TO: STV INCORPORATED
2722 MERRILEE DRIVE, SUITE 350
FAIRFAX, VA 22031-4427

DATE ISSUED: SEPTEMBER 14, 2009
CURRENT REFERENCE NO: 374-10

CONTRACT TITLE: DESIGN REHABILITATION OF BRIDGES
PRIOR REFERENCE NO: 73-08

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 in accordance with the response submitted by you on February 28, 2009. The contract term covered by this Notice of Award is effective October 1, 2010 and expires on SEPTEMBER 30, 2011.

This is the SECOND year award notice of a possible THREE year contract.

The contract documents consist of the terms and conditions of Agreement No. 73-08, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO EXHIBIT B OF AGREEMENT 73-08 (ATTACHED)
2) PRICE ADJUSTMENT FOR EXTENSION OPTIONS BASED ON PRICE ADJUSTMENT NEGOTIATED UP TO THE CPI-U FOR THE MONTH OF JUNE

ATTACHMENTS:

AGREEMENT NUMBER 73-08

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

VENDOR CONTACT: Donald Graber
VENDOR TEL. NO.: 571-633-2230
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 571-633-2239

TAX IDENTIFICATION NUMBER (EIN/SSN): 13-1986759
EMAIL ADDRESS: Donald.graber@stvinc.com

COUNTY CONTACT: Ravinder K. Singh, P.E.
COUNTY TEL. NO.: 703-28-3661

CONTRACT AUTHORIZATION
MARYAM N. ZAHORY, CPPB PROCUREMENT OFFICER
DATE 9/14/10

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

AGREEMENT NO. 73-08

THIS AGREEMENT is made, on the date of execution by the County, between STV
Incorporated dba STV Group Incorporated, 2722 Merrilee Drive, Suite 350,
Fairfax, VA 22031-4427 ("Contractor"), a New York 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:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of
Services) and Exhibit B (Fee Schedule and Billing Rates). 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 A shall prevail over
Exhibit B.

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.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is
provision of engineering services for design of rehabilitation of bridges
maintained by Arlington County. 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 the Contractor's
sole cost, to provide the specific services set forth in the Contract
Documents and 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.

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 Contract.

STANDARD OF CARE
In the performance or furnishing of professional services hereunder, the
Contractor and all its agents, shall exercise the degree of skill and care
normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care").

RESPONSIBILITY OF THE CONTRACTOR
The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies in the Work as defined in Exhibit A (Scope of Services) or services provided, which are discovered within a twelve-month period of final completion of Work.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES
The County’s review, approval, or acceptance of, or payment for, any services required under this Contract shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents, within the Customary Standard of Care.

CONTRACT TERM
Work under this Agreement will commence upon execution of the Agreement by the County and shall continue for one-year period ("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 authorize continued operations of the Contractor under the same contract hourly rates or may allow for hourly rate increases in accordance with “CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U” on page 10, for not more than two (2) additional one-year periods. (Each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT
The County will pay the Contractor for each assigned Project in accordance with the terms of the Payment Terms paragraph and Exhibit A and based on the approved by the County Total Project Amount. This amount will be derived from the Contractor’s Billing Hourly Rates as illustrated in Exhibit B. The Contractor agrees that the total payment will not exceed the approved Total Project Amount, regardless of the number of hours spent in the performance of the tasks. No additional compensation will be paid for work within the approved Scope of Work for the assigned project, unless it is approved in writing by the County Project Officer. The Total Project Amount derived from agreed upon number of hours at the contract hourly rate includes all of Contractor’s General Conditions cost and fee (Profit).

NOT-TO-EXCEED PROJECT COST
For each project the Contractor shall create and provide to the County detailed construction drawings, specifications and contract documents that will be sufficient for the County to obtain competitive bids that fall within an identified percentage of the Contractor’s cost estimate accepted by the County for the work. This amount shall be referred to as the Not-to-Exceed Project Cost. If the lowest competitive bid exceeds the Not-to-Exceed Project Cost, the Contractor shall assist the County, at no additional cost to the County, in negotiations with the lowest responsible bidder in an
attempt to obtain a price within the Not-to-Exceed Project Cost. If negotiations fail, the Contractor shall redesign the Project and provide revised construction drawings and specifications, at no additional cost to the County, for a re-bid that will result in competitive bids that fall within the Not-to-Exceed Project Cost.

