NOTICE OF AWARD OF CONTRACT

TO: DOUBLE H LOCATES, LLC
    7057 LEEDS MANOR ROAD
    MARSHALL, VA 20115

DATE ISSUED: DECEMBER 13, 2010
CURRENT NO: 475-10LW
CONTRACT TITLE: UTILITY MARKING
PRIOR NO: 455-09LW

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 JANUARY 1, 2011 and expires on DECEMBER 31, 2012.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 455-09LW and the bid of the Contractor, incorporated herein by reference.

ATTACHMENTS:
1. BID OF DOUBLE H LOCATES, LLC
2. 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: DAVID HODGSON
VENDOR CONTACT: mfrinks@doublehlocates.com
VENDOR PAYMENT TERMS: NET 30
TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1992417
COUNTY CONTACT: DIANA MCCOLGAN

VENDOR TEL. NO.: 540-364-2005
VENDOR FAX. NO.: 540-364-2007

COUNTY TEL. NO.: 703-228-7137

CONTRACT AUTHORIZATION DISTRIBUTION

Maryam Zahory Procurement Officer

DATE VENDOR: 1
BID FOLDER: 3
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 455-09 LW

BID FORM

PAGE 1 OF 6

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

BIDS WILL BE RECEIVED UNTIL 3:00 P.M., DECEMBER 3, 2009.

FOR PROVIDING UTILITY MARKING/LOCATING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

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.

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

28
455-09
## SERVICES

<table>
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<tr>
<th>Description</th>
<th>Price</th>
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<tr>
<td>Unit cost for each notice of intent to excavate generated by Miss utility including up to 1,000 LF of marking.</td>
<td>$8.00</td>
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<td>Price for additional markings in increments of 1,000 LF</td>
<td>$35.00</td>
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<td>Surcharge for after hours emergencies per notice</td>
<td>$35.00</td>
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<tr>
<td>Additional services, including standby services</td>
<td>$50.00</td>
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**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):** David J. Hodges  
**TEL. NO.:** 703-856-7438  
**E-MAIL ADDRESS:** mfrinks@doublehlocates.com

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**SUBMITTED BY:** (LEGAL NAME OF FIRM) Double H Locates, LLC

**ADDRESS:** 1057 Leeds Manor Road, Marshall, Virginia 20115

**TELEPHONE NO.:** 540-364-2005  
**FACSIMILE NO.:** 540-364-2005

**TAX ID NUMBER (EIN/SSN):** 54-1982417  
**VA. CONTRACTOR LICENSE #:**

**THIS FIRM IS A:** ☑ corporation, ☑ general partnership, ☑ limited partnership, ☑ unincorporated association, ☑ limited liability company, ☑ sole proprietorship

**IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?** ☑

**BIDDER STATUS:** ☑ minority owned, ☑ woman owned, ☑ neither.
WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF CERTAIN ARLINGTON COUNTY SERVICE CONTRACTORS WORKING ON COUNTY-OWNED OR COUNTY- OCCUPIED PROPERTY SHALL NOT BE LOWER THAN

$12.75 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION SECT. 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENCE BouLEVArd, SUITE 500
ARLINGTON, VA 22201
703-228-3410
ARLINGTON COUNTY
CONTRACTOR LIVING WAGE QUARTERLY COMPLIANCE REPORT

Quarter: __________________ to __________________

Contract Number: __________________ Date: __________________

Company Name and Address:

Authorized Signature: __________________ Printed Name: __________________

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All personnel of the Contractor and any of its subcontractors working on Arlington County property, or Arlington County occupied property, shall be listed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TOTAL HOURS THIS QUARTER</th>
<th>HOURLY WAGE</th>
<th>GROSS EARNINGS ON THIS CONTRACT</th>
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By signing this form, the above-listed company certifies that the information provided is accurate and complete.
DEFINITION OF TERMS

A LOCATE is a Notice of Intent to Excavate received by the Contractor for the purpose of identifying and/or marking the location of County underground facilities in the area of the proposed excavation.

A NOTICE OF INTENT TO EXCAVATE is a notice by any excavator of the excavator's intention to excavate in a designated location or locations.

