NOTICE OF RENEWAL OF CONTRACT

TO:
GOEL SERVICES, INC.
6201 DIX STREET, NE
WASHINGTON, DC 20019

DATE ISSUED: JANUARY 24, 2012
CURRENT REFERENCE NO: 54-11

CONTRACT TITLE: VIDEO PIPE CLEANING & INSPECTION SERVICES

THIS IS A NOTICE OF RENEWAL 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 MARCH 1, 2013 and expires on FEBRUARY 28, 2014.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 54-11 and the bid of the Contractor, incorporated herein by reference.

ATTACHMENTS:

• CONTRACTOR BID FORM, PRICING FIRM FOR CONTRACT TERM
• SCOPE OF WORK
• CONTRACT TERMS AND CONDITIONS

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

VENDOR CONTACT: PIYUSH GOEL
VENDOR TEL. NO.: 202-457-0111
VENDOR CONTACT: jeff.nold@goelservices.com
VENDOR FAX. NO.: 202-457-0105
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY TEL. NO.: 703-228-7730

COUNTY CONTACT: HUNG TRAN

CONTRACT AUTHORIZATION DISTRIBUTION

BID FOLDER: 1

Mr. Ashley Barnes, MPA
Procurement Officer

DATE: 1-24-13
NOTICE OF RENEWAL OF CONTRACT

TO:
GOEL SERVICES, INC.
6201 DIX STREET, NE
WASHINGTON, DC 20019

DATE ISSUED: FEEROAY 1, 2012
CURRENT REFERENCE NO: 54-11

CONTRACT TITLE: VIDEO PIPE CLEANING & INSPECTION SERVICES

THIS IS A NOTICE OF RENEWAL 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 MARCH 1, 2012 and expires on FEBRUARY 28, 2013.

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

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 54-11 and the bid of the Contractor, incorporated herein by reference.

ATTACHMENTS:
• CONTRACTOR BID FORM, PRICING FIRM FOR CONTRACT TERM
• SCOPE OF WORK
• CONTRACT TERMS AND CONDITIONS

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

VENDOR CONTACT: PIYUSH GOEL VENDOR TEL. NO.: 202-457-0111
VENDOR CONTACT: jeff.nold@goelservices.com VENDOR FAX. NO.: 202-457-0105
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-2305464
COUNTY CONTACT: HUNG TRAN COUNTY TEL. NO.: 703-228-7730

CONTRACT AUTHORIZATION DISTRIBUTION

DATE

BID FOLDER: 1

Yvette Gonzalez
Procurement Officer
BID FORM

PAGE 1 OF 5

SUBMIT TWO SIGNED BID FORMS (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER MAY BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:30 P.M., JANUARY 25, 2011

FOR PROVIDING SEWER SYSTEM CLEANING AND INSPECTION 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 Purchasing Agent’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.

SECTION I: Lines with dual manhole access:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EST. QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>6”</td>
<td>86 feet</td>
<td>$1.50</td>
<td>$129.00</td>
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<tr>
<td>8”</td>
<td>61,896 feet</td>
<td>$.70</td>
<td>$43,327.20</td>
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<tr>
<td>10”</td>
<td>2,263 feet</td>
<td>$.70</td>
<td>$1,584.10</td>
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<tr>
<td>12”</td>
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<td>$516.90</td>
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<tr>
<td>15”</td>
<td>3,346 feet</td>
<td>$.70</td>
<td>$2,342.20</td>
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<tr>
<td>18”</td>
<td>334 feet</td>
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<tr>
<td>21”</td>
<td>1,975 feet</td>
<td>$.70</td>
<td>$1,382.50</td>
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TOTAL SECTION I: $49,514.70

BIDDER NAME  Goel Services, Inc.
SECTION II: LINES WITH SINGLE MANHOLE ACCESS (STUB):

<table>
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<tr>
<th>DESCRIPTION</th>
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<td>6&quot;</td>
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<td>8&quot;</td>
<td>1875 feet</td>
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<td>TOTAL SECTION II:</td>
<td></td>
<td></td>
<td>$1,982.00</td>
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</table>

TOTAL BID (TOTAL SECTION I + TOTAL SECTION II): $51,496.70

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

( X ) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

State the specific reason(s) why protection is necessary:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
BID FORM, PAGE 3 OF 5

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

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 (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

BIDDER NAME: Goel Services, Inc.

