NOTICE OF AWARD OF CONTRACT

TO: 
MACTEC ENGINEERING AND CONSULTING, INC
12104 Indian creek Court
Suite A
Beltsville, MD 20705

DATE ISSUED: OCTOBER 28, 2010
CURRENT REFERENCE NO: 214-10
CONTRACT TITLE: PAVEMENT SURVEY
PRIOR REFERENCE NO: 236-09

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 NOVEMBER 1, 2010 and expires on OCTOBER 31, 2011.

This is the FIRST year award notice of a THREE year contract.

The contract documents consist of the terms, conditions, and specifications of Agreement No. 214-10 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING: REFER TO THE ATTACHED AGREEMENT

ATTACHMENTS:
AGREEMENT NO. 214-10
CONTRACTOR'S BID FORM
SPECIFICATION EXCERPT

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

VENDOR CONTACT: Greg Williams
EMAIL ADDRESS: gjwilliams@mactec.com
VENDOR TEL. NO.: 301-210-5105
VENDOR FAX. NO.: 301-210-4303
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 23-2926213
COUNTY CONTACT: HUNG TRAN
COUNTY TEL. NO.: 703-228-7730

CONTRACT AUTHORIZATION

Maryam Zafary, CPPB
Procurement Officer

DATE 10/28/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 214-10

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution
by the County, between MACTEC Engineering and Consulting Inc., 12104 Indian Creek Court,
Suite A, Beltsville, Maryland 20705 ("Contractor"), a Delaware 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. 214-10, and all modifications properly incorporated into the
     Agreement
   - Exhibit A - Total Bid of Contractor
   - Exhibit B - Arlington County Invitation to Bid No. 214-10
   - Exhibit C - Arlington County Department of Environmental Services' Standards
     & Specifications, Current Edition
   - Exhibit D - VDOT Road and Bridge Specifications, 2007 Edition

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; and Exhibit B, C, and D shall prevail over Exhibits
Exhibit A, and Exhibits B, C and D shall be complimentary to each other and if there
are any conflicts the most stringent shall prevail.

The Contract Documents set forth the entire Agreement between the County and the
Contractor. The County and the Contractor agree that no representative or agent of
either of them has made any representation or promise with respect to this Agreement
which is not contained in the Contract Documents, and that all terms and conditions
with respect to this Agreement are expressly contained herein. The Contract Documents
shall constitute the Contract.

2. PROJECT OFFICER
The performance of the Contractor required by this Agreement 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" or "Architect" 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 provision of a
detailed field survey of the County pavement system and the entry of the collected
data into the County's street inventory software, Infrastructure Consultant ("ICON").
The survey shall be conducted in three (3) Phases, each consisting of approximately
one third (125 miles) of the entire County pavement system.
Each Phase includes a Street Condition Survey, Curb & Gutter/Sidewalk Survey, and data entry of the collected information and all other work shown, described and required in the Contract Documents (alternatively, the "Work"). The Work shall be performed according to the standards established by the terms, specifications of Exhibit B. It shall be the obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or clarification 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

Work under this Agreement will commence upon execution of this Agreement and be completed no later than May 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice Of Award authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from June 1, 2011 to May 31, 2013 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

5. CONTRACT AMOUNT

The County will pay the Contractor according to the unit prices shown in Exhibit A, for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Term, 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 Contract Amount includes all of Contractor's costs and fees (profit).

6. PRICE ADJUSTMENT

Upon written agreement of both parties at least thirty (30) days prior to the expiration of each year of the Contract, this Contract may be extended for successive one year periods under the same terms, conditions and prices as the original Contract for a maximum of two (2) one-year period(s).

7. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) 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 shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services 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 order by the County.

8. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) 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 that remain unpaid after seven (7) 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 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 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 the above provisions 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. NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or 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 Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

10. COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction 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. A Purchase Order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of

AGREEMENT NO. 214-10
services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

11. PROJECT STAFF
The County will, throughout the Contract 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.

12. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of 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, sexual orientation, 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, so that the provisions will be binding upon each subcontractor or vendor.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

14. 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, 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 in accordance with the Arlington County Resolution, the employees of whom 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.

15. 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.

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

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner 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) 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 is 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”). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) 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.

AGREEMENT NO. 214-10
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 Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted 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, 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.

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.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the 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) 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 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 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.

18. COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
19. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and 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 purchase 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.

20. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") 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, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work, whether such act or omission is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

21. PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") 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 uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

22. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
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 the 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 the performance of all obligations under this 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 under the control of the Contractor; nor shall their contents be disclosed to any person other than the Project Officer or 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 designee for response. At the Project Officer'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 under 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 Agreement.

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

23. 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 said Contract.

24. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees 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. Further, 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.

25. 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.

26. APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto 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.

27. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the term of this Contract.

28. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

29. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.
30. ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. 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 Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. Pending final determination of any dispute or claim hereunder, the Contractor shall proceed diligently with the performance of the Work under the Contract.

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

32. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

33. INSURANCE
The Contractor shall maintain the required insurance coverage during the term of this Agreement.

34. 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.

35. AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. 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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

37. HEADINGS
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

38. NOTICES
All notices and other communications hereunder regarding the terms and conditions of this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, or (c) deposited in the United States
mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:
Greg Williams
Mactec Engineering and Consulting, Inc.
12104 Indian Creek Court, Suite A
Beltsville, MD 20705

TO COUNTY:
Richard D. Warren, Jr., Purchasing Agent
Arlington County
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

MACTEC ENGINEERING AND CONSULTING, INC.

