ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: ARTHUR CONSTRUCTION CO.
23691 OVERLAND DRIVE
DULLES, VA 20166

DATE ISSUED: March 29, 2012

CURRENT REFERENCE NO: 642-12

CONTRACT TITLE: ASPHALT IN-PLACE AND MILLING

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 Agreement No. 692-12 dated February 27, 2012. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on FEBRUARY 28, 2017.

The contract documents consist of the terms and conditions of Agreement No. 642-12, including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT D (CONTRACTOR PROPOSAL DATED FEBRUARY 22, 2012).

ATTACHMENT:

AGREEMENT NO. 642-12

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: JOE ARAUJO
VENDOR PAYMENT TERMS: NET 30 DAYS

VENDOR TEL. NO.: 703-996-1155
VENDOR EMAIL: JOEARAUJO@ARTHURCONST.COM

COUNTY CONTACT: HUNG TRAN
COUNTY TEL. NO.: 703-228-7730
COUNTY EMAIL: htran@arlingtonva.us

CONTRACT AUTHORIZATION

Elizabeth B. Dooley
Ms. Elizabeth B. Dooley
DATE
Assistant Purchasing Agent
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 642-12

THIS AGREEMENT is made, on the date of execution by the County, between Arthur Construction Co., 23691 Overland Drive, Dulles, Virginia 20166 ("Contractor") a Commonwealth of Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 642-12, and all modifications properly incorporated into the Agreement
- Exhibit A - Arlington County Invitation to Bid No. 642-12, including General Conditions, Special Conditions, and Supplementary Specifications
- Exhibit B (The Arlington County Department of Environmental Services' Standards and Specifications, Current Edition)
- Exhibit C (VDOT Road & Bridge Specifications, 2007 Edition)
- Exhibit D - Unit price bid of the Contractor

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provision of this Agreement shall prevail over the other Contract Documents.

Exhibits A, B, and C are considered complementary documents, what is in one shall be considered as in all; where the terms of these Contract Documents vary the most stringent shall apply; and Exhibits A, B, and C shall prevail over Exhibit D.

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. PROJECT OFFICER

The performance of the Contractor 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 of designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".
3. **SCOPE OF WORK**
The Contractor will furnish all labor, materials, and equipment for the provision asphalt in-place and milling (asphalt planning, grinding and edge cutting) on an as needed basis for the County streets, parking lots, tennis courts, basketball courts, and trails (the "Project") and all other work shown, described and required in the Contract Documents (hereinafter "the Work"). The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

4. **CONTRACT TERM**
The Work shall commence upon execution of this Agreement by the County and shall be completed no later than February 28, 2017 ("Contract Term").

5. **CONTRACT AMOUNT**
The County will pay the Contractor according to the prices shown in Exhibit D, but not more than amount specified in the Notice to Proceed document for each assignment in accordance with the Progress Payments paragraph for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions of the Agreement and provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

6. **PRICE ADJUSTMENT**
The Contract unit prices for provision of labor, equipment and material other than asphalt mix shall remain firm for the first twelve (12) months of the Contract Term.

The prices for asphalt mix used in the performance of the contract shall be adjusted throughout the contract term in the following manner.

Bidders shall submit with their bid their current VDOT approved job mix formula list.

If the difference between the base and current indices for PG 64-22 is 10% or more, the Contractor may adjust the unit prices used in calculation of an invoice using adjustment indices published each month by the Commonwealth of Virginia. The base index month shall be December 2011.
The Contractor shall determine the number of tons of PG 64-22 used for the referenced month by applying the Contractor's state approved job mix formula to the quantity and types of asphalt covered by the invoice.

The Contractor may adjust the invoice to indicate the change in price of the PG 64-22 from the "base" index month (December 2011) to the state-published "current" index for the month covered by the invoice. The price change shall equal the number of tons of PG 64-22 times the dollar difference in the base and current indices. The Contractor shall submit with the adjusted invoice a copy of the their working papers that shows the calculations supporting the adjustment and a copy of the published indices used for that calculation.

7. **PROGRESS PAYMENTS AND RETAINAGE**
   The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer.

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) 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 pursuant to which authority shipments have been made or services performed shall appear on all invoices. Unless otherwise specified by the Contract Documents, payment shall not be made prior to delivery and acceptance of the entire order by the County.

9. **PAYMENT OF SUBCONTRACTORS**
   The Contractor is obligated to take one of the two following actions within seven (7) calendar 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 this section 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. RELEASE AND REQUEST FOR FINAL PAYMENT
Upon completion of the Project and before Final Acceptance, the Contractor will submit to the Project Officer a signed copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

11. LIQUIDATED DAMAGES
The County specifies that time is of the essence under this contract. Time being of the essence, it is essential to the County that all work under this contract shall be completed in a manner specified in the Contract Documents.

The County will notify the Contractor via email when they need to proceed with the work on an assignment. The Contractor shall proceed with that project and complete all the work within twenty one (21) days of the County notification, subject to any modifications made as provided for in the Contract Documents.

The County will deduct $200.00 per day from payments for each and every calendar day beyond the specified twenty one (21) days if the Contractor fails to either complete the required work, as damages caused by such delay and not as a penalty.

The County shall be entitled to offset liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

12. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to 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.

13. 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. If the Contractor provides services without a signed County Purchase Order, it does so at its own risk and expense.

14. LIEN
It is expressly agreed that after any payment has been made by the County either to the Contractor or to any subcontractor, laborer, or any other person for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor or any subcontractor, or for the Contractor, which is to be used in the performance of the Contract.

15. 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.

16. 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 that term defined in the federal Immigration Reform and Control Act of 1986.

17. 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.

18. 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 shall be solely the responsibility of the Contractor.

19. FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

20. UNSATISFACTORY 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) calendar 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.

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

The County shall have the right to terminate this Contract prior to the end of the Contract Term 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) calendar 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) calendar 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 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.

22. 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) calendar 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.

23. 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 the 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.

24. 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), 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.

25. 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.

26. **OWNERSHIP 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.

27. **CONFIDENTIAL INFORMATION**
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its
employees, agents, and subcontractors are informed of, and abide by, this requirement.

28. **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.

29. **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.

30. **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.

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.

31. **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 sole option of the County.

32. **RELATION TO THE COUNTY**
The Contractor is 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.

33. 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.

34. 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.

35. 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.

36. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or

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interests under this Contract, without the prior written consent of the
County.

37. 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.

38. 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.

39. 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. Any 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
sixty (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
thirty (30) days. Procedures for considering contractual claims,
disputes, administrative appeals, and protests are contained in the
Purchasing Resolution, which is 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 any decision of the
Project Officer, County Manager, County Board, or a court of law.

40. 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.

41. 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.

42. 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.

43. 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.

13
AGREEMENT NO. 642-12
44. **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.

45. **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.

46. **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; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

47. **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.

48. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

49. **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 by 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:**
Joe Araujo, Vice President
Arthur Construction Co.
23691 Overland Drive
Dulles, VA 20166

**TO THE COUNTY:**
Hung Tran, the County Project Officer
Arlington County - WSS
4200 28th Street, South
Arlington, Virginia 22206;
AND

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

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

51. INSURANCE, PAYMENT AND PERFORMANCE BONDS
The Contractor shall maintain the required insurance coverage and payment and performance bonds through completion of the Contract, including all warranty and guarantee periods.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 3/29/12

ARTHUR CONSTRUCTION

AUTHORIZED SIGNATURE: [Signature]
NAME AND Joe Araujo V.P.
TITLE: 
DATE: 3/29/12

TAXPAYER ID (SSN/EIN) 54-1333297
UNIVERSAL SURETY COMPANY
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Arthur Construction Co., Inc.
23681 Overland Drive, Dulles, VA 20166

(Name and address of Principal)
as Principal (hereinafter the "Principal") and Universal Surety Company, a company organized and existing
under the laws of the State of Maryland, as Surety, (hereinafter the “Surety”), are held and firmly bound unto
County Board of Arlington County, Virginia
Office of the Purchasing Agent, Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201
(Name and address of Owner)
as Obligee (hereinafter the "Obligee"), in the sum of One Hundred Thousand Dollars and 00/100
DOLLARS ($100,000.00) (hereinafter the "Penal Sum"), for the payment whereof the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has by written agreement dated (hereinafter the "Contract") entered into a contract with the Obligee for ASPHALT IN-PLACE AND MILLING (ASPHALT PLANNING, GRINDING AND EDGE CUTTING) ON AN AS NEEDED BASIS FOR THE COUNTY STREETS, PARKING LOTS, TENNIS COURTS, BASKETBALL COURTS AND TRAILS, AGREEMENT NO. 642-12
(Describe the work or project)
(hereinafter the "Project") in accordance with Drawings and Specifications prepared by

(Insert name and address of Architect/Engineer)

which Contract is by reference made a part hereof, provided however that, in the event of any conflict or inconsistency between the terms, conditions or limitations of this bond, including but not limited to the penal sum set forth above, and the terms of the incorporated contract, then the terms, conditions and limitations of this bond shall take precedence over the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the conditions set forth hereinbelow.

1. The Surety's obligations and undertakings hereunder shall arise only in the event that the Obligee is not itself in default or breach of any provision or provisions of the Contract.
2. If the Obligee is not in default or breach, and the Obligee contends that the Principal is in default under the Contract, the Surety's obligations hereunder shall arise only after:
   2.1. The Obligee shall have notified the Surety and the Principal, in writing, by registered or certified mail, return receipt requested, describing with reasonable particularity the basis for the Obligee's contention that the Principal is in default, and requesting a meeting to occur among representatives of the Obligee, the Principal and the Surety not later than fifteen (15) days after the receipt of such notice, to discuss the matters raised in the notice and the further performance of the Contract by any party; and
   2.2. The Obligee has declared the Principal to be in default and formally terminated the Principal's right to complete the Contract. The Obligee shall not declare the Principal to be in default earlier than twenty (20) days after the Surety and the Principal have received notice as provided in paragraph 2.1 hereinabove; and
   2.3. The Obligee has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract, or to a contractor selected to perform the Contract by the Surety at the written direction of the Surety, or in any other manner reasonably requested by the Surety. The "Balance of the Contract Price" is herein defined as the total amount payable by the Obligee to the Principal under the Contract after all proper adjustments have been made thereto, including any allowances due the Principal from the Obligee in settlement of any insurance or other claims for damages to which the Principal is entitled, and reduced by all valid and proper payments made to or on behalf of the Principal under the Contract.
   2.4. The Obligee has agreed to cooperate with Surety in the investigation of its claim, including but not limited to,
   2.5. The Obligee has acknowledged the Surety’s superior rights to complete the remaining work under Paragraph 3.
3. After the Obligee has satisfied the conditions of Paragraphs 2.1, 2.2 and 2.3, 2.4 and 2.5 hereinabove, then the Surety, at its option and at its expense, shall take one of the following actions:
   3.1. Arrange for the Principal to perform the contract as conditioned and limited by the terms of this Bond; or
   3.2. Enter into a takeover agreement with the Obligee and undertake to perform, or cause the performance of the Contract, either itself, or through any agents or independent contractors of its choosing; or
3.3. Obtain bids or negotiated proposals from qualified contractor(s) reasonably acceptable to the Obligee, for the completion of the Contract. Thereafter, the contractor(s) selected with the Obligee's concurrence, which shall not be unreasonably withheld, shall contract directly with the Obligee for the completion of the Contract (hereinafter, the "Agreement"). The Agreement shall be secured with performance and payment bonds executed by a qualified surety, equivalent to the bonds issued in connection with the Contract. At the time the Obligee executes the Agreement, the Surety shall pay to the Obligee any difference between the price of the Agreement and the Balance of the Contract Price; subject to the limit of the Surety's liability as stated in the Penal Sum; or

3.4. After investigation, determine the amount of money, if any, required to complete the Contract and tender payment therefor to the Obligee; or

3.5. Deny liability in whole or in part.

4. The responsibilities of the Surety to the Obligee hereunder shall not in any event be greater than those of the Principal to the Obligee under the Contract. The responsibilities of the Obligee to the Surety shall not be greater than those of the Obligee under the Contract. The Obligee hereby commits the Balance of the Contract Price to the Surety in mitigation of any costs incurred by the Surety in completing or causing the completion of the Contract, or in otherwise performing its obligations, if any, hereunder. Under any circumstances, the Surety's liability hereunder shall not exceed the Penal Sum of this Bond.

5. The Surety shall not be liable to the Obligee or others for any consequential damages or for any obligations of the Principal that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators or assigns.

6. Any proceeding, legal or equitable, under this Bond, must be instituted in a court of competent jurisdiction in the jurisdiction in which the Project or any part of it is located. Any proceeding, legal or equitable, must be instituted, if at all, within one (1) year after the Principal first defaulted or was declared by the Obligee to be in default, or within one (1) year after the Principal ceased work on the Project, or within one (1) year after the Surety has refused to perform pursuant to this Bond, whichever first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense in the jurisdiction where any proceeding is instituted shall apply.

7. Notice to the Surety, the Obligee and/or the Principal shall be mailed or delivered to the addresses shown hereinabove.

8. If and when this Bond has been furnished to comply with any statutory or other legal requirement pertaining in any location where the Project is located, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed deleted herefrom, and the minimum provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein.

9. Surety's rights as set forth herein are in addition to, and not in derogation of, those provided at common law and pursuant to industry custom and trade usage. Notwithstanding anything to the contrary in the initial contract, the Surety expressly reserves all rights and defenses available to it or the Principal.

10. Notwithstanding any requirement that may exist in the Contract requiring arbitration, the Surety shall have the right to have any Surety defenses available to it tried before a state or federal court of appropriate jurisdiction.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this ___19th___ day of ___March___, 2012__.

ATTEST:  

_________________________  

Arthur Construction Co., Inc.  

By: ___________   

(SEAL)  

(Name)  

(Title)

UNITED STATES SURETY COMPANY  

By: ___________  

(SEAL)  

Beth K. McNells, Attorney-in-fact

LeeAnne K. Michaud
UNITED STATES SURETY COMPANY
LABOR AND MATERIAL PAYMENT BOND

Bond Number 1000941835

KNOW ALL MEN BY THESE PRESENTS:

That Arthur Construction Co., Inc.
23691 Overland Drive, Dulles, VA 20166
(Name and address of Principal)
as Principal, (hereinafter the "Principal") and United States Surety Company, a company organized and existing under the laws of the State of Maryland, as Surety (hereinafter the "Surety"), are held and firmly bound unto County Board of Arlington County, Virginia
Office of the Purchasing Agent, Suite 500, 2100 Clarendon Boulevard, Arlington, VA 22201
(Name and address of Owner)
as Oblige, (hereinafter the "Owner"), for the use and benefit of Claimants as hereinafter defined, in the amount of One Hundred Thousand Dollars and 00/100 Dollars ($100,000.00)
(hereinafter, the "Penal Sum") for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated __________, __________, (hereinafter, the "Contract") entered into a contract with Owner for ASPHALT IN-PLACE AND MILLING (ASPHALT PLANNING, GRINDING AND EDGE CUTTING)
ON AN AS NEEDED BASIS FOR THE COUNTY STREETS, PARKING LOTS, TENNIS COURTS, BASKETBALL COURTS AND TRAILS, AGREEMENT NO. 642-12
(Describe the work or project)
in accordance with drawings and specifications prepared by __________

(Insert name and address of Architect/Engineer)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect; SUBJECT, HOWEVER, to the following express conditions precedent and definitions:

(1) A "Claimant" is defined as one having a direct contract with the Principal, or with the subcontractor of the Principal, for labor, material or both, actually used in the performance of the Contract. Notwithstanding any term to the contrary in the Contract, the term "Claimant" expressly excludes the Owner.

(2) The Principal, the Surety and the Owner hereby agree, jointly and severally, and the Surety hereby undertakes, that every Claimant as hereinafore defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may thereafter sue on this bond for the use of such Claimant, prosecute suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon; as further expressly conditioned hereinbelow. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(3) No Claimant shall be entitled to any recovery against the Surety hereunder, and no suit or action shall be commenced hereunder by any Claimant, unless and until the following express conditions precedent have been met or performed by the Claimant and/or otherwise as limited hereinbelow:

(a) The Claimant, as hereinafore defined, shall have given written notice to the Principal, the Owner and the Surety within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed, describing the work or labor performed and/or the materials provided, and providing the name of the person or entity to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, return receipt requested, in envelopes addressed to the Principal, the Owner and the Surety at any place where they or each of them regularly maintain any office for the transaction of business, or served on the Principal, Owner and Surety in any manner in
which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer;

(b) Any suit on this Bond must be commenced, if at all, within one (1) year following the date on which the Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;

(c) Any suit on this Bond must be brought in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the District in which the Project, or any part thereof, is situated, and not elsewhere.

(4) The liability and the undertaking of the Surety hereunder shall in no event exceed the Penal Sum set forth hereinabove.

(5) The amount of this bond shall be reduced by and to the full extent of any and all payments made by the Surety in good faith hereunder, inclusive of the payment by the Surety of any mechanics' liens which may be filed of record against the Project, whether or not the claim for the amount of such lien be presented under and against this bond, and whether or not any payments made in good faith by the Surety hereunder were actually due, subject to defense, set-off, contested or uncontested by any party.

(6) Notwithstanding anything to the contrary stated in the Contract or otherwise applicable at law, Surety has the express right to assert all defenses of the Principal to any claim against this Bond. This right expressly includes the right to assert any "paid-when-paid" or "paid-if-paid" defenses that may be available to the Principal.

(7) If and when this Bond has been furnished to comply with any statutory or other legal requirement pertaining in any location where the Project is located, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed deleted herefrom, and the minimum provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein.

Signed and sealed this 19th day of March, 2012.

ATTEST:

[Signature]

[Name]

[Title]

Arthur Construction Co., Inc.

By: [Signature]

[Name]

[Title]

UNITED STATES SURETY COMPANY

By: [Signature]

[Name], Attorney-in-fact

[Seal]
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Beth K. McNellis

of Columbia, MD, its true and lawful Attorney(s)-in-Fact to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney in Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

Surety Bond Number: 1000941835
Principal: Arthur Construction Co., Inc.
Obligee: County Board of Arlington County, Virginia
Amount of Bond: See Bond Form

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereeto affixed, this 23rd day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY  UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: ____________________________
Peter W. Carman, Vice President

State of Maryland
County of Baltimore SS:

On this 12th day of November, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

Jean Grzymala

NOTARY PUBLIC
My Commission expires the 15th day in December, 2012.

(Seal)

I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 19th day of March 2012.

Carol T. Nevin, Assistant Secretary

Corporate Seals
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2012

PRODUCER
ATLANTIC RISK MANAGEMENT CORP
5850 Waterloo Road, Suite 240
Columbia, MD 21045

CONTACT NAME: Lori Moore
PHONE: (410) 480-4420
FAX: (410) 465-0759
EMAIL: lmoore@atlanticrisk.com

INSURER(S) AFFORDING COVERAGE
WESTFIELD INSURANCE COMPANY

PROPERTY INSURED
Arthur Construction Co., Inc.
23691 Overland Road
Dulles, VA 20166-2180

COVERAGE
CERTIFICATE NUMBER: CL1211115571
REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INJURY LIMIT TYPE OF INSURANCE ADDITIONAL INSURER LIMITS

A GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY
  CLAIMS-MADE
  LIMITS:
  EACH OCCURRENCE: $1,000,000
  DAMAGE TO RENTED PREMISES: $300,000
  MED EXP: Any one person
  PERSONAL & ADV INJURY: $1,000,000
  GENERAL AGRGATE: $2,000,000
  PRODUCTS - COMMODITY: $2,000,000

- COMMERCIAL GENERAL LIABILITY
  CLAIMS-MADE
  LIMITS:
  EACH OCCURRENCE: $1,000,000
  DAMAGE TO RENTED PREMISES: $300,000
  MED EXP: Any one person
  PERSONAL & ADV INJURY: $1,000,000
  GENERAL AGRGATE: $2,000,000
  PRODUCTS - COMMODITY: $2,000,000

B AUTOMOBILE LIABILITY
- ANY AUTO
  SCHEDULED AUTOS
  LIMITS:
  BODILY INJURY (Per person): $1,000,000
  PROPERTY DAMAGE (Per accident): $5,000,000

- UMBRELLA LIABILITY
  LIMITS:
  EACH OCCURRENCE: $5,000,000
  AGGREGATE: $5,000,000

- WORKERS COMPENSATION
  LIMITS:
  WC STATUTORY LIMITS
  E.L. EACH ACCIDENT: $1,000,000
  E.L. DISEASE: EA EMPLOYEE: $1,000,000
  E.L. DISEASE: POLICY LIMIT: $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Agreement No. 642-12. Arlington County, Virginia is named as Additional Insured for General Liability for ongoing and products/completed operations, Automobile Liability and Umbrella Liability when required by written contract, subject to policy provisions.

CERTIFICATE HOLDER
Arlington County, Virginia
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, VA 22201

SIGNATURE
Lori Moore

ACORD 25 (2010/05)  ©1983-2010 ACORD CORPORATION. All rights reserved.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 642-12

BID FORM

Page 1 of 8

SUBMIT TWO (2) FULLY-COMPLETE AND 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 SHALL BE A PHOTOCOPY
OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., February 22, 2000

FOR PROVIDING PAVING AND MILLING SERVICES IN ACCORDANCE WITH THE DRAWINGS,
SPECIFICATIONS, TERMS AND CONDITIONS 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
DOWNLOAD.

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

The undersigned certifies that (Bidder Name) Arthur Construction is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number 270163923 for a Class A License was issued on the 31st day of October, 1983.

The undersigned further certifies that the registration fee and all renewal fees required under law have been paid. The Contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices: (All prices include provision and installation).

The undersigned acknowledges receipt of the following amendments:

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
<th>INITIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/1/12</td>
<td>J.T.</td>
</tr>
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BIDDER’S NAME: Arthur Construction Co.
### A. ASPHALT IN PLACE (NEW ASPHALT WILL BE USED ONLY FOR SPECIAL PROJECTS.)

<table>
<thead>
<tr>
<th>#</th>
<th>ASPHALT TYPE</th>
<th>LOCATIONS</th>
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<td>NEW</td>
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<td>SM-9.5A</td>
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<td>$90.00</td>
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<td>SM-12.5D</td>
<td>STREETS</td>
<td>$90.00</td>
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<td>5</td>
<td>IM-19.0A</td>
<td>STREETS</td>
<td>$90.00</td>
</tr>
<tr>
<td>6</td>
<td>IM-19.0A</td>
<td>Parking lots</td>
<td>$90.00</td>
</tr>
<tr>
<td>1</td>
<td>BM-25A</td>
<td>STREETS</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>BM-25A</td>
<td>Parking lots</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

### B. EDGE MILLING AND FULL MILLING

<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FULL MILLING, 1/2&quot; to 3&quot; DEPTH</td>
<td>$2.00</td>
<td>PER S.Y.</td>
</tr>
<tr>
<td>2</td>
<td>FULL MILLING IN EXCESS OF 3&quot; DEPTH</td>
<td>$0.90</td>
<td>PER S.Y. PER INCH</td>
</tr>
<tr>
<td>3</td>
<td>EDGE MILLING, 1/2&quot; to 3&quot; DEEP AT CURB OR TRAVERSE JOINT TAPERING TO 0&quot; AT 6'</td>
<td>$1.95</td>
<td>PER L.F.</td>
</tr>
<tr>
<td>4</td>
<td>EDGE MILLING OVER 3&quot; DEEP AT CURB OR TRAVERSE JOINT TAPERING TO 0&quot; AT 6'</td>
<td>$2.95</td>
<td>PER L.F.</td>
</tr>
</tbody>
</table>