UNDERGROUND FACILITIES shall include all underground structures and facilities owned by the County.

CLOSING OUT is the term used to describe the completion of a Notice of Intent to Excavate. It requires that date, time and contact persons name must be noted on the hard copy of the locate manifest.

MARKING(S) is the method of identifying County facilities. It requires a clearly visible identification of the location of County's facilities by using paint, stakes or flags.

CORRIDOR is defined as a strip of land, the boundary of which is clearly indicated by the marking of the surface by paint, stakes or flags.

GENERAL CONDITIONS

The Contractor shall receive, and respond as required, to all excavation notices directed to the County in accordance with Virginia code. For the purpose of safeguarding County sub-surface facilities from excavation damage, the Contractor shall provide such temporary markings or protection as may be required.

The County reserves the right, with the full cooperation of the Contractor, to monitor the Contractor's performance.

All records associated with the performance of this agreement shall be made available to authorized County personnel upon request.

ADMINISTRATION

The Contractor shall provide such office services, communications equipment (including 2-way radio communication, pagers, or their equivalent thereof) and supplies as may be required for proper performance under the contract.

Normal service hours and working days of Contractor's office should be common with those of the Miss Utility One Call Center.

The Contractor's administrative responsibility includes, but is not limited to, receipt, recording, dispatching and closing out of the new Notices of Intent to Excavate. Responsibility for the processing of Notices of Intent to Excavate, as indicated above, outside of normal business hours shall be the responsibility of the Contractor.
A record will be kept of each Notice of Intent to Excavate indicating the
time and date a markout was made, the method used, type of facility marked,
and date, time and name of person notified.

The Contractor's manifest will specify the number and type of facility
located (e.g. cable, drop wire, conduit, etc.) if available from the County's
records, and whether the facility was painted, flagged or staked.

The Contractor shall provide to the County monthly reports containing a
listing of locate tickets, where the work has been done, and charges
associated with the work performed.

The Contractor shall provide at its own expense all communication lines and
equipment required to receive requests from Miss Utility One-Call Center and
to electronically transmit one copy of each Notice of Intent to Excavate to
the County Project Officer. The Contractor shall be responsible for all
costs (e.g. teletype, facsimile machine, telephone line) associated with
these duties.

**PERFORMANCE STANDARDS**

In addition to any requirements of other sections of the Contract, Contractor
agrees to the following minimum performance and/or service delivery
requirements.

1. Contractor shall have no less than four (4) locators specifically
assigned to Arlington County. Locators must have a minimum of ten (10)
years experience in locating water, sewer, and traffic signals. Before
start of work under this contract, the Contractor must provide to the
County Project Officer the names of the 2 locators with documentation
from customers (utility owner) to include their performance history
pertaining to water, sewer and traffic signals. Any changes in
locators assigned to Arlington County must be approved in advance by
the County Project Officer.

2. Assigned locators shall be available at all times with the ability to
arrive at the County site no later than three (3) hours after the
transmission of an emergency ticket. Contractor agrees to pay the
County for the costs incurred by the County work crews after three
hours while waiting for the locator.

3. Receive and respond to all Notice of Intent to Excavate directed to the
County in accordance with the Act. All regular tickets shall be marked
according to the standards of the "Act", i.e. no later than seventy-two
(72) hours after transmission of the regular ticket.

4. Contractor agrees to pay the County for any costs, such as back-charges
and job delay costs, incurred by the County as a result of incorrect
marking or failure to mark by the contractor.

5. Contractor shall provide copies of daily ticket transmissions to the
County Utility Coordinator no later than 9:00 a.m. of the day following
initial transmission.

6. The County will not be charged for re-transmitted tickets caused by
failure of the contractor to locate lines or failure to respond to the
initial ticket.
7. Contractor agrees to provide communication equipment and access to the county, such as two-way radios, to facilitate direct contact with the assigned locators by the County. Contractor also agrees to provide to the County Project Officer updated contact names and numbers of the locators.

