

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

CONTRACT AWARD COVERPAGE

TO: DSI, INC. 1701 RIDGELY STREET BALTIMORE, MARYLAND 21230	DATE ISSUED: APRIL 1, 2021
	CONTRACT NO: 21-DES-ITB-505
	CONTRACT TITLE: WELDING AND FABRICATION SERVICES

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

The contract documents consist of the terms and conditions of AGREEMENT No.21-DES-ITB-505 including any attachments or amendments thereto.

EFFECTIVE DATE: APRIL 1, 2021

EXPIRES: MARCH 31, 2022

RENEWALS: FOUR ADDITIONAL 12 MONTH PERIOD RENEWALS FROM APRIL 1, 2021 TO MARCH 31, 2026

COMMODITY CODE(S): 89509, 89521, 57054, 91076, 92895

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-ITB-505

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: BILL SMITH

VENDOR TEL. NO.: (410) 752-2514

EMAIL ADDRESS: BSMITH@DSIPUMPS.COM

COUNTY CONTACT: TSEHAY LIGHTFOOT (DES – FMB)

COUNTY TEL. NO.: (703) 228-7593

COUNTY CONTACT EMAIL: TLIGHTFOOT@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew Title: Procurement Officer Date: April 1, 2021

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

AGREEMENT NO. 21-DES-ITB-505

THIS AGREEMENT is made, on **April 1, 2021**, between **DSI, Inc., 1701 Ridgely Street, Baltimore, Maryland 21230** ("Contractor") a Maryland Stock Corporation authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia**. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 21-DES-ITB-505.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide general welding, post fabrication, and fabrication services. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on April 1, 2021 and must be completed no later than March 31, 2022 ("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 Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from April 1, 2022 to March 31, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-DES-ITB-505 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until March 31, 2022 (“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 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-month period ending in January 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.

7. PAYMENT TERMS

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it may retain 5% of the estimate upon which the partial payment is based until completion and final acceptance of the Work.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

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

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose

of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

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

13. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

14. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

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

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods as it sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

16. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

17. CLEANING UP

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, 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 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.

18. DISPOSAL OF PACKING MATERIALS, TRASH AND DEBRIS

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

19. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

20. HAZARDOUS MATERIALS

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

21. HAZARDOUS WASTE GENERATOR/HAZARDOUS WASTE DISPOSAL

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

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

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

22. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

23. SAFETY

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 and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

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

24. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

25. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

26. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

27. SUPERVISION BY CONTRACTOR

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

28. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

29. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

30. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

31. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

32. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the

Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

33. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

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

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

34. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

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

35. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented

invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

36. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

37. OWNERSHIP AND RETURN OF RECORDS

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

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

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

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

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

38. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

39. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or 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.

40. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

41. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

42. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

43. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

44. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

45. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

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

46. 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.

47. ASSIGNMENT

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

48. AMENDMENTS

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

49. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

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

50. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

51. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

52. ARBITRATION

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

53. NONEXCLUSIVITY OF REMEDIES

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

54. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

55. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

56. 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.

57. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

58. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

59. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

60. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

61. NOTICES

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

TO THE CONTRACTOR:
Phillip Strayer, Owner/President

1701 Ridgely Street
Baltimore, Maryland 21230
Tel: (410)752-2514
Email: pstrayer@dsipumps.com

TO THE COUNTY:

Tsehay Lighfoot, Project Officer
Arlington County Government Facilities Management Bureau
1400 N. Uhle Street, Suite 601
Arlington, Virginia 22201
Tel: (703)228-7593
Email: tlightfoot@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

62. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

63. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

64. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

65. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County’s approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

66. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

67. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DSI, INC.

AUTHORIZED
SIGNATURE:  27FC198F4A6D475...

NAME: SY GEZACHEW

TITLE: PROCUREMENT OFFICER

DATE: 3/24/2021

AUTHORIZED
SIGNATURE:  E8743F32A2164B5...

NAME: Phillip Strayer

TITLE: Owner/President

DATE: 3/17/2021

SCOPE OF SERVICES

INTRODUCTION

The objective of this solicitation is to establish a contract with a qualified firm to provide general welding, post fabrication, and fabrication services for a one (1) year period and with an option of up to four (4) additional one (1) year extensions. The services covered by this contract consist of field work and shop work.

Examples of the types of work to be performed under this contract include, but are not limited to; , fabrication, installation, replacement, and repair of steel/metal water main, storage tanks, handrails (including American with Disabilities Act (ADA) requirements), fencing, service platforms, regular platforms, safety rails, connectors, and mechanical equipment (piping, central domestic booster pumps, whole building sewer and storm water pumps, drain pans, etc.) in addition to work on submersible Sewer and Storm pumps.

WELDING SERVICE

Welding services will conform with the most current version of the following:

- American Welding Society (AWS) Welding Code (<https://www.aws.org/>)
- Certified Welding (CW) industry standards of quality and acceptance

FIELD WORK

Field work covers pre-welding work (examples include but are not limited to: field data collection, site visits, site analysis, safety analysis), welding repairs to equipment, hand-railings, service platform or other metalwork as described above and performed primarily in the field with little or no welding work required at the Contractor's shop. Any job which is predominantly performed in the field (approximately 80%) shall be considered field work even if the job requires some work to be performed in the Contractor's shop.

The hourly rate for fieldwork shall include contractor's provision of all labor, equipment (owned or rented), consumable supplies, set-ups, clean-up, and tools (owned or rented) required for the completion of the work on the site, including overhead and profit. The rates shall apply to work at job site only (no portal to portal charges).

Working hours are 7:00 A.M. to 5:00 P.M. Monday through Friday, except County-observed holidays.

SHOP WORK

Shop work covers pre-welding and welding work in the Contractor's shop, such as preparing and stamping full-size drawings; repairs to equipment or items brought to the Contractor's shop by County staff; repairs to equipment brought to the Contractor's shop by the Contractor's staff due to the nature of repairs or fabrication needed; or welding work required per drawings (s) provided to the Contractor by the County's agent (s) that requires welding or fabrication in the shop (approximately 80%) shall be considered shop work even if the job requires field installation of the finished item by the Contractor.

The hourly rate for shop work shall include Contractor's provision of all labor, equipment (owned or rented), consumable supplies, set-ups, and tools (owned or rented) required for completion of the work, including overhead and profit.

GENERAL REQUIREMENTS

All materials used in work under this contract, such as steel, steel plates, piping, etc., shall be invoiced to the County at Contractor's cost. The County reserves the option to provide its own materials. If requested, the Contractor shall provide to the County the original invoices for contractor- provided material.

All work must be done by welders certified by the American Welders Society.

WORK HOURS

Regular work hours are defined as: 7:00 a.m. to 5:00 p.m., Monday through Friday, except County-observed holidays (see below).

Martin Luther King's Day
Washington's Birthday
Memorial Day
Labor Day

Veterans Day
Thanksgiving (Thursday and Friday)
Independence Day
Christmas Day

All work shall be performed during regular working hours unless approved by the County in advance. No overtime payments will be allowed for work done before 7:00 am or after 5:00pm when such scheduling is done at the Contractor's request. The Contractor shall respond to Regular Repair needs within forty-eight (48) hours of receiving a service request from the County. Response to a regular or emergency call shall mean the time of arrival at the work site with proper tools, equipment and materials to perform the work. The contractor shall advise the Facility Management Bureau by phone at (703) 228 4422 when repairs are scheduled and confirm the completion of the repairs. Regular repair services are between 7:00 am and 5:00 pm on weekdays.

Contractor shall provide a non-emergency phone number contact that will be made available to the user departments prior to commencement of work. Furnish two (2) contacts which shall be available for regular hours as required per Attachment C – Pricing Sheet.

All calls should be returned on the same day but no later than 48 hours after the call was placed.

EMERGENCY SERVICE

The Contractor shall respond to County Emergency Requirements within two (2) hours of the time of call with proper tools, equipment and materials to perform the work and provide a job cost estimate within 24 hours. The County representative shall stipulate what constitutes as an emergency upon notification.

Contractor shall provide an emergency phone number contact that will be made available to the user departments prior to commencement of work. Furnish two (2) contacts which shall be available for non-regular hours as required per Attachment C – Pricing Sheet.