The Contractor's final cost estimate shall be commensurate with the level of design approved by the County. The Contractor shall submit a cost estimate at completion of Schematic Design and 75% Construction Documents. If any such cost estimate indicates a potential problem in securing a bid within the County's construction budget, the Contractor shall notify the County and shall work with the County to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the budget. Substantial changes in the Project scope, such as those which affect the area or function of the proposed facility must be justified by the Contractor and approved by the County's Project Officer.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The hourly rates in Exhibit B include all costs of providing the services described in this Agreement to the County.

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

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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.

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, national origin, age, disability, status as a service disabled veteran, 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.

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.

INDEMNIFICATION

The Contractor covenants to 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 losses, damages, injuries, costs (including court costs and attorney's fees) or charges resulting from or arising out of the Contractor's negligent acts, errors or omissions, or breach of the applicable professional standard of care in performance of its services pursuant to the Agreement. This indemnification shall survive the termination of this Contract.

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 Contractor 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 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.

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

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 therefor 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.

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

Agreement No. 73-08
5
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.

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

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

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.

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.

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

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.

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.

Agreement No. 73–08
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.

DELIVERY
All goods are purchased P.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

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 fifteen (15) 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 a final determination of any dispute or claim hereunder, the Contractor shall proceed diligently with the performance of the Work under the Contract.

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.

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.

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, 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 and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under this Contract without the written consent of the County. Additionally, 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 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 County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services 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.

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

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

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

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 of 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.

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.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.
SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

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

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

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

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract billing rates shall remain firm for the initial Contract Term. The Contract billing rates for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the billing rates for any subsequent Contract Term shall 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 twelve (12) month period ending in June of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract billing rates changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project

Agreement No. 73-08
10
Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

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

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

**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.

**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.

Agreement No. 73-08

11
TERMINATION FOR CAUSE

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been met and 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 following the Initial Contract Term and all Subsequent Contract Terms. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform the Work required within the Customary Standards of Care or otherwise defaults, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure within the fifteen (15) days period specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services performed by the Contractor within the Customary Standard of Care and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract.

In the event the County terminates the Contract for default of any Contract term or condition, the termination will be immediate, unless the County in its discretion provides for an opportunity to cure, and the Contractor will not be entitled to termination costs.

Upon any termination for cause, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor.

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 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.

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.

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

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers 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.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the
Certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

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

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternate coverages are submitted to and acceptable to the County.

NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

Thomas S. Flournoy, PE
STV Incorporated dba STV Group Incorporated, Vice President
2722 Merrilee Drive, Suite 350
TO COUNTY:

Richard D. Warren, Jr., CPPB, Purchasing Agent  
Arlington County, Office of the Purchasing Agent  
Suite 500, 2100 Clarendon Boulevard  
Arlington, Virginia 22201

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.

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

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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:  
NAME AND TITLE:  
DATE:  

STV Inc. dba STV Group Incorporated

TIN: 13-1986759

AUTHORIZED SIGNATURE:  
NAME AND TITLE:  
DATE:  

Agreement No. 73-08  
15
AGREEMENT NO. 73-08
EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

Some of the vehicular and pedestrian bridges maintained by Arlington County have durability related problems as well as other deficiencies; including the need for additional signage, lighting, protective pedestrian fencing and guard railing. A list of all bridge structures currently maintained by the County is included in this Exhibit as "Attachment A". The County reserves the right to add to or subtract items and/or structures from this list.

The Contractor shall work with the County staff to determine what should and/or must be done to rehabilitate the selected bridges. If required, testing shall be done to gather data for assessing the extent and degree of damage to the bridge(s).

ASSIGNMENTS

Individual project assignments shall not exceed Two Hundred Thousand Dollars ($200,000). The County reserves the right to issue separate solicitation(s) for any project(s) for which the County Purchasing Agent determines that a separate solicitation(s) will be in the best interest of the County. The sum of all assignment fees in any given contract year shall not exceed $1,000,000.

For each assignment, the County Project Officer will identify the bridge covered by the assignment and provide to the Contractor, if available, the following documentation:

1. Inspection report(s) to identify and quantify various types of deterioration as well as items that should be installed to enhance the appearance and functionality of the bridge; for example installing lights and pedestrian safety fences

2. Preliminary quantities for maintenance work line-items to be done and products to be installed (see attachment "B" Sample Work Order Form below)

3. Copies of the bridge plans

The Contractor shall prepare and submit to the County Project Officer a written proposal for the assignment, including a time schedule and a cost proposal (using the Contract Rates). The Contractor shall not proceed with any work until the proposal is accepted by the County Project Officer and a valid County Purchase Order covering the project is issued.