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

Piyush Goel
6201 Dix St. NE
Washington, DC 20019

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 Piyush Goel, President

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Jeff Nold
E-MAIL ADDRESS: jeff.nold@goelservices.com
TITLE: Division Manager
TEL. NO.: 202-567-3621
<table>
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<tr>
<th>SUBMITTED BY: (LEGAL NAME OF ENTITY)</th>
<th>Goel Services, Inc.</th>
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<td>ADDRESS:</td>
<td>6201 Dix St. NE</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Washington, DC 20019</td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td>202-457-0111</td>
</tr>
<tr>
<td>FACSIMILE NO.:</td>
<td>202-457-0105</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td>52-2305464</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
<td>2705076164A</td>
</tr>
<tr>
<td>THIS FIRM IS A:</td>
<td>Delaware</td>
</tr>
<tr>
<td>X CORPORATION, __ GENERAL PARTNERSHIP, __ LIMITED PARTNERSHIP, __ UNINCORPORATED ASSOCIATION, __ LIMITED LIABILITY COMPANY, __ SOLE PROPRIETORSHIP</td>
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</tr>
<tr>
<td>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?</td>
<td>YES</td>
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<td>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</td>
<td>F1462706</td>
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<tr>
<td>ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED</td>
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<tr>
<td>IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?</td>
<td>NO</td>
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<td>BIDDER STATUS:</td>
<td>MINORITY OWNED: X WOMAN OWNED: NEITHER:</td>
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Solicitation # 54-11

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or
all of the listed members as designated by the bidder to purchase at contract
prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the
successful contractor. There shall be no obligation on the part of any
participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the
availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract
with the awardee. Contracts entered into with a participating jurisdiction may
contain general terms and conditions unique to that jurisdiction including, by way
of illustration and not limitation, clauses covering minority participation, non-
discrimination, indemnification, naming the jurisdiction as an additional insured
under any required Comprehensive General Liability policies, and venue. If, when
preparing such a contract, the general terms and conditions of a jurisdiction are
unacceptable to the awardee, the awardee may withdraw its extension of the award to
that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred
by another jurisdiction as a result of any award extended to that jurisdiction by
the awardee.

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</table>

BIDDER'S NAME: *Goel Services, Inc.*
II. SCOPE OF SERVICES

The Contractor shall furnish all the necessary labor, materials and equipment to clean, inspect and televise various line segments in the County's sanitary sewer system, for a one-year period. The contract may be extended for an additional two one-year periods upon mutual agreement of the Contractor and the County, at the same terms and conditions as the original contract term.

The Contractor shall submit a per foot cost for: 6, 8, 10, 12, 15, 18, and 21 inch diameter pipes, as shown on the Bid Form.

The annual activity against this contract is estimated to be:

Lines with dual manhole access:
- 6" - 86 feet
- 8" - 61,896 feet
- 10" - 2,263 feet
- 12" - 737 feet
- 15" - 3,346 feet
- 18" - 334 feet
- 21" - 1,975 feet

Lines with single manhole access (Stub):
- 6" - 107 feet
- 8" - 1875 feet

MATERIAL:
The Contractor shall produce and maintain televised (TV) Inspection records (logs), which shall be accurate and kept on a daily basis. At a minimum, the records shall show, date of TV Inspection, the line segment televised (Manhole to Manhole), size of pipe, length of pipe, type of pipe material, number and location of service connections and any deformation in the pipe, including cracks, missing sections of pipe and deterioration. Log sheets shall be submitted to the County Project Officer with the corresponding invoice for those services. The Contractor shall maintain and format all sewer TV Inspection records per requirements set forth by the Project Officer. A copy of these logs shall be submitted along with the invoice. Prior to CCTV inspection, the designated sewer lines shall be cleaned by hydraulically propelled, high-velocity jet equipment. The cleaning equipment shall be capable of removing dirt, grease, rocks, mud, sand, gravel, bricks, minor root intrusion, and other materials and obstructions from the sewer lines and manholes. Pipe walls shall be cleaned as to allow the identification of items such as, by way of illustration and not limitation: structural defects, misaligned joints, internal corrosion, and infiltration sources.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper identification of the sewer's condition. In no case shall the camera speed exceed 30 feet per minute. If, during the inspection operation, the television camera will not pass through the entire line segment, the Contractor shall set up the equipment so that the inspection can be performed from the opposite manhole. If the camera fails to pass through the entire line segment, the inspection shall be considered complete and no further inspection shall be required on the line segment. The Contractor will only be paid for the length of pipe televised. The Contractor, at no expense to the County, shall re-clean sewers that are not properly cleaned and that hinder the identification of sewer defects. Sewer cleaning shall be properly coordinated with the CCTV inspection to
avoid duplication of efforts.

The Contractor shall submit with their invoice the corresponding Log Sheets to the County Project Officer. Additionally, the Contractor shall submit the results of televised lines to the County on a DVD format. The DVD video format shall be in accordance with the NASSCO certification. The DVD shall show a minimum of 90% of pipe. DVDs shall be numbered, and the images contained within shall be clearly identifiable, as determined by the Project Officer.

The following information, at a minimum, shall be noted on the DVDs:

- Video counter number corresponding to the start of the inspection for each pipe section;
- Upstream and downstream manhole numbers;
- Street name;
- Date and time of day of inspection;
- Size of pipe;
- Actual length of pipe; and
- Pipe material.

Prior to working on private property, the Contractor shall obtain written permission from the homeowner.

The Contractor shall be responsible for removing and legally disposing of any debris that could not be flushed through Arlington County sewer lines. The debris shall be disposed of at the Arlington Water Pollution Control Plant (WPCP), located at 3402 S. Glebe Road. Disposal shall be coordinated through the Water/Sewer/Streets Division of the Department of Environmental Services. Only waste from the Arlington County sanitary sewer system, removed as a result of work performed under this contract shall be disposed of at the WPCP.

**The Contractor shall be responsible for any site restoration of any damage done to private property or in the public right of way resulting from their work performed under the contract, at no expense to the County.**

The Contractor shall be responsible for traffic maintenance. If warning devices, flagmen, signs or other items are required, it is the Contractor’s responsibility to have them in place at no expense to the County.

**COUNTY RESPONSIBILITIES:**
The County Project Officer will: supply the Contractor with sanitary sewer drawings as well as list line segments to be televised; provide a Fire Hydrant Permit for obtaining water; make arrangements to have buried manholes uncovered and raised; and assist the Contractor with the arrangements to enter private property.
III. CONTRACT TERMS AND CONDITIONS

1. CONTRACT DOCUMENTS
The "Contract Documents" consist of the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 54-11.

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 the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement".

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide sewer system cleaning and inspection services. 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 the Work.

3. CONTRACT TERM
Work under this Agreement will commence on February 1, 2011 and will be completed no later than January 31, 2012 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by 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 February 1, 2012 to January 31, 2014 (Each such period shall referred to as a "Subsequent Contract Term").

4. CONTRACT AMOUNT
Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 54-11 for the amount provided in the Bid of the Contractor ("Contract Amount"). The Contractor agrees that the total payment for all tasks described under this Contract will not exceed the Contract Amount, regardless of the number of hours spent in the performance of the tasks, unless such amount is modified in writing as provided in this Contract. The Contract Amount includes all of Contractor's costs and fees (profit).

5. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its
work pursuant to the Contract Documents.

6. **PROJECT STAFF**
The Project Officer will, throughout the Initial Contract Term and Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, 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 the sole responsibility of the Contractor.

7. **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 work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed 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 Contract 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 pursuant to the amendment.

8. **PAYMENT TERMS**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Office, 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 services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been 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 Work by the County.

9. **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 to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein 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.

10. NON-APPROPRIATION
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, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such 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 shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

11. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods 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, or fewer, 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 that amount, or
any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or 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 and/or rates set forth in this Contract.

12. COUNTY PURCHASE ORDER REQUIREMENT
County purchases 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. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing services without a signed County Purchase Order do so at their own risk and expense.

13. WARRANTY
All material provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

14. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS
Inspection and acceptance of materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all materials for which the Contractor invoices for payment.
15. DAMAGE TO PROPERTY
Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

16. CLEANING UP
The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from any and all work sites to the extent that the trash is the result of the Contractor's operations, to the end that any and all work sites shall present a neat, orderly, and workmanlike appearance at all times. At completion of the Work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in a neat, orderly condition; if the Contractor fails to do so, the County shall have the right to remove the surplus material, falsework, temporary structures including foundations thereof, and debris, put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

17. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS
The Contractor shall be responsible for all costs associated with the immediate removal of all packing materials, trash, and debris ("Waste") and legal disposal said Waste off-site. No County building or waste containers shall be used for such Waste. If the Contractor fails to adhere to this requirement, the County will contract with a third party for removal and disposal of the Waste left by the Contractor. By accepting this award, the Contractor agrees that all costs incurred by the County for removal and disposal of Waste left by the Contractor may be deducted from any payment due to the Contractor.

18. OSHA REQUIREMENTS
The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration requirements, both Federal and those of the Commonwealth of Virginia; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

19. HAZARDOUS MATERIALS
Arlington County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor agrees that it will provide or cause to be provided Material Safety Data Sheets ("MSDS") required under the Standard for all hazardous materials supplied to the County or used in the performance of the Work. Such MSDS shall be delivered to the County
no later than the time of actual delivery of any hazardous materials to the County or use of such material in the performance of work under the Contract by the Contractor or its subcontractors, whichever occurs first. Container labeling that meets the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. The County reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when MSDS have not been received prior to or at the time of receipt of the shipment for use by the County or for use by the Contractor in the performance of the Contract, or whenever the material is delivered in a manner inconsistent with any applicable law or regulation. Any expenses incurred due to the refusal or rejection of MSDS are the responsibility of the Contractor. The Contractor shall comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials.

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

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

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

21. SAFETY
The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.
The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

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

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

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

23. 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, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related 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 the 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 $10,000.00, so that these provisions will apply to each subcontractor or vendor.
24. **Employment of unauthorized aliens Prohibited**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. **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 marijuana or any other controlled substance 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 $10,000.00 relating to this Contract, 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 by Arlington County, 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.

26. **INSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

27. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or Subsequent Contract Term(s) and until the County determines that all of the following 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 may be 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"). In order to be considered, 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.

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 Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted 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 in the notice, 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. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor.

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.
28. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County 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 reasonable 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 designated 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.

29. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

30. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees),

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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, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

31. 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 Contract. 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 Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract 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 Contract 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 Contract 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 pursuant to this Contract.

32. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County's data or inputs.

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 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 the 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; nor shall their contents be disclosed to any person other
than the Project Officer or his or her 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 his or her 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 pursuant to 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 Contract.

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

33. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County
Purchasing Resolution, as well as any Virginia 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 (Code of Virginia § 2.2-3100 et seq.), the
Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.),
and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia,
as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer
was 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 procurement any payment,
loan, subscription, advance, deposit of money, services, or anything of
more than nominal value, present or promised unless consideration of
substantially equal or greater value was exchanged.

34. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of
this Contract or to any benefit that may arise therefrom which is not
available to the general public.

35. 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 and outside the scope of the
Contractor's then-current, by industry standards, disaster plan that make
performance impossible or illegal, unless otherwise specified in the
Contract.

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The County shall not be held responsible for failure to perform its 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.

36. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the option of the County.

37. RELATION TO THE COUNTY
The Contractor will be legally considered as an independent contractor, and neither the Contractor nor its employees or subcontractors 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 from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, 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.

38. 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 services purchased or acquired by the County under this Contract.

39. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer 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 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 these 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 thirty percent (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.

40. 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. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) 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.

41. 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.

42. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

43. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

44. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. 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 Arlington County 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. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.
45. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

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

47. 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.

48. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

49. 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 a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

50. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

51. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

52. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

53. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract 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 THE CONTRACTOR:** REFER TO BID FORM OF CONTRACTOR

**TO THE COUNTY:**

Hung Tran, County Project Officer;

AND

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

54. **NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

55. **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 and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to the County. The minimum insurance coverage shall be:

a. 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.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 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.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.
e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies except Workers Compensation and Auto and Professional Liability; evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance through the Contract term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

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

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

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.

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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 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.

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 Contractor can demonstrate financial capacity and the alternative coverage(s) are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.