MINIMUM CHARGES

Whenever field work is involved, the County will pay one (1) hours as the minimum field work charge.
Whenever shop work is involved, the County will pay one (1) hour as the minimum shop work charge.

WORK TICKETS & WORK ORDERS (Work less than \$5,000)

For time and material work estimated at less than \$5,000, the County will issue Work Orders to the Contractor. All time and material work shall require associated Work Tickets indicating the Work Order number issued by the County. The Contractor's employees shall validate their time and material work through sign-off on the Work Ticket by the County Project Officer or designee. The sign-off on the Work Ticket shall be considered evidence of the site visit only and shall not be construed as the County's acceptance of any work performed during the visit or the amount of labor hours charged to the job. Upon completion of the work, the Contractor's employees shall submit the Work Ticket to the Project Officer, or designee along with the invoices, for final review and approval.

The County will reimburse the Contractor for time spent on the job only. Travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) shall be at the Contractor's expense. On the job time shall commence when the Contractor's personnel arrive at the site and report to the County Project Officer in charge of the assignment. Time of arrival and departure shall be indicated on the Contractor's work tickets.

The Contractor shall submit a written proposal to be approved and accepted by the County Project Officer or designee for all projects with cost estimates exceeding \$2,500. No work shall be performed without a prior written authorization of the County Project Officer AND an approved County Purchase Order.

The Contractor shall provide a daily update to the County Project Officer or designee of all completed and open work orders.

The maximum amount of work done under a work order shall not exceed \$5,000.

PROJECT WORK (Work greater than \$5,000)

The Contractor shall submit a formal proposal for all inspection, testing, maintenance, repair, replacement, and installation services whose anticipated cost exceed \$5,000 or otherwise requested by the County. The Contractor's proposal shall be based strictly on the Contract Labor Rates listed on the Bid Form, and on the actual cost for materials used to complete the work. The proposal shall indicate the cost for the work, all the necessary materials and the associated labor each as a separate line item. Upon acceptance of the proposal by the County Project Officer or designee, the County will issue a separate Purchase Order (PO) for the work. The Contractor shall not begin the work without receipt of the approved PO and an official written notice to proceed authorized by the County Project Officer or designee. The County reserves the right to solicit additional cost proposals or issue separate bid(s) for any such project work. At the County's request, the Contractor shall perform project work on a time and materials basis.

Work under this Contract is capped at \$250,000.00 PER PROJECT.

The County reserves the right to require submission of Payment and Performance Bonds for any project work under this Contract.

ESTIMATES FOR EMERGENCY SERVICE REQUESTS

The Contractor shall provide an estimate of cost for all work requested during an emergency service request. Estimation may be provided verbally to which the County will provide verbal or written approval to proceed with the work. The Contractor's verbal estimation must be followed up in writing to the County within 24 hours.

The Contractor's estimation or subsequent proposal shall be based on the Contract Labor rates and itemized line items for actual costs for materials and labor hours needed to complete the work. Payment for the project will be based on actual labor and materials used, regardless of the estimate, but the actual cost shall not exceed the original estimate by more than 10% without justification and advance approval of the County Project Officer.

This Contract covers repairs, fabrication, assembly, delivery and other tasks related to welding services. The County has the option to negotiate cost for installation or re-installation of completed fabricated work.

CHECK-IN AT SITE AND SIGN-OFF

The Contractor's employees shall check in and out with the County's Facilities Management Bureau Hotline (703-228-4422), to allow proper notification to staff at the various sites and obtain a signature form County Project Officer of Contractor's work ticket upon completion of work. Some buildings may require signing-in at the front desk; the County Project Officer will specify these buildings.

THE CONTRACTOR'S PERSONNEL SHALL CALL THE FACILITIES MANAGEMENT BUREAU HOTLINE (703-228-4422) AND INFORM THE DISPATCHER IN ADVANCE OF THEIR TIME OF ARRIVAL AND ANTICIPATED TIME OF DEPARTURE AT THE COUNTY FACILITY IN ORDER TO OBTAIN A COUNTY PROJECT OFFICER SIGNATURE ON CONTRCATOR'S WORK TICKET.

MATERIAL AND WORKMANSHIP

All parts and materials used or furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts or materials is prohibited. Prior approval of the County Project Officer is required on a case-by-case basis when rebuilt parts are proposed for use.

The Contractor understands and agrees that payment to the Contractor for materials used in the performance of any work under this contract on a cost-plus-a-percentage-of-cost basis is specifically prohibited. All charges for materials for all

contract work shall be at the Contractor's cost. Upon County request, the Contractor must provide supporting invoices/receipts for materials.

The County may, at its option and sole discretion, provide materials or fixtures to the Contractor for installation by the Contractor at the contract unit prices.

Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables is considered administrative expenses. These shall be included as part of the hourly rates bid.

MOBILIZATION

A mobilization charge (the term "mobilization" includes all costs of both mobilization and demobilization) shall only apply for project requiring quotes, proposals, and/or each assignment needing specialized equipment such as kettles, scaffolding, cranes, large amounts of materials, etc. If more than one assignment is performed in one day, only one mobilization charge will be charged for that day. If a single assignment extends over one day, only one mobilization charge will be paid for that assignment. Inclusion of a mobilization charge shall be solely at the County Project Officer's discretion. Service calls or regular and emergency calls will not be charged mobilization or overhead cost as said costs are included in the service calls base rate.

SAFETY

The Contractor is also required to submit a specific safety plan for each project regardless of size. Each safety plan must be applicable to the project site and scope of services. The Contractor shall not be allowed to start work on any project until a specific safety plan is approved by the County.

SITE VISIT

The Contractor shall maintain a workshop with equipment, storage and materials within a hundred-mile radius of Arlington County's office located at 1400 N. Uhle Street, Arlington VA 22201.

JUSTICE CENTER BACKGROUND CHECK

All Contractor personnel who will perform service in the Courthouse and Arlington County Detention Facility (ACDF) must pass security background check clearance from the Arlington County Sheriff's Office and attend a one-day security class. The one-day training session provided by the Sheriff's Office will include, but will not be limited to, required onsite security protocols, responsibilities and compliance with the Prison Rape Elimination Act (PREA) as specified in 28 CFR Part 115 of the Federal Registry. All personnel shall also be required to attend an annual one-day security/PREA refresher training. The Contractor shall not be reimbursed for time required for ACDF security trainings.

When entering or performing work at the ACDF, any and all Contractor's personnel carrying tools and replacement parts shall carry such tools and replacement parts in a locked tool bag or mobile tool cart with lockable drawers/doors. In addition, the Contractor shall ensure that each tool bag or mobile toll cart has a current (daily) inventory of the list of tools, replacement parts and any hazardous materials or products contained in the bag or mobile cart prior to entering and leaving the ACDF.

COMPLETION REPORT

Upon completion of a project and before payment to Contractor, the Contractor shall submit a written report of completion acceptable to the County Project Officer. The completion report shall include, but not limited to, a description of the work performed, manuals, and photos of the completed work.

PERSONNEL REQUIREMENTS & QUALIFICATIONS:

1. SUPERINTENDENT/FOREMAN

On an as-needed basis, the Contractor shall provide a Superintendent/Foreman for project work estimated to cost between \$5,000 and \$20,000. The Superintendent/Foreman shall be responsible for all project coordination of installation, repair, enhancement, replacement, and design services. The coordination tasks shall include, but not limited to, scheduling, ordering and delivery of equipment and materials, project oversight, coordination, preparing reports, and project close-out (i.e. checklist, close out report, start-up, warranty etc.). The Superintendent/Foreman shall have at least five (5) years' experience in the welding trade.

2. WELDER

The Welder shall physically conduct inspections of work site (s) before, during and after projects. In the event there is not a need for a project Superintendent, the Welder shall develop and provide to the County Project Officer a simple pictorial report of the project stages. Welders must have at least three (3) years' experience either in the arc welding (Shielded metal arc welding (SMAW), Gas metal arc welding (GMAW), Gas tungsten arc welding, Gas welding, Resistance welding, Forge welding, and/or other kinds of Welding. The Welders must be certified by the American Welding Society and perform all types of welding including, but not limited to, aluminum cast iron, stainless steel and miscellaneous metals. Welders must also have completed confined spaces entry training program to comply with OSHA 1910.146 <https://www.osha.gov/> .

3. HELPER

On an as-needed basis, the Contractor shall provide a helper to assist the Welder.

4. PROJECT MANAGER

The Contractor shall provide a project manager on an as-needed basis. The project manager shall be responsible for all project coordination of major work which is generally defined for project work in excess of \$20,000. The coordination tasks and responsibilities shall include, but not limited to, scheduling, ordering and delivery of equipment and materials, project oversight, coordination, submittals, fabrication, construction schedule/timeline and close-out (i.e. manuals, punch-lists, warranty, etc.). A project manager may only be charged for project work greater than \$20,000.

CONTRACTOR PROJECT PERSONNEL:

The Contractor shall have a minimum of two (2) four-person project crews available for Arlington County work for the duration of the contract term. When combined, should compose of a project Superintendent/Foreman, two (2) Welders and a Helper. The project Superintendent/Foreman shall have five (5) years' experience in welding projects and the Welders shall have three (3) years of welding experience. While a rate for a project manager is required in the bid, inclusion of said personnel on any project must meet the approval of the County's Project Manager.

All Contractor's employees shall be uniformed or otherwise neatly attired with appropriate employment identification displayed and shall conduct themselves in a professional manner at all times.

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection or 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, and any of its subcontractors, shall be solely the responsibility of the Contractor.

PAYMENT FOR CONTRACT SERVICES:

The Contractor's invoice shall reflect the total amount of billing and shall include itemized cost of the work with all the necessary materials and associated labor hours each as a separate line item. Invoices must be supported by the appropriate work tickets clearly itemized and identified by each site. All work tickets must be signed by a County Project Officer and shall include the County's Purchase Order or Work Order Number.

Payments for work performed by the Contractor and accepted by the County Project Officer or designee will be made by the County to the Contractor upon completion of service and submission by the Contractor of a proper and correct invoice with all associated documentation attached. For large projects, submission of monthly invoices is allowed. Invoices submitted without work tickets and associated work order numbers shall not be paid and shall be returned to the Contractor. The Contractor may submit electronic and legible copies of the inspection/testing reports/photos etc. in lieu of hardcopies if approved by the County Project Officer.

Payments for all labor performed on a time and materials basis shall be for work performed and services rendered on the job site only. No "portal to portal" charges, fuel surcharges or miscellaneous fees are permitted under the contract.

SUBCONTRACTOR WORK

The County will reimburse the Contractor for any subcontractor work at the labor rate and materials charged by the subcontractor at the Contractor's cost. Contractor must be present on site to oversee subcontractor work during projects.

IMPROPER OPERATION

The Contractor shall be responsible for all cost of repair work caused by improper operation, negligence, misuse or accidents caused by the Contractor's employees including subcontractors, or as a result of actions of the Contractor's employees, including subcontractors.

If any warranty is invalidated due to Contractor's negligence the Contractor shall be responsible for any resulting costs.

SCHEDULING OF WORK:

Scheduling of work is the sole responsibility of the Contractor. No time extensions will be allowed for delay claims because of normal and seasonal weather conditions considered typical for a given month in accordance with the National Oceanic and Atmospheric Administration <https://www.noaa.gov/> thirty year means for National Airport.

During the performance of the work, the Contractor shall identify the causes for any delays attributable to conditions deemed to be beyond the Contractor's control. 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 forty-eight (48) hours of determining the need for delay, to make an evaluation of the claim for delay.

TRAFFIC MANAGEMENT:

The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by all contract work. The Contractor must provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current Virginia Department of Transportation (VDOT) <https://www.virginiadot.org/> standards. At least one contractor employee at each site where traffic control is required must be a VDOT certified flagger on Basic Work Zone Traffic Control. All costs associated with traffic management will be paid at Contractor's cost and reimbursed by Arlington County upon receipt of a detailed invoice. No mark ups are allowed.

CONFINED SPACE:

- Work under this contract may require entry into confined spaces as identified by OSHA, Standard 29 CFR 1910.146 <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.146> , Permit Required Confined Spaces. Compliance with this standard as well as all other applicable local, state, and federal standards mandatory.
- The confined space may be oxygen deficient or contain other hazards. Contractor personnel entering confined spaces must be trained and equipped to allow for safe entry and execution of work within the confined space. The County facilities may include permit required confined spaces as well as non-permit required confined spaces.
- The qualified Contractor must have a written Permit-required Confined Space Entry Program and documented training to comply with OSHA (VOSH) 1910.146 and VA Confined Space Standard for Construction 16 VAC 25-140 <http://law.lis.virginia.gov/admincode/title16/agency25/chapter140/> . The Contractor shall provide the County Project Officer a copy of the program and documented training along with a list of trained and certified Contractor personnel within ten (10) calendar days of the issuance of a formal Notice of Award.
- The Contractor's Project Manager must provide the County's Project Officer a copy of the Contractor's Safety Manual and Health Plan that includes the Confined Space Entry Procedures, Rescue Plan, and Entry Permits for approval. The Safety Manual and Health Plan must comply with OSHA 1910.146 as well as other applicable local, state and federal standards.
- Entry Permits must be filed and maintained by the Contractor. When entering permit required confined spaces, the permit shall be posted at the work site during the entry.

- A copy of confined space permits shall be submitted with all quotes.

ACCESSIBILITY:

The Contractor shall be responsible to provide all means and methods to access all items associated with assigned work. County shall reimburse Contractor for any costs associated with this work.

MATERIAL DISPOSAL:

The Contractor shall be responsible for all material disposals and shall dispose in accordance with local, state and federal regulations. The Contractor shall not dispose of any materials in County owned or operated refuse devices and/or equipment (i.e. trash cans, dumpsters, etc.).

SERVICES FOR OTHER COUNTY AGENCIES

This contract is extended to other County Agencies. If other Agencies make use of this contract a separate Purchase Order ("PO") must be issued by that Agency. All the following, including but not limited to, project and Contractor management, invoices, scheduling, coordination, and payments shall be the responsibility of the Agency issuing the PO.

ATTACHMENT C - PRICING SHEET

21-DES-ITBLW-505

FIELD WORK AT JOB SITE (NO PORTAL TO PORTAL CHARGES ARE ACCEPTABLE) AND SHOP WORK. LABOR RATES SHOULD BE FULLY LOADED RATES TO COVER LABOR, OVERHEAD, PROFIT, EQUIPMENT, CONSUMABLES AND TOOLS.

FIELD WORK	Est. HRS	RATE PER HR	Extension
PROJECT MANAGER	50	\$80.00	\$4,000.00
SUPERINTENDENT/FOREMAN REGULAR WORKING HOURS	150	\$80.00	\$12,000.00
SUPERINTENDENT/FOREMAN OVERTIME HOURS	75	\$80.00	\$6,000.00
WELDER REGULAR WORKING HOURS	1000	\$80.00	\$80,000.00
WELDER OVERTIME HOURS	500	\$120.00	\$60,000.00
HELPER REGULAR WORKING HOURS	850	\$70.00	\$59,500.00
HELPER OVERTIME HOURS	425	\$105.00	\$44,625.00
SHOP WORK			
PROJECT MANAGER	10	\$80.00	\$800.00
SUPERINTENDENT/FOREMAN REGULAR WORKING HOURS	20	\$80.00	\$1,600.00
SUPERINTENDENT/FOREMAN OVERTIME HOURS	10	\$120.00	\$1,200.00
WELDER REGULAR WORKING HOURS	50	\$80.00	\$4,000.00
WELDER OVERTIME HOURS	25	\$120.00	\$3,000.00
HELPER REGULAR WORKING HOURS	25	\$70.00	\$1,750.00
HELPER OVERTIME HOURS	15	\$105.00	\$1,575.00
TOTAL EXTENSION OF FIELD WORK AND SHOP WORK RATES			#####

Extension = Est. HRS X Rate PER HR

\$280,050.00

REGULAR WORKING HOURS CONTACT - Phillip Strayer/Bill Smith
 TEL: 410-752-2514
 TEL: 410-977-3182/443-567-1425

NON-REGULAR HOURS CONTACT - Bill Smith
 TEL: 410-752-2514
 TEL: 443-567-1425

ORIGINAL