### C. UTILITY ADJUSTMENTS

<table>
<thead>
<tr>
<th>#</th>
<th>ADJUST EXISTING UTILITIES</th>
<th>METHOD 1</th>
<th>METHOD 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WATER VALVE BOXES 6&quot; &amp; 8&quot;</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>2</td>
<td>WATER VAULT 36&quot;</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>3</td>
<td>SANITARY SEWER 24&quot;</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>4</td>
<td>SANITARY SEWER 36&quot;</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>5</td>
<td>STORM SEWER 24&quot;</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>6</td>
<td>GRATE INLET 26&quot; &amp; 47&quot;</td>
<td>$400.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>7</td>
<td>VIRGINIA POWER/PEPCO 30&quot;</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**BIDDER'S NAME:**

[Signature]
D. ASPHALT IN-PLACE

<table>
<thead>
<tr>
<th>#</th>
<th>ASPHALT TYPE</th>
<th>LOCATIONS</th>
<th>UNIT COST PER TON IN PLACE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>RECLAIMED</td>
</tr>
<tr>
<td>1</td>
<td>SM-9.5A</td>
<td>BALL COURTS</td>
<td>$88.00</td>
</tr>
<tr>
<td>2</td>
<td>SM-9.5A</td>
<td>4' &amp; 6' TRAILS</td>
<td>$98.00</td>
</tr>
<tr>
<td>3</td>
<td>SM-9.5A</td>
<td>8', 10' &amp; 12' TRAILS</td>
<td>$88.00</td>
</tr>
<tr>
<td>4</td>
<td>BM-25A</td>
<td>BALL COURTS</td>
<td>$88.00</td>
</tr>
<tr>
<td>5</td>
<td>BM-25A</td>
<td>4' &amp; 6' TRAILS</td>
<td>$88.00</td>
</tr>
<tr>
<td>6</td>
<td>BM-25A</td>
<td>8', 10' &amp; 12' TRAILS</td>
<td>$88.00</td>
</tr>
</tbody>
</table>

E. EDGE CUTTING AND MILLING

<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MILLING BALL COURTS, 1/2&quot; to 3&quot; DEPTH</td>
<td>$2.50</td>
<td>PER S.Y.</td>
</tr>
<tr>
<td>2</td>
<td>MILLING BALL COURTS IN EXCESS OF 3&quot; DEPTH</td>
<td>$4.00</td>
<td>PER S.Y.</td>
</tr>
</tbody>
</table>

F. SUBMIT WITH THE BID YOUR CURRENT VDOT APPROVED JOB MIX FORMULA LIST.

G. TEMPORARY MARKING

Provide/Install 4" Temporary Marking Tape: $1.95 per L.F.

STIPULATED PRICE ITEMS: The Contractor agrees to perform related work for the following items at the stipulated prices shown:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROCK EXCAVATION</td>
<td>C.Y.</td>
<td>$80.00</td>
</tr>
<tr>
<td>CONCRETE PIER, CRADLE OR ENCASMENT</td>
<td>S.Y./INCH</td>
<td>$150.00</td>
</tr>
<tr>
<td>CRUSHER RUN VDOT #25 OR APPROVED EQUAL</td>
<td>TON</td>
<td>$25.00</td>
</tr>
<tr>
<td>SELECT BORROW (SELECT COMMON FILL)</td>
<td>CY</td>
<td>$20.00</td>
</tr>
<tr>
<td>OVEREXCAVATION</td>
<td>CY</td>
<td>$25.00</td>
</tr>
<tr>
<td>SHEETING AND BRACING WHEN LEFT IN PLACE</td>
<td>MFBM</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

BIDDER'S NAME:  

Arthur Construction Co.