TAXPAYER ID (BIN) 68-0146861

AUTHORIZED SIGNATURE:  
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 10/28/10

AUTHORIZED SIGNATURE:
NAME AND TITLE: DJ Williams, Assistant Vice President
DATE: October 27, 2010
SCOPE OF WORK

The Contractor shall perform a detailed field survey of the County pavement system and enter the collected data into the County's street inventory software, Infrastructure Consultant ("ICON"). The survey shall be conducted in three (3) phases, each phase consisting of approximately one third (125 miles) of the entire County pavement system. The area of each phase of the survey will consist of the pavement segments in Maintenance Areas designated by the County Project Officer. The entire survey shall be completed within the three-year contract term, each year completing one phase of the work.

In addition to its rights to terminate the contract, as provided elsewhere in this solicitation, the County reserves the right upon completion of any Phase of the Work not to proceed with any subsequent Phase of the Work.

Each phase includes a Street Condition Survey, Curb & Gutter/Sidewalk Survey, and data entry of the collected information.

1. STREET CONDITION SURVEY
   The Contractor shall perform a street condition field survey. The Contractor shall collect and record data of the type, severity level, and quantity for all the types of distress factors listed below:
   a. Ride Quality
   b. Transverse Cracking
   c. Alligator Cracking
   d. Longitudinal cracking
   e. Edge Cracking
   f. Potholes
   g. Raveling/Streaking
   h. Wash-boarding/Shoving
   i. Bleeding/flushing
   j. Crown
   The Contractor shall record these factors on standard report forms, a sample of which is attached (Appendix A). The Contractor shall perform quality control of the field collected survey data as specified by the County's Project Officer.

2. CURB & GUTTER/SIDEWALK SURVEY
   The Contractor shall perform a qualitative inventory of sidewalk and curb and gutter, accounting for the presence of each, for each side of the surveyed segment as none, part, or full, noting a qualitative rating of the average condition of each as good, fair, or poor. The County's Project Officer will define each of the ratings to be used.

3. DATA ENTRY
   The Contractor shall enter the data collected under tasks 1 and 2 above into ICON. The Contractor may perform the data entry at the County office, or, if the Contractor has access to ICON Street Inventory software, the Contractor can submit the data to the County in an electronic format. Additional information about the ICON street
inventory software may be obtained from Good Pointe Technology, 287 E. 6th St., Suite 200, Saint Paul, MN 55101 (www.goodpointe.com). The Contractor shall collect the data in block by block resolution. The Contractor shall perform quality control of the data entry as specified by the County's Project Officer.

4. COMPLETION TIME
The Contractor shall complete the survey, quality control, and data entry for each phase of the work within sixty (60) calendar days from the date specified in Notice To Proceed issued by the County Project Officer.

5. PHASES OF WORK
The entire survey shall be completed within the three-year contract term, each year completing one phase of the work. The approximate area of each phase of the work is identified below and on the attached map (Appendix B).

Phase 1:
  North East:
  • East of N. Glebe Road
  • North of Arlington Blvd. (Route 50)
  • West of George Washington Parkway

Phase 2:
  North West:
  • West of N. Glebe Road
  • North of Arlington Blvd. (Route 50)
  • East of County line adjacent to Fairfax County and City of Falls Church

Phase 3:
  South:
  • South of Arlington Blvd. (Route 50)
  • East and North of County line adjacent to Fairfax County and City of Alexandria
  • West of George Washington Parkway

CONFIDENTIALITY AGREEMENT
Any Contractor's employee who will, as a part of their work assignment under this contract, work with the County ICON Pavement Management System, must sign a Confidentiality Agreement (Appendix C). The Contractor shall send the signed Confidentiality Agreement(s) to GoodPointe Technology, at the address included on the agreement. GoodPointe Technology will provide to the County Project Officer the names of the persons who signed the Confidentiality Agreement. Only those persons will be allowed to work with the County ICON Pavement Management software.

QUALIFICATION REQUIREMENTS
The Bidder shall have a minimum of five (5) years of experience in pavement condition survey work.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 214-10

REVISED BID FORM

PAGE 1 OF 3

SUBMIT TWO SIGNED AND FULLY COMPLETED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAN SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., MAY 27, 2010

FOR PROVIDING PAVEMENT SURVEY PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY'S WEBSITE (HTTP://WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

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

The undersigned acknowledges receipt of the following amendments:

AMENDMENT NO. 1 DATE: 5-27-2010 INITIAL: [M]
AMENDMENT NO. 2 DATE: 5-27-2010 INITIAL: [M]

BIDDER'S NAME: MATTER Engineering and Consulting, Inc.
BID FORM PAGE 2 OF 3

Phase 1 of Work (North East): $21,603.00
Phase 2 of Work (North West): $22,251.00
Phase 3 of Work (South): $22,918.00

TOTAL BID: $66,772.00

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.).

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 AMENDMENTS, 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: GS Williams, Assistant Vice 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): Greg Williams TEL. NO.: 301-210-5105 ext 110
E-MAIL ADDRESS: gjwilliams@mactec.com

SUBMITTED BY: (LEGAL NAME OF FIRM)
MACTEC Engineering and Consulting, Inc.

ADDRESS: 12104 - Indian Creek Court, Suite A
BELTSVILLE, MD 20705

TELEPHONE NO: 301-210-5105 FAXNO: 301-210-4302

TAX ID NUMBER (EIN/SSN): 88-0146861


IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? \[ ] YES, \[ ] NO

BIDDER STATUS: \[ ] MINORITY OWNED, \[ ] WOMAN OWNED, \[ ] NEITHER: