

**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 19-251-ITB  
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on July 1, 2022 and amends Agreement Number 19-251-ITB (“Main Agreement”) dated June 27, 2019, between Slurry Pavers, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to 4. Contract Term, the contract is hereby renewed for an additional twelve (12) month period from July 1, 2022 to June 30, 2023 (Third Subsequent Contract Term) with one (1) additional 12-month period renewal remaining.
2. **Contract Price Increase:** Pursuant to 7. Contract Price Adjustments (as amended below), the contract is hereby increased by 8.3%, the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the month of April 2022.
3. **Contract Price Adjustments** is hereby amended as follows:

**7. CONTRACT PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until June 30, 2020 (“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 the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12 months [of statistics available at the time of the Contract’s renewal](#).

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 not renew the Contract, whether or not the County has previously elected to renew the Contract’s term.

4. **Force Majeure** is hereby amended as follows:

**32. 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, [provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event’s effect on the party](#).

- 5. **COVID-19 Vaccination Policy For Contractors** is hereby added to the Contract Terms and Conditions.

**55. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

- 6. **Pricing Sheet** is hereby replaced with the attached **Revised Pricing Sheet**. All prices beginning July 1, 2022 to June 30, 2023, shall be in accordance with **Revised Pricing Sheet**.

Price adjustment for Line-item Numbers 2 and 3 for Latex Modified Emulsion Treatment Type B and Type A in accordance with **the Virginia Department of Transportation Special Provision For Asphalt Material Price Adjustment**, will be based on the difference between the contract Base Index and the Current Index for the applicable calendar month during which the work is performed. Adjustment of any asphalt material other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S-22. The quantity of asphalt emulsions to which adjustment will be applied will be the quantity based on 65 percent (65%) residual asphalt.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SLURRY PAVERS, INC.

AUTHORIZED SIGNATURE: DocuSigned by: Tomeka D. Price  
5950D4E0ACC0472...

AUTHORIZED SIGNATURE: DocuSigned by: F. Carter Dabney  
26900A440E094DC...

NAME: TOMEKA D. PRICE

NAME: F. Carter Dabney

TITLE: PROCUREMENT OFFICER

TITLE: Pres

DATE: 6/14/2022

DATE: 6/14/2022

**ITB 19-251-ITB**  
**REVISED PRICING SHEET**

**PROVISION OF ALL NECESSARY LABOR, EQUIPMENT AND MATERIAL FOR  
LATEX MODIFIED OVERLAY TREATMENTS FOR THE COUNTY**

\* THE QUANTITIES SPECIFIED BELOW ARE ESTIMATES ONLY AND DO NOT GUARANTEE A SPECIFIC VOLUME OR DOLLAR AMOUNT

<b>SECTION I - SURFACE TREATMENT RELATED ITEMS</b>							
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE ending June 30, 2022</b>	<b>8.3% CPI-U April 2022 Increase</b>	<b>UNIT PRICE beginning July 1, 2022</b>	<b>TOTAL</b>
1	PAVEMENT TYPE B CRACK SEALANT/FILLER	LB	200	\$ 3.00	8.3%	\$ 3.25	\$ 649.80
2	LATEX MODIFIED EMULSION TREATMENT TYPE B	TON	525	\$ 316.00	See VDOT Asphalt Material Price Adjustment (monthly)	\$ 342.23	\$ 179,669.70
3	LATEX MODIFIED EMULSION TREATMENT TYPE A	TON	525	\$ 316.00		\$ 342.23	\$ 179,669.70
<b>SUBTOTAL (SECTION I)</b>							<b>\$ 359,989.20</b>
<b>SECTION II - PAVEMENT MARKING RELATED ITEMS</b>							
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE ending June 30, 2022</b>	<b>8.3% CPI-U April 2022 Increase</b>	<b>UNIT PRICE beginning July 1, 2022</b>	<b>TOTAL</b>
4	ERADICATION OF EXISTING PAVEMENT MARKING	LF	250	\$ 0.95		\$ 1.03	\$ 257.21
5	ERADICATION OF EXISTING NONLINEAR PAVEMENT MARKING	SF	250	\$ 5.00		\$ 5.42	\$ 1,353.75
6	PROVIDE AND INSTALL FOUR (4) INCH TRANSVERSE MARKINGS	LF	250	\$ 1.10		\$ 1.19	\$ 297.83
7	PROVIDE AND INSTALL SIX (6) INCH TRANSVERSE MARKINGS	LF	250	\$ 2.75		\$ 2.98	\$ 744.56

8	PROVIDE AND INSTALL TWELVE (12) INCH TRANSVERSE MARKINGS	LF	250	\$ 4.25	\$ 4.60	\$ 1,150.69
9	PROVIDE AND INSTALL EIGHTEEN (18) INCH TRANSVERSE MARKINGS	LF	250	\$ 6.00	\$ 6.50	\$ 1,624.50
10	PROVIDE AND INSTALL TWENTY FOUR (24) INCH TRANSVERSE MARKINGS	LF	100	\$ 8.00	\$ 8.66	\$ 866.40
11	PROVIDE AND INSTALL YIELD LINE MARKINGS (TWENTY FOUR (24) INCH TRIANGLE/TWELVE (12) INCH SPACING) NOTE: LF IS WIDTH OF LANE	LF	100	\$ 26.00	\$ 28.16	\$ 2,815.80
12	PROVIDE AND INSTALL FOUR (4) INCH LONGITUDINAL SOLID LINE	LF	100	\$ 0.75	\$ 0.81	\$ 81.23
13	PROVIDE AND INSTALL FOUR (4) INCH LOGITUDINAL SKIP LINE (TEN (10) FOOT LINE/THIRTY (30) FOOT GAP) NOTE: LF IS WIDTH OF LANE)	LF	100	\$ 0.75	\$ 0.81	\$ 81.23
14	PROVIDE AND INSTALL FOUR (4) INCH LOGITUDINAL SKIP LINE (TWO (2) FOOT LINE/TEN (10) FOOT GAP) NOTE:12 LF CONSISTS OF TWO (2) LF OF MARKING AND TEN (10) LF OF SPACE	LF	100	\$ 1.46	\$ 1.58	\$ 158.12
15	PROVIDE AND INSTALL TWELVE (12) INCH LOGITUDINAL CENTERLINE (TWO (2) INCH YELLOWLINES WITH FOUR (4) INCH SEPARATION	LF	100	\$ 1.86	\$ 2.01	\$ 201.44
16	PROVIDE AND INSTALL EIGHT (8) FOOT LETTERS	EA	10	\$ 116.00	\$ 125.63	\$ 1,256.28
17	PROVIDE AND INSTALL COMBINATION ARROWS	EA	10	\$ 203.00	\$ 219.85	\$ 2,198.49
18	PROVIDE AND INSTALL SINGLE ARROWS	EA	10	\$ 110.00	\$ 119.13	\$ 1,191.30
19	PROVIDE AND INSTALL STABDARD BICYCLE SYMBOLS NOTE: STANDARD HIGHWAY SIGNS PAGE 10-16 "SKINNY BIKE". SEE ATTACHED	EA	10	\$ 305.00	\$ 330.32	\$ 3,303.15
20	PROVIDE AND INSTALL SHARED LANE SYMBOLS. SEE TAB LABELED 'SHARED LANE SYMBOLS'	EA	10	\$ 410.00	\$ 444.03	\$ 4,440.30
<b>SUBTOTAL (SECTION II)</b>						<b>\$ 22,022.26</b>
<b>TOTAL BID (SECTION I + SECTION II)</b>						<b>\$ 382,011.46</b>