For each assignment, the Contractor shall provide to the County Project Officer all required printed copies (color, or black and white, as applicable) of documents, the electronic native and PDF format files on two (2) re writable CD’s. These documents shall include all reports, presentations, plans, and all types of bindings, maps, and all other applicable documents required under this Contract.
The documents shall be submitted in plastic ring-type (GBC® or equal)
binding, with an index and applicable tab separators.

SCOPE OF WORK
The services required under this Contract shall include but are not limited
to the following:

I. ASSESSMENT AND RECOMMENDATIONS FOR BRIDGE REHABILITATION
Investigate and report on deficiencies and needed maintenance and/or
structural repairs and improvements to the functionality and appearance
of the bridge. This task may include, but is not limited to the
following:

a. Development and submittal of a draft plan for conducting chloride
tests on the adjacent prestressed concrete beams; which are the
primary superstructure elements.

b. Conduct testing to determine the extent and magnitude of chloride
contamination in the reinforced and/or pre-stressed concrete
members.

c. Conduct an assessment of the extent and degree of corrosion-related
damage to the mild steel reinforcing bars and/or the pre-stressing
strands in the structure members.

d. Preparation and submittal of an interim report that provides the
results of the above chloride, or other, tests and recommendations
for maintenance and/or rehabilitation of the cast-in-place concrete
members.

e. Inspection of the bridge to confirm and/or update the type and
quantities of work and materials needed to rehabilitate the subject
bridge.

f. Preparation of draft options for enhancing the appearance of the
bridge by installing decorative panels on the outside of the fascia
beams and/or the railing surfaces of the bridge, with associated
cost estimates for installation of such items.

gh. Assessment of design options for widening bridge sidewalks. For
bridges with a narrow sidewalk, the Contractor shall explore safety
concerns, along both sides of the bridge and prepare a report
addressing those concerns in rehabilitation alternatives. As a part
of the preliminary investigation, several alternatives shall be
considered for the rehabilitation. The preliminary engineering
computations shall be undertaken for this report.

This report shall present the scope of detailed engineering services
needed to develop contract documents and the scope of major
construction elements needed to rehabilitate the bridge as it
relates to widening of the bridge sidewalks. The Contractor shall
recommend the most practical approach among these or other feasible
alternatives.

II. BRIDGE REHABILITATION DESIGN PACKAGE
The Contractor shall prepare bid documentation for use by the Arlington
County Purchasing Office for solicitation of a contract for
rehabilitation and enhancement of the assigned bridge, which shall include, but not be limited to, the following:

**Pre-Bid Documentation**
1. Scope of work.
2. Construction plans
3. Specifications, including special provisions
4. Shop drawings
5. Traffic control plans (MOT)
6. Bid form
7. Engineer's estimate (for cost of the work)
8. Contractor shall ensure that bid documentation is consistent with County's standard bid documents.

**Post-bid documentation**
1. Bid tabulation for evaluating bids

**Pre-construction documentation**
1. Letters and other documents for planning and notice to proceed
2. PowerPoint presentation
3. Recommended approval of shop drawings

**QUALIFICATION REQUIREMENTS**
The Contractor’s architects and engineers working on any specific project under this agreement shall have knowledge and experience on each of the following:

1. Design and construction of highway bridges; especially for VDOT.

2. Analysis and assessment of deteriorated conditions of existing bridges; including (but not limited to) chloride contamination and related corrosion of reinforcing and prestressing steel; spalling and delamination of concrete bridge decks and structural concrete members.

3. Development of detailed procedures, and related project specifications, for both repair and structural rehabilitation of reinforced and prestressed concrete and steel beam bridges.

4. Detailed experience working on bridge projects for the Virginia DOT, on the type(s) and magnitude of the types of bridges maintained by the County.

5. Experience with analysis of similar bridges and design for widening of bridge sidewalks.

The County will, throughout the Contract Term and any renewal term, have the right to reject any staff or subcontractor staff that does not meet the minimum qualifications. Reference paragraph entitled “PROJECT STAFF” on page 9.
## ATTACHMENT "A"

**BRIDGE STRUCTURES MAINTAINED BY THE DEPARTMENT OF ENVIRONMENTAL SERVICES**

<table>
<thead>
<tr>
<th>STR. NO</th>
<th>STR. TYPE</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>5005</td>
<td>PEDESTRIAN</td>
<td>ARLINGTON BLVD @ FT MYER DR</td>
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<tr>
<td>5007</td>
<td>VEHICLE</td>
<td>WILSON BLVD @ 4 MILE RUN</td>
</tr>
<tr>
<td>5008</td>
<td>VEHICLE</td>
<td>S. WALTER REED DR @ 4 MILE RUN</td>
</tr>
<tr>
<td>5009</td>
<td>VEHICLE</td>
<td>CARLIN SPRINGS RD @ 4 MILE RUN</td>
</tr>
<tr>
<td>5010</td>
<td>VEHICLE</td>
<td>CARLIN SPRINGS RD @ G. MASON DR</td>
</tr>
<tr>
<td>5011</td>
<td>VEHICLE</td>
<td>WEL G. MASON DR @ 4 MILE RUN</td>
</tr>
<tr>
<td>5012</td>
<td>VEHICLE</td>
<td>EBL G. MASON DR @ 4 MILE RUN</td>
</tr>
<tr>
<td>5013</td>
<td>VEHICLE</td>
<td>17TH ST N @ FT MYER DR</td>
</tr>
<tr>
<td>5014</td>
<td>VEHICLE</td>
<td>SBL N SYCAMORE ST @ 4 MI RUN</td>
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<td>VEHICLE</td>
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<td>PEDESTRIAN</td>
<td>17TH ST N @ GARAGE EXIT</td>
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<td>VEHICLE</td>
<td>WILSON BLVD @ FT MYER DRIVE</td>
</tr>
<tr>
<td>5031</td>
<td>CULVERT</td>
<td>S 4 MILE RUN DR @ DOCTORS BR</td>
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<tr>
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<td>CULVERT</td>
<td>N DUNBARTON ST @ PIMMIT RUN</td>
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<td>16TH ST S @ DOCTORS BRANCH</td>
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<td>CULVERT</td>
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<td>28TH ST S-E OF ARMY NAVY DR</td>
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<td>ARLINGTON RIDGE RD @ 4 MI RUN</td>
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<td>VEHICLE</td>
<td>OLD GLEBE RD @ 4 MILE RUN</td>
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<tr>
<td>8900</td>
<td>VEHICLE</td>
<td>SHIRLINGTON RD @ 4 MILE RUN</td>
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<tr>
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<td>CUL PARKING LOT CONN @ NPCF</td>
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<td>FREEDOM PK OVER N. LYNN ST</td>
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<td>PEDESTRIAN</td>
<td>FREEDOM PK OVER WILSON BLVD</td>
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<tr>
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<td>N MOORE ST @ METRO STATION</td>
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<tr>
<td>0003</td>
<td>PEDESTRIAN</td>
<td>MID BLOCK [MOORE TO LYNN]</td>
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<td>PEDESTRIAN</td>
<td>METRO BRIDGE AT STRUCTURE 0003</td>
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<tr>
<td>03ST</td>
<td>PEDESTRIAN</td>
<td>STAIRWAY TO STRUCTURE 0003</td>
</tr>
<tr>
<td>0004</td>
<td>PEDESTRIAN</td>
<td>MAGAZINE BLDG. TO PLAZA WEST</td>
</tr>
<tr>
<td>0005</td>
<td>PEDESTRIAN</td>
<td>19TH ST N @ N LYNN ST</td>
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<tr>
<td>0008</td>
<td>CULVERT</td>
<td>SPOUT RUN/LEE HWY/SPOUT RUN</td>
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<tr>
<td>0009</td>
<td>CULVERT</td>
<td>10TH ST. S @ COLUMBIA PIKE</td>
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</table>
August 27, 2009

Mr. Ravinder Singh, PE
Department of Environmental Services
Engineering and Capital Projects Division
Engineering Program Coordinator
1400 N. Uhle Street, Suite 403
Arlington, VA 22201

Reference: Proposal No. 73-08 – Engineering Services for Design of Rehabilitation of Bridges Maintained by Arlington County for up to a Three (3) Year Period

Dear Mr. Singh:

It was a pleasure meeting with you last week to discuss our services to be performed under the above contract. As requested, STV is providing Arlington County with 2009 hourly rates for bridge engineering services as follows:

- Senior Bridge Engineer: $140.00
- Project Engineer: $110.00
- Junior Bridge Engineer: $100.00
- Junior Architect: $95.00
- CADD Operator/GrS: $80.00
- Clerical/Administrative: $55.00

These rates are inclusive of overhead, profit and incidental costs such as travel, reproduction, photocopying, and miscellaneous communication. These rates are not applicable to ECS Group or Rice Associates; if services are required of these firms, they shall be negotiated at that time.

STV shall provide the above classified staff at either STV’s offices, the County’s offices or in a field location as determined by the County and as best suites the needs of the task or project under development. Should you require any additional information regarding the above, please feel free to contact me directly on (571) 633-2222.

Thank you for your consideration. We look forward to our continuing successful relationship with the County.

Sincerely,

STV Incorporated

[Signature]

Thomas S. Flournoy, PE
Vice President