8. All survey jobs are to be located and complete within a two to three weeks time frame, unless agreed upon by County and contractor. Survey marking shall encompass all public and private utilities within the scope of the County's request (i.e., sewer, water, power, gas, storm drain, telecommunication, reclaimed water, septic, fiber optic, CATV, lan lines, steam and oil, to include all services, mains, distribution and transmission lines).

9. Contractor agrees to contact the County Utility Coordinator and Water Sewer Streets Division immediately upon being notified that there has been a damage involving any County owned utility.

10. Contractor shall have no less then a 99.998% accuracy rate for all locates the Contractor provides.

11. Prior history of eight (8) years damage free locates on an existing water, sewer, and traffic contract.

12. Bidders shall provide to the County a proposed personnel list that shall contain at a minimum the names of four (4) NULCA certified locators with documentation to proof their status in accordance with 56.265.19E.

LOCATING FACILITIES
The Contractor shall provide all tools and materials required for the safe performance of this agreement. The Contractor's vehicles shall be equipped with two-way communications equipment. Contractor shall provide its personnel with communications devices to facilitate communication when outside their vehicle.

The Contractor shall provide and maintain a vehicle fleet that is clearly marked with the corporate name, maintained in a clean condition, and kept in a safe condition.

PERFORMANCE OBJECTIVES
All "Emergency Excavation" notices shall be responded to in accordance with applicable Virginia code.

All routine notices shall be completed in accordance with applicable Virginia code.

The Contractor shall perform all work in an excellent and workmanlike manner, and maintain a positive public image.

The Contractor's "NO SHOW" rate shall not exceed 3%.

RECORDS AND INFORMATION
The County shall provide available records of underground facilities and such
other available information to the Contractor which may be required for proper performance of this Agreement.

LIABILITY FOR DAMAGES AND DAMAGE INVESTIGATION

In the event County facilities are damaged by a third party as a direct result of Contractor’s errors or omissions to properly mark the County’s facilities in accordance with applicable Virginia code, along with any other County, municipal, or local laws governing utility protection, the Contractor shall be liable for repair or replacement expense and associated collection expense to the County.

Upon notification that County’s underground plant has been damaged in an area being serviced by the Contractor, the County will immediately direct the Contractor to conduct an on-site investigation of the incident and submit a full report of their findings to the County’s representative within (5) five working days. The cost of such investigations shall be included as part of the contract unit price and not charged separately to the County. Actions indicating negligence of the Contractor include, by way of illustration and not limitation, the failure to:

1. Thoroughly review all related maps, plats and "as-builts" as supplied by the County;
2. Positively identify proposed excavation area;
3. Visually assess any physical utility structures helpful in identifying underground line locations;
4. Improperly use or use defective electronic locating equipment;
5. Properly apply marks on a horizontal plane;
6. Mark the site within the time prescribed by Virginia Code.

The Contractor shall hold the County harmless if County facilities are damaged by a third party as a direct result of Contractor’s errors and/or omissions to properly mark the County’s facilities in accordance with applicable Virginia Code and any other county, municipal, or local laws governing utility protection.

CONTRACTOR RESPONSIBILITIES

1. Perform services in a manner commensurate with the requirements of the Act. All services provided shall be subject to inspection and acceptance by the County Project Officer.
2. Respond to all "Emergency Notices" as defined in the Act, within three (3) hours of receipt of the Emergency Notice and in accordance with the provisions of the Act.
3. Respond to all "Routine Notices" prior to the announced start time of excavation activity and in accordance with the Act, unless the excavator approves the extension of the response.
4. Maintain records of all requests received, indicating the time and date the excavation site was visited and the type of facility marked.

5. Provide additional services, such as stand-by protection at the hourly rate specified in the Bid Form. Such additional services shall be charged for on-site services only; portal to portal charges are prohibited.

6. Abide by the Underground Utility Damage Prevention Act in its entirety.

7. Receive and respond to, as required, all excavation notices for the County directed to Miss Utility, in accordance with the Act.

8. Locate electronically all underground water lines, including service laterals; provide clear and appropriate temporary markings and all things required under the Act, to safeguard County facilities from excavation site work. All initial markings shall be maintained for a fifteen (15) day period at no additional charge to Arlington County.

9. Maintain all marks in accordance with the Underground Utility Damage Prevention Act.