknowledgement of Receipt Dechlorination of Policies and Procedures

(Contractor to sign and return)

This is to acknowledge that I understand and will comply with Arlington County's Dechlorination Policy and Procedures. The policy describes important precautions regarding dechlorination procedures to help ensure the protection of water quality and aquatic life and compliance with the County's Municipal Separate Storm Sewer System (MS4) permit. I understand that a release of chlorinated water as a result of not using proper dechlorination or disposal procedures may result in a violation of County Code 26.5C and the MS4 permit. I also understand Arlington County may periodically change policies and it is my responsibility to ensure I am aware of the most recent requirements.

(Policy is available at: <http://topics.arlingtonva.us/building/discharging-chlorinated-water>.)

Initial _____

My signature below certifies that I have reviewed Arlington County's Dechlorination Policy / Procedures and agree to abide by its provisions during my work within Arlington County.

Contractor Signature: _____

Print Name: _____

Date: _____

RELEASE AND REQUEST FOR FINAL PAYMENT

CONTRACT NUMBER: _____

CONTRACTOR NAME: _____

FINAL PAYMENT AMOUNT: _____

The Contractor hereby requests final payment in the amount indicated on the above referenced Contract. The Contractor agrees that its acceptance of final payment releases and forever discharges Arlington County and its officers, employees, servants and agents from any and all actions, claims, demands and liability of whatever nature now existing or which may hereafter arise as a result of or in connection with the above referenced Contract.

The Contractor certifies that all of the debts for labor, materials, and equipment incurred in connection with the above referenced Contract have been fully paid.

The Contractor certifies that all work performed and materials used for this project conform to current Arlington County Construction Standards and Specifications.

AUTHORIZED SIGNATURE _____ DATE _____

ESCROW AGREEMENT

The following pages contain the escrow agreement authorized by 2.2-4334 of the Code of Virginia. Its use is at the Contractor's option. If the Contractor elects to use the escrow procedures, indicate by completing the applicable section of the Bid Form. If the Contractor indicates that it elects to use the escrow procedures, the Contractor must submit the completed escrow agreement to the County, signed by all parties except the County, no later than fifteen (15) days after the date of the notice of award or intent to award issued by the County Purchasing Agent. Escrow agreements received after that time will not be considered.

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into on the date of execution of this agreement by the County by, between and among the County Board of Arlington, Virginia (County), _____

_____(Contractor), and _____(Name of Bank), _____

_____(Address of Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to collectively as Bank) and (Surety) provides:

- I. The County and the Contractor have entered into a Contract with respect to_(Contract). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.
- II. In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the County is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the County and the Contractor.
- III. The County shall from time to time pursuant to its Contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the County to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this Contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

- IV. Upon receipt of checks or warrants drawn by the County and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.
- V. The following securities, and none other, are approved securities for all purposes of this Agreement:
 - (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
 - (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,

- (3) Bonds or notes of the Commonwealth of Virginia,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.
- (6) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

- VI. The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the County Comptroller, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Arlington County, Virginia for the account of the County. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the County Comptroller, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

- VII. For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

- VIII. The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the

Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX. The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

WITNESS the following:

_____, CONTRACTOR

By: _____ (Officer/Partner/Owner)

Date: _____ -

Bank Attest: _____ (Bank Officer)

Bank: _____

By: _____ (Vice President)

Date: _____

Surety Attest: _____ (Surety Company)

By: _____ (Resident Virginia Agent)

_____ (Address)

Date: _____

By: _____ (Attorney in fact)

Date: _____

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____ (Purchasing Agent)

